



# Victoria Government Gazette

No. G 10 Thursday 13 March 1997

## GENERAL

### GENERAL AND PERIODICAL GAZETTE

All copy to be sent to:

Government Gazette Officer  
AGPS Victorian Operations  
PO Box 263  
60 Fallon Street, Brunswick 3056  
Telephone (03) 9387 8135  
Fax (03) 9387 3404

#### Advertising Rates and Payment

##### Private Notices

Payment must be received in advance with advertisement details.

30 cents per word - Full page \$180.00.

An additional cost must be included in prepayment if a copy of the gazette is required. Cheques should be made payable to AGPS Victorian Operations.

##### Government and Outer Budget Sector Notices

Not required to pre-pay.

Advertisements must be faxed, and a cover sheet should be used, marked to the attention of the Gazette Coordinator.

| Per Line      | Camera Ready | Typeset |
|---------------|--------------|---------|
| Single column | \$0.50       | \$1.50  |
| Double column | \$1.00       | \$3.00  |
| Full page     | \$20.00      | \$63.00 |

##### Copy Deadline for General Gazette:

9.30 a.m. Monday - (Private)

9.30 a.m. Tuesday - (Government and Outer Budget Sector)

|                    |        |
|--------------------|--------|
| Copy Prices - Page | \$1.50 |
| - Certified        | \$3.50 |
| - Gazette          | \$3.20 |

(All prices include Postage)

#### Advertisers should note:

- Late copy received at AGPS Victorian Operations after deadlines will be placed in the following issue of VGG, irrespective of any date/s mentioned in the copy (unless otherwise advised).
- Proofs will be supplied only when requested or at the direction of the Gazette Officer.
- No additions or amendments to material for publications will be accepted by telephone.
- Departments are requested not to lodge Executive Council papers for gazette unless a copy is provided with the Governor or Clerk's signature on the relevant document.
- Government and Outer Budget Sector Agencies Please note:  
To ensure that material received can be reproduced, and that errors are minimised, the following guidelines are to be observed when submitting material by fax.  
Fax resolution  
Material sent by fax should be transmitted using Fine resolution (200 dots per inch by 200 dpi). Normal resolution is unacceptable.  
Font Size  
Use 12 point (10 pitch) or larger.

#### Font Style

Clear plain font styles, such as Helvetica, should be used.

#### Graphics

Line drawings should be transmitted as large as possible to ensure clarity. Drawings up to A4 size sent by fax using Fine resolution provide a good quality for reproduction.

#### Avoid

Italics, underlining, and full justification.

Ensure document is square when sending

Documents that are sent skewed are difficult to read and process.

If material does not meet above requirements your advertisement may not be published.

### SPECIAL GAZETTES

Copy to: Julia Saad

AGPS Victorian Operations  
60 Fallon Street,  
Brunswick 3056  
Telephone inquiries (03) 9387 8135  
Fax No. (03) 9387 3404.

#### Advertising Rates and Payment

##### Private Notices

Full page \$360.00

Payment must be received in advance with notice details.

##### Government and Outer Budget Sector

|           | Camera Ready | Typeset |
|-----------|--------------|---------|
| Full page | \$27.00      | \$85.05 |

#### Note:

The after hours contact number for Special Gazettes is:

Telephone 0412 243 123  
014 693 550

### SUBSCRIPTIONS AND RETAIL SALES

Copies of the Victoria Government Gazette can be purchased from AGPS Victorian Operations by subscription.

#### The Victoria Government Gazette

General and Special - \$165.00 each year  
General, Special and Periodical - \$220.00 each year  
Periodical - \$110.00 each year

Subscriptions are payable in advance and accepted for a period of one year. All subscriptions are on a firm basis and refunds for cancellations will not be given.

All payments should be made payable to AGPS Victorian Operations.

Subscription inquiries  
AGPS Victorian Operations  
PO Box 263  
Brunswick Vic 3056  
Telephone 13 2447  
Fax (06) 295 4888

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**PUBLICATION OF THE  
"VICTORIA GOVERNMENT  
GAZETTE" (GENERAL)  
EASTER—PUBLIC HOLIDAY**

**Please Note:**

The Victoria Government Gazette for Easter week will be published on Thursday, 3 April 1997. All copy for Private Advertisements must reach the Government Gazette Office by no later than 9.30 a.m. on Thursday 27 March 1997. The deadline for advertisements for Government and Outer Budget Sector Agencies advertisements remains unchanged, ie: Tuesday 1 April 1997.

Where urgent gazettal is required arrangements should be made with Julia Saad on 014 693 550, or Ann White on 0412 243 123.

**JULIA SAAD**  
Gazette Officer

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**PRIVATE ADVERTISEMENTS**

Notice is hereby given that the Yaringa Boat Harbour Pty Ltd has applied for a lease pursuant to Section 134 of the Land Act 1958 for a term concluding on 30 June 2010 with an option for a further term of 21 years in respect of Allotment 29B in the Parish of Tyabb for the purpose of a boat marina and associated activities.

In the Supreme Court of Victoria at  
Melbourne in the Matter of  
**SALTMARSH ENTERPRISES PTY LTD**  
(A.C.N. 006 760 505)  
Advertisement of Application for Winding Up  
No. 4318 of 1997

Notice is hereby given that an application for winding up of the abovenamed company by the Supreme Court of Victoria was on 7 February 1997 filed by M. A. J. A. Constructions Pty Ltd A.C.N. 004 861 563. The application is to be heard before the Court in Court 5, 436 Lonsdale Street, Melbourne, at 10.30 a.m. on 26 March 1997.

Any creditor or contributory of the company desiring to support or oppose the making of any order on the application may appear at the time of the hearing by himself or his counsel for that purpose.

The applicant's solicitor is David Koschitzke of 91 Hume Street, Wodonga, Victoria 3690.

David Koschitzke, solicitor for the applicant.

His Melbourne agent is Browne & Co., 99 Queen Street, Melbourne 3000.

Note: Any person who intends to appear on the hearing of the application must serve on or send by post to the abovenamed David Koschitzke notice in writing of that intention. The notice must state the name and address of the person or, if a firm, the name and address of the firm, and must be signed by the person or firm, or their solicitor (if any) and must be served or, if posted, must be sent by post in sufficient time to be received not later than 4.00 p.m. 25 March 1997.

Notice is hereby given that the partnership heretofore subsisting between Mark James Ramsay and Louise Margaret Ramsay carrying on business as fibre glass manufacturing repairs and sales at 19 Crosbys

Lane, Mansfield, Victoria, under the style or firm of Ramsay Marine has been dissolved as from 1 March 1997 so far as concerns the said Louise Margaret Ramsay who retires from the said firm.

Dated 1 March 1997

MARK JAMES RAMSAY  
LOUISE MARGARET RAMSAY

Creditors and next of kin and others having claims in respect of the estate of Cyril Reginald John Davis late of 6 Humble Street, Barwon Heads, Victoria, retired, who died on 31 March 1996 are required by Lorraine Edith Myrtle Blackwell and Isabel Marshman the executrices to whom Probate of the deceased's Will has been granted to send particulars to care of Messrs. Bowman & Knox, solicitors, 32 Fenwick Street, Geelong, by 16 May 1997, after which date the executrices may convey or distribute the assets having regard only to the claims of which the executrices then have notice.

Dated 5 March 1997

BOWMAN & KNOX, solicitors, 32  
Fenwick Street, Geelong

WILLIAM RICHARD WILKINSON late of  
Garlands Hospital, Carlisle, Cumbria,  
England, retired, deceased

Creditors, next of kin and others having claims in respect of the intestate of the deceased who died on 2 May 1996 are required by the trustee, Marian Joy Wilkinson of 13 Moore Street, Erica, pensioner to send particulars to her care of Kevin Davine & Sons, solicitors at 52 Albert Street, Moe, no later than 60 days from the date of publication of this notice, at which date the trustee may convey or distribute the assets having regard only to the claims of which she then has notice.

THELMA MAVIS HUGHES, late of Alkoomi  
Nursing Home, Samaria Road, Benalla,  
Victoria, pensioner, deceased

Creditors, next of kin and others having claims in respect of the estate of the deceased who died on 9 January 1997 are required to send particulars of their claims to the executors care of the undermentioned

solicitors by 26 May 1997, after which date the executors will distribute the assets having regard only to the claims of which they then have notice.

Dated 3 March 1997

CONSTABLE CONNOR & CO., solicitors,  
28 Faithfull Street, Wangaratta

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JACK BANNER MARTIN, deceased

Creditors, next of kin and others having claims against the estate of Jack Banner Martin late of Unit 10, Cumberland View Hostel, Whalley Drive, Wheelers Hill, Victoria, retired, deceased who died on 26 September 1996 are hereby required to send particulars in writing of such claims to the executor, Verna A. Cook, solicitor at her address by 15 May 1997, after which date the said executor will proceed to distribute the assets having regard only to the claims of which she shall then have had notice.

VERNA A. COOK, solicitor, 5/8 St Andrews Street, Brighton

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EVELYN McCLOSKEY, late of 360 Army Road, Pakenham Upper, Victoria, home duties

Creditors, next of kin and others having claims in respect to the estate of the deceased who died on 24 December 1996 are required by Perpetual Trustees Victoria Limited A.C.N. 004 027 258 of 50 Queen Street, Melbourne, applicant for a Grant of Administration to send particulars of their claims to the said applicant in the care of the said company by 13 May 1997, after which date they will convey or distribute the assets having regard only to the claims of which they then have notice.

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LILIAN ELEANOR DUNN, deceased

Creditors, next of kin or others having claims in respect of the estate of Lilian Eleanor Dunn late of 51 Fitzgibbon Street, Parkville, Victoria, pensioner, deceased who died on 8 December 1996 are to send particulars of their claims to the executors care of the undermentioned solicitors by 15 May 1997, after which date the executors will distribute the assets having regard only to the claims of which the executors then have notice.

GILL KANE & BROPHY, solicitors, 422 Collins Street, Melbourne

ROSE TAYLOR, late of 619 St Kilda Road, Melbourne, Victoria, deceased, widow

Creditors, next of kin and others having claims in respect of the estate of the deceased who died on 18 May 1996 are required by Jack Cohen of 224 Queen Street, Melbourne, Victoria, solicitor, the executor and trustee named in the Will of the abovenamed deceased to send particulars to him at the address below not later than two (2) clear months after the date on which this advertisement is published, after which date the said executor and trustee may convey and distribute the assets of the estate having regard only to the claims of which he then has notice.

Dated 5 March 1997

JACK COHEN, SERRY & CO, solicitors,  
2nd Floor, 224 Queen Street, Melbourne

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EVELYN BOWDEN, deceased

Creditors, next of kin or others having claims in respect of the estate of Evelyn Bowden late of 3 Hanover Court, Tower Road, Liphook, Hampshire, United Kingdom but formerly of 33 Church Road, Wimbledon, London, United Kingdom, retired teacher, deceased who died on 27 July 1996 are to send particulars of their claims to the executor Perpetual Trustees Victoria Limited of 50 Queen Street, Melbourne, Victoria, in the Will called the Perpetual Executors and Trustees Association of Australia Limited by 20 May 1997, after which date the executor will distribute the assets having regard only to the claims of which the executor then has notice.

DUNHILL MADDEN BUTLER, solicitors,  
575 Bourke Street, Melbourne

---

MELBA DORA SUNDQUIST, deceased

Creditors, next of kin or others having claims in respect of the estate of Melba Dora Sundquist late of Elizabeth Gardens Nursing Home, corner of Elizabeth Street and Warrigal Road, Burwood, Victoria, widow, deceased who died on 29 October 1996 are to send particulars of their claims to the executor John Anderson Sundquist of 7/9-11 Linda Street, Hornsby, New South Wales, by 20 May 1997, after which date the executor will distribute the assets having regard only to the claims of which the executor then has notice.

DUNHILL MADDEN BUTLER, solicitors,  
575 Bourke Street, Melbourne

LYNDSAY LORRAINE McKINLEY  
LAZARUS, late of Unit 1/19 Wilana Street,  
Ringwood in the State of Victoria, widow,  
deceased

Creditors, next of kin and others having claims in respect of the estate of the deceased (who died on 3 September 1996) are required by the administrator Prudence Jennifer Green of 6 King Street, Mt Evelyn in the said State of Victoria, to send particulars to her care of the undermentioned solicitors by 30 June 1997, after which date the administrator may convey or distribute the assets having regard only to the claims of which she then has notice.

SLATER & GORDON, solicitors, 11 Kay Street, Traralgon

Creditors, next of kin and others having claims in respect of the estate of Margaret Conochie late of 4 Vauxhall Road, Balwyn, Victoria, home duties, deceased who died on 2 August 1996 are to send particulars of their claims to The Equity Trustees Executors and Agency Company Limited of 472 Bourke Street, Melbourne, by 13 May 1997, after which date it will distribute the assets having regard only to the claims of which it then has notice.

EDWARD O'TOOLE, late of Royal Freemasons Homes of Victoria, 313 Punt Road, Prahran, Victoria, retired farmer, deceased

Creditors, next of kin and others having claims in respect of the estate of the deceased who died on 8 January 1997 are required by the executor Yvonne Myra O'Toole of care of 180 Queen Street, Melbourne, Victoria, to send particulars to her by 14 May 1997, after which date she may convey or distribute the assets having regard only to the claims of which she then has notice.

NICHOLAS O'DONOHUE & CO.,  
solicitors, 180 Queen Street, Melbourne

NANCY MONTGOMERY DONALDSON,  
late of Unit 7, 2 Erne Street, Mont Albert,  
deceased

Creditors, next of kin and others having claims in respect of the estate of the deceased who died on 16 October 1996 are required by Elinor Elizabeth Hancock of 3/293 Mount

Albert Road, Surrey Hills, retired bookkeeper and Permanent Trustee Company Limited of 294-296 Collins Street, Melbourne, the executors of the Will of the deceased to send particulars of their claims to the executors in the care of the undermentioned solicitors by 23 May 1997, after which date the executors may convey or distribute the assets having regard only to the claims of which they then have notice.

RUSSELL KENNEDY, solicitors, 10th Floor, 469 LaTrobe Street, Melbourne

Creditors, next of kin and others having claims in respect of the estate of Elizabeth Keogh, deceased who died on 5 November 1996 are required by the executor to send particulars of their claim to the undermentioned firm by 16 May 1997, after which date the trustee will convey or distribute assets having regard only to the claims of which the trustee then has notice.

LOMBARD & ASSOCIATES, solicitors,  
27 Station Road, Cheltenham

Creditors, next of kin and others having claim in respect of the estate of Maisie Millicent Annie Lavender late of 1 Peacock Street, West Brunswick, Victoria, deceased who died on 9 December 1996 are required by Vincent John Lavender of 3 Barwon Avenue, Keilor, to send particulars of their claim to the said Vincent John Lavender by 13 May 1997, after which date they will convey or distribute the assets having had regard only to the claims of which they then have notice.

AKEHURST, FRIEND & ALLAWAY,  
solicitors, Suite 1102, 10-16 Queen Street,  
Melbourne

Creditors, next of kin or others having claims in respect of the estate of the late Anna Maria Kinwel late of 33 Yarra Road, Croydon in the State of Victoria, deceased who died on 14 July 1996 are to send particulars of their claims to the administrator care of the undermentioned solicitors by 60 days, after which date the administrator will distribute the assets having regard only to the claims of which he then has notice.

FEATHERBY'S, solicitors, 1043a Point Nepean Road, Rosebud

Creditors, next of kin or others having claims in respect of the estate of the late Robert Edward Ware late of 3/18 Bute Street, Murrumbena in the State of Victoria, deceased who died on 26 July 1996 are to send particulars of their claims to the administrator care of the undermentioned solicitors by 60 days, after which date the administrator will distribute the assets having regard only to the claims of which he then has notice.

FEATHERBY'S, solicitors, 1043a Point Nepean Road, Rosebud

In the Supreme Court of the State of Victoria  
SALE BY THE SHERIFF

On 17 April 1997 at 2.30 p.m. at The Sheriff's Office, 8-20 King Street, Oakleigh 3166 (unless process be stayed or satisfied).

All the estate and interest (if any) of Dang K. Dinh and Agnes G. B. T. Dinh of 57 Bundeena Avenue, Keysborough, as shown on Certificate of Title as Dang Khanh Dinh and Agnes Giang Bach Thuy Dinh as joint proprietors of an estate in fee simple in the land described on Certificate of Title Volume 8836, Folio 440 upon which is erected a house known as 57 Bundeena Avenue, Keysborough.

Registered Mortgage No. S32775R, Covenant No. E563622 and Drainage and Sewerage Easement No. C536330 affect the said estate and interest.

Terms—Cash Only.

