



Government Gazette

of the State of

New South Wales

Number 24

Friday, 15 March 2019

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains local council, private and other notices.

From 1 January 2019, each notice in the Government Gazette has a unique identifier that appears in round brackets at the end of the notice and that can be used as a reference for that notice (for example, (n2019-14)).

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GOVERNMENT NOTICES

Planning and Environment Notices

CONTAMINATED LAND MANAGEMENT ACT 1997

Environment Protection Authority

Declaration of significantly contaminated land

(Section 11 of the Contaminated Land Management Act 1997)

Declaration Number 20181102; Area Number 3424

The Environment Protection Authority (EPA) declares the following land to be significantly contaminated land under the *Contaminated Land Management Act 1997* ("the Act"):

1. Land to which this declaration applies ("the site")

Lot 12 in DP858904 located within the City of Canterbury Bankstown, with street address 42-44 Belmore Road, Punchbowl, NSW 2196. Refer to attached map showing the approximate location of the declared area.

2. Nature of contamination affecting the site

The EPA has found that the site is contaminated with the following substances ("the contaminants"):

- Chlorinated hydrocarbons including Tetrachloroethene, Trichloroethene, 1,2-Dichloroethene, and Vinyl chloride; and
- Petroleum hydrocarbons (TPH/TRH) excluding Benzene, Toluene, Ethylbenzene and Xylenes (BTEX).

3. Nature of harm that the contaminants may cause

The EPA has considered the matters in section 12 of the Act and believes that the land is contaminated and that the contamination is significant enough to warrant regulation under the Act for the following reasons:

- concentrations of petroleum and chlorinated hydrocarbons are present in soil and groundwater at concentrations in excess of criteria which are protective of human health
- the petroleum hydrocarbon contamination is likely to be localised, however the chlorinated hydrocarbon contamination is likely to be widespread
- an increasing trend of chlorinated hydrocarbons has been identified in one groundwater well to date, indicating the possible presence of an ongoing source of contamination
- the extent of the groundwater plume has not been delineated to the south of the site. There are potential risks on-site, and from the off-site migration of contaminants, to occupants of nearby buildings and properties through vapour intrusion. It is noted however, that indoor air monitoring conducted at the site and the adjacent site to the south, has indicated that there is no current risk to commercial workers within these properties.

4. Further action under the Act

The making of this declaration does not prevent the carrying out of voluntary management of the site and any person may submit a voluntary management proposal for the site to the EPA.

5. Submissions invited

The public may make written submissions to the EPA on:

- Whether the EPA should issue a management order in relation to the site; or
- Any other matter concerning the site.

Submissions should be made in writing to:

Director Contaminated Land Management
Environment Protection Authority
PO Box A290
SYDNEY SOUTH NSW 1232

Or emailed to: contaminated.sites@epa.nsw.gov.au

or faxed to 02 9995 6603

by not later than 6 April 2019

[Signed] 6 March 2019

ARMINDA RYAN
Director Contaminated Land Management
Environment Protection Authority

NOTE:

Management order may follow

If management of the site or part of the site is required, the EPA may issue a management order under section 14 of the Act.

Amendment/Repeal

This declaration may be amended or repealed. It remains in force until it is otherwise amended or repealed. The subsequent declaration must state the reasons for the amendment or repeal (section 44 of the Act).

Information recorded by the EPA

Section 58 of the Act requires the EPA to maintain a public record. A copy of this significantly contaminated land declaration will be included in the public record.

Information recorded by councils

Section 59 of the Act requires the EPA to give a copy of this declaration to the relevant local council. The council is then required to note on its planning certificate issued pursuant to section 10.7 (2) of the *Environmental Planning and Assessment Act 1979* that the land is declared significantly contaminated land. The EPA is required to notify council as soon as practicable when the declaration is no longer in force and the notation on the section 10.7 (2) certificate is no longer required.

Relationship to other regulatory instrument

This declaration does not affect the provisions of any relevant environmental planning instruments which apply to the land or provisions of any other environmental protection legislation administered by the EPA.



Source: SIX Maps

Declared land of 42-44 Belmore Road, Punchbowl, shown above.

(n2019-674)

NATIONAL PARKS AND WILDLIFE ACT 1974

NOTICE OF RESERVATION OF A STATE CONSERVATION AREA

I, General The Honourable David Hurley AC DSC (Ret'd), Governor of the State of New South Wales, with the advice of the Executive Council, reserve the lands described in Schedules 1 and 2 below as part of **Oxley Wild Rivers State Conservation Area**, under the provisions of Section 30A(1)(c) of the *National Parks and Wildlife Act 1974*.

SIGNED and SEALED at Sydney this 28th day of February, 2019.

DAVID HURLEY
Governor,

By His Excellency's Command,

GABRIELLE UPTON MP
Minister for the Environment.

Land District – Armidale LGA – Armidale Regional
Counties Clark and Sandon being a total area of about 1798.53 hectares

Schedule 1

Parishes Tiara, Ferryman and Shasta, 1668.11 hectares being Lot 62 DP 1121507, Lot 16 DP 755825 and Lot 70 DP1129706.

Schedule 2

Parishes Tiara, Ferryman and Shasta, about 130.42 hectares being the Crown roads and bed of Chandler and Styx Rivers shown on diagrams 1 to 3 below.

DIAGRAM 1

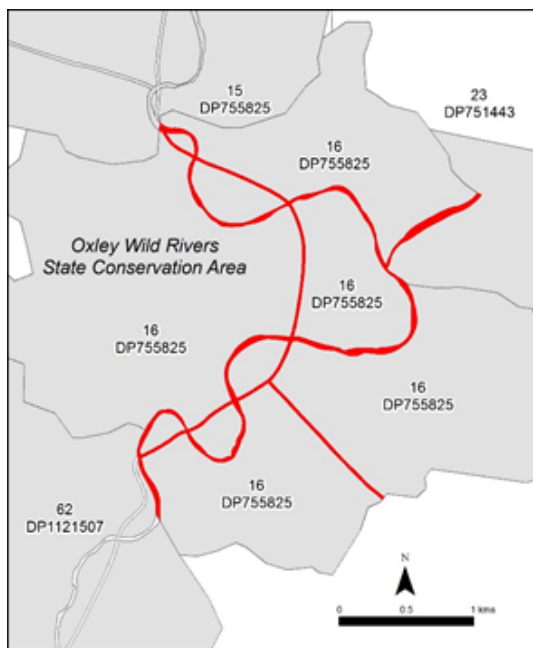


DIAGRAM 2

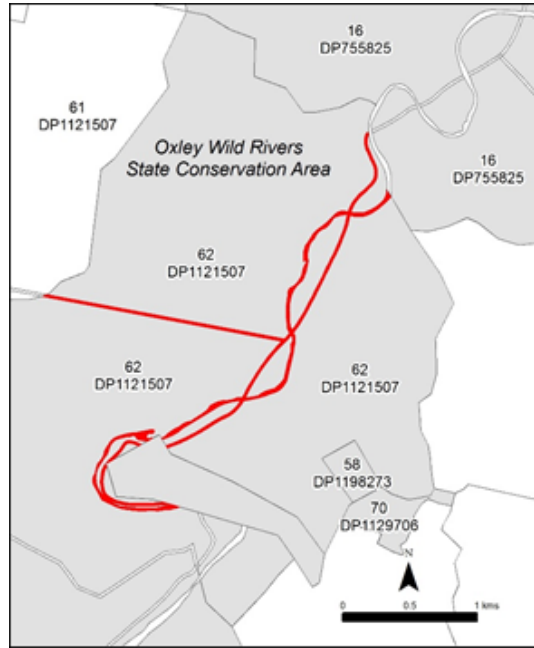
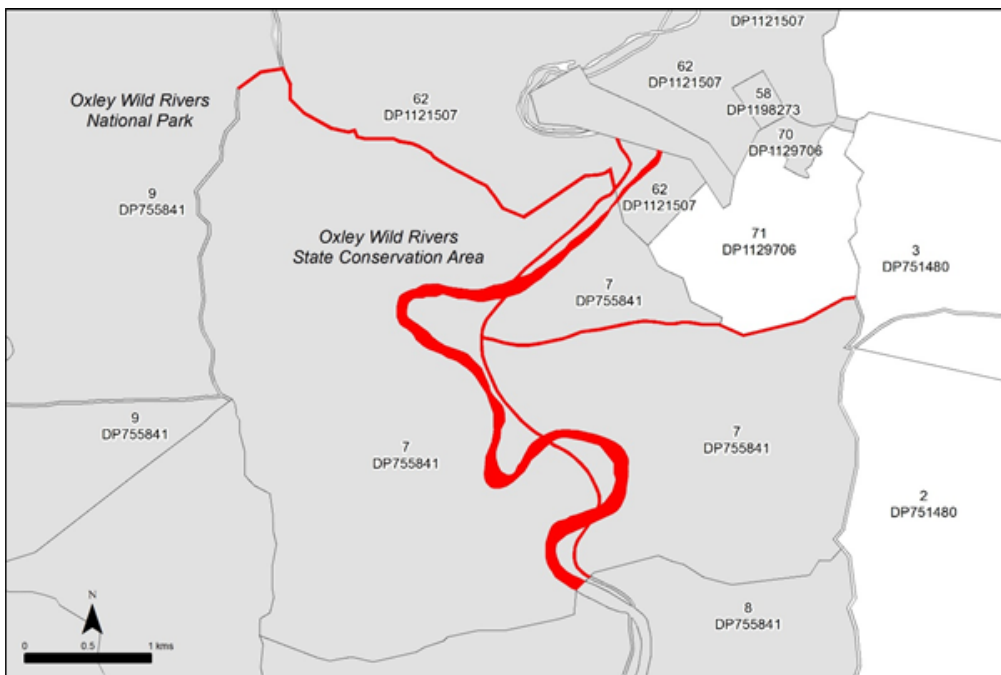


DIAGRAM 3



Note: The above reservation is restricted to a depth of 50 metres.

Papers OEH/EF14/7619, EF16/13185, EF16/12764

(n2019-675)

Roads and Maritime Notices

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS – EXCLUSION ZONE

Location

Little Beach, Port Stephens

Duration

9.00am to 6.00pm — Saturday 16 March 2019

9.00am to 6.00pm — Sunday 17 March 2019

Detail

A water polo event will be conducted at Little Beach, Port Stephens between the times above.

An **EXCLUSION ZONE** is specified during the event, which will form an area of the waterway adjacent to the swimming area at Little Beach, and will be marked by buoys.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone, which will be monitored by control vessels.

Vessel operators in the vicinity of the event must keep a proper lookout, keep well clear of support vessels and people in the water, and exercise extreme caution.

Penalties may apply (Section 12(5) – *Marine Safety Act 1998*).

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice NH1918

Date: 12 March 2019

Marcus Cahill

A/Manager Operations Hunter

Delegate

(n2019-676)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Ballimore in the Dubbo Regional Council Area

Roads and Maritime Services, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the *Roads Act 1993*.

K DURIE

Manager, Compulsory Acquisition & Road Dedication

Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Dubbo Regional Council area, Parish of Murrungundie and County of Lincoln, shown as Lots 2 and 3 Deposited Plan 1223354 and Lot 2 Deposited Plan 1242648.

(RMS Papers: SF2019/045216; RO SF2015/193924)

(n2019-677)

Mining and Petroleum Notices

Pursuant to section 136 of the *Mining Act 1992* and section 16 of the *Petroleum (Onshore) Act 1991*

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T19-1017)

No. 5777, AUSTRALIAN CONSOLIDATED GOLD HOLDINGS PTY LTD (ACN 619 975 405), area of 25 units, for Group 1, dated 4 March 2019. (Orange Mining Division).

(T19-1018)

No. 5778, FORGE MINERALS PTY LTD (ACN 121 258 713), area of 41 units, for Group 1, dated 5 March 2019. (Armidale Mining Division).

(n2019-678)

NOTICE is given that the following application has been granted:

EXPLORATION LICENCE APPLICATION

(T18-1106)

No. 5712, now Exploration Licence No. 8819, LASSETER GOLD PTY LTD (ACN 139 612 427), County of Yungnulgra, Map Sheet (7436), area of 57 units, for Group 1, dated 1 February 2019, for a term until 1 February 2022.

The Honourable Don Harwin MLC
Minister for Resources

(n2019-679)

NOTICE is given that the following applications for renewal have been received:

EXPLORATION LICENCE

(EF19/4358)

Exploration Licence No. 7091, WILPINJONG COAL PTY LTD (ACN 104 594 694), area of 280 hectares. Application for renewal received 28 February 2019.

(EF19/4707)

Exploration Licence No. 8530, ST BARBARA LIMITED (ACN 009 165 066), area of 3 units. Application for renewal received 1 March 2019.

CONSOLIDATED MINING LEASE

(EF19/4824)

Consolidated Mining Lease No. 13 (Act 1973), PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 678.7 hectares. Application for renewal received 28 February 2019.

MINING LEASE

(EF19/4812)

Mining Lease No. 1249 (Act 1973), PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 400.06 hectares. Application for renewal received 28 February 2019.

(n2019-680)

RENEWAL OF CERTAIN AUTHORITIES

Notice is given that the following authorities have been renewed:

EXPLORATION LICENCE

(D00-0000)

Exploration Licence No. 6001, PEREGRINE MINERAL SANDS PTY LTD (ACN 009 307 591), Counties of Cairn and Taila, Map Sheet (7528, 7529), area of 62 units, for a further term until 30 September 2020. Renewal effective on and from 28 February 2019.

(V17-1258)

Exploration Licence No. 8334, MINERAL HILL PTY LTD (ACN 626 082 255), Counties of Cunningham, Flinders and Kennedy, Map Sheet (8232, 8233, 8332), area of 100 units, for a further term until 23 December 2020. Renewal effective on and from 18 February 2019.

The Honourable Don Harwin MLC
Minister for Resources

(n2019-681)

PART CANCELLATION

Notice is given that the following authority has been cancelled in part:

(V18-0606)

Mining Lease No. 1636 (Act 1992), CSR BUILDING PRODUCTS LIMITED (ACN 008 631 356), Parish of Melville, County of Cumberland, Map Sheet (9030-2-N).

Description of area cancelled:

An area of 9.69 hectares. For further information contact Resource Operations.

Part cancellation took effect on 27 February 2019.

The authority now embraces an area of 62.31 hectares.

The Honourable Don Harwin MLC
Minister for Resources

(n2019-682)

ERRATUM NOTICE

Page 4007: ERRATUM The notice published in the New South Wales Government Gazette No 94 of 21 September 2012, under the heading of 'MINING LEASE APPLICATION' (09-2202). Entry should read that the lease is granted for a term until 22 August 2033.

The Honourable Don Harwin MLC
Minister for Resources

(n2019-683)

Crown Land Notices

1300 886 235 www.crownland.nsw.gov.au

NOTIFICATION OF DISPOSAL OF A CROWN ROAD

Section 152B Roads Act 1993

The road hereunder described has been disposed of under section 152B of the *Roads Act 1993*. In accordance with section 152H of that Act, the road comprised therein has ceased to be a Crown road and the rights of passage and access that previously existed in relation to the road are extinguished. Upon disposal, title to the land, comprising the former Crown road, is transferred to freehold.

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Mozart; County – Westmoreland

Land District – Lithgow; LGA – Oberon

Road Disposed: Lot 3 DP 1243312

File No: 15/08323

(n2019-684)

NOTIFICATION OF DISPOSAL OF A CROWN ROAD

Section 152B Roads Act 1993

The road hereunder described has been disposed of under section 152B of the *Roads Act 1993*. In accordance with section 152H of that Act, the road comprised therein has ceased to be a Crown road and the rights of passage and access that previously existed in relation to the road are extinguished. Upon disposal, title to the land, comprising the former Crown road, is transferred to freehold.

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Sarsfield; County – Kennedy

Land District – Parkes; LGA – Lachlan

Road Disposed: Lots 1-2 DP 1246145

File No: 18/00746

(n2019-685)

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993* and the savings and transitional provisions set out in clause 19A and 44 of Schedule 7 to the *Crown Land Management Act 2016*, which provide the Minister for Lands with the power to close council roads under the provisions of the *Roads Act 1993* as in force immediately before the amendments had effect the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Maroota; County – Cumberland

Land District – Windsor; LGA – The Hills Shire

Road Closed Lot 8 DP1245899, Lot 9 DP1245899, Lot 10 DP1245899:

File No: 17/10157

SCHEDULE

On closing, the land within Lot 8 DP1245899, Lot 9 DP1245899, Lot 10 DP1245899 will remain vested or will become vested in the State of New South Wales as Crown land.