S. BLOXIDGE  
Sheriff's Officer

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the—

| Name of Owner on Books and Last Known Address                | Total<br>Amount<br>Due to<br>Owner | Description of<br>Unclaimed<br>Money | Date<br>when<br>Amount<br>first<br>became<br>Payable |
|--|------------------------------------|--------------------------------------|--|
|  |                                    |                                      |  |
| \$   |                                    |                                      |  |
| MURRAY GOULBURN CO-OPERATIVE CO. LTD                         |                                    |                                      |  |
| Whitsunday Foodtown, Whitsunday QLD                          | 124.00                             | Creditor                             | 28.6.95  |
| Miller, A.E., RMB 2140 Huon                                  | 1,000.00                           | Deposit                              | 23.11.95   |
| Draffin, M.J., 7 Paul St, Doncaster                          | 134.20                             | Dividend                             | 1.5.95   |
| Spencer, G.J. and F.J., Shop 13 The Hub, Burnett St, Buderim | 132.26                             | "                                    | "  |
| Huitson, R.A., South Gippsland Hwy, Loch                     | 166.77                             | "                                    | "  |
| Moon, B.W., RMB 1190 Rochester                               | 124.94                             | "                                    | "  |
| Mullane Est D.P., Cameron & Lowenstern, PO Box 74 Casterton  | 330.39                             | "                                    | "  |
| Finn, D., B., E., W. and M., PO Box 176, Tongala             | 411.02                             | "                                    | "  |
| Skene, L.F., 6 Bluegum Ave, Wheelers Hill                    | 103.94                             | "                                    | "  |
| Peace, S.A. and S., PVT Bag 6 Leitchville                    | 106.80                             | "                                    | "  |
| Draffin, M.J., 7 Paul St, Doncaster                          | 705.50                             | "                                    | 15.8.95  |
| Mifsud, C.R. and N., c/- Post Office Heywood                 | 197.55                             | "                                    | 1.11.95  |
| Spencer, G.J. and F.J., Shop 13 The Hub, Burnett St, Buderim | 132.26                             | "                                    | "  |
| Keetley, G. (Est) and A., 62 Knights Dve, Glen Waverley      | 215.64                             | "                                    | "  |
| O'Connor, N.F., 96 Walker St, Cobden                         | 112.19                             | "                                    | "  |
| Hunter R.J. and S.R., Murrabit                               | 325.92                             | "                                    | "  |
| Walker, C.N. and M.T., 16 Mortons Rd, Rochester              | 178.70                             | "                                    | "  |
| Hibbet, R. and M., Phillips Rd, Kerang East Via Kerang       | 187.26                             | "                                    | "  |
| Williams, E.I., 7 McColl St, Lockington                      | 157.86                             | "                                    | "  |
| McNair, J.F., M.S. and M.J., McNair Lane, Lockington         | 275.10                             | "                                    | "  |
| Peace, V.R. and G.M., RSD 548 Leitchville                    | 104.57                             | "                                    | "  |
| Jane, K.O. and A.P., RSD Summerhill, Kerang                  | 313.32                             | "                                    | "  |
| Gardner, K. and J.J., RMB 1230 Tallygaroopna                 | 171.79                             | "                                    | "  |
| Murphy, G.M. and M.R., PO Box 335 Kerang                     | 439.96                             | "                                    | "  |
| Maddison, N.R. and S.A., RMS 994 Lockington                  | 182.00                             | "                                    | "  |
| Radley, S.N., c/- H. Radley, PO Box 222 Rochester            | 156.65                             | "                                    | "  |
| Castle, D.R. and B.M., RMB 7845 Camperdown                   | 184.95                             | "                                    | "  |
| Thornton, H.V., RMB 2555, Numurkah                           | 100.08                             | "                                    | "  |

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Victoria Government Gazette

|  |          |             |         |
|--|----------|-------------|---------|
| Kennett, W.T. and R.E., RMB 4040 Numurkah                        | 201.45   | "           | "       |
| Leppin, F. and U., Fitzgerald's Rd, Bena                         | 387.08   | "           | "       |
| Cutler, R.H. and R.A., St Heliers Rd, Loch                       | 255.02   | "           | "       |
| Turner, J.E. and M.A., PO Box 120 Nathalia                       | 165.02   | "           | "       |
| Lenne, S.J. and J.L., RMB 1201 Cobram                            | 271.63   | "           | "       |
| Woolley, D.G. and V., RMB 1670 Numurkah                          | 256.83   | "           | "       |
| O'Malley, P.T. and J.M., RMB 2046 Old Leongatha Rd, Kardella Sth | 169.80   | "           | "       |
| Lovas, M. and Y., RMB 4225 Maffra                                | 143.01   | "           | "       |
| Hicken, P., Limonite Rd, Mirboo North                            | 421.78   | "           | "       |
| McKay, J.D. and G.S., Mossiface                                  | 256.31   | "           | "       |
| Fiddelaers, J.W. and L.G., RMB 4505 Leongatha Nth Rd, Leongatha  | 190.18   | "           | "       |
| Taylor, T.J., Cape Patterson Rd, Inverloch                       | 153.95   | "           | "       |
| Aliberti, A. and S., Calrossie Rd, Yarram                        | 161.85   | "           | "       |
| Brown, D., 34 Bayley St, Moe                                     | 117.87   | "           | "       |
| Hamilton, N.E. and E.J., Falls Rd, Fish Creek                    | 197.87   | "           | "       |
| Kelly, D.F., RMB 2141 Tallangatta                                | 101.79   | "           | "       |
| Scadden, M.A. and V.J., RMB 1007 Nathalia                        | 419.42   | "           | "       |
| Zuidema, W., 106 Brown St, Leongatha                             | 393.84   | "           | "       |
| Nicoll, D.H., Hoddle Rd, Fish Creek                              | 284.05   | "           | "       |
| Paisley, B.J. and G.M., Honeys Rd, Wonthaggi                     | 106.61   | "           | "       |
| Moor, F., Box 64 Nathalia  | 327.07   | "           | "       |
| Francis, G.B. and J.P., Promontry Rd, Yanakie                    | 105.53   | "           | "       |
| McKenzie, D.G., Calrossie, Yarram                                | 132.34   | "           | "       |
| Smith, R.J., and B.C., RSD Mators Rd, Cohuna                     | 117.45   | "           | "       |
| Chambers, D.G. and D.M., RSD 2264 Kerang                         | 175.76   | Milk Supply | 15.3.95 |
| Galsson, B.N., E.M. and D.R., 68 Robertson St, Nathalia          | 518.97   | "           | "       |
| Chambers, D.G. and D.M., RSD 2264 Kerang                         | 333.82   | "           | "       |
| Harrington, B. and K., RMB 4370 Nambrok                          | 307.45   | "           | "       |
| Pursell, G.M. and R.A., 45 Brett St, Murrumbeena                 | 313.43   | "           | "       |
| Thompson Taree Estate, Church Rd, RMB 4847 Hazelwood             | 1,868.18 | "           | 18.5.95 |
| Grigg, P.R., Halston Via Leongatha                               | 2,512.80 | "           | "       |
| Overeem, G.R., c/- Post Office Boisdale                          | 409.59   | "           | 15.8.95 |
| Humm, J.G. and H.A., RMB 4285 Koroit                             | 211.38   | "           | "       |
| Evans, J.E.S. and C.M., PO Box 130A Stanhope                     | 1,392.55 | "           | "       |
| Bowen, M.G., PO Box 194 Lakes Entrance                           | 126.23   | "           | "       |
| Humm, J.G. and H.A., RMB 4285 Koroit                             | 1,071.50 | "           | "       |
| Keane, M.A., Southern Cross-Koroit Rd, Koroit                    | 599.13   | Wages       | 11.9.95 |

97011

CONTACT: KARIN RICHARDS, PHONE: (03) 9389 6448

PHILIP MORRIS LTD

|  |        |                    |         |
|--|--------|--------------------|---------|
| Hartley, J., c/- 51 Mount St, Perth WA | 681.36 | Wages and salaries | 10.1.95 |
|--|--------|--------------------|---------|

97009

CONTACT: JOANNE PAOLA, PHONE: (03) 9556 0264





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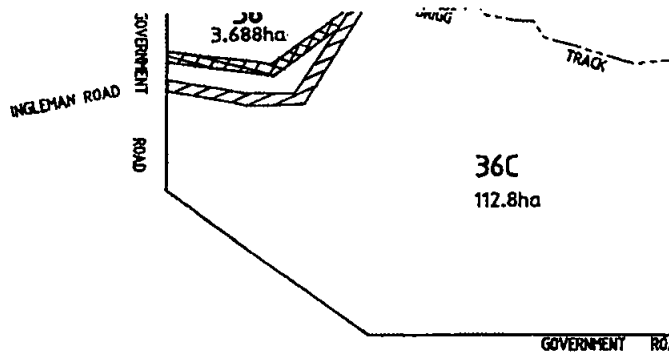
**Anstat Pty Ltd ACN 005 446 748**  
**224-226 Normanby Road Southbank Vic 3006**

**GOVERNMENT AND OUTER BUDGET SECTOR  
AGENCIES NOTICES**

**BAW BAW SHIRE COUNCIL  
Road Deviation**

Notice is hereby given in accordance with the provisions of Clause 2, Schedule 10 of the **Local Government Act 1989**, that the Baw Baw Shire Council declares the land shown on the plan below by cross hatching shall be discontinued as a road and in its stead, the land shown on the plan by hatching shall be a public highway from the date of publication of this notice in the Government Gazette.

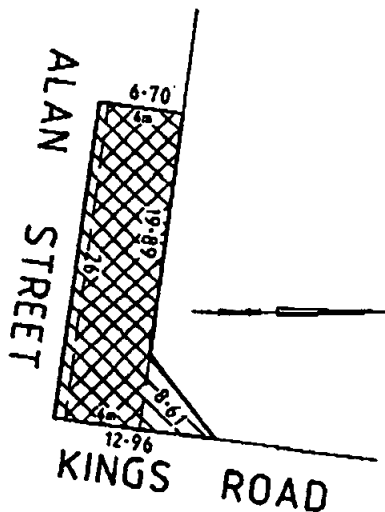
The land in question is Crown Allotments 36C and 36D in the Parish of Neerim South.



JOHN F. DYER  
Chief Executive Officer

**BRIMBANK CITY COUNCIL  
Road Discontinuance**

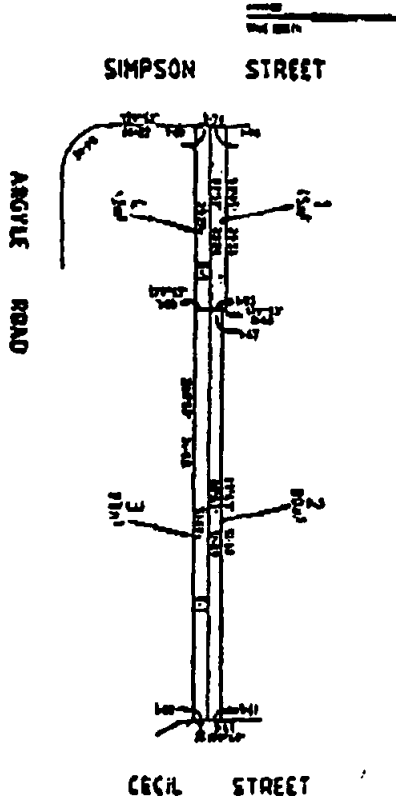
That the Brimbank City Council at its ordinary meeting held on 11 March 1997, formed the opinion that the road shown hatched and cross-hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the road and having advertised and served notices regarding the proposed discontinuance and there being no submissions made under Section 223 of the **Local Government Act 1989**, orders that the said part of the road situated at the corner of Alan Street and Kings Road, St Albans, be discontinued pursuant to Schedule 10, Clause 3 (a), of Section 206 of the said Act, and the land of the discontinued road vest in the Council pursuant to Section 207B of the said Act and be sold by Private Treaty to the owners of the land abutting the road, subject to the right, power or interest held by City West Water Ltd in the road in connection with any sewers, drains and pipes under the control of that Authority in or near the road, and shown cross-hatched on the plan hereunder.



ROB SPENCE  
Chief Executive Officer

**BOROONDARA CITY COUNCIL**  
Road Discontinuance

Under Section 206 and Schedule 10, Clause 3 of the Local Government Act 1989 the Boroondara City Council at its ordinary meeting held on 11 November 1996 formed the opinion that the road shown on the plan below is not reasonably required as a road for public use and resolved to discontinue the road and to sell the land from the road to the abutting owners, notwithstanding such discontinuance, Boroondara City Council shall continue to have and possess the same right title power authority or interest in relation to the land shown marked E-1 on the said plan as it had possessed prior to such discontinuance.



MICHAEL KENNEDY  
Chief Executive Officer

**Banyule City Council**  
**ROAD DISCONTINUANCE**

Pursuant to Section 206 and Schedule 10 Clause 3 of the Local Government Act 1989 the Banyule City Council at its ordinary meeting held on 3 March 1997, having formed the opinion that the section of "road" shown hatched on the plan below is not reasonably required as a "road" for public use, resolved to discontinue the "road" and sell the land by private treaty to the abutting owner subject to any right, power or interest held by Yarra Valley Water Ltd in that part of the land shown hatched in connection with any sewers under its control in or near the "road".

PW Soding  
Director City Development

**BANYULE CITY COUNCIL**  
**ROAD DISCONTINUANCE**

Pursuant to Section 206 and Schedule 10 Clause 3 of the Local Government Act 1989 the Banyule City Council at its ordinary meeting held on 3 March 1997, having formed the opinion that the section of "road" shown hatched and cross-hatched on the plan below is not reasonably required as a "road" for public use, resolved to discontinue the "road" and transfer the land from the road to the Council subject to any right, power or interest held by Yarra Valley Water Ltd in that part of the land shown cross-hatched in connection with any sewers under its control in or near the "road".

PW Soding  
Director, City Development.

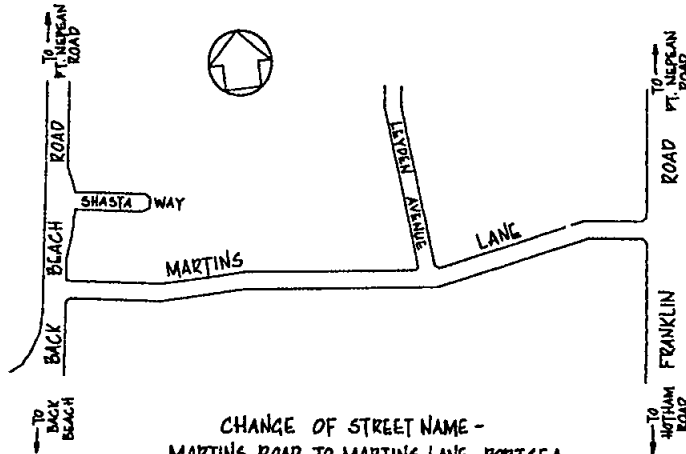
**ERRATUM**  
**CITY OF HOBSONS BAY**  
Road Discontinuance

A notice given by Hobsons Bay City Council pursuant to Clause 3 of Schedule 10 of the Local Government Act 1989 which was published in the Victoria Government Gazette dated 14 November 1996 at Page 2933 is amended by deleting the word "hatched" and substituting the words "enclosed by continuous thick lines having an area of 403 square metres as shown".

KEN McNAMARA  
Chief Executive Officer

MORNINGTON PENINSULA SHIRE COUNCIL  
 Change of Road Name—Martins Road to Martins Lane, Portsea

Pursuant to Section 206 and Schedule 10, Clause 5 of the Local Government Act 1989, the Mornington Peninsula Shire Council has resolved to change the name of Martins Road, Portsea, to "Martins Lane" as shown on the plan below.

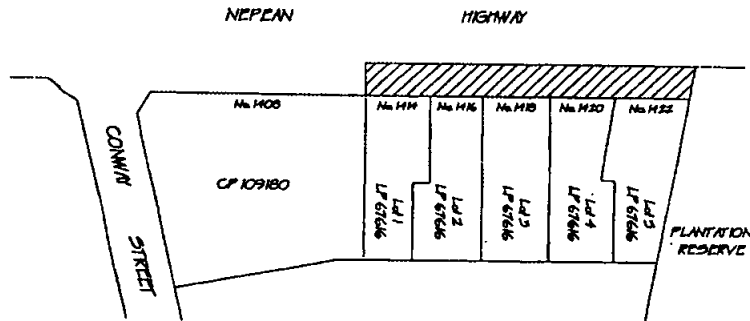


CHANGE OF STREET NAME -  
 MARTINS ROAD TO MARTINS LANE, PORTSEA

WARWICK DILLEY  
 Chief Executive

MORNINGTON PENINSULA SHIRE COUNCIL  
 Naming of Road—Peninsula Place, Mt Eliza

Pursuant to Section 206 and Schedule 10, Clause 5 of the Local Government Act 1989, the Mornington Peninsula Shire Council has resolved to assign the name "Peninsula Place" to the road shown hatched on the plan below.



NAMING OF SERVICE ROAD - PENINSULA PLACE  
 NEPEAN HIGHWAY, MT. ELIZA

SERVICE ROAD TO BE NAMED SHOWN HATCHED

R96-12  
 WARWICK DILLEY  
 Chief Executive

**MORNINGTON PENINSULA PLANNING  
SCHEME**

**Notice of Preparation of Planning Scheme**

The Mornington Peninsula Shire Council has prepared a new Mornington Peninsula Planning Scheme.

The Planning Scheme affects all of the area of the municipal district of the Mornington Peninsula Shire Council.

The Planning Scheme introduces a new Mornington Peninsula Shire Planning Scheme as required by the **Planning and Environment (Planning Schemes) Act 1996**, including a new format containing selected provisions from the Victoria Planning Provisions, a municipal strategic statement, state and local policy frameworks, standardised zones, overlays, particular provisions relating to use and development, and a number of administrative provisions and definitions. The new Planning Scheme also incorporates a number of documents specified in the Planning Scheme, and contains new maps applying the standardised zones and overlays to land within the area covered by the scheme.

The Planning Scheme, including incorporated documents and maps, can be inspected during office hours at: Mornington Peninsula Shire Council, Rosebud Office, Besgrove Street, Rosebud; Mornington Peninsula Shire Council, Mornington Office, Queen Street, Mornington; Mornington Peninsula Shire Council, Hastings Office, Marine Parade, Hastings and the Department of Infrastructure, Ground Floor, Oldfleet Buildings, 477 Collins Street, Melbourne 3000.

Submissions about the Planning Scheme must be sent to the Mornington Peninsula Shire Council, Service Planning, P.O. Box 1000, Rosebud 3939, by Friday, 16 May 1997. A submission may include a request that a State standard provision be included in or deleted from the Planning Scheme, but cannot request a change to the terms of any State standard provision.

**WARWICK DILLEY**  
Chief Executive

**GREATER SHEPPARTON CITY COUNCIL**  
Amendment to Local Law No. 1  
Environment

Notice is hereby given that the Greater Shepparton City Council, at its meeting on 5 March 1997, made an amendment to Local

Law No. 1—Environment. Local Law No. 1 prohibits, regulates and controls activities, events, practices and behaviour in places so that no detriment is caused to the amenity of the municipal district, nor nuisance to a person, nor detrimental effect to a person's property, and provides for:

- the regulation and control of activities, events, practices and behaviour to protect the amenity of the area;
- the regulation and control of activities on roads and footpaths;
- the keeping of animals, birds, poultry and reptiles;
- the control of wandering livestock.

Amendment No. 1 inserts provisions enabling the control of:

- riding of horses on public reserves;
- advertising vehicles for sale on the street;
- discharge of water onto Council land;

and corrects, expands and clarifies the wording of the principal Local Law.

A copy of Local Law No. 1 can be inspected at any of the following Council Offices: Central Office, Welsford Street, Shepparton; Nixon Street Office, Shepparton and Tatura Office, Casey Street, Tatura.

**BILL JABOOR**  
Chief Executive Officer

**GREATER SHEPPARTON CITY COUNCIL**  
Processes of Municipal Government  
(Meeting Procedure and Common Seal)  
Local Law No. 4

Notice is hereby given that the Greater Shepparton City Council, at its meeting on 5 March 1997, made Local Law No. 4.

The purpose and general purport of the Local Law No. 4 is to:

- (a) provide a mechanism to facilitate the good government of the Council through its formal meeting procedure to ensure effective and efficient Council decisions are made in a manner which acknowledges the role of Local Government within the Australian system of Government;
- (b) regulate and control the election of Mayor and the Chairperson of any Special Committee;

- (c) regulate and control the procedures governing the conduct of meetings including meetings of Special Committees of the Council;
- (d) regulate and control the use of the Council's seal;
- (e) provide for the administration of the Council's powers and functions; and to
- (f) provide generally for the peace, order and good government of the municipal district.

A copy of Local Law No. 4 can be inspected at any of the following Council Offices: Central Office, Welsford Street, Shepparton; Nixon Street Office, Shepparton and Tatura Office, Casey Street, Tatura.

BILL JABOOR  
Chief Executive Officer

MILDURA RURAL CITY COUNCIL  
Local Law No. 1—Processes of Municipal Government  
(Procedures for Meetings Local Law)

The Mildura Rural City Council has made a Local Law for the purpose of regulating proceedings at meetings of Council and Committees.

The general purport of the Local Law includes a specification of the laws which will govern order of business, rules of debate, procedure, public access, conduct at meetings and penalties of non compliance with such laws as they relate to these meetings.

The Local Laws of the former Council were revoked by the orders constituting the Mildura Rural City Council and were based upon the model Local Law developed by the Municipal Association of Victoria as is this Local Law.

Copies of the Local Law are available from the Madden Avenue Centre, 108-116 Madden Avenue, Mildura; the Ouyen Service Centre, Oke Street, Ouyen or by telephoning Grace McGlashan on (03) 5021 9203.

Persons affected by the proposed Local Law had the opportunity to make a submission to Council. No submissions were received by Council who at the 6 February Council meeting adopted the Local Law which comes into effect from 6 March 1997.

GRAEME DAVY  
Chief Executive Officer

MELTON SHIRE COUNCIL  
General Amendment Local Law 1996

Notice is hereby given that at a meeting held on 3 February 1997 Council resolved to make a Local Law entitled "General Amendment Local Law 1996" pursuant to the provisions of the Local Government Act 1989.

The purpose and general purport of the Local Law is to amend the principal Local Law in relation to:

- the protection of footpaths, kerb and channel, nature strip and vehicle crossings which are adjacent to the land, to which a building permit relates or is likely to be affected by the building works authorised by the building permit;
- the amendment Local Law will require the holder of a building permit to notify the Council of any pre-existing damages to the road;
- Clauses 905 and 906 of the principal Local Law being substituted with new clauses relating to the collection of refuse, refuse receptacles and separation of recyclables;
- the substituted clauses will contain provisions for:
  - the placement and retrieval of receptacles
  - the type of receptacle that may be used
  - the separation of recyclables.

A copy of the proposed Local Law is available for inspection at the Civic Centre, 232 High Street, Melton during office hours.

A. PENNELL  
Chief Executive Officer

NORTHERN GRAMPIANS SHIRE  
COUNCIL

Adoption of Local Law No. 4  
Meeting Procedure

Notice is hereby given that at a meeting of the Northern Grampians Shire Council held on 4 March 1997, Council made Local Law No. 4 pursuant to the Local Government Act 1989. Local Law No. 4 is effective as of 4 March 1997.

The purpose of the Local Law is to:

- provide a mechanism to facilitate the good government of the Northern Grampians Shire Council through its formal meeting procedure;
- regulate and control the election of the Mayor;
- regulate and control the procedures governing the conduct of meetings;
- provide for the administration of the Council's powers and functions;
- provide generally for the peace, order and good government of the municipal district.

The general purport of the Local Law is to facilitate the efficient conduct of Council and Committee meetings through the application of meeting procedures, outlining the manner in which business is to be considered and the various requirements placed on Council and Committee members in that process.

A copy of the Local Law may be inspected at or obtained from the Customer Service Centres in Stawell and St Arnaud during office hours.

R. A. MARSHALL  
Chief Executive Officer

**MOONEE VALLEY CITY COUNCIL**  
Meeting Procedures Local Law 1997

Notice is hereby given that Moonee Valley City Council has made the following Local Law under Section 111 (1) of the Local Government Act 1989.

**TITLE**

Meeting Procedures Local Law 1997 (Local Law No. 4).

**PURPOSE**

The principal objectives of this Local Law are to:

- regulate proceedings at meetings of Council, Special Committees and Advisory Committees; and
- regulate the use of the common seal; and
- prohibit unauthorised use of the common seal or any device resembling the common seal; and
- make provision for related administrative procedures.

**GENERAL PURPORT**

**Part 1—Introductory**

The Local Law will come into operation on the day after which it is made and will apply and operate throughout the whole of the municipal district. Terms used in the Local Law are defined in this Part.

**Part 2—The Common Seal**

- regulates keeping and use of the common seal of the Council;
- common seal must not be affixed to a document except to implement a decision of the Council made by resolution.

**Part 3—Election of Mayor, Committee Chairperson**

**Division 1—Procedure for Election of Mayor and Delegates:**

- The procedure for election for Mayor at the special meeting convened for the purpose provides:
  - election of temporary Chairperson to chair the meeting until the Mayor is elected;
  - Chief Executive to be Returning Officer for the election of Mayor;
  - if there is more than one nomination for the office of Mayor, a secret ballot to be conducted by the Returning Officer;
  - Mayor is to chair meetings of the Council; if absent a Temporary Chairperson to be elected using the same process as for election of Mayor.

**Division 2—Election of Chairperson and Delegates:**

- Subject to relevant provisions of the Local Government Act 1989, the Council to follow the procedure for election of Mayor in determining:
  - the Chairperson for a Special Committee or an Advisory Committee;
  - delegates or Council representatives to other organisations.

## Part 4—Council Meetings and Procedures

Division 1—Council Business—  
Description and Procedures:

- quorum for a Council meeting is a majority of the Councillors holding office;
- if a quorum is not raised at a meeting, the meeting may be adjourned. If a quorum cannot be maintained at a meeting, the meeting lapses;
- dates, times and places of meetings are within discretion of the Council;
- subject to provisions of the **Local Government Act 1989**, public notice of meetings will be by notice at the Council office and, where time permits, will be advertised in a newspaper generally circulating in the municipal district;
- no business to be transacted at an ordinary meeting unless it appears on the agenda. In particular circumstances additional business can be admitted as urgent business by Council resolution;
- order and procedure for conduct of business at ordinary meetings provides for:
  - leave of absence to be in writing;
  - minutes to record proceedings of meetings;
  - deputations and presentations;
  - tabling of petitions;
  - reports by Mayor and Council Delegates;
  - presentation of reports included in the agenda;
  - notices of motion—48 hours notice must be given to Councillors;
  - public question time;
  - reports of Committees.
- special meetings of the Council to be convened as provided in the **Local Government Act 1989**;
- meetings to conclude by 10.00 p.m.; a half hour extension can be determined by resolution.

## Division 2—Motions, Amendments and Voting:

- motions to relate to powers and functions of Council and be in writing if requested by the Chairperson;
- motions and amendments to be seconded;
- provides a sequence for dealing with motions, amendments and foreshadowed motions;
- procedure for rescission or alteration of resolutions—requires notice of intention within 48 hours after the meeting;
- a procedure outlined for formal motions.

## Division 3—Conduct of Debate:

This Division provides for:

- Councillor must rise when speaking;
- interruptions, interjections and relevance;
- priority of address;
- Councillors not to speak twice to same motion or amendment;
- resumption of adjourned debate;
- time limits (mover—5 minutes; other speakers—3 minutes; right of reply—2 minutes):
- Chairperson may speak;
- personal explanation;
- Chairperson may require a Councillor to withdraw remark;
- gallery to be silent;
- ejection of disorderly visitors;
- Chairperson may adjourn disorderly meeting;
- vote to be taken in silence;
- Chairperson may direct that the vote be re-counted;
- Councillor may call for division on motion;
- points of order;
- disagreeing with Chairperson's ruling;
- production of documents;



- recording proceedings;
- Council may suspend a Councillor from a meeting;
- removal from chamber;
- procedure not provided in Local Law (resort to the rules, forms and usages of the Victorian Parliament);
- Offences:
  - use the common seal without authority;
  - failure to withdraw an expression when required by the Chairperson;
  - failing to obey a direction of the Chairperson relating to the conduct of the meeting and the maintenance of order;
  - visitor who is guilty of any improper or disorderly conduct failing to leave the meeting when requested;
  - Councillor refusing to leave the chamber on suspension.

Part 5—Special Committees composed solely of Councillors.

- the provisions of Part 4 apply to Special Committees composed solely of Councillors with any necessary modifications;
- the Council may resolve that any provision of Part 4 is not to apply to a Committee.

Part 6—Other Committees

- the provisions of Part 4 apply to other Special Committees and Advisory Committees with any necessary modifications;
- the Council may resolve that any provision of Part 4 is not to apply to a Committee.

A copy of the Local Law may be inspected or purchased from the Moonee Valley Civic Centre, Kellaway Avenue, Moonee Ponds 3039.

LINDSAY A. MERRITT  
Chief Executive

MITCHELL SHIRE COUNCIL  
Notice of Making Local Law  
Meeting Procedure  
Local Law No. 4

Notice is hereby given that the Mitchell Shire Council, at its meeting on 21 January 1997, made a Local Law entitled Meeting Procedure Local Law No. 4.

The purpose (objective) of the Local Law is to:

- (a) regulate proceedings for Council meetings, Special Committee meetings, Advisory Committee meetings and other meetings conducted by, or on behalf of Council, where Council has resolved that the provisions of this Local Law are to apply;
- (b) regulate proceedings for the election of the Mayor and Chairpersons of various Committees; and
- (c) to regulate the use of the Common Seal.

A copy of the Local Law may be inspected or obtained from Council's Office at 113 High Street, Broadford.

This Local Law operates from 17 March 1997.

D. J. TRELOAR  
Chief Executive Officer

EAST GIPPSLAND SHIRE COUNCIL  
Local Law No. 1—Processes of Municipal  
Government  
(Procedures for Meetings)

Notice is hereby given that the East Gippsland Shire Council at its meeting of 3 March 1997, made Local Law No. 1—Processes of Municipal Government (Procedures for Meetings). The purpose and the general purport of this Local Law is to:

- (a) provide a mechanism to facilitate the good government of the East Gippsland Shire Council through its formal meeting procedure to ensure effective and efficient Council decisions are made in a manner which acknowledges the role of local government within the Australian system of Government;
- (b) to promote and encourage community participation in the system of local government by providing mechanisms for the Council to ascertain the community's views and expectations;
- (c) to regulate and control the election of Mayor;
- (d) to regulate and control the procedures governing the conduct of meetings;
- (e) to provide for the administration of the Council's powers and function; and

(f) to provide generally for the peace, order and good government of the municipal district.

A copy of the Local Law may be inspected or obtained from the Shire's Business Centres in Bairnsdale, Lakes Entrance, Orbost and Omeo.

GRAEME PEARCE  
Chief Executive

RURAL CITY OF WANGARATTA  
Wangaratta Public Cemetery  
Scale of Fees

Fees set by Wangaratta Public Cemetery Trust.

In pursuance of the powers conferred upon them by the Cemeteries Act, the Trustees of the Wangaratta Public Cemetery hereby make the following scale of fees, which shall come into operation upon publication in the Government Gazette, and from and after such publication every scale of fees heretofore made by the said trustees shall be and is hereby rescinded to the extent to which it conflicts with this scale.

DETAILS OF FEES

|   | \$     |
|---|--------|
| Gravesite                               |        |
| General and lawn                        | 520.00 |
| Children (under 12 months)              | 100.00 |
| Interment Fee                           |        |
| 1st and 2nd interments                  | 420.00 |
| Children                                | 260.00 |
| Vault                                   | 520.00 |
| Extra charge—Saturday or public holiday | 360.00 |
| Lawn Plaques (including installations)  |        |
| Single 380 x 280 mm                     | 330.00 |
| Dual                                    | 380.00 |
| Dual—detachable plant                   | 80.00  |
| Interment of Ashes                      |        |
| Niche wall including plaque             | 420.00 |
| Rose garden including plaque            | 460.00 |
| Shrub or tree                           | 500.00 |
| Private gravesite                       | 110.00 |

|   |        |
|---|--------|
| Disposal of Ashes other than Interment      | 50.00  |
| Permission to Erect Headstone or Monument   |        |
| General 10% of costs—minimum                | 120.00 |
| Lawn—excluding flower containers            | 70.00  |
| Children's lawn—excluding flower containers | 50.00  |
| Second inscription                          | 50.00  |
| Miscellaneous                               |        |
| Search fee                                  | 30.00  |
| Removal of cover (at owners risk)           | 50.00  |
| Exhumation fee                              | 950.00 |

Dated 11 February 1997

PAUL SQUIRES  
Business Manager Citizen Services

**Planning and Environment Act 1987**  
**BOROONDARA PLANNING SCHEME**  
Notice of Amendment to a Planning Scheme  
Amendment L26

The City of Boroondara has prepared Amendment L26 to the Boroondara Planning Scheme.

The amendment affects land at 391-393 Tooronga Road, East Hawthorn.

The amendment proposes to insert a site specific control into the Light Industrial Zone to enable the site to be used and developed as an office without a planning permit, provided that such use and development generally accords with plans that are also referred to in the site specific clause.

The amendment does not change the zoning of the land.

The proponents of the amendment wish to redevelop the existing building and to construct a new office building.