(n2019-686)

REVOCATION OF RESERVATION OF CROWN LAND

Pursuant to section 2.11 of the *Crown Lands Management Act 2016*, the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

The Hon. PAUL TOOLE, MP
Minister for Lands and Forestry

Schedule

Column 1	Column 2
Parish: Hungerford County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Walgett Reserve No: 21966 Public Purpose: Travelling Stock Notified: 12 January 1895 File Reference WLL3928-1#01	The whole being Part Lot 3094 DP 765319, being an area of approximately 75.84 ha This part co-exists with Western Lands Lease 5412
Parish: Hungerford County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Walgett Reserve No: 28967 Public Purpose: Travelling Stock Notified: 4 March 1899 File Reference WLL3928-1#01	The part overlaying the mid section of Lot 3094 DP 765319, being an area of approximately 137.2 ha This part co-exists with Western Lands Lease 5412

<p>Column 1</p> <p>Parish: Calmuldi County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Walgett Reserve No: 28967 Public Purpose: Travelling Stock Notified: 4 March 1899</p> <p>File Reference WLL3928-1#01</p>	<p>Column 2</p> <p>The part overlaying the mid section of Lot 1791 DP 763660, being an area of approximately 57.1 ha</p> <p>This part co-exists with Western Lands Lease 3928</p>
<p>Column 1</p> <p>Parish: Boorara, Burrawandool, Gundabloui County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Narran Reserve No: 79712 Public Purpose: Travelling Stock Notified: 5 July 1957</p> <p>File Reference WLL3928-1#01</p>	<p>Column 2</p> <p>The part overlaying a small section on the western boundary of Lot 3967 DP 766440, being an area of approximately 7.937 ha</p> <p>This part co-exists with Western Lands Lease 8322</p>
<p>Column 1</p> <p>Parish: Boorara, Burrawandool, Gundabloui County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Collarenebri Reserve No: 80303 Public Purpose: Travelling Stock Notified: 24 January 1958</p> <p>File Reference WLL3928-1#01</p>	<p>Column 2</p> <p>The part overlaying a small section on the eastern boundary of Lot 3967 DP 766440, being an area of approximately 2.799 ha</p> <p>This part co-exists with Western Lands Lease 8322</p>

Column 1	Column 2
Parish: Boorara, Burrawandool, Gundabloui County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Collarenebri Reserve No: 80708 Public Purpose: Travelling Stock Notified: 30 May 1958 File Reference WLL3928-1#01	The whole being Part Lot 3967 DP 766440, being an area of approximately 173.2ha This part co-exists with Western Lands Lease 8322

(n2019-687)

CROWN LAND MANAGEMENT ACT 2016

REVOCATION OF RESERVATION OF CROWN LAND

Pursuant to section 2.11 of the *Crown Land Management Act 2016*, the reservation of Crown land specified in Column 1 of the following Schedule is revoked to the extent specified opposite in Column 2 of the Schedule.

The Hon Paul Toole, MP
Minister for Lands and Forestry

Schedule

Column 1	Column 2
Land District: Bathurst Local Government Area: Lithgow City Locality: Thornshope Reserve No. 95014 Public Purpose: future public requirements Notified: 29 May 1981 File Reference: OE80H2478	The whole being Whole Lots: Lot 126 DP 755794 Parish Thornshope County Roxburgh Area: about 123.2 hectares

(n2019-688)

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of section 37 of the *Roads Act 1993* the road hereunder described is closed. The lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road are extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Gulgong; County – Phillip

Land District – Mudgee; LGA – Mid-Western Regional

Road Closed: 1/1248250

File No: 17/03012

SCHEDULE

On closing, the land within Lot 1 will remain vested in The State of New South Wales as Crown land.

(n2019-689)

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993* and the savings and transitional provisions set out in clause 19A and 44 of Schedule 7 to the *Crown Land Management Act 2016*, which provide the Minister for Lands with the power to close council roads under the provisions of the *Roads Act 1993* as in force immediately before the amendments had effect the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Breelong; County – Gowen

Land District – Coonamble; LGA – Gilgandra

Road Closed Lot 1 & 2 DP1245363:

File No: 18/04322

SCHEDULE

On closing, the land within Lot/s 1 and 2 DP1245363 will remain vested or will become vested in the State of New South Wales as Crown land.

(n2019-690)

BC - DUBBO

CROWN LAND MANAGEMENT ACT 2016

NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon Paul Toole, MP
Minister for Lands and Forestry

Column 1	Schedule	Column 2
grazing (relevant interest - Licence 600471)		Reserve No. 14408 Public Purpose: camping, water Notified: 5 September 1891 File Reference: 18/07676
pipeline (relevant interest - Licence 570663) irrigation channel (relevant interest - Licence 570663)	Schedule	Reserve No. 49369 Public Purpose: travelling stock Notified: 22 October 1913 File Reference: 16/06741
grazing (relevant interest - Licence 592564)	Schedule	Reserve No. 73242 Public Purpose: public utility Notified: 29 July 1949 File Reference: 17/11769
pipeline (relevant interest - Licence 595825) pump site (relevant interest - Licence 595825)	Schedule	Reserve No. 754959 Public Purpose: future public requirements Notified: 29 June 2007 File Reference: 18/02885
pipeline (relevant interest - Licence 570663) irrigation channel (relevant interest - Licence 570663)	Schedule	Reserve No. 770 Public Purpose: travelling stock Notified: 25 January 1878 File Reference: 16/06741
pipeline (relevant interest - Licence 570663) irrigation channel (relevant interest - Licence 570663)	Schedule	Reserve No. 1563 Public Purpose: camping, travelling stock Notified: 17 September 1883 File Reference: 16/06741
communication facilities (relevant interest - Licence 604550)	Schedule	Reserve No. 27713 Public Purpose: trigonometrical purposes Notified: 4 June 1898 File Reference: 08/6163

Column 1

residence
(relevant interest - Licence 591756)

Schedule

Column 2

Reserve No. 751289
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 17/11154

Column 1

grazing
(relevant interest - Licence 593612)

Schedule

Column 2

Reserve No. 54627
Public Purpose: refuge in time of flood
Notified: 3 June 1921
File Reference: 18/00841

Column 1

community facilities
(relevant interest - Licence 602478)

Schedule

Column 2

Reserve No. 63076
Public Purpose: public recreation, resting place
Notified: 27 November 1931
File Reference: 18/09610

Column 1

parking area
(relevant interest - Licence 569895)
retaining wall
(relevant interest - Licence 569895)
landscaping
(relevant interest - Licence 569895)
encroachments
(relevant interest - Licence 569895)
access
(relevant interest - Licence 569895)

Schedule

Column 2

Reserve No. 140026
Public Purpose: preservation of native flora, public recreation
Notified: 11 September 1987
File Reference: 16/06323

Column 1

retaining wall
(relevant interest - Licence 569895)
parking area
(relevant interest - Licence 569895)
landscaping
(relevant interest - Licence 569895)
encroachments
(relevant interest - Licence 569895)
access
(relevant interest - Licence 569895)

Schedule

Column 2

Reserve No. 1011748
Public Purpose: access and public requirements, rural services, tourism purposes and environmental and heritage conservation
Notified: 18 August 2006
File Reference: 16/06323

Column 1

ramp
(relevant interest - Licence 594091)
jetty
(relevant interest - Licence 594091)

Schedule

Column 2

Reserve No. 1012468
Public Purpose: access and public requirements, rural services, tourism purposes and environmental and heritage conservation
Notified: 15 September 2006
File Reference: 18/01115

Column 1

road construction
(relevant interest - Licence 603339)

Schedule

Column 2

Reserve No. 60513
Public Purpose: public recreation
Notified: 15 June 1928
File Reference: 19/01171

Column 1

grazing
(relevant interest - Licence 586634)

Schedule

Column 2

Reserve No. 190027
Public Purpose: public recreation
Notified: 30 January 1987
File Reference: 17/07090

Column 1

dugout
(relevant interest - Licence 597700)
dugout
(relevant interest - Licence 598390)
dugout
(relevant interest - Licences 600441 and 600510)
dugout
(relevant interest - Licence 600611)
dugout
(relevant interest - Licence 600804)
dugout
(relevant interest - Licence 600612)
dugout
(relevant interest - Licence 600805)
business purposes
(relevant interest - Licence 600510)

Schedule

Column 2

Reserve No. 1013834
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 18/06304

Column 1

communication facilities
(relevant interest - Licence 604351)

Schedule

Column 2

Reserve No. 17803
Public Purpose: camping, travelling stock
Notified: 21 May 1893
File Reference: 08/6163

Column 1

grazing
(relevant interest - Licence 597337)

Schedule

Column 2

Reserve No. 76236
Public Purpose: camping, travelling stock
Notified: 18 September 1953
File Reference: 18/04616

Column 1

grazing
(relevant interest - Licence 597337)

Schedule

Column 2

Reserve No. 81809
Public Purpose: access
Notified: 24 July 1959
File Reference: 18/04616

Column 1

cultivation
(relevant interest - Licence 596021)
grazing
(relevant interest - Licence 596021)

Schedule

Column 2

Reserve No. 78340
Public Purpose: travelling stock
Notified: 17 February 1956
File Reference: 18/03090

Column 1
communication facilities
(relevant interest - Licence 605023)

Schedule
Column 2
Reserve No. 96112
Public Purpose: environmental protection
Notified: 25 June 1982
File Reference: 08/6163

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 41752
Public Purpose: public recreation
Notified: 26 June 1907
File Reference: 11/02680

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 41805
Public Purpose: refuge in time of flood
Notified: 10 July 1907
File Reference: 11/02680

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 56099
Public Purpose: public recreation
Notified: 6 April 1923
File Reference: 11/02680

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 58617
Public Purpose: public recreation
Notified: 26 February 1926
File Reference: 11/02680

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 65975
Public Purpose: public recreation, resting place
Notified: 15 May 1936
File Reference: 11/02680

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 68674
Public Purpose: public recreation
Notified: 29 September 1939
File Reference: 11/02680

Column 1
business purposes
(relevant interest - Licence 602231)

Schedule
Column 2
Reserve No. 79295
Public Purpose: public recreation, resting place
Notified: 25 January 1957
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 81523
Public Purpose: public recreation
Notified: 10 April 1959
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 84129
Public Purpose: public recreation
Notified: 28 December 1962
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 85724
Public Purpose: public hall, public recreation
Notified: 1 April 1966
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 88421
Public Purpose: soil conservation
Notified: 10 December 1971
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 89464
Public Purpose: parking
Notified: 13 June 1975
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 96095
Public Purpose: public recreation
Notified: 18 June 1982
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 751379
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 751393
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 751395
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 1003009
Public Purpose: public recreation and coastal environmental protection
Notified: 7 September 2001
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 1003020
Public Purpose: public recreation and coastal environmental protection
Notified: 23 November 2001
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 1010649
Public Purpose: environmental protection
Notified: 4 March 2005
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 1012928
Public Purpose: surfing recreation
Notified: 15 December 2006
File Reference: 11/02680

Column 1

business purposes
(relevant interest - Licence 602231)

Schedule

Column 2

Reserve No. 1011748
Public Purpose: access and public requirements, rural services, tourism purposes and environmental and heritage conservation
Notified: 18 August 2006
File Reference: 11/02680

Column 1

agriculture
(relevant interest - Licence 597115)

Schedule

Column 2

Reserve No. 756441
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 18/04535

Column 1

jetty
(relevant interest - Licence 600621)
mooring poles
(relevant interest - Licence 600621)

Schedule

Column 2

Reserve No. 1011970
Public Purpose: access and public requirements, tourism purposes and environmental and heritage conservation
Notified: 28 July 2006
File Reference: 18/03585

Column 1

artificial reef
(relevant interest - Licence 602523)

Schedule

Column 2

Reserve No. 1011949
Public Purpose: access and public requirements, rural services, tourism purposes and environmental and heritage conservation
Notified: 25 August 2006
File Reference: 19/00092

Column 1

access
(relevant interest - Licence 588447)

Schedule

Column 2

Reserve No. 1589
Public Purpose: travelling stock
Notified: 7 April 1879
File Reference: 17/08587

Column 1

grazing
(relevant interest - Licence 588447)

Schedule

Column 2

Reserve No. 78441
Public Purpose: soil conservation
Notified: 29 March 1956
File Reference: 17/08587

Column 1

holding yard
(relevant interest - Licence 589116)
horses
(relevant interest - Licence 589116)
building
(relevant interest - Licence 589116)

Schedule

Column 2

Reserve No. 86947
Public Purpose: future public requirements
Notified: 8 November 1968
File Reference: 17/09127

Column 1

access
(relevant interest - Licence 588447)

Schedule

Column 2

Reserve No. 750865
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 17/08587

Column 1

pump site
(relevant interest - Licence 595672)
pipeline
(relevant interest - Licence 595672)

Schedule

Column 2

Reserve No. 84334
Public Purpose: generally
Notified: 22 March 1963
File Reference: 18/02813

Column 1

drying racks
(relevant interest - Licence 601231)
pickers hut
(relevant interest - Licence 601231)
horticulture
(relevant interest - Licence 601231)

Schedule

Column 2

Reserve No. 1013826
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 13/00617

Column 1

dugout
(relevant interest - Licence 569028)

Schedule

Column 2

Reserve No. 1013834
Public Purpose: future public requirements
Notified: 29 June 2007
File Reference: 18/06304

Column 1

slipway
(relevant interest - Licence 589792)
sliprails
(relevant interest - Licence 589792)
piles
(relevant interest - Licence 589792)

Schedule

Column 2

Reserve No. 56146
Public Purpose: generally
Notified: 11 May 1923
File Reference: 18/03086

landing/platform
(relevant interest - Licence 589792)
jetty
(relevant interest - Licence 589792)
sliprails
(relevant interest - Licence 579495)
reclamation
(relevant interest - Licence 579495)
jetty
(relevant interest - Licence 579495)
boatshed
(relevant interest - Licence 579495)
ramp
(relevant interest - Licence 593870)
ramp
(relevant interest - Licence 593870)
pontoon
(relevant interest - Licence 593870)
jetty
(relevant interest - Licence 593870)
seawall
(relevant interest - Licence 593172)
reclamation
(relevant interest - Licence 593172)
jetty
(relevant interest - Licence 593172)
wet area
(relevant interest - Licence 602963)
walkway
(relevant interest - Licence 602963)
pontoon
(relevant interest - Licence 602963)
pipeline
(relevant interest - Licence 595825)
jetty
(relevant interest - Licence 594091)
ramp
(relevant interest - Licence 594091)
steps
(relevant interest - Licence 593989)
reclamation
(relevant interest - Licence 593989)
swimming pool
(relevant interest - Licence 593989)
jetty
(relevant interest - Licence 593989)
boatshed
(relevant interest - Licence 593989)
ramp
(relevant interest - Licence 602959)
jetty
(relevant interest - Licence 602959)
ramp
(relevant interest - Licence 585270)
pontoon
(relevant interest - Licence 585270)
piles
(relevant interest - Licence 585270)
concrete ramp
(relevant interest - Licence 585270)
sliprails
(relevant interest - Licence 589196)
jetty
(relevant interest - Licence 589196)
Artificial Reef
(relevant interest - Licence 602523)
Grazing
(relevant interest - Licence 395310)
Access
(relevant interest - Licence 395310)
Mooring Poles
(relevant interest - Licence 600621)

Jetty
(relevant interest - Licence 600621)
Business Purposes
(relevant interest - Licence 602231)
Jetty
(relevant interest - Licence 524910)
Pontoon
(relevant interest - Licence 524910)
Ramp
(relevant interest - Licence 524910)
Boatshed
(relevant interest - Licence 578106)
Jetty
(relevant interest - Licence 578106)
Piles
(relevant interest - Licence 578106)
Pontoon
(relevant interest - Licence 578106)
Ramp
(relevant interest - Licence 578106)
Steps
(relevant interest - Licence 578106)
Jetty
(relevant interest - Licence 602948)
Ramp
(relevant interest - Licence 602948)
Reclamation
(relevant interest - Licence 602948)
Seawall
(relevant interest - Licence 602948)
Slipway
(relevant interest - Licence 602948)
Jetty
(relevant interest - Licence 582502)
Ramp
(relevant interest - Licence 582502)
Berthing Area
(relevant interest - Licence 584410)
Jetty
(relevant interest - Licence 584410)
Piles
(relevant interest - Licence 584410)
Ramp
(relevant interest - Licence 584410)
Reclamation
(relevant interest - Licence 584410)
Seawall
(relevant interest - Licence 584410)
Slipway
(relevant interest - Licence 584410)
Jetty
(relevant interest - Licence 533190)
Pontoon
(relevant interest - Licence 533190)
Ramp
(relevant interest - Licence 533190)
Reclamation
(relevant interest - Licence 533190)
Jetty
(relevant interest - Licence 592044)
Jetty
(relevant interest - Licence 590820)
Jetty
(relevant interest - Licence 594465)
Reclamation
(relevant interest - Licence 594465)
Seawall
(relevant interest - Licence 594465)
Boatshed
(relevant interest - Licence 592183)
Jetty
(relevant interest - Licence 592183)