The subject site is located within the Cato Street, Hawthorn Precinct as identified in the City of Boroondara Economic Strategy (September 1996). The strategy supports the location of offices in this location.

The amendment can be inspected during office hours at the Department of Planning and Development, Ground Floor, Olderfleet Buildings, 477 Collins Street, Melbourne or The Strategic and Economic Development Unit, City of Boroondara, First Floor, 8 Inglesby Road, Camberwell.

Submissions about the amendment must be sent to Strategic Planning, City of Boroondara, Private Bag 1, Camberwell 3124, by 14 April 1997.

MICHAEL KENNEDY  
Chief Executive Officer

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**Planning and Environment Act 1987**  
**FLINDERS PLANNING SCHEME**  
Notice of Amendment to a Planning Scheme  
Amendment L160

The Mornington Peninsula Shire Council has prepared Amendment L160 to the Flinders Planning Scheme.

The amendment affects the land:

Plan of Consolidation 172919 at 3765 Point Nepean Road, Portsea (corner Back Beach Road) known as "Portsea Village Resort".

The amendment proposes to change the Planning Scheme by:

- (1) Amending Condition 33 of Clause 2.20 (9) to enable the existing recreational facilities at Portsea Village Resort to be used by those attending conferences at the premises.
- (2) Amending Condition 38 of Clause 2.20 (9) to allow the general public to use the restaurant and lounge bar.
- (3) Amending Condition 39 of Clause 2.20 (9) to increase the seating capacity of the restaurant to not more than 100 persons.
- (4) Including "Conference Centre" in Column 2 of the Table of Uses to Clause 2.20 (9) so that an application can be made for that use.

The amendment can be inspected at Mornington Peninsula Shire Council: Rosebud Office: Boneo Road, Rosebud; Mornington Office: Queen Street, Mornington; Hastings Office: Marine Parade, Hastings; and Department of Infrastructure, Local Government, Planning and Market Services Division, Olderfleet Buildings, 477 Collins Street, Melbourne.

Submissions about the amendment must be sent to Chief Executive, Mornington Peninsula Shire Council, Private Bag 1000, Rosebud 3939, by 14 April 1997.

PETER BERGMAN  
Development Planner

**Planning and Environment Act 1987**  
**GREATER GEELONG PLANNING**  
**SCHEME**  
Notice of Amendment  
Amendment RL186

The City of Greater Geelong has prepared Amendment RL186 to the Greater Geelong Planning Scheme.

The amendment proposes to amend the Regional Section of the Greater Geelong Planning Scheme to:

- rezone land at the corner of Plantation Road and Anakie Road from Public Purposes (Existing)—4—Barwon Water to Rural Residential;
- rezone land bound by Emersons Road, Plantation Road, Matthews Road and part of the Corio Aerodrome from Rural General Farming to Rural Residential; and
- rezone land in Pigdons Road, Waurm Ponds from Public Purposes (Proposed)—22—State Electricity Commission to Rural Future Urban.

The amendment also proposes to amend the Local Section of the Greater Geelong Planning Scheme to insert a site specific ordinance provision into the Local Section to enable land at 195 Shell Road, Ocean Grove (Lot 20, LP93054) to be subdivided into two lots subject to a planning permit.

The amendment can be inspected at City of Greater Geelong, 2nd Floor, 103 Corio Street, Geelong; Department of Infrastructure, Office of Planning and Heritage, 5th Floor, State Government Offices, corner Little Malop and Fenwick Streets, Geelong and Department of Infrastructure, Olderfleet Buildings, 477 Collins Street, Melbourne.

Submissions about the amendment must be sent to the Integrated Planning Unit, City of Greater Geelong, P.O. Box 104, Geelong 3220, by Monday, 14 April 1997.

CHUBB FADGYAS  
Co-ordinator Urban and  
Environmental Planning

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**Planning and Environment Act 1987**  
**KINGSTON PLANNING SCHEME**  
Notice of Amendment  
Amendment L27

The City of Kingston has prepared Amendment L27 to the Local Section of the Kingston Planning Scheme.

The amendment proposes to rezone land Lot 1, Plan of Subdivision 404014N, Kinross Avenue, Edithvale from a Restricted Light Industrial Zone to a Residential "C" Zone.

The purpose of the amendment is to enable the development of residential uses more compatible with the surrounding area and provide a buffer between the existing Restricted Light Industrial land to the south.

The amendment can be inspected at City of Kingston, Mentone Office, corner Brindisi Street and Mentone Parade, Mentone 3194 and Department of Planning and Development, Ground Floor, Olderfleet Buildings, 477 Collins Street, Melbourne 3000.

Submissions about the amendment must be sent to Chief Executive Officer, City of Kingston, P.O. Box 21, Moorabbin 3189. Attention Ian Nice, Team Leader—Statutory Approvals by 18 April 1997.

IAN NICE  
Team Leader Statutory Approvals

**Planning and Environment Act 1987  
COLAC OTWAY SHIRE PLANNING  
SCHEME**

**Notice of Amendment  
Amendment L11**

The Colac Otway Shire has prepared Amendment L11 to the Colac Otway Shire Planning Scheme (Colac Shire Chapter).

The amendment affects land at Part Lot 2, Plan of Subdivision 81390, Parish of Irrewarra, South West corner of Princes Highway and Drapers Road, Irrewarra.

The amendment proposes to amend the local Section of Chapter 2 (Colac Shire Chapter) of the Colac Otway Shire Planning Scheme by inserting a new clause after Clause 156 (Colac Shire Chapter) to provide for the development and use of land for a Tourist Development upon a 3.977 hectare rural allotment at the South West corner of the Princes Highway and Drapers Road, Irrewarra, subject to consent by the Responsible Authority of a Development Plan.

The amendment can be inspected free of charge during office hours at Colac-Otway Shire, 2 Rae Street, Colac; Department of Infrastructure, Office of Planning and Heritage, 5th Floor, State Government

Offices, corner Little Malop and Fenwick Streets, Geelong and Department of Infrastructure, Olderfleet Buildings, 477 Collins Street, Melbourne.

Submission about the amendment must be sent to the Town Planning Department, Colac Otway Shire, 2 Rae Street, Colac 3250, by 4.00 p.m., Tuesday, 15 April 1997.

D. S. WELSH  
Chief Executive Officer

**Planning and Environment Act 1987  
HUME PLANNING SCHEME  
Notice of Amendment  
Amendment L25**

The Hume City Council has prepared Amendment L25 to the Hume Planning Scheme.

The amendment rezones approximately 2.6 hectares of land on the west side of Merlynston Creek, at Dallas, from Business 3 (Bus3) to Urban Residential (Res1).

The land affected by the amendment comprises an area of approximately 2.6 hectares located west of the Merlynston Creek and east of Pyalong Crescent, as shown on the map forming part of the amendment.

The land is currently vacant save for some existing vegetation and all urban services are available to the area. The Urban Residential (Residential 1) Zone will allow Council to consider future subdivision, use and development of the land for residential and other complementary uses.

Where you may inspect this amendment: Hume City Council, Sunbury Office, 36 Macedon Street, Sunbury 3429 and Office of Planning and Heritage, Ground Floor, Olderfleet Buildings, 477 Collins Street, Melbourne 3000.

Submissions about the amendment must be sent to Manager Strategic Planning, Sunbury Office, P.O. Box 42, Sunbury 3429, Attention Mr Bruce McConchie, by 17 April 1997.

JOHN W. WATSON  
Chief Executive Officer

**Planning and Environment Act 1987  
PAKENHAM PLANNING SCHEME  
Notice of Amendment  
Amendment L139**

The Cardinia Shire Council has prepared Amendment L139 to the Local Section of the Pakenham Planning Scheme.

The amendment affects land described as CP104524, Crown Allotment 70, Parish of Pakenham, 15 High Street, Guys Hill.

The amendment proposes to change the Planning Scheme by inserting a site specific control within the Landscape Zone under Clause 6.6.5 to allow the land to be subdivided into two lots subject to the granting of a Planning Permit.

The amendment can be inspected at Cardinia Shire Council, Municipal Offices, Henty Way, Pakenham, Victoria 3810 and Department of Infrastructure, Plan Inspection Section, Olderfleet Buildings, 477 Collins Street, Melbourne, Victoria 3000.

Any person who is affected by the amendment may make a submission about the amendment. Submissions about the amendment must be sent to Cardinia Shire Council, P.O. Box 7, Pakenham, Victoria 3810, by 11 April 1997.

PHILLIP WALTON  
Manager—Development

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**Planning and Environment Act 1987**  
**YARRA RANGES PLANNING SCHEME—**  
**LOCAL SECTION**  
Chapter 4 (Sherbrooke District)  
Notice of Amendment  
Amendment L63

The Council of the Shire of Yarra Ranges has prepared an amendment, Amendment L63, to the Yarra Ranges Planning Scheme—Local Section—Chapter 4 (Sherbrooke District).

The amendment proposes to insert a site specific clause in the Landscape Living Zone provisions which will allow for the consideration of an application for Consulting Rooms on Part C. A. 5, Section D, Parish of Monbulk (485) Mt Dandenong Tourist Road, Olinda.

**SUBMISSIONS**

The amendment can be inspected free of charge during normal office hours at the following Yarra Ranges Service Centres: Lilydale: Anderson Street, Lilydale; Monbulk: 94 Main Street, Monbulk; Healesville: 276 Maroondah Highway, Healesville; Upwey: 40 Main Street, Upwey; Yarra Junction: Warburton Highway/Hoddle Street, Yarra Junction and at Department of Infrastructure,

Office of Planning and Heritage, Ground Floor, Olderfleet Buildings, 477 Collins Street, Melbourne.

Any submissions about the amendment must:

- Be made in writing, giving the submitter's name, address and, if practicable, a phone number for contact during office hours.
- Set out the views on the amendment that the submitter wishes to put before Council and indicate what changes (if any) the submitter wishes made to the amendment.
- State whether the person/s making the submission/s wishes to be heard in support of their submission.

Submissions must be sent to Mr Eric Howard, Chief Executive Officer, Shire of Yarra Ranges, P.O. Box 105, Lilydale 3140, and must reach the Shire at the above address by 14 April 1997.

Enquires about the amendment can either be made by calling at the Land Use Strategy and Services Unit, Lilydale Office, Anderson Street, Lilydale, during normal office hours or by telephoning Mr Gerard Gilfedder on either 1300 368 333 or directly on (03) 9735 8396.

Dated 4 March 1997

GRAHAM WHITT  
Manager Land Use Strategy and Services

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**Planning and Environment Act 1987**  
**ROSEDALE PLANNING SCHEME**  
Notice of Amendment to a Planning Scheme  
Amendment L47

The East Gippsland Shire Council has prepared Amendment L47 to the Rosedale Planning Scheme.

The amendment affects land at Mosquito Point opposite Metung being Crown Allotment A2 (Part) Parish of Boole Poole and particularly Lot 1 on LP 130694.

The amendment proposes to introduce a site specific clause in the Rural Broad Area Farming Zone (RU1) to allow a three lot subdivision with common property. One additional house lot will be created and the common property will be subject to a conservation covenant with the Trust for Nature Victoria.

The amendment can be inspected at the East Gippsland Shire Council, Bairnsdale Business Centre, 273 Main Street, Bairnsdale, Victoria 3875; East Gippsland Shire Council, Lakes Entrance Business Centre/Library, Mechanics Street, Lakes Entrance, Victoria 3909; Wellington Shire Council, 70 Foster Street, Sale, Victoria 3850; Department of Infrastructure, Local Government, Planning and Market Information Division, Ground Floor, Olderfleet Buildings, 477 Collins Street, Melbourne, Victoria 3000 and Department of Infrastructure, Local Government, Planning and Market Information Division, Suite 4, 29 Breed Street, Traralgon, Victoria 3844.

Submissions about the amendment must be sent to Chief Executive, Mr Graeme Pearce, East Gippsland Shire Council, P.O. Box 80, Lakes Entrance, Victoria 3909, by 16 April 1997.

Dated 7 March 1997

GRAEME PEARCE  
Chief Executive

**Planning and Environment Act 1987  
Planning and Environment (Planning  
Schemes) Act 1996**

**GOLDEN PLAINS PLANNING SCHEME  
Notice of Preparation of Planning Scheme**

The Golden Plains Shire Council has prepared a new Golden Plains Planning Scheme.

The Planning Scheme affects all of the area of the municipal district of the Golden Plains Shire Council.

The Planning Scheme introduces a new Golden Plains Planning Scheme as required by the **Planning and Environment (Planning Schemes) Act 1996**, including a new format containing selected State standard provisions from the Victoria Planning Provisions, a municipal strategic statement, state and local policy frameworks, standardised zones, overlays, particular provisions relating to use and development, and a number of administrative provisions and definitions. The new Planning Scheme also incorporates a number of documents specified in the Planning Scheme, and contains new maps applying the standardised zones and overlays to land within the area covered by the scheme.

The Planning Scheme, including incorporated documents and maps, can be inspected during office hours at Golden Plains

Shire: Bannockburn Customer Service Centre, 2 Pope Street, Bannockburn 3331; Linton Customer Service Centre, Sussex Street, Linton 3360 and Rokewood Customer Service Centre, Aitchison Street, Rokewood 3330\* (\*Note: Rokewood Office closes at 12.30 p.m.); Department of Infrastructure, 5th Floor, State Government Offices, corner Little Malop and Fenwick Streets, Geelong 3220; Department of Infrastructure, State Government Offices, corner Doveton and Mair Streets, Ballarat 3350 and Department of Infrastructure, Olderfleet Buildings, 477 Collins Street, Melbourne 3000.

Submissions about the Planning Scheme must be sent to Golden Plains Shire, 2 Pope Street, Bannockburn, Victoria 3331, by Friday, 16 May 1997. A submission may include a request that a State standard provision be included in or deleted from the Planning Scheme, but cannot request a change to the terms of any State standard provision.

ROD NICHOLLS  
Chief Executive Officer

**Planning and Environment Act 1987  
Planning and Environment (Planning  
Schemes) Act 1996**

**ALPINE PLANNING SCHEME  
Notice of Preparation of Planning Scheme**

The Alpine Shire Council has prepared a new Alpine Planning Scheme.

The Planning Scheme affects all of the area of the municipal district of the Alpine Shire Council and the alpine resort areas of Falls Creek and Mt Hotham.

The Planning Scheme introduces a new Alpine Planning Scheme as required by the **Planning and Environment (Planning Schemes) Act 1996**, including a new format containing selected State standard provisions from the Victoria Planning Provisions; a municipal strategic statement, state and local policy frameworks, standardised zones, overlays, particular provisions relating to use and development, and a number of administrative provisions and definitions. The new Planning Scheme also incorporates a number of documents specified in the Planning Scheme, and contains new maps applying the standardised zones and overlays to land within the area covered by the scheme.

The Planning Scheme, including incorporated documents and maps, can be inspected during office hours at: Alpine Shire: Shire Offices, Churchill Avenue, Bright; Myrtleford Library, 156 Myrtle Street, Myrtleford; Mt Beauty Library, Kiewa Crescent—until end March 1997; Lakeside Avenue—from April 1997; Department of Infrastructure: Ground Floor, Olderfleet Buildings, 477 Collins Street, Melbourne and North Eastern Office, 1 McKoy Street, Wodonga; and Alpine Resorts Commission, 36 Rutland Road, Box Hill.

Submissions about the Planning Scheme must be sent to Kirsten McDonald, Shire Planner, Alpine Shire, P.O. Box 139, Bright 3741, by Monday, 12 May 1997.

A submission may include a request that a State standard provision be included in or deleted from the Planning, Scheme, but cannot request a change to the terms of any State standard provision.

MARK HENDERSON  
Chief Executive Officer

Creditors, next of kin and others having claims against the estate of any of the under-mentioned deceased persons are required to send particulars of their claims to State Trustees Limited A.C.N. 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 14 May 1997, after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

Cope, Stephen John, late of 10/19 Mambourin Street, Werribee, retired, who died 15 December 1996.

Cowan, Albert, late of Ripon Peace Memorial Hospital, Havelock Street, Beaufort, home duties, who died 29 November 1996.

Green, Margaret Rose, late of Mimosa S.A.H., 126 Cuthberts Road, Alfredton, pensioner, who died 7 November 1996.

Knysz, Valentina, late of Coogee Private Nursing Home, 7 Coogee Street, Boronia, pensioner, who died 1 October 1996.

Lancaster, Katharine Bartlam, late of Unit 3, 371 Toorak Road, South Yarra, nurse, who died 23 December 1996.

Sayer, Thelma Lucy, late of 27 Wickham Road, Moorabbin, pensioner, who died 10 October 1996.

Tokin, Zivojin Radovaha, late of Sandhurst Lodge, 638 Inkerman Road, Caulfield North, pensioner, who died 17 August 1996.

Webb, Hamilton, late of 41 Spencer Road, Camberwell, pensioner, who died 11 December 1996.

Dated at Melbourne, 5 March 1997

J. L. OWEN  
Manager, Estate Management  
State Trustees Limited

Creditors, next of kin and others having claims against the estate of any of the under-mentioned deceased persons are required to send particulars of their claims to State Trustees Limited A.C.N. 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 15 May 1997, after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

Michael, Joan, late of Flat 8/61 Barrabool Road, Highton, gentlewoman, who died 12 September 1996.

Millard, Edwin Augustus, late of 19 Willert Avenue, Oak Park, pensioner, who died 21 November 1996.

Splatt, Clifford Leslie, late of 219 Bellerine Street, South Geelong, hotel manager/chef, who died 3 December 1996.

Trener, Olive Mandeville, late of 518 The Village Glen, Eastbourne Road, Rosebud West, pensioner, who died 22 December 1996.

Dated at Melbourne, 6 March 1997

J. L. OWEN  
Manager, Estate Management  
State Trustees Limited

Creditors, next of kin and others having claims against the estate of any of the under-mentioned deceased persons are required to send particulars of their claims to State Trustees Limited A.C.N. 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 20 May 1997, after which date State Trustees

Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

Bonniface, Harold Moncrieff, late of Glen Waverley Lodge, 151 Springvale Road, Glen Waverley, retired supervisor, who died 24 February 1997.

Evans, Arthur John, late of 3 Gallipoli Parade, Croydon, retired, who died 26 January 1997.

Freedman, Nancy Amelia, late of Lovell House, 389 Alma Road, Caulfield North, retired, who died 20 November 1996.

Minehan, Bryan Patrick, late of 8 Coral Court, Cheltenham, retired who died 13 October 1996.

Nitschke, Winifred Muriel, late of Kilara Retirement Home, 124 Main Hurstbridge Road, Diamond Creek, widow, who died 24 January 1997.

Rossini, Henry Quinn, late of 26 Trafford Street, Brunswick, pensioner, who died 20 January 1997.

Dated in Melbourne, 11 March 1997

J. L. OWEN  
Manager, Estate Management  
State Trustees Limited

Creditors, next of kin and others having claims against these following estates:

Ganitzer, Jacqueline, late of 5/115 Caroline Street, South Yarra, Victoria, pensioner, deceased, who died 2 January 1997.

Gustin, Santo, late of 14 Via Capodistria, Trieste, Italy, pensioner, deceased, who died 31 January 1995.

Martin, Robert Armour, late of Edglea Private Nursing Home, 87 Chapel Street, East St Kilda, Victoria, pensioner, deceased, who died 10 January 1997.

are required pursuant to Section 33 of the **Trustee Act 1958** to send particulars of their claims against the above-mentioned estates to State Trustees Limited, 168 Exhibition Street, Melbourne, Victoria, on or before 20 May 1997, after which date State Trustees Limited A.C.N. 064 593 148 may convey or distribute the assets of the above-mentioned estates having regard only to the claims of which it then has notice.

#### EXEMPTION

Application No. 16 of 1997

The Anti-Discrimination Tribunal pursuant to Section 83 (5) (a) (ii) of the **Equal Opportunity Act 1995** ("the Act") has considered an application pursuant to Section 83 of the Act by Lisa Lodge-Hayeslee a company limited by guarantee. The application for exemption is to enable the applicant to advertise for and employ females only.

Upon reading the material tendered in support of this application the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ females only.

In granting this exemption the Tribunal noted:

- The applicant's organisation is established to ensure the safety of women and children from men who have acted illegally by behaving in such a manner as to cause either physical or psychological harm and damage.
- Once these family units are rescued and placed in the refuge system it is critical that these women feel safe from these perpetrators of violence. One way is to limit their support network to that of female workers.
- These families are placed for six weeks, they require a tremendous amount of support while they sort through their options. It is vital that this is free from external anxieties as it is usual for these families to be suffering post traumatic stress.
- The presence of men during this six week period would increase the external anxieties these families would suffer.

The Tribunal grants an exemption from the operation of Sections 13, 100 and 195 of the **Equal Opportunity Act 1995**, to enable the applicant to advertise for and employ females only, this exemption to remain in force until 12 March 2000.

CATE McKENZIE  
President



Department of Treasury and Finance  
SALE OF CROWN LAND BY PUBLIC  
TENDER

Tenders close Thursday, 10 April 1997 at  
2.00 p.m.

Lot 1:

**Property Address:** Monaghan Street,  
Castlemaine.

**Crown Description:** Allotment 19B,  
Section D3, Parish of Castlemaine.

**Area:** 3.059 hectares.

**Reference:** 06/P121123.

Lot 2:

**Property Address:** 32 Sparrowhawk  
Road, Long Gully.

**Crown Description:** Allotment 372B,  
Section A, Parish of Sandhurst.

**Area:** 1176 square metres.

**Reference:** 06/P128018.

Lot 3:

**Property Address:** Brooke Street,  
Inglewood.

**Crown Description:** Allotment 9A,  
Section 4, Township of Inglewood.

**Area:** 761 square metres.

**Reference:** 06/P130313.

Lot 4:

**Property Address:** Between Borung and  
Heales Streets, Inglewood.

**Crown Description:** Allotment 17B,  
Section 15, Township of Inglewood.

**Area:** 7535 square metres.

**Reference:** 06/P130326.

Lot 5:

**Property Address:** 17 Gibson Street,  
California Gully.

**Crown Description:** Allotment 483C,  
Section K, at Bendigo, Parish of Sandhurst.

**Area:** 865 square metres.

**Reference:** 06/P132662.

Lot 6:

**Property Address:** 65 Nettle Street,  
Golden Square.

**Crown Description:** Allotment 27,  
Section 59B, at Bendigo, Parish of Sandhurst.

**Area:** 2683 square metres.

**Reference:** 06/P132806.

Lot 7:

**Property Address:** 46 Old Violet Street,  
Golden Square.

**Crown Description:** Allotment 13D,  
Section 49B, at Bendigo, Parish of Sandhurst.

**Area:** 462 square metres.

**Reference:** 06/P134107.

Lot 8:

**Property Address:** 106 MacKenzie Street,  
Golden Square.

**Crown Description:** Allotment 9G,  
Section 45B, at Bendigo, Parish of Sandhurst.

**Area:** 1851 square metres.

**Reference:** 06/P134177.

**Terms of Sale:** 10% deposit—balance 60  
days.

**Tenders addressed to:** Crown Land Sales,  
Tender Box, Department of Natural Resources  
and Environment, P.O. Box 401, Bendigo,  
Victoria 3552.

**Tender Deposit:** 10% of tendered amount  
to be lodged with tender.

**Application Form:** Available on request.

**Co-ordinating Officer:** Rhonda Ansett,  
Property Officer, (Sales), Department of  
Natural Resources and Environment, North  
West Region—Bendigo Office.

ROGER M. HALLAM  
Minister for Finance

HIGH COUNTRY LIBRARY  
CORPORATION  
Local Law No. 1  
Corporation Administration

High Country Library Corporation hereby  
gives notice that in accordance with the  
provisions of the **Local Government Act  
1989**, it made Local Law No. 1—Corporation  
Administration at its meeting on Tuesday, 4  
March 1997. The purpose of the Local Law is  
to regulate:

- (i) the use of the Corporation's Common Seal;
- (ii) the election of the Chairperson of the Board; and
- (iii) the proceedings of meetings of the Board of the Corporation and Committees of the Corporation.

The Local Law is to become operative from 1 April 1997. A copy of the Local Law is available for inspection at any of the Corporation's branch libraries at Bright, Benalla, Mansfield, Mt Beauty, Myrtleford and Wangaratta and the Bookmobile.

TERRY SMITH  
Chief Executive Officer

#### ERRATUM

#### Prevention of Cruelty to Animals Act 1986 APPROVAL OF CODE OF PRACTICE Code of Accepted Farming Practice for the Welfare of Pigs (Revision Number 1)

The Approval of Code of Practice and the Code of Accepted Farming Practice for the Welfare of Pigs (Revision Number 1) published in Government Gazette No. G24 on 16 June 1994, Page 1602 and 1602-1608 respectively, were published in error.

#### Transport Act 1983 ROADS CORPORATION Commercial Passenger Vehicle Applications

Notice is hereby given that the following applications will be considered by the Roads Corporation after 16 April 1997.

Notice of any objection to the granting of an application should be sent to the Manager, Commercial Vehicle Operations, VicRoads, Level 2, 60 Denmark Street, Kew 3101, not later than 10 April 1997.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing by the Corporation.

Bacchus Marsh Coaches Pty Ltd, Bacchus Marsh. Application to license one commercial passenger vehicle in respect of a 1975 Bedford bus with seating capacity for 48 passengers to operate a service for the carriage of students attending Blackwood, Greendale and Ballan Primary School to the exclusion of all other passengers excepting duly authorised teachers between Blackwood, Greendale and Ballan under contract to the Public Transport Directorate.

J. H. Trenfield, Park Orchards. Application to license one commercial passenger vehicle in respect of a 1983 Austral Tourmaster bus with seating capacity for 48 passengers to operate as a metropolitan special service omnibus from within a 55 km pick-up radius of the Melbourne GPO.

Dated 13 March 1997

ROBERT FREEMANTLE  
Manager  
Commercial Vehicle Operations

#### Transport Act 1983 ROADS CORPORATION Commercial Passenger Vehicle Applications

Notice is hereby given that the following applications will be considered by the Roads Corporation after 16 April 1997.

Notice of any objection to the granting of an application should be forwarded to reach the Manager, Registration and Licensing Office, Fyans Street, South Geelong 3220, or any District Office of the Roads Corporation not later than 10 April 1997.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing by the Corporation.

Kirkwood Buslines Pty Ltd, Portland. Application to license two commercial passenger vehicles in respect of the following buses:

| Make   | Year of<br>Manufacture | Seating<br>Capacity |
|--------|------------------------|---------------------|
| Toyota | 1985                   | 19                  |
| Toyota | 1987                   | 12                  |

to operate as special service omnibuses from within a 20 km pick-up radius of the Portland Post Office.

*Note:* The vehicles would hold a 3 star rating for charter purposes.

Dated 13 March 1997

COLIN KOSKY  
Regional Manager—South Western Region

#### Transport Act 1983 ROADS CORPORATION Commercial Passenger Vehicle Applications

Notice is hereby given that the following applications will be considered by the Roads Corporation after 16 April 1997.

Notice of any objection to the granting of an application should be forwarded to reach the Manager, Morwell Registration and Licensing

Office, P.O. Box 558, Morwell 3840, or any District Office of the Roads Corporation, not later than 10 April 1997.

It will not be necessary for interested parties to appear on the date specified unless advised in writing by the Corporation.

Due to an error in the published dates for objections and VicRoads consideration the following have been regazetted.

R. J. Lanteri and N. J. Cooper, on behalf of Lancoop, Bairnsdale. Application to licence one commercial passenger vehicle in respect of a 1984 Austral Tourmaster coach with seating capacity for 53 passengers to operate as a country special service omnibus from within 20 km radius of the Bairnsdale Post Office.

R. J. Zomer, Newborough. Application to licence one commercial passenger vehicle in respect of a 1984 Denning coach or similar with seating for 49 passengers to operate as a country special service omnibus from within a 20 km radius of Morwell Post Office.

Dated 10 April 1997

NORM BUTLER  
Regional Manager  
Eastern Region

**Transport Act 1983**  
**VICTORIAN TAXI DIRECTORATE**  
Department of Infrastructure  
Commercial Passenger Vehicle Applications

Notice is hereby given that the following applications will be considered by the Victorian Taxi Directorate, a division of the Department of Infrastructure after 16 April 1997.

Notice of any objection to the granting of an application should be forwarded to reach the Manager, Licensing and Certification, Victorian Taxi Directorate, 598 Lygon Street, Carlton (P.O. Box 666, Carlton South 3053), not later than 10 April 1997.

Copies of objections are forwarded to the applicants.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing by the Department.

Harlan Personalised Transport Services Pty Ltd, Coburg East. Application to license two commercial passenger vehicles to be purchased in respect of the following:

| Make                    | Year of Manufacture | Seating Capacity |
|-------------------------|---------------------|------------------|
| Toyota or similar sedan | 1991 or later model | 5                |
| Toyota or similar bus   | 1991 or later model | 15-22            |

to operate for the carriage of overseas students and their parents between Melbourne Tullamarine Airport, "Homestay" houses and various schools which cater for overseas students.

*Note:* Overseas students and their parents will be picked up/set down within a 55 km radius of the Melbourne GPO.

Y. H. Hwang, Mulgrave. Application to license one commercial passenger vehicle in respect of a 1990 Nissan wagon with seating capacity for 7 passengers to operate a service for the carriage of passengers on various tours to recognised tourist places of interest within a 130 km radius of the Chadstone Shopping Centre Post Office.

*Note:* Passengers on various tours will be picked up/set down within a 20 km radius of the Chadstone Shopping Centre Post Office.

A. Muraca, Werribee South. Application to license two commercial passenger vehicles in respect of a 1977 and a 1980 Jaguar sedan with seating capacity for 5 passengers to operate a service from 695 Duncans Road, Werribee South, for the carriage of passengers for wedding parties.

C. Rocca, Reservoir. Application to license one commercial passenger vehicle in respect of a 1977 Jaguar sedan with seating capacity for 5 passengers to operate a service from 70 McFadzean Avenue, Reservoir, for the carriage of passengers for wedding parties and debutante balls.

P. L. Wood, Surrey Hills. Application to license one commercial passenger vehicle to be purchased in respect of any vehicle that meets the standards approved by the Victorian Taxi Directorate to operate as a metropolitan hire car from 53 Broughton Road, Surrey Hills.

Dated 13 March 1997

ROBERT STONEHAM  
Manager—Licensing and Certification  
Victorian Taxi Directorate

**Transport Act 1983**  
**TOW TRUCK DIRECTORATE OF**  
**VICTORIA**

**Tow Truck Applications**

Notice is hereby given that the following applications will be considered by the Licensing Authority after 16 April 1997.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Tow Truck Directorate of Victoria, 560 Lygon Street, Carlton (P.O. Box 160, Carlton South 3053) not later than 10 April 1997.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing.

W. Forbes, Diamond Creek. Application for variation of conditions of tow truck licence number TOW694 which authorise the licensed vehicle to be managed, controlled and operated from a depot situated at 17C Brougham Street, Eltham to change the depot address to 24 Triholm Avenue, Laverton.

*Note:* This licence is under consideration for transfer to Mend'em Smash Repairs Pty Ltd.

B. James. Application for variation of conditions of tow truck licence number TOW403 which authorise the licensed vehicle to be managed, controlled and operated from a depot situated at 21 Yuille Street, Ballarat, to change the depot address to 317 Skipton Street, Ballarat.

Dated 13 March 1997

JOHN R. CONNELL  
Director

**Legal Practice Act 1996**  
**NOTICE PURSUANT TO SECTION 228 (1)**

The Legal Practice Board, by resolution passed at a Board meeting on Monday, 24 February 1997, approved as interim minimum terms and conditions of professional indemnity insurance the terms and conditions contained in the Legal Practitioners Liability Committee Contract of Professional Indemnity Insurance 1997 and the Approved Professional Indemnity Insurance wording for barristers as arranged by the Bar Council of Victoria.

Pursuant to Section 228 (1) of the Legal Practice Act 1996 the Legal Practice Board gives notice of the following minimum terms and conditions of professional indemnity insurance for legal practitioners:

(1) **Legal Practitioners Liability Committee Contract of Professional Indemnity Insurance 1997:**

**LEGAL PRACTITIONERS LIABILITY**  
**COMMITTEE**  
**CONTRACT OF PROFESSIONAL**  
**INDEMNITY INSURANCE 1997**

SUM INSURED: \$1,000,000.

PERIOD OF INSURANCE: The calendar year 1997.

1. Definitions

- (a) "Associated Enterprise" means any firm, company, trust or other entity in which any Related Interest is held.
- (b) "Employee" means a person employed in the Practice whether as a consultant, associate, articulated clerk, legal executive or otherwise.
- (c) "The Firm" means:
  - (i) where the Practice is carried on by an incorporated practitioner—that incorporated practitioner;
  - (ii) where the Practice is carried on by a firm—the firm as constituted from time to time; and
  - (iii) where the Practice is carried on by a sole practitioner—that practitioner.
- (d) "Insured" means:
  - (i) the Firm;
  - (ii) each Principal;
  - (iii) each Employee;
  - (iv) each service, administration, trustee or nominee company the sole business of which is conducted in connection with the Practice; and
  - (v) the estate or legal representative of each of the above.
- (e) "The Insurer" means the Legal Practitioners Liability Committee established under Section 234 of the Legal Practice Act 1996.
- (f) "Interest" means any share, shareholding, entitlement or other financial interest, other than a shareholding of less than 10% of the

issued share capital of a company publicly listed on an Australian stock exchange.