Piles
 (relevant interest - Licence 592183)
 Steps
 (relevant interest - Licence 592183)
 Pontoon
 (relevant interest - Licence 592183)
 Ramp
 (relevant interest - Licence 592183)
 Ramp
 (relevant interest - Licence 592183)
 Reclamation
 (relevant interest - Licence 592183)
 Sliprails
 (relevant interest - Licence 592183)
 Berthing Area
 (relevant interest - Licence 586536)
 Boatshed
 (relevant interest - Licence 586536)
 Jetty
 (relevant interest - Licence 586536)
 Piles
 (relevant interest - Licence 586536)
 Pontoon
 (relevant interest - Licence 586536)
 Ramp
 (relevant interest - Licence 586536)
 Reclamation
 (relevant interest - Licence 586536)
 Seawall
 (relevant interest - Licence 586536)
 Jetty
 (relevant interest - Licence 592900)
 Slipway
 (relevant interest - Licence 592900)

Schedule

Column 1

wet area
 (relevant interest - Licence 602963)
 walkway
 (relevant interest - Licence 602963)
 pontoon
 (relevant interest - Licence 602963)
 pipeline
 (relevant interest - Licence 595825)
 jetty
 (relevant interest - Licence 594091)
 ramp
 (relevant interest - Licence 594091)
 steps
 (relevant interest - Licence 593989)
 reclamation
 (relevant interest - Licence 593989)
 swimming pool
 (relevant interest - Licence 593989)
 jetty
 (relevant interest - Licence 593989)
 boatshed
 (relevant interest - Licence 593989)
 ramp
 (relevant interest - Licence 602959)
 jetty
 (relevant interest - Licence 602959)
 ramp
 (relevant interest - Licence 585270)
 pontoon
 (relevant interest - Licence 585270)
 piles
 (relevant interest - Licence 585270)
 concrete ramp
 (relevant interest - Licence 585270)

Column 2

Reserve No. 1011268
 Public Purpose: future public requirements
 Notified: 3 February 2006
 File Reference: 18/03086

sliprails
(relevant interest - Licence 589196)
jetty
(relevant interest - Licence 589196)
slipway
(relevant interest - Licence 589792)
sliprails
(relevant interest - Licence 589792)
piles
(relevant interest - Licence 589792)
landing/platform
(relevant interest - Licence 589792)
jetty
(relevant interest - Licence 589792)
sliprails
(relevant interest - Licence 579495)
reclamation
(relevant interest - Licence 579495)
jetty
(relevant interest - Licence 579495)
boatshed
(relevant interest - Licence 579495)
ramp
(relevant interest - Licence 593870)
ramp
(relevant interest - Licence 593870)
pontoon
(relevant interest - Licence 593870)
jetty
(relevant interest - Licence 593870)
seawall
(relevant interest - Licence 593172)
reclamation
(relevant interest - Licence 593172)
jetty
(relevant interest - Licence 593172)
Artificial reef
(relevant interest - Licence 602523)
Grazing
(relevant interest - Licence 395310)
Access
(relevant interest - Licence 395310)
Pump site
(relevant interest - Licence 595672)
Pipeline
(relevant interest - Licence 595672)
Mooring Poles
(relevant interest - Licence 600621)
Jetty
(relevant interest - Licence 600621)
Business Purposes
(relevant interest - Licence 602231)
Jetty
(relevant interest - Licence 524910)
Pontoon
(relevant interest - Licence 524910)
Ramp
(relevant interest - Licence 524910)
Boatshed
(relevant interest - Licence 578106)
Jetty
(relevant interest - Licence 578106)
Piles
(relevant interest - Licence 578106)
Pontoon
(relevant interest - Licence 578106)
Ramp
(relevant interest - Licence 578106)
Steps
(relevant interest - Licence 578106)
Jetty
(relevant interest - Licence 602948)

Ramp
(relevant interest - Licence 602948)
Reclamation
(relevant interest - Licence 602948)
Seawall
(relevant interest - Licence 602948)
Slipway
(relevant interest - Licence 602948)
Jetty
(relevant interest - Licence 582502)
Ramp
(relevant interest - Licence 582502)
Berthing Area
(relevant interest - Licence 584410)
Jetty
(relevant interest - Licence 584410)
Piles
(relevant interest - Licence 584410)
Ramp
(relevant interest - Licence 584410)
Reclamation
(relevant interest - Licence 584410)
Seawall
(relevant interest - Licence 584410)
Slipway
(relevant interest - Licence 584410)
Jetty
(relevant interest - Licence 533190)
Pontoon
(relevant interest - Licence 533190)
Ramp
(relevant interest - Licence 533190)
Reclamation
(relevant interest - Licence 533190)
Jetty
(relevant interest - Licence 592044)
Jetty
(relevant interest - Licence 590820)
Jetty
(relevant interest - Licence 594465)
Reclamation
(relevant interest - Licence 594465)
Seawall
(relevant interest - Licence 594465)
Boatshed
(relevant interest - Licence 592183)
Jetty
(relevant interest - Licence 592183)
Piles
(relevant interest - Licence 592183)
Steps
(relevant interest - Licence 592183)
Pontoon
(relevant interest - Licence 592183)
Ramp
(relevant interest - Licence 592183)
Ramp
(relevant interest - Licence 592183)
Reclamation
(relevant interest - Licence 592183)
Sliprails
(relevant interest - Licence 592183)
Berthing Area
(relevant interest - Licence 586536)
Boatshed
(relevant interest - Licence 586536)
Jetty
(relevant interest - Licence 586536)
Piles
(relevant interest - Licence 586536)
Pontoon
(relevant interest - Licence 586536)

Ramp
(relevant interest - Licence 586536)
Reclamation
(relevant interest - Licence 586536)
Seawall
(relevant interest - Licence 586536)
Jetty
(relevant interest - Licence 592900)
Slipway
(relevant interest - Licence 592900)

(n2019-691)

Other Government Notices

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **YUMARO INC (Y1344145)** became registered under the *Corporations Act 2001* as **YUMARO LIMITED** (ACN 630 742 773), a company limited by guarantee, on 24 December 2018, and accordingly its registration under the *Associations Incorporation Act 2009* is cancelled as of that date.

Emma Day
 Delegate of the Commissioner,
 NSW Fair Trading
 11 March 2019

(n2019-692)

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of incorporation pursuant to section 74

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to section 74 of the *Associations Incorporation Act 2009*.

ALBURY CHRISTIAN EDUCATION ASSOCIATION INCORPORATED	INC1400487
BULLARAN TENNIS CLUB INC	Y1595504
CTK PACIFIC PERFORMERS NSW INC	INC1501105
HIGHLANDS CHRISTIAN FELLOWSHIP INCORPORATED	INC9890109
KANGAROO CREEK LANDCARE GROUP INC	Y1556125
KILDARE FOUNDATION INCORPORATED	INC9884953
QUOTA INTERNATIONAL OF BATEMANS BAY INCORPORATED	Y0242848
TREK QUEST INCORPORATED	INC9889060
THE YOUNG WOMENS CHRISTIAN ASSOCIATION OF BROKEN HILL INC	Y0334547
THE YOUTH TRAINING STATION INCORPORATED	INC1401183
VOLUNTEERS ASSOCIATION OF NSW INCORPORATED	INC1601311

Cancellation is effective as at the date of gazettal.

Dated this 13 March 2019.

Diane Duggan
 Delegate of the Commissioner
 NSW Fair Trading

(n2019-693)

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration pursuant to Section 76

TAKE NOTICE that the registration of the following associations is cancelled by this notice pursuant to section 76 of the *Associations Incorporation Act 2009*.

AUSTRALIAN SENIOR ACTIVE DOCTORS ASSOCIATION INCORPORATED	INC9897303
BRIDLE TRACK ACTION GROUP INCORPORATED	INC9897422
CHRISTIAN DANCE FELLOWSHIP OF AUSTRALIA INC	Y0684316
NORTHMEADOLY SQUASH CLUB INCORPORATED	INC9881961
PARENTS AND CITIZENS COMMUNITY LANGUAGE SCHOOLS ASSOCIATION INCORPORATED	INC9897748
SAPPHIRE COAST RECREATION CLUB INCORPORATED	INC9894495
TERRA AUSTRALIS DIGITAL IMAGE GROUP INCORPORATED	INC9887883

WAGGA WAGGA JAZZ INCORPORATED	Y2499001
WEST LIONS JUNIOR RUGBY LEAGUE FOOTBALL CLUB INC	INC9882292
YUVA GUJARAT INCORPORATED	INC9897183
ZABAIKAL COSSACK SOCIETY OF AUSTRALIA INCORPORATED	INC1200332

Cancellation is effective as at the date of gazettal.