- (g) "The Period of Insurance" means the period specified above.
- (h) "The Practice" means the private practice of a legal practitioner carried on by the Firm solely on its own behalf and includes any personal appointment of a Principal or Employee to act as a director, secretary or officer of a body corporate or as a trustee, executor, attorney-under-power or tax agent, but only where any fee or other remuneration from such appointment is payable to the Firm or, where there is no fee or other remuneration, the Firm expressly approved the appointment, but does not include:
- (i) acting in the course of employment by an employer who is not a legal practitioner in private practice; or
  - (ii) accepting moneys for investment, or making investments, other than as a trustee and in strict accordance with the requirements of the Law Institute of Victoria and the Australian Securities Commission.
- (i) "Principal" means:
- (i) where the Practice is carried on by an incorporated practitioner—a director or an Employee of that incorporated practitioner with the right to participate in any distribution of the profits of that incorporated practitioner;
  - (ii) where the Practice is carried on by a firm—a partner of that firm and any legal practitioner held out as a partner; and
  - (iii) where the Practice is carried on by a sole practitioner—that practitioner.
- (j) "Related Interest" means any Interest beneficially held (whether directly or indirectly through any firm, company, trust or other entity) by or on behalf of any one or more of:
- (i) the Firm;
  - (ii) any Principal;
  - (iii) any Relative of any Principal.

- (k) "Related SMIC" means a SMIC:
- (i) in which any Related Interest is held; and/or
  - (ii) of which any Principal or Employee is a director.
- (l) "Relative" means any spouse, defacto spouse, parent, child, or any parent or child of a spouse or defacto spouse.
- (m) "SMIC" means a member of The Association of Legal practitioners' Mortgage Investment Companies Inc.
- (n) "Unacceptable Mortgage Loan" means any loan secured in whole or in part by a mortgage over the legal title to land situated in Australia, unless the total amount of the loan and all other indebtedness secured over that land by equal or prior ranking security was not more than two thirds of the value assessed for mortgage purposes for or on behalf of the lender by a Qualified Valuer within (six) months of payment of the loan to or on behalf of the borrower, (a Qualified Valuer being a Licensed Valuer or an Associate or Fellow of the Australian Institute of Valuers and Land Economists).
- (o) The words "arising from" where used in this contract imply a factual connection and not necessarily a causal connection.
2. Insuring Clauses
- (a) The Insurer will indemnify the Insured against any civil liability in connection with the Practice in respect of which is a claim is first made against the Firm during the Period of Insurance.
- (b) The Insurer will also:
- (i) indemnify the Insured against costs and expenses reasonably and necessarily incurred in defending any proceedings arising out of a claim in respect of which the Insurer is liable to indemnify the Insured, where such costs and expenses are incurred after notification of the claim to the Insurer and before the Insurer elects to take over the defence of the proceedings; and
  - (ii) pay the costs and expenses of the legal practitioners appointed by the Insurer to take over and conduct any proceedings arising out of or relating to a claim against the Insured.

- (c) The liability of the Insurer (under this contract and every other contract underwritten by it for any period of insurance) for all claims against all persons, firms and companies comprising the Insured arising out of any one matter, transaction or retainer together with the total of costs and expenses paid or payable by the Insurer under Insuring Clause (b) above in relation to those claims will not exceed in total the Sum Insured specified above. Without derogating from the generality of this clause:-
- (i) where after 28 February 1993 any Insured prepares or settles a document, the whole or part of which is used, whether or not in amended or adapted form, by the one client in more than one matter or transaction, all claims arising from that document or such use shall be treated as arising from the one retainer; and
  - (ii) the arranging of a contributory investment scheme, including a contributory mortgage, and all contributions to, withdrawals from and amendments and variations of the scheme shall be treated as constituting one matter.
- (d) Where the same or substantially the same error or defect occurs in two or more documents prepared or settled by any Insured after 28 February 1993 for the one client, the liability of the Insurer (under this contract and every other contract underwritten by it for any period of insurance) for all claims arising out of that error or defect together with the total of costs and expenses paid or payable by the Insurer under Insuring Clause (b) above in relation to those claims will not exceed in total the Sum Insured specified above.
- (e) The liability of the Insurer (under this contract and every other contract underwritten by it for the Period of Insurance) for all claims together with the costs and expenses paid or payable by the Insurer under Insuring Clause (b) above in relation to those claims will not exceed in total \$50,000, where those claims arise out of:
- (i) any advice, representation, recommendation, endorsement or opinion given or made after 31 December 1992 favouring any Unacceptable Mortgage Loan; or
  - (ii) any decision by any Insured after 31 December 1992 to make an Unacceptable Mortgage Loan without a written authority by the person/s on whose behalf the loan is made specifically authorising the Firm to make that particular loan and acknowledging that, in deciding to authorise the making of that loan, each such person did not rely upon any advice, representation, recommendation, endorsement or opinion by or on behalf of any Insured other than legal advice on the terms of any contract associated with that loan.
- (f) The liability of the Insurer (under this contract and every other contract underwritten by it for any period of insurance commencing on or after 1 January, 1993) for all claims arising from all persons comprising the Insured acting as directors, secretaries or officers of bodies corporate (other than the Firm or a service, administration, trustee or nominee company the sole business of which is conducted in connection with the Practice) together with the total of costs and expenses paid or payable by the Insurer under Insuring Clause (b) above in relation to those claims will not exceed in total \$500,000.
- (g) The liability of the Insurer (under this contract and every other contract underwritten by it for the Period of Insurance) will not exceed in total the greater of:
- (i) \$100,000 multiplied by the number of Principals at the commencement of the Period of Insurance, or
  - (ii) \$2 million.
3. Special Conditions
- (a) The Insurer will not avoid or repudiate this contract on any ground whatsoever.
  - (b) The Firm will give immediate notice in writing to the Insurer of any claim made against any Insured;

- (c) If any Insured gives notice in writing to the Insurer of any circumstance that might give rise to a claim against an Insured as soon as was reasonably practicable after an Insured first became aware of that circumstance and during the Period of Insurance, any claim subsequently made against any Insured arising directly from that circumstance will be deemed to have been first made against the Firm during the Period of Insurance.
- (d) If:
- (i) a claim is first made against the Firm during the Period of Insurance;
  - (ii) the claim arises from a circumstance which occurred prior to the Period of Insurance;
  - (iii) a Principal became aware of that circumstance prior to the Period of Insurance;
  - (iv) a reasonable person in the position of that Principal would have considered that the circumstance was likely to give rise to a claim against any Insured; and
  - (v) the circumstance was not reported to the Insurer prior to the Period of Insurance;
- then:
- (A) the liability of the Insurer is limited to the lesser of its liability under this contract and its liability under the contract for the period of insurance during which the Principal first became aware of the circumstance; and
  - (B) the liability of the Insurer in respect of the claim will be reduced by the amount that fairly represents the extent to which the Insurer's interests were prejudiced by the failure to notify the circumstance to the Insurer at the time that the Principal first became aware of it.
4. General Conditions
- (a) Each Insured will give the Insurer and any investigators or legal practitioners appointed by the Insurer all information they reasonably require, and full cooperation and assistance in the conduct of the investigation, defence, settlement, avoidance or reduction of any actual or possible claim or any proceedings.
- (b) If a Principal becomes aware of a circumstance which may give rise to a claim against any Insured, each Insured will there after take all reasonable steps and precautions to avoid or minimise any liability or costs and expenses arising from that circumstance.
- (c) The Insurer may at its option take over and conduct in the name of any Insured any proceedings arising out of or relating to any claim in respect of which the Insurer is liable to indemnify any Insured.
- (d) No Insured will admit liability for or settle any claim in respect of which the Insurer is liable to indemnify any Insured without the prior consent of the Insurer. If the Firm wishes a claim to be settled but the Insurer refuses consent, the Insurer will brief Queens Counsel (to be mutually agreed or, in default of agreement, to be selected by the President of the Law Institute of Victoria) to advise on whether or not the claim against the Insured is likely to succeed. If counsel's advice is that the claim is likely to succeed, the Insurer shall take such steps as are mutually agreed to settle the claim on terms to be mutually agreed and, in default of agreement, such steps and such terms as counsel advises having due regard to the interests of both the Insured and the Insurer. Counsel's fee will in each case be payable by the party against whose contention counsel advised.
- (e) The Insurer will not settle any claim against any Insured without the prior consent of the Firm, but if the Firm does not accept any recommendation for settlement by the Insurer, the Insurer's liability will be limited to the amount of the settlement recommended plus costs and expenses up to the date upon which the recommendation was made.
- (f) If any payment is made by the Insurer in respect of a claim against any Insured, the Insurer will be subrogated

to all rights of contribution or recovery of the Insured in relation thereto. No Insured will surrender any right, or settle any claim for contribution or recovery, without the prior consent of the Insurer.

#### 5. General Exclusions

- (a) The Insurer will not indemnify any Insured in respect of:
- (i) the first \$7,000 of any one claim multiplied by the number of Principals of the Firm when the breach of duty giving rise to the claim occurred, up to a maximum of \$80,000, where the claim arose from:
    - (A) the failure by any Insured to issue any proceedings within any period of limitation; or
    - (B) any matter or transaction in respect of which the Firm acted for or represented more than one party or interest; or otherwise
  - (ii) the first \$3,500 of any other one claim multiplied by the number of Principals of the Firm when the breach of duty giving rise to the claim occurred, up to a maximum of \$40,000.
- (b) The Insurer will not indemnify any Insured against any liability:
- (i) arising from any death or injury or any damage to, or destruction or physical loss of, any property whatsoever;
  - (ii) for or arising from any trading or personal debt incurred by any Insured;
  - (iii) arising from any actual or possible claim, intimation, fact or circumstance notified prior to the Period of Insurance to the Insurer or to any other insurer of a contract of professional indemnity insurance covering that Insured, or from any matter, transaction, or retainer which was the subject of any such claim, intimation, fact or circumstance;
  - (iv) under or for breach of any warranty, guarantee or indemnity given by any Insured other than as agent for and with the express authority of a client;
  - (v) arising, in whole or in part, directly or indirectly from, or brought about by, the dishonesty or fraudulent act or omission of any Insured;
  - (vi) to any Insured, other than liability to any Principal, Employee or Relative of any Principal or Employee (or the estate or legal representative of any of them) arising from any matter or transaction which—
    - (A) did not relate to the formation, composition or dissolution of the Firm or to ownership or conduct of the Practice; and
    - (B) was not handled or supervised, in whole or in part, by that Principal or Employee;
  - (vii) in connection with a practice conducted wholly outside the State of Victoria;
  - (viii) arising from any act or omission which occurred outside the State of Victoria and the Firm is insured or required to be insured other than under this contract against that liability;
  - (ix) to refund, account for, or pay damages calculated by reference to, any fee or charge rendered by the Firm,
  - (x) arising from any obligation assumed after 31 December 1994 in connection with, or any investment made after 31 December 1992 in, or any advice, representation, recommendation, endorsement or opinion given or made after 31 December 1992 favouring investment in, any fund, scheme, business, arrangement or entity in which at any relevant time there was a Related Interest, including investment by way of a loan to any such fund, scheme, business, arrangement or entity;
  - (xi) arising from any misrepresentation of, or failure to advise properly of, the extent of insurance cover available (or not available, as the



- case may be) to the Insured whether under this contract or otherwise;
- (xii) arising from any matter or transaction in relation to which the Firm was first retained after 31 December 1992 and in respect of which the Firm acted in breach of Rule 10(6), (6A) or (6B) of the Legal practitioners (Professional Conduct and Practice) Rules 1984;
  - (xiii) to a person or entity carrying on the business of conveyancing other than as part of the private practice of a legal practitioner, or to a client of that person or entity, arising from any sale, purchase or mortgage of real estate handled or supervised, in whole or in part, by that person or entity in the course of that business;
  - (xiv) arising from any investment, or any advice, representation, recommendation, endorsement or opinion favouring investment, in any Related SMIC, including investment by way of a deposit with or loan to a Related SMIC, or arising in any way from the operations of a Related SMIC;
  - (xv) to a Related SMIC;
  - (xvi) arising from any Insured acting after 31 December 1992 as a director, secretary or officer of a body corporate other than the Firm or a service, administration, trustee or nominee company the sole business of which is conducted in connection with the Practice;
  - (xvii) arising from any act or omission which occurred outside the Commonwealth of Australia other than liability arising from advising on:
    - (A) Australian Law (the law of the Commonwealth or of a State or Territory of Australia);
    - (B) a matter or transaction the proper law of which is Australian Law; or
    - (C) a matter or transaction conducted from an office of the Firm in Victoria;
  - (xviii) for any civil penalty or for any punitive, exemplary or like damages or for any fine, costs or expenses incurred or ordered to be paid by any Insured in connection with any complaint against, or investigation into the conduct of, any Insured;
  - (xix) arising from any Insured acting as an insurance intermediary, other than by arranging insurance in connection with a matter or transaction conducted by the Firm;
  - (xx) arising from any Insured after 31 December 1995 purporting to witness the signing or execution of a document without seeing the actual signing or execution of it;
  - (xxi) arising from any representation made after 31 December 1995 by any Insured (including, but not limited to, a representation by way of a certificate, acknowledgment or other document) which that Insured knew at the time it was made was false;
  - (xxii) under an order for costs in any proceeding other than:
    - (A) a proceeding arising out of a claim in respect of which the Insurer is liable to indemnify the Insured;
    - (B) an order based on negligence by or on behalf of the Firm in the course of acting as the legal practitioner for a party to that proceeding.
  - (c) The Insurer will not indemnify any Insured against the defined proportion of any liability to any associated enterprise, the defined proportion being the proportion which the sum of all Related Interests in the Associated Enterprise bears to the total of all Interests in that enterprise.
  - (d) The Insurer will not indemnify any Insured in respect of any costs or expenses incurred by or on behalf of any Insured in respect of any actual or possible claim against any Insured which were incurred prior to notification by the Insured to the Insurer of that claim.

## 6. Payments

- (a) The Insurer may, at its option, make any payment to discharge, in whole or in part, any liability of any Insured in respect of which the Insurer is not liable to indemnify the Insured by reason of General Exclusion (a) or by reason of any breach of any condition of this contract.
- (b) If the Insurer makes any such payment, the Firm and each Principal will jointly and severally indemnify the Insurer for that payment and will pay interest on the amount outstanding from time to time calculated daily at the rate specified by the *Penalty Interest Rates Act 1983*.

## 7. Former legal practitioners

The Insurer will hold each former legal practitioner as defined in the *Legal Profession Practice Act 1958* covered as if they had entered into this contract.

## 8. Undertakings

- (a) It is a condition of this contract that the Insured will honour all undertakings given to the insurer and/or the Secretary of the Law Institute of Victoria as to payments to the Insurer.
- (b) If such undertakings are not so honoured the Insurer may at its option and notwithstanding anything else in this contract decline indemnity under this contract against any claim made against the Insured or any of them or if the Insurer does not so elect it shall be entitled to set off against any amounts payable under this contract any amounts due to the Insurer on any account whatsoever.

(2) Barristers Approved Professional Indemnity Insurance Wording:

**BARRISTERS  
APPROVED PROFESSIONAL INDEMNITY  
INSURANCE WORDING**  
(Underwritten by : HIH Casualty & General  
Insurance Ltd.)

"References in the approved Professional Indemnity wording to provisions in the *Legal Profession Act 1987* of New South Wales shall be taken to include references to corresponding or similar provisions in the

legislation of other States and Territories of Australia, and references in Clauses 2.1(i), 5(c) and 5(i) therein to authorities or office-bearers in New South Wales shall be taken to include references to corresponding or similar authorities and office-bearers in such other States and Territories".

## 1. Insuring Clause

- 1.1 The proposal, certificate, schedule, definitions, provisos, exclusions, conditions and endorsements to this policy shall constitute one contract of insurance and are to be read together. Any word or expression to which a specific meaning has been given in any part shall bear that meaning in every other part unless this policy specifically provides otherwise. Headings wherever appearing in this policy do not form part thereof but are used solely for the purpose of identification.
- 1.2 In consideration of the Insured having made a written proposal and relying upon the information and the particulars set out in that proposal which shall in all cases be deemed to have been supplied by the Insured, the insurer agrees as follows.

## LEGAL LIABILITY

- 1.3 The Insurer agrees, subject to payment of the premium and subject to the terms, conditions and limitations of this policy, to indemnify the Insured up to the Limit of Indemnity against all Loss to the Insured whensoever occurring:

## CLAIMS

- 1.3.1 arising from any claim or claims first made against the Insured during the Period of Insurance and reported to the Insurer during the Period of Insurance, in respect of any :

## CIVIL LIABILITY

- (a) description of civil liability whatsoever incurred in connection with the Practice; or

## CONDUCT OF EMPLOYEE

- (b) liability arising from the conduct of any Employee of the Insured in connection with the Practice; or

**FRAUD AND DISHONESTY OF  
EMPLOYEE**

- (c) dishonest, fraudulent, criminal or malicious act or omission of an Employee of the Insured in connection with the Practice.