Dated this 13th day of March 2019.

Diane Duggan
 Delegate of the Commissioner
 NSW Fair Trading

(n2019-694)

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

Pursuant to section 32 of the *District Court Act 1973*, I direct that the District Court shall sit in its civil jurisdiction at the place and time shown as follows:

Bathurst	10.00am	1 April 2019 (1 week)
Sittings Cancelled		

Dated this 13th day of March 2019.

Justice D Price AM
 Chief Judge

(n2019-695)

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

Pursuant to section 173 of the *District Court Act 1973*, I direct that the District Court shall sit in its criminal jurisdiction at the place and time shown as follows:

Coffs Harbour	10am	20 May 2019 (3 weeks)
Sittings Cancelled		

Dated this 13th day of March 2019

Justice D Price AM
 Chief Judge

(n2019-696)

HEALTH ADMINISTRATION ACT 1982

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Acquisition of Land by Compulsory Process for the Purposes of the
 Health Administration Act 1982

ERRATUM

In the notice published in NSW Government Gazette No 102 of 5 October 2018, n2018-3451, the words “Lot A in Deposited Plan 204806, being the whole of the land in Certificate of Title A/304806” are replaced with “Lot A in Deposited Plan 304806, being the whole of the land in Certificate of Title A/304806”. This notice corrects that error.

The gazettal date remains 5 October 2018.

SIGNED at Sydney this 6th day of March 2019

Cathryn Cox PSM
A/Chief Executive
Health Infrastructure
a duly authorised delegate of the
Health Administration Corporation

(n2019-697)

**MOTOR DEALERS AND REPAIRERS
(DECLARATION OF APPROVED TRADE SHOW) ORDER 2019**

under the

Motor Dealers and Repairers Regulation 2014

I, Matthew Kean, Minister for Innovation and Better Regulation, in pursuance of clause 5A of the *Motor Dealers and Repairers Regulation 2014*, make the following Order.

Dated, this 27th day of February 2019

Matthew Kean
Minister for Innovation and Better Regulation

Explanatory note

Under clause 5A of the *Motor Dealers and Repairers Regulation 2014*, the Minister for Innovation and Better Regulation may, by order published in the Gazette, declare that a specified event, held at a place where a number of motor dealers, motor vehicle manufacturers or other industry participants display motor vehicles, is an approved trade show.

The object of this Order is to declare the Wagga Wagga Leisurefest Roadshow 2019 (the Wagga Wagga Show) to be held at the Wagga Wagga Showground and Exhibition Complex, Wagga Wagga to be an approved trade show for the period of 12 April 2019 to 14 April 2019 (inclusive). The effect of the Order is to exempt motor dealers whose ordinary place of business is outside NSW from the need to hold a NSW motor dealer's licence in order to offer or display a motor vehicle for sale at the Wagga Wagga Show. To receive the benefit of the exemption, eligible persons will need to satisfy the conditions of this Order and the Regulation.

The exemption will have effect only for the duration of the Wagga Wagga Show and applies to participation in the Wagga Wagga Show only to the extent that it involves advising persons with respect to the quality, performance and characteristics of motor vehicles and making offers to, or receiving offers from, persons to enter into agreements for the sale of motor vehicles (other than second-hand motor vehicles).

1 Name of Order

This Order is the *Motor Dealers and Repairers (Declaration of Approved Trade Show) Order 2019*.

2 Commencement

This Order commences on the day on which it is published in the NSW Government Gazette.

3 Definitions

In this Order:

Eligible person has the same meaning given to it in the *Regulation*.

Wagga Wagga Show means the Wagga Wagga Leisurefest Roadshow 2019 held at the Wagga Wagga Showground and Exhibition Complex, Wagga Wagga.

Second-hand motor vehicles has the same meaning given to it in the *Regulation*.

The Act means the *Motor Dealers and Repairers Act 2013*.

The Regulation means the *Motor Dealers and Repairers Regulation 2014*.

4 Declaration of approved trade show

The Wagga Wagga Show is declared to be an approved trade show for the period beginning at 12:01am on 12 April 2019 and ending at 11:59pm on 14 April 2019.

5 Conditions

An eligible person must comply with the following conditions and the Regulation in order to receive the benefit of the exemption conferred by this Order:

- a) when making offers to, or receiving offers from, persons to enter into agreements for the sale of motor vehicles (other than second-hand motor vehicles) an eligible person must advise those persons in writing:
 - i. that the sale will be effected in the jurisdiction where the eligible person's ordinary place of business is;
 - ii. that the sale will not be subject to the dealer obligations or consumer protections provided under the Act or the Regulation;
 - iii. that the sale will be subject to the relevant dealer obligations, if any, or consumer protections that apply in the jurisdiction where the eligible person's ordinary place of business is;
 - iv. consumer protection under the Australian Consumer Law extends across all state and territory boundaries;
 - v. where the pick-up location would be for the vehicle if a sale is effected; and
 - vi. where the location would be for servicing and repair work for the vehicle if a sale is effected.
- b) display a sign at the stall or other place of business operated by the eligible person at the approved trade show that:
 - i. uses language and a format, and is in a position, that makes the sign easy to read by any person approaching the stall or place, and
 - ii. includes the registered business name, or company name, address and inter-State or Territory licence name or number (if applicable) of the business ordinarily operated by the eligible person.

(n2019-698)

PARENTS AND CITIZENS ASSOCIATIONS INCORPORATION ACT 1976

Section 13 (4)

NOTICE OF INCORPORATION OF PARENTS AND CITIZENS ASSOCIATIONS

The following associations are hereby incorporated under the *Parents and Citizens Associations Incorporation Act 1976*.

1. Randwick Boys High School
2. Buxton Public School
3. Moorefield Girls High School

Michael Waterhouse
General Counsel
Department of Education
7th March 2019

(n2019-699)

RETENTION OF TITLE

His Excellency the Governor has been pleased to approve retention of the title "The Honourable" by The Honourable David Clarke MLC. The Hon David Clarke MLC has served as a member of the Legislative Council from 22 March 2003 with his term of service expiring on 1 March 2019.

(n2019-700)

PROFESSIONAL STANDARDS ACT 1994

Notification pursuant to section 13

Pursuant to section 13 of the *Professional Standards Act 1994*, I authorise the publication of The Bar Association of Queensland Professional Standards Scheme. The scheme will commence on 1 July 2019.

MATT KEAN, MP
Minister for Innovation and Better Regulation

(n2019-701)

THE BAR ASSOCIATION OF QUEENSLAND

Professional Standards Scheme

PREAMBLE

Occupational Association

- A. The Bar Association of Queensland (ACN 009 717 739) (“the Association”) is an occupational association constituted as an Australian Public Company, Limited by Guarantee pursuant to the *Corporations Act 2001* (Cth).
- B. The occupational group for the purposes of the Scheme represented by the Association consists of barristers practising in or from Queensland who hold a Queensland practising certificate.
- C. The objectives of the Association are expressed in clause 3 of its Constitution and include:
- (a) to promote the cause of justice;
 - (b) to maintain the high tradition of the Bar;
 - (c) to uphold the honour and promote the interests of the Association and members of the Association
 - (d) to maintain correct and cordial relations with the Bench and the other branches of the profession;
 - (e) to arrange and promote continuing professional development;
 - (f) to promote fair and honourable practice amongst barristers; to suppress, discourage and prevent unsatisfactory professional conduct and professional misconduct; to inquire into so far as the law permits and decide questions as to professional conduct and etiquette of barristers; to make rules (including rules for the imposition on members of penalties, including expulsion, suspension or fines), with regard to the foregoing to the extent the law permits and in the absence of other rules and regulations made under the *Legal Profession Act 2007* (Qld) (“the LP Act”) for breach of such rules; and if deemed necessary, to report any of such rules or decisions to the Supreme Court of Queensland and to the Members of the Association and to the public as the Council sees fit;
 - (g) to raise with the appropriate bodies established under the LP Act all such matters as are necessary in respect of the discipline of members;
 - (h) to be represented in any matter before any Court, tribunal, body or person;
 - (i) to exercise such powers as may be conferred upon the Association by the LP Act, any other legislation, Rules of Court, or otherwise;
 - (j) to confer, and when thought fit, to cooperate with bodies in Australia or elsewhere representing the profession of the law or any branch thereof, or with any other bodies in Australia or elsewhere, as to matters directly or indirectly affecting the profession of the law, or which may affect the Association or its members, or may affect the attainment of the objects of Association; and, form and maintain associations with the Australian Bar Association and the Law Council of Australia, or any other body in Australia or elsewhere whether or not connected with the profession of the law;
 - (k) to make suggestions upon legislation, Rules of Court, the business and procedure of Courts, and the accommodation and condition of Court buildings;
 - (l) to inquire into and report upon applications for admission as a legal practitioner and to take such action thereon as may be deemed proper;

- (m) to promote, conduct or cooperate in the promotion or conduct of activities of a professional, educational, cultural, sporting and social nature amongst Members of the Association.

Nature of the Scheme

- D. The Bar Association of Queensland Professional Standards Scheme (“the Scheme”) is a scheme under the *Professional Standards Act 2004* (Qld) (“the PS Act”) that applies to the persons referred to below in clause 2.
- E. The Scheme does not apply to all members of the Association. Article 4.1 of the Bar Association of Queensland Constitution provides for four types of membership: Ordinary Member - Class A, Class B or Class C; Associate Member; Honorary Member; or Life Member. The Constitution provides that a person, who agrees before admission to membership to undertake to abide by the Constitution and Rules of the Association, may be admitted as an Ordinary Member:
 - (a) in Class A for any local practising barrister;
 - (b) in Class B for any person who holds a practising certificate issued by the Association who is not a local practising barrister; or
 - (c) in Class C, being an interstate practising barrister.Article 4.8 of the Constitution provides that Life Members are members or former members of the Association appointed for exceptional service to justice, the law or the Association upon nomination by the President, seconded by the Vice-President and approved by no less than three-quarters majority of a general meeting. A Life Member may also belong to another class of membership.

The Scheme will only apply to Class A Ordinary members and Life Members.
- F. The approximate number of members of the Association to whom the Scheme might apply at its commencement is 955.
- G. The Scheme is intended to operate under the PS Act, which has the purpose of improving the occupational standards of professional persons, and to protect the consumers of their services.
- H. The Scheme limits the occupational liability of a person to whom it applies.
- I. The occupational liability limited by the Scheme is that provided for by the PS Act, which at present in Queensland is all civil liability for damages (in tort, contract, or otherwise) in relation to a cause of action founded on an act or omission of a person to whom the Scheme applies acting in the performance of the person’s occupation, being barristers’ work as defined in the Barristers’ Conduct Rules issued by the Association pursuant to s 220 of the LP Act, that happens when the Scheme is in force.
- J. The Scheme does not apply to any liability to which the PS Act does not apply from time to time, which at present is any liability for damages arising from death or personal injury to a person, any negligence or other fault of a lawyer in acting for a client in a personal injury claim, a breach of trust, fraud or dishonesty or liability that may be the subject of proceedings under the *Land Title Act 1994* (Qld), part 9, division 2, subdivision C.
- K. The Scheme does not affect any claim for damages below the monetary ceiling specified in the Scheme for each member.

- L. The Scheme limits liability for damages above the monetary ceiling specified for a person to whom it applies provided that the person has insurance as required by s 22 of the PS Act.

Risk Management

- M. The Association has adopted strategies which cover requirements for professional entry to practice at the Bar in Queensland, and continuing professional development in the areas of ethics and regulation of the profession management, substantive law, court practice and procedure, and evidence, and advocacy, mediation and other barristers' skills, including making rules about legal practice in this jurisdiction engaged in by an Australian legal practitioner as a barrister. The Association has provided the Professional Standards Councils with a detailed list of the risk management strategies intended to be implemented in respect of its members and the means by which those strategies are intended to be implemented.
- N. The Association will report annually on the implementation and monitoring of its risk management strategies, the effect of those strategies and any changes made or proposed to be made to them.

Complaints and discipline

- O. Association members are subject to a complaints and discipline system. The system operates pursuant to the requirements of the LP Act.
- P. The Association is actively engaged in that system, and has the functions of investigation and of making a recommendation as to whether a discipline application should be started when a complaint is referred to the Association by the Legal Services Commissioner.

Standards of Insurance

- Q. Members of the Association are required by the LP Act and regulations made under it, as a condition precedent to the issue of a required annual practising certificate, to have professional indemnity insurance:
 - (a) for at least \$1.5m inclusive of defence costs; and
 - (b) provided by an insurer approved by the Association.
- R. The Association annually approves insurers for that purpose to provide annual insurance cover on the terms of particular standard form policies.
- S. The standard form policies cover occupational liability in all Australian States and Territories.

Claims Monitoring

- T. As a condition of approval of an insurer each year, the Association requires that the insurer provide claims data to the Association, so that the Association can continue to monitor claims made against its members from time to time.
- U. The Association will establish or maintain relationships with approved insurers from time to time.

- V. The Association will report annually to the Professional Standards Councils on claims monitoring, tactics, performance measures and monitoring systems.

Scheme Administration

- W. Responsibility for administration of the Scheme and ensuring that it complies with the requirements of the PS Act and of the Professional Standards Councils rests with the Association.

Duration

- X. The Scheme will remain in force for a period of 5 years from its commencement unless it is revoked, extended or ceases in accordance with section 33 of the PS Act.

Operation as an interstate scheme

- Y. The Scheme is intended to operate in every Australian State and Territory in accordance with the corresponding law to the PS Act of that jurisdiction and subject to the requirements of the corresponding law, so that references to a provision of the PS Act, the application of the Scheme to a liability, the limit of a liability under the PS Act or what constitutes occupational liability are intended to pick up the relevant provisions of the corresponding law, applied mutatis mutandis, to the extent that is necessary for the application of the Scheme in that jurisdiction as an interstate scheme.

THE BAR ASSOCIATION OF QUEENSLAND PROFESSIONAL STANDARDS SCHEME

1. Occupational association

- 1.1 The Bar Association of Queensland Professional Standards Scheme (“the Scheme”) is a scheme under the PS Act.
- 1.2 The Scheme was prepared by the Association, whose business address is: Ground Floor, Inns of Court, 107 North Quay, Brisbane, Queensland. 4000.
- 1.3 A reference in this Scheme to the PS Act or its provisions includes, where the Scheme operates in a jurisdiction other than Queensland, a reference to the corresponding legislation in that jurisdiction and, where applicable, its equivalent provisions.

2. Persons to Whom the Scheme Applies

- 2.1 The Scheme applies to any barrister who holds a Queensland practising certificate issued under the LP Act, is a Class A Ordinary member or a Life member of the Association and is insured under an approved professional indemnity insurance policy which complies with the requirements under the LP Act and regulations made under it (or any Act replacing those requirements) and clause 3.1 below.
- 2.2 This Scheme also applies to any person to whom it applies by the operation of ss 20, 21 or 21A of the PS Act.
- 2.3 The Scheme limits the occupational liability, in relation to a cause of action founded on an act or omission that happens when the Scheme is in force, of any person to whom the Scheme applies when the act or omission happens.

2.4 The Association may, upon application by a person to whom the Scheme applies, exempt that person from participation in the Scheme with effect from a date specified by the Bar on or after the date on which the exemption is granted.

2.5 The Association may, upon application by a person exempted from the Scheme under clause 2.4, revoke such exemption with effect from a date specified by the Bar.

3. Limitation of Liability

3.1 If a person to whom this Scheme applies and against whom a cause of action relating to occupational liability is brought is able to satisfy the Court that:

- (a) the person has the benefit of an insurance policy insuring the person against the occupational liability; and
- (b) the amount payable under the insurance policy in relation to the occupational liability is at least the amount of the monetary ceiling specified in clause 3.8 in relation to the class of person and the kind of work to which the cause of action relates;

the person is not liable in damages in relation to that cause of action above the amount of that monetary ceiling. For the purposes of s 27 of the PS Act, the Scheme only affects a liability for damages arising from a single cause of action to the extent that the liability results in damages exceeding \$1,500,000.

3.2 For the operation of this Scheme in Queensland or in a jurisdiction other than Queensland pursuant to the PS Act, “occupational liability” in this Scheme means any civil liability arising whether in tort, contract or otherwise, directly or vicariously from anything done or omitted by a member of the Association acting in the performance of the member’s occupation, being barristers’ work as defined in the Barristers’ Conduct Rules issued by the Association pursuant to s 220 of the LP Act, and any other liability included in the meaning of “occupational liability” under the PS Act from time to time.

3.3 For the operation of this Scheme in a jurisdiction other than Queensland under a corresponding law of that jurisdiction, “occupational liability” means any liability included in the meaning of “occupational liability” in the corresponding law which is in force in that jurisdiction from time to time.

3.4 The occupational liability for which a person is not liable above the amount of the monetary ceiling is an occupational liability in relation to a cause of action founded on an act or omission that happens when the Scheme is in force in a jurisdiction to which the Scheme applies.

3.5 Notwithstanding clause 3.1, for the operation of this Scheme in Queensland or in a jurisdiction other than Queensland pursuant to the PS Act the occupational liability to which this Scheme applies does not include liability to which the PS Act states, from time to time, that it does not apply.

3.6 Notwithstanding clause 3.1, for the operation of this Scheme in a jurisdiction other than Queensland under a corresponding law of that jurisdiction the occupational liability to which this Scheme applies does not include liability to which the corresponding law states, from time to time, that it does not apply.

3.7 The Scheme is intended to apply in respect of occupational liability of a person to whom the Scheme applies arising in the jurisdictions of Queensland, New South

Wales, Victoria, South Australia, Western Australia, the Australian Capital Territory, the Northern Territory and Tasmania.

- 3.8 The monetary ceiling is \$1,500,000.
- 3.9 The monetary ceiling is in Australian currency.
- 3.10 Notwithstanding anything to the contrary contained in the Scheme, if in particular circumstances giving rise to occupational liability, the liability of any person who is subject to the Scheme should be capped both by this Scheme and also by any other scheme under Professional Standards Legislation (whether of this jurisdiction or under the law of any other Australian state or territory) and, if the amount of such caps should differ, then the cap on the liability of such person arising from such circumstances which is higher shall be the applicable cap.

4. Conferral of discretionary authority

- 4.1 The Scheme confers on the Association a discretionary authority, on application by a person to whom the Scheme applies, to specify a higher maximum amount of liability than would otherwise apply under the Scheme in relation to the person, either in all cases or in any specified case or class of case, being a specified monetary ceiling not exceeding \$50 million.

5. Duration

- 5.1 In Queensland the Scheme will commence:
- (a) on 1 July 2019, if the Minister gives notice of the approval of the Scheme prior to that date; or
 - (b) two months after the day the notice is notified, in any other case.
- 5.2 In New South Wales, the Northern Territory, Tasmania and Western Australia, the Scheme will commence:
- (a) on 1 July 2019, if the Scheme is published in the Government Gazette of the jurisdiction prior to that date; or
 - (b) on the day immediately following the date of the Scheme's publication in the Government Gazette of the jurisdiction, in any other case.
- 5.3 In the Australian Capital Territory and in South Australia, the Scheme will commence:
- (a) on the date provided for in the Minister's notice in relation to the Scheme, if a date is provided; or
 - (b) on the first day two months after the day on which notice was given, in any other case.
- 5.4 In Victoria, this Scheme will commence:
- (a) on 1 July 2019, if the Scheme is published in the Government Gazette at least two months prior; or

- (b) on the first day two months after the Scheme is published in the Government Gazette, in any other case.
- 5.5 The Scheme will remain in force in Queensland for a period of 5 years from its commencement unless it is revoked, extended or ceases in accordance with s 33 of the PS Act.
- 5.6 Subject to s 33 of the PS Act, the Scheme will remain in force in each other jurisdiction for a period of five years from its commencement unless it is extended, terminated or otherwise ceases in accordance with the corresponding law of the relevant jurisdiction.

(n2019-702)



Local Court of New South Wales

Practice Note Civ 1

Issued Pursuant to section 15 of the *Civil Procedure Act 2005 (CPA)* and pursuant to section 27 *Local Court Act 2007*.

Commenced: 23 March 2011 Reissued: 7 January 2013

Amended: 4 March 2013, 26 June 2017, 17 July 2017 and 15 March 2019

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CASE MANAGEMENT OF CIVIL PROCEEDINGS IN THE LOCAL COURT

1. Commencement

1.1. This practice note, as amended, commences on 15 March 2019.

2. Application

2.1. This practice note applies to civil proceedings in the Local Court.

3. Introduction

3.1. The purpose of this practice note is to update Practice Note Civ 1 dealing with matters relevant to the management of civil proceedings.

3.2. The following abbreviations are used in this practice note:

- CPA means the Civil Procedure Act 2005;
- ADR means alternative dispute resolution (including mediation under Part 4 of the CPA and arbitration under Part 5 of the CPA)
- LCR means the Local Court Rules 2009
- UPCR means the Uniform Civil Procedure Rules 2005
- OCR means Online Court Record
- OLC means Online Court
- ORW means Online Registry Website

3.3. This practice note describes the practice of the Local Court in managing civil proceedings so as to achieve the just, quick and cheap resolution of the real issues in the proceedings: s 56(1) CPA.

3.4. The court's time standards aim to finalise 90% of civil proceedings within 6 months of commencement and 100% within 12 months. Parties must plan to meet these time standards.

3.5. The court by this practice note seeks to give effect to the overriding purpose of the CPA and to the finalisation of all civil proceedings within the court's time standards.

3.6. A party to civil proceedings is under a duty to assist the court to further the overriding purpose and, to that effect, to participate in the processes of the court and to comply with the directions of the court: s 56(3) CPA.

3.7. This practice note is structured as follows:

- Part A – General Division
- Part B – General Division case management
- Part C – Small Claims Division case management
- Part D – Subpoenas and applications for disclosure of documents
- Part E – Expert evidence
- Part F – Costs
- Part G – Maximum Costs orders in General Division (*Note this section only relates to proceedings commenced before 28 February 2019*)
- Part H – Pre-judgment interest
- Part I – Online Court Protocol.

PART A – General Provisions

4. Directions

- 4.1. The Court may give such directions as it thinks fit for the speedy determination of the real issues between the parties to the proceedings.

5. General adjournments

- 5.1. No proceedings are ever stood over generally: see s66(1) CPA.

6. Representation

- 6.1. Where a party is legally represented, the legal representative (or their agent) must appear on behalf of the party at a Pre-Trial Review, Call-over or Directions hearing and Review.
- 6.2. The legal representative must have sufficient instructions to make and consider offers of settlement and to enable the Court to make all appropriate orders and directions.
- 6.3. If proceedings are adjourned due to legal representative being insufficiently instructed a costs order may be made against the party.

7. Dismissal

- 7.1. If within 9 months after a statement of claim is filed:
- A defence or cross claim is not filed, or
 - A default judgment is not entered, or
 - The proceedings are not otherwise disposed of,
- The proceedings will on the Court's own motion and order be dismissed: UCPR 12.9(2).
- 7.2. The Court will not dismiss proceedings under UCPR 12.9 if there are any notices of motion or other applications in the proceedings that have yet to be determined: UCPR 12.9(4).

8. Alternative Dispute Resolution

- 8.1. The court may at any stage refer proceedings to ADR including on the first date the proceedings are listed before the court.
- 8.2. The court may refer proceedings to mediation with or without the consent of the parties
- 8.3. The court will only refer proceedings to arbitration where there are no complex issues of fact or law and the hearing is estimated to take 3 hours or less
- 8.4. The court will not refer proceedings in the Small Claims Division or proceedings involving allegations of fraud to arbitration unless special circumstances exist or the parties consent: UCPR 20.8.

9. Transfer between Small Claims Division and General Division

- 9.1. The court may transfer proceedings from small claims division to General Division where it considers that the proceedings should be consolidated with other proceedings already commenced in the General Division.

10. Change of Venue

- 10.1. An application to change the venue under UCPR Part 8 must be made when the defence is filed, or at such other time as the court allows.

- 10.2 The court will not change the venue to another venue that is less than 100 kilometres from the originating venue unless satisfied that there are exceptional circumstances.
- 10.3 The notice of motion must specify the venue to which the applicant seeks the proceedings to be changed. It must be supported by an affidavit that:
- Addresses the matters contained in UCPR r 8.2
 - Sets out the reasons why the party is seeking to change the venue
 - If relevant, includes material in support of any assertion of exceptional circumstances.
- 10.4 The registrar will list the proceedings for either a call-over or a pre-trial review within six weeks and will send a copy of the defence, the notice of motion and the affidavit to all other active parties.
- 10.5 If another party objects to the change of venue