**ORDERS, AWARDS, DIRECTIONS AND  
REQUIREMENTS**

- 1.3.2 arising from any of the following orders, awards, directions or requirements, first made against the Insured during the Period of Insurance and reported to the Insurer during the Period of Insurance.

**COMPENSATION AWARDS, ORDERS,  
DIRECTIONS AND REQUIREMENTS**

- (a) awards for compensation made under Sub-sections 149 (3) and (4) and 163 (3) and (4) of the **Legal Profession Act 1987** as amended ("the Act") by virtue of Clause 5 of the **Legal Profession Savings and Transitional Regulation 1994** (the "Savings and Transitional Regulation"); or
- (b) a requirement that the Insured pay compensation made under Sub-section 155 (5) of the Act; or
- (c) an order that the Insured pay compensation under Sub-sections 171D (1) (d) and (2) of the Act; or
- (d) a direction made under Sub-section 208P (2) (b) of the Act that the Insured repay to the client costs which the client has been ordered by a court or a tribunal to pay to any other party; or
- (e) a direction made under Sub-section 208P (2) (c) of the Act that the Insured indemnify any party other than the client against costs payable by the party indemnified; or

**REPAYMENT OF FEES**

- (f) order for :
  - (i) waiver or repayment of fees made under Sub-sections 149 (3) and (4) and 163 (3) and (4) of the act as amended by virtue of Clause 5 of the Savings and Transitional Regulation; or

- (ii) waiver or repayment of fees under Sub-section 171D (1) of the Act;

in connection with the Practice, provided that such order shall have been made in respect of fees which would otherwise be recoverable despite any civil action arising out of subject matter of the complaint, unless set off against a claim for compensatory damages in such an action; or

**PERFORMANCE OF WORK**

- (g) order
  - (i) for performance of work made under Sub-sections 149 (3) (b) or 163 (3) (b) of the Act by virtue of Clause 5 of the Savings and Transitional Regulation; or
  - (ii) made under Sub-section 171D (1) (b) of the Act that the Insured provide legal services specified in the order to the complainant;

provided that such work or legal services are of a compensatory nature and do not constitute mere rectification of the subject matter of a complaint; or

**COST ORDERS**

- (h) order that the Insured pay costs:
  - (i) made in relation to any proceedings in which the Insured has appeared or been instructed to appear; or
  - (ii) made under Sub-sections 149 (6) and 163 (6) of the Act by virtue of Clause 5 of the Savings and Transitional Regulation; or
  - (iii) made pursuant to Sub-section 171E (1) of the Act.

**1.4 Loss of Documents**

On the terms and conditions herein contained the Insurer agrees that if during the Period of Insurance the Insured shall discover and shall as soon as reasonably practicable thereafter give written notice thereof to the Insurer that any Documents (as hereinafter defined) the property of or entrusted to the Insured or the Insured's predecessors in the business which now or hereafter are or are by the Insured supposed or believed to be

in the Insured's hands or in the hands of any other party or parties to or with whom such Documents have been entrusted lodged or deposited by the Insured in the ordinary course of business have been destroyed or damaged or lost or mislaid and after diligent search cannot be found this policy shall indemnify the Insured for all claims for costs, damages, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents.

Provided always that :

- (a) the amount of any claim for costs, charges and expenses as above shall be supported by bills and/or accounts which shall be subject to approval by some competent person to be nominated by the Insurer with the approval of the Insured.
  - (b) no liability shall attach hereto for any loss brought about by wear, tear, vermin, mould or mildew or any other gradually operating cause.
  - (c) the Insured shall subrogate to the Insurer its right of procedure against any other person or persons for the recovery thereof.
- 1.5 For the purposes hereof all Claims made arising from the same act or omission shall be regarded as one Claim.
2. Costs And Expenses
- 2.1 The Insurer shall pay in addition to the Limit of Indemnity the costs and expenses incurred by or on behalf of the Insured, with its written consent (such consent not to be unreasonably withheld):
- (a) in the investigation defence or settlement of any Claim.
  - (b) in respect of any investigation by:
    - (i) the Legal Services Commissioner, the Supreme Court of New South Wales, or any committee, council or professional or other body, which has jurisdiction under

the Act to investigate any complaint against the conduct or activities of the Insured (such costs and expenses shall include costs and expenses incurred by the Insured in the defence of or in obtaining legal advice or representation concerning any such complaint); and

- (ii) any charge or threatened charge of contempt of court whether of a civil or a criminal nature.

- 2.2 If payment greater than the Limit of Indemnity has to be made to dispose of a claim or satisfy an order, award, direction, or requirement, made against the Insured, the Insurer's liability in respect of such costs and expenses shall be such proportion of the total costs and expenses incurred as the amount payable by the Insurer under this policy bears to the payment made to dispose of the claim or satisfy the order, award, direction, or requirement.

### 3. Definitions And Interpretation

#### 3.1 Definitions

- (a) "Approved Barristers' Indemnity Scheme" means the scheme established and administered by the Insurance Broker and under which this policy was issued.
- (b) "Approved Indemnity Insurance" means insurance complying with the requirements of Section 38R of the Legal Profession Act 1987.
- (c) "Insurance Broker" means the Insurance broker referred to in the schedule.
- (d) "Claim" means any claim, order, award, direction, requirement, complaint, or charge or threatened charge of contempt, for which the Insured is entitled to be indemnified under this policy.
- (e) "Documents" means deeds, wills, agreements, magazines, plans, records, books, letters, insurances, computer tapes, computer discs, forms and documents of any nature whatsoever (other than bearer

bonds, coupons, bank-notes, currency notes and negotiable instruments) whether written, printed or capable of being reproduced by any other method, but excludes any computer or electronic data which is destroyed or damaged, lost or mislaid by manual, electric or mechanical act, error or omission.

- (f) "Employee" means any Barrister's clerk, the services of whom are utilised by the Insured, as well as any person, company or trust, or any employee of such person, company or trust, engaged by the Insured in the conduct of the Insured's Practice.
- (g) "Insurer" means the Insurer specified in the schedule.
- (h) "Insured" means the person specified in the schedule and the estate and/or the legal representatives of that person.
- (i) "Limit of Indemnity" means the limit of indemnity specified in the schedule which shall not be less than A\$1,000,000 (Australian One Million Dollars).
- (j) "Loss" means all sums which the Insured shall become legally liable to pay
- (k) "Period of Insurance" means the period specified in the schedule.
- (l) "Practice" means the business of practising as a Barrister and extends to the acceptance of obligations as Trustee, Executor, Arbitrator, Conciliator, Mediator, Expert in the Law, Attorney-under-Power and any other dispute resolution role and includes advice given or services performed of whatsoever nature by the Insured provided always that any fee accruing from such work shall inure to the benefit of the practice. It also includes work done without fee, providing that such work is undertaken in relation to the Practice.
- (m) "Premium" means the premium specified in the schedule.

- (n) "Legal Profession Act 1987" shall also include any similar Act or Ordinance enacted in any other State or Territory of the Commonwealth of Australia.

#### 4. Exclusions

##### EXCESS

- 4.1 This policy shall not indemnify the Insured in respect of the first portion of each Claim and specified as the "Excess" as shown in the schedule. The Excess shall not exceed A\$500.00 (Australian Five Hundred Dollars).
- 4.2 This policy shall not indemnify the Insured in respect of any Loss arising out of any claim:

##### DIRECTOR/OFFICER OF CORPORATION

- (a) in relation to or arising from the conduct of the Insured as a director and/or officer of any corporation.

##### BODILY INJURY/PROPERTY DAMAGE

- (b) for death, bodily injury, physical loss or physical damage to property of any kind whatsoever (other than property in the care, custody and control of the Insured in connection with the Practice for which the Insured is responsible, not being property occupied or used by the Insured for the purpose of the Practice).

##### TRADING DEBTS

- (c) for the payment of a trading debt incurred by the Insured.

##### NUCLEAR/WAR ETC.

- (d) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, or from war, invasion, acts of foreign enemies,

hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**TERRITORIAL LIMITATION**

- (e) arising out of acts or omissions of the Insured or an Employee of the Insured committed or omitted inside the United States of America or the Dominion of Canada or any protectorate or territory thereof at a time when the Insured was domiciled in the United States of America or the Dominion of Canada or any protectorate or territory thereof.

**PRIOR CLAIMS AND CIRCUMSTANCES**

- (f) and/or circumstances which may give rise to a Claim which have been notified to the Insurer or any other insurer(s) under any previous insurance.

**FINES AND PENALTIES**

- (g) in respect of any fines, penalties, exemplary or punitive damages.

**FRAUD AND DISHONESTY OF INSURED**

- (h) brought about by the dishonesty or fraudulent act or omission of the Insured.

**5. Conditions**

**ADMISSION OF LIABILITY/SETTLEMENT**

- (a) The Insured shall not admit liability for, or settle, any Claim, or incur any costs or expenses in connection therewith, without the written consent of the Insurer (such consent not to be unreasonably withheld).

**CONDUCT OF DEFENCE/ SETTLEMENT BY INSURER**

- (b) Subject to Condition (c) of this policy the Insurer shall be entitled at its own expenses at any time to take over the conduct in the name of the Insured of the defence or settlement of any such Claim.

**DISPUTE OVER CONTESTING PROCEEDINGS**

- (c) The Insured or the Insurer shall not be required to contest any legal proceedings unless a Queen's Counsel or Senior Counsel (to be

mutually agreed upon by the Insured and the Insurer, or failing agreement, to be appointed by the Chairman for the time being of the New South Wales Bar Association), shall advise that such proceedings should be contested.

**NOTIFICATION**

- (d) The Insured shall notify the Insurer in writing as soon as practicable of any Claim made during the Period of Insurance against the Insured.

If the Insured gives notice in writing to the Insurer of any receipt of notice from any person of any intention to make a Claim against the Insured, or circumstances of which the Insured shall become aware during the Period of Insurance which the Insured believes may give rise to a Claim, then any Claim subsequently made (whether before or after the expiration of the Period of Insurance) arising from circumstances so notified shall be deemed to have been made at the date when such notice was given.

**NON-REPUDIATION, AVOIDANCE OR REDUCTION OF LIABILITY**

- (e) Subject to Condition (f) hereof the Insurer will not:
  - (i) seek to avoid, repudiate or rescind this policy upon any ground whatsoever including non-disclosure or misrepresentation.
  - (ii) exercise any rights under Subsection 28(3) of the Insurance Contracts Act unless the non-disclosure or misrepresentation is fraudulent.

This Condition (e) does not apply to Claims arising from civil liability or the conduct of an Employee where the civil liability was incurred or the conduct occurred prior to the Insured obtaining a professional indemnity policy, which policy has been renewed, or replaced with another insurer, without gaps between periods of insurance until the commencement date of this policy.

#### FRAUDULENT CLAIMS

- (f) If a claim is made hereunder which is fraudulent, the Insurer may refuse payment of the Claim but where part only of the Claim is fraudulent, the Insurer shall not refuse payment in respect of that part of the Claim which is not fraudulent.

#### REIMBURSEMENT BY INSURED

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

#### NON-CANCELLATION

- (h) The Insurer agrees it will not cancel this policy for any reason other than non-payment of the Premium.

#### DISPUTE RESOLUTION

- (i) Save as provided in Condition (c) hereof and provided that the parties have agreed to refer the dispute or disagreement to arbitration after the dispute or disagreement has arisen, any dispute or disagreement between the Insured and the Insurer arising out of or in connection with this policy may at the request of either of them be referred to the sole arbitrament of a person to be appointed (failing agreement between them) by the President for the time being of the New South Wales Bar Association whose decision shall be final and binding upon both parties.

#### CLAIMS CONDUCT AND SUBROGATION

- (j) The Insurer shall be entitled to prosecute to the extent of the law for its own benefit and in the Insured's name

any claim for indemnity or damages. The Insured must co-operate fully with the Insurer in any proceedings which the Insurer may take and the Insurer shall have full discretion in the conduct of those proceedings and in the settlement of any such claim.

However, the Insurer shall not exercise this right against any Employee of the Insured unless the Claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Employee.

#### 6. Automatic Reinstatement

- 6.1 In the event of notification to the Insurer of any Claim first made against the Insured during the Period of Insurance, this policy shall be deemed to be reinstated for such amount, if any, as may ultimately be paid by the Insurers in respect of such Claim so as to remain in force during the Period of Insurance for the Limit of Indemnity specified in the schedule provided always that the aggregate of the amounts so reinstated shall not exceed an amount equal to the said Limit of Indemnity specified in the schedule.

- 6.2 It is understood and agreed that the sums thus reinstated shall provide cover for the Insured in respect of subsequent Claims which are totally unrelated to the Claim, or circumstances that gave rise to the Claim already notified by the Insured.

#### 7. Run Off Cover

- 7.1 This paragraph applies where:

- (a) The Insured has ceased Practice (whether because of death, retirement, appointment or any other reason) during the Period of Insurance; and
- (b) the Loss arises out of any Claim resulting from, or costs and expenses relating to acts or omissions of the Insured or an Employee of the Insured prior to the expiration of the Period of Insurance of this policy.

- 7.2 The Insurer agrees to indemnify the Insured automatically in accordance with the Limit of Indemnity and Excess

under this policy and otherwise in accordance with the Approved Indemnity Insurance in force at the time the Claim is made, or the circumstance which might give rise to a Claim is notified, as the case may be, from the end of the Period of Insurance for so long as the Insurer shall continue to be the insurer under the Approved Barristers' Indemnity Scheme and for no additional premium.

7.3 The Insured on ceasing Practice during the Period of Insurance, agrees to notify the Insurer as soon as reasonably practicable before the expiration of the Period of Insurance of this policy that the Insured has ceased Practice. The Insured also agrees, upon receiving a written request from the Insurer, to provide to the Insurer a declaration of all known Claims and circumstances that are likely to give rise to a Claim.

8. Cessation Of Approved Indemnity Insurance

8.1 The Insurer agrees to notify the Insurance Broker in writing that it intends to cease offering Approved Indemnity Insurance. Such notice is to be given at least 60 days before the termination of the Approved Indemnity Insurance by the Insurer.

9. Barrister Director Of Clerk Company

9.1 It is agreed and declared that the policy is extended to indemnify the insured who is a director of a Company which operates as a Barristers' Clerk in respect of any professional negligence arising out of performance of the office.

**Water Act 1989**  
**LOWER MURRAY WATER**  
Extension of the Lower Murray Region Water Authority  
Nyah West Urban District

In accordance with Section 96 (2) (b) of the Water Act 1989, the Lower Murray Region Water Authority is proposing to extend the Nyah West Urban Water District.

Further information can be obtained from Lower Murray Water offices at 73 Beveridge Street, Swan Hill or Fourteenth Street, Mildura.

Submissions on the proposal are invited and should set out grounds of any objection to the extension of the proposed Nyah West Urban Water District and must be received by the Authority by 13 April 1997, being one month after the publication of the notice in the Government Gazette.

B. J. GROGAN  
Chief Executive Officer

**Water Act 1989**  
**LOWER MURRAY WATER**  
Extension of the Lower Murray Region Water Authority  
Nyah Urban District

In accordance with Section 96 (2) (b) of the Water Act 1989, the Lower Murray Region Water Authority is proposing to extend the Nyah Urban Water District.

Further information can be obtained from Lower Murray Water offices at 73 Beveridge Street, Swan Hill or Fourteenth Street, Mildura.

Submissions on the proposal are invited and should set out grounds of any objection to the extension of the proposed Nyah Urban Water District and must be received by the Authority by 13 April 1997, being one month after the publication of the notice in the Government Gazette.

B. J. GROGAN  
Chief Executive Officer

**Water Act 1989**  
**LOWER MURRAY WATER**  
Creation of the Lower Murray Region Water Authority  
Nyah-Nyah West Sewerage District

In accordance with Section 96 (2) (b) of the Water Act 1989, the Lower Murray Region Water Authority is proposing to create a new Nyah-Nyah West Sewerage District.

Further information can be obtained from Lower Murray Water offices at 73 Beveridge Street, Swan Hill or Fourteenth Street, Mildura.

Submissions on the proposal are invited and should set out grounds of any objection to the creation of the proposed Sewerage District and must be received by the Authority by 13 April 1997, being one month after the publication of the notice in the Government Gazette.

B. J. GROGAN  
Chief Executive Officer



**Associations Incorporation Act 1981  
SUB-SECTION 36 (2)**

Notice is hereby given that the incorporation of the associations mentioned below will be cancelled on publication of the notice.

Bacchus Marsh to Ballarat Parents Association Inc.

Bacchus Marsh Supported Accommodation Program Inc.

Ballarat Pregnancy Support Service Inc.

Ballarat Skills Training Centre Inc.

Big Brothers/Big Sisters of Melbourne Inc.

Caulfield Arthritis Self-Help Group Inc.

C.E.A.S.E. (Community of Essendon Action Supporting the Environment) Inc.

Chandler Community Centre Inc.

City of Dandenong Staff Social Club Inc.

Community Aged Care Resource Centre Inc.

Crying Theatre Inc.

Discobolus Ski Club Inc.

East Belmont Playgroup Inc.

Enterprise West Inc.

Explosive Social Club Inc.

F.A.C.T. (Families and Carers Together Supporting Children with Disabilities) Inc.

Havilah Christian Community Inc.

Inverloch Community Centre Ladies Auxiliary Inc.

Inverloch Three Year Old Activities Playgroup Association Inc.

Jeparit Netball Club Inc.

Kiwanis Club of Melbourne-Mid City Inc.

Kyneton & District Youth & Adult Accommodation Service Inc.

Maryborough District Accommodation Group Inc.

Melbourne University Business School Alumni Inc.

Mornington Housing Management Group Inc.

Mothers and Midwives Action Inc.

National Theatre Ballet School Parents & Friends Association Inc.

North Eastern Arabian Horse Action Club Inc.

Oakleigh Squash Club Inc.

Ordben Entertainment Club Inc.

Parkfield Pre-School Association Inc.

Peace and Development Foundation Inc.

Phillip Island Cricket Club Inc.

Professional Masseurs Association of Victoria Inc.

Pyrenees Bowmen, Ararat Inc.

Ranceby Cricket Club Inc.

Scotts Creek Colts Cricket Club Inc.

Shire of Korumburra Arts Council Inc.

St Joseph's Netball Club Inc.

Stratford Country Music Festival Committee Inc.

The National Australian Bedding Council Inc.

Toorak Association of Students Inc.

Victorian Emotional Release Counsellors Inc.

Vietnamese Employment and Social Services Inc.

Warrandyte Community Transport Group Inc.

Western District Gem Club Inc.

Westgate Kart Club Inc.

Women Lawyers Against Female Genital Mutilation Inc.

Wriggles Disables Swimming Association—Altona Inc.

Dated 4 February 1997

DENIS HALL  
Registrar of Incorporated Associations

**Public Holidays Act 1993  
MOORABOOL SHIRE COUNCIL**

The Moorabool Shire Council under Section 7 of the Public Holidays Act 1993, appoints Tuesday, 4 November (Melbourne Cup Day) 1997 as a Public Holiday throughout the entire Moorabool Shire.

JIM ELVEY  
Chief Executive Officer

**Friendly Societies Act 1986**  
**CORPORATIONS LAW SECTION 572 (2)**  
**Notice of Intention to Deregister Societies**

The Victorian Financial Institutions Commission gives Notice pursuant to Section 572 (2) of the Corporations Law as applied by Section 121 (4) of the Friendly Societies Act 1986 that at the end of three months from the date of this notice the registration of the following societies:

- Ballarat North Railway Workshops Terminating Self Denial Fund;
- Jennings Supplementary Benefits Friendly Society;
- Metropolitan Farm Provident Fund;
- RWS Sickness Fund;
- State Electricity Commission Central Store Sick and Accident Benefit Society;
- SEC Fisherman's Bend Area Sick and Accident Benefit Society;
- SEC Overhead Mains Sick and Accident Benefit Society;
- SECV (Eastern Metropolitan Region) Friendly Society;
- Advance Friendly Society;
- Austdent Services Friendly Society;
- Australian Health Benefits Friendly Society;
- The Professional and General Friendly Society;
- Melbourne German Friendly Society (MGFS) Melbournier Deutscher Krankenverein;

will, unless cause to the contrary is shown, be cancelled and the societies will be dissolved.

Dated 7 March 1997

DAVID LAFRANCHI  
Delegate of the Victorian Financial Institutions Commission

**Road Safety Act 1986**  
**MOTOR CYCLE RELIABILITY TRIAL**

Under Section 68 (3) of the Road Safety Act 1986, I declare that Sub-sections (1) and (2) of Section 68 of the Act, the Road Safety (Traffic) Regulations 1988 and Parts 9 and 10 of the Road Safety (Vehicles) Regulations

1988 shall not apply with respect to the event to be known as Round 1 Yamaha Victorian Enduro Series to be conducted by the Warragul Motorcycle Club on sections of road within the Neerim State Forest on Sunday, 16 March 1997 between the hours of 8.00 a.m. and 5.00 p.m.

Dated 4 March 1997

N. R. BUTLER  
Regional Manager—Eastern Victoria  
VicRoads  
Delegate of the Minister for Roads and Ports

- Co-operation Act 1981**
- BIRCHIP COMMUNITY EDUCATION COMPLEX CO-OPERATIVE LTD
  - HADFIELD HIGH SCHOOL CO-OPERATIVE LIMITED
  - HURSTBRIDGE TENNIS CLUB CO-OPERATIVE LTD
  - 9TH BOX HILL SCOUT CO-OPERATIVE NO. 2 LIMITED
  - STRATHFIELDSAYE PRIMARY SCHOOL CO-OPERATIVE LIMITED
  - THE AUSTRALIAN ARTISTS CO-OPERATIVE LTD

Notice is hereby given in pursuance of Section 192 (8) of the Co-operation Act 1981 and Section 572 (2) of the Corporations Act 1989 that, at the expiration of three months from the date hereof, the names of the aforementioned societies will, unless cause is shown to the contrary, be struck off the register and the societies will be dissolved.

Dated at Melbourne, 3 March 1997

PAUL HOPKINS  
Deputy Registrar of Co-operative Societies

**Country Fire Authority Act 1958**  
**VARIATION OF FIRE DANGER PERIOD**

In pursuance of the powers conferred by Section 4 of the Country Fire Authority Act 1958, I, Leonard Raymond Foster, Chairman of the Country Fire Authority, after consultation with the Secretary of Natural Resources and Environment, hereby vary the declaration of the Fire Danger Periods previously published in the Government Gazette by declaring that such Fire Danger Periods shall end in respect of the undermentioned Municipal Districts of Municipalities or parts of Municipalities specified.

To terminate from 1.00 a.m. on Monday, 17 March 1997:

Gannawarra Shire Council;  
Buloke Shire Council;

Horsham Rural City Council (Part). That part of the Rural City of Horsham north of the line described by the following roads: Bow Lake Fire Access Road; Bow Lake Road; Jallumba/Clear Lake/Harrow Road; Jallumba/Mockinya Road; Wonwondah/Toolondo Road; North East Wonwondah Road; Grampians Road; Wonwondah/Dadswell Bridge Road; Fulbrooks Road to Wimmera River.

LEN FOSTER  
Chairman

**Pipelines Act 1967**  
**SECTION 28A**

Notice of Variation of Conditions of a  
Pipeline  
Licence Number 74

Sub-section (1) of Section 28A of the **Pipelines Act 1967** provides that the terms and conditions of a pipeline licence may be varied by notice published in the Government Gazette. Pipeline Licence No. 74 is hereby varied in the manner indicated—

Delete in Clause 1 (E) (i) (b) of the Schedule:

“The external protective coating to the above ground pipeline shall comprise a priming coat plus two coats of aluminium paint;” and substitute:

“The external protective coating to the above ground pipeline shall comprise of glass wool preformed sectional pipe insulation covered by 0.55 mm thick zincalume sheet metal cladding;”.

Dated 6 March 1997

MICHAEL TAYLOR  
Secretary for the Department of Natural Resources and Environment pursuant to instrument of delegation by the Minister dated 9 May 1996

**Planning and Environment Act 1987**  
**CRANBOURNE PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L140

The Minister for Planning and Local Government has approved Amendment L140 to the Cranbourne Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones land at Reserve No. 2 on the south side of Monique Drive, Langwarrin, from Public Use Zone—Open Space to Residential (urban) Zone and introduces a site specific control within that zone that permits the removal of the reserve set aside for municipal purposes created on Plan of Subdivision LP204611.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Frankston City Council, Civic Centre, Davey Street, Frankston.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

**Planning and Environment Act 1987**  
**HUME PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L13

The Minister for Planning and Local Government has approved Amendment L13 to the Hume Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones land described as Part of Crown Portion 5, Certificate of Title Volume 10293, Folio 858, County of Bourke, Parish of Will Will Rook, Broadmeadows, from Public Use Zone (Commonwealth Government) to Light Industrial Zone and to replace an existing site specific control in the Scheme.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the Sunbury Office of the Hume City Council, Macedon Street, Sunbury.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

**Planning and Environment Act 1987**  
**MARIBYRNONG PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L8

The Minister for Planning and Local Government has approved Amendment L8 to the Maribyrnong Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones part of former RAAF land on the south western corner of South Road and Ashley Street, Tottenham, from an Investigation Area to a Mixed Use Zone and a Business 3 Zone.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Maribyrnong City Council, Napier Street, Footscray.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987**  
**MARIBYRNONG PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L19

The Minister for Planning and Local Government has approved Amendment L19 to the Maribyrnong Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones part of former RAAF land on the south western corner of South Road and Ashley Street, Tottenham, from an Investigation Area to a Business 1 Zone.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Maribyrnong City Council, Napier Street, Footscray.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

**Planning and Environment Act 1987**  
**MAROONDAH PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L7

The Minister for Planning and Local Government has approved Amendment L7 to the Maroondah Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment:

Increase the gross leasable floor area allowed on the Eastland and Safeway site from 65,000 m<sup>2</sup> to 72,000 m<sup>2</sup>.

Makes "Amusement Parlour" and "Cinema" discretionary uses in the Ringwood District Centre—Regional Focus Zone.

Introduces an Indicative Plan of Development.

Introduces provisions to allow use and development without the need for a permit provided plans are in accordance with the Indicative Plan.

Rezones land on the south-west corner of Warrandyte Road and the Ringwood bypass reservation from Proposed Public Open Space to Ringwood District Centre—Regional Focus Zone.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Maroondah City Council, Braeside Avenue, Ringwood.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987**  
**MONASH PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L13

The Minister for Planning and Local Government has approved Amendment L13 to the Monash Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones 272-274 Blackburn Road, Glen Waverley, known as Syndal Hall, from Reserved Land Local Government—Existing and Residential C to Restricted Business Zone and Main Road Reservation.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Monash City Council, Springvale Road, Glen Waverley.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987  
MORELAND PLANNING SCHEME  
Notice of Approval of Amendment  
Amendment L30**

The Minister for Planning and Local Government has approved Amendment L30 to the Moreland Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones land at 72 Ross Street, Coburg, described as Lot 14, Block Plan B PS 7380, Volume 8841, Folio 515, from Light Industrial Zone to Residential C Zone. The amendment will facilitate the proposed redevelopment of the land for residential purposes, subject to an environmental audit which must be obtained prior to any redevelopment of the land for a sensitive use.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Moreland City Council, 233 Sydney Road, Brunswick.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

---

**Planning and Environment Act 1987  
MORNINGTON PLANNING SCHEME  
Notice of Approval of Amendment  
Amendment L68**

The Minister for Planning and Local Government has approved Amendment L68 to the Mornington Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment inserts a site specific Clause (2.03 (5) (b)) into Chapter 1 of the Scheme to allow for the subdivision of land known as Lot 7 Bentons Road, Moorooduc, to be subdivided into two lots of approximately 1.034 hectares each.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Mornington Peninsula Shire Council: Besgrove Street, Rosebud; Queens Street, Mornington and Marine Parade, Hastings.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987  
SHERBROOKE PLANNING SCHEME  
Notice of Approval of Amendment  
Amendment L125**

The Minister for Planning and Local Government has approved Amendment L125 to the Sherbrooke Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment changes the ordinance provisions to allow the subdivision of land known as Part Lots 52 and 53 LP 5726, Nos 30 and 30A Albert Street, Upper Ferntree Gully, into two lots with each lot capable of containing a house.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Knox City Council, Civic Centre, 511 Burwood Highway, Wantirna South 3152.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987**  
**WOORAYL PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L53

The Minister for Planning and Local Government has approved Amendment L53 to the Woorayl Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment inserts a site specific exemption into the Rural A Zone provisions to allow Lot 5, Plan of Subdivision 208176T, Volume 9965, Folio 592, Struan Road, Cape Patterson, to be subdivided into a maximum of six lots and for each lot to contain one detached house if certain conditions are met, and the development to generally be in accordance with the "Innovative Development Concept Plan", and the owner enter into a Section 173 agreement which will prevent further subdivision of the remaining 247 hectares.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Bass Coast Shire Council, Bailleu Street, Wonthaggi.

**ADRIAN SALMON**  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

**Planning and Environment Act 1987**  
**YARRA PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L27

The Minister for Planning and Local Government has approved Amendment L27 to the Yarra Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones land bounded by Grant Street, Spensley Street, John Street and Heidelberg Road, Clifton Hill from Light Industrial Zone to Residential C Zone and inserts site specific provisions in respect of 33-35 Grant Street which allow development of the land in accordance with a development

plan prepared to the satisfaction of the responsible authority and includes 33-35 Grant Street in the table of potentially contaminated land sites.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Yarra City Council, 140 Hoddle Street, Abbotsford.

**ADRIAN SALMON**  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

**Planning and Environment Act 1987**  
**YARRA RANGES PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment L52

The Minister for Planning and Local Government has approved Amendment L52 to the Yarra Ranges Planning Scheme.

The amendment comes into operation on the date this notice is published in the Government Gazette.

The amendment rezones an area of land at the former Shire of Sherbrooke municipal offices in Glenfern Road, Upwey, from Restricted Uses-Service Facility Zone to Residential Bushland Zone, removes the use "Commercial Recreation Facility" from the Residential Bushland Zone and retains it as a site specific use for this site, and includes an Environmental Audit or Statement before it is used for a sensitive use.

A copy of the amendment can be inspected free of charge during office hours at the Department of Infrastructure, Ground Floor, 477 Collins Street, Melbourne and at the offices of the Yarra Ranges Shire Council, Anderson Street, Lilydale.

**ADRIAN SALMON**  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

**Planning and Environment Act 1987**  
**DAREBIN PLANNING SCHEME**  
Notice of Lapsing of Amendment  
Amendment L16 (Part 2)

The Darebin City Council has resolved to abandon Amendment L16 (Part 2) to the Darebin Planning Scheme.

The amendment proposed to insert three individual buildings into the Conservation Table of the Darebin Planning Scheme.

The amendment lapsed on 21 February 1997.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987**  
**DAREBIN PLANNING SCHEME**  
Notice of Lapsing of Amendment  
Amendment L34

The Darebin City Council has resolved to abandon Amendment L34 to the Darebin Planning Scheme.

The amendment proposed to rezone the Glasgow Avenue Reserve, Reservoir, from a Public Open Space Reservation to a Residential C Zone.

The amendment lapsed on 21 February 1997.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**Planning and Environment Act 1987**  
**OMEEO PLANNING SCHEME**  
Notice of Lapsing of Amendment  
Amendment L10

The Minister for Planning and Local Government has resolved to refuse Amendment L10 to the Omeo Planning Scheme.

The amendment proposed to introduce detailed land use planning controls within the Township of Omeo.

The amendment lapsed on 13 March 1997.

ADRIAN SALMON  
Co-ordinator, Amendment Services  
Local Government, Planning and  
Market Information Services Division  
Department of Infrastructure

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**ORDER IN COUNCIL**

**Public Records Act 1973  
SUSPENSION OF PROVISIONS OF  
SECTIONS 9, 10 AND 11**

The Governor in Council under Sub-section 2 (3) of the **Public Records Act 1973**, suspends the operation of Sections 9, 10 and 11 of the Act in respect of all public records transferred according to that Act to the place of deposit specified in the Schedule.

**THE SCHEDULE**

Recall Total Information Management, 465 Plummer Street, Port Melbourne, Victoria 3207.

Dated 25 February 1997

Responsible Minister:

J. G. KENNETT  
Minister for the Arts

ANNETTE WILTSHIRE  
Acting Clerk of the Executive Council

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**SUBORDINATE LEGISLATION ACT 1994  
NOTICE THAT STATUTORY RULES ARE  
OBTAINABLE**

Notice is given under Section 17 (3) of the Subordinate Legislation Act 1994 that the following Statutory Rules were first obtainable from Information Victoria, 318 Little Bourke Street, Melbourne on the date specified:

17. *Statutory Rule:* Supreme Court (Chapter II Amendment No. 14) Rules 1997

*Authorising Act:* Supreme Court Act 1986

*Date first obtainable:* 6 March 1997

*Code A*

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**ADVERTISERS PLEASE NOTE**

As from 13 March 1997

The last Special Gazette was No. 25  
Dated 12 March 1997

The last Periodical Gazette was No. 2  
Dated 2 September 1996

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*Victoria Government Gazette*





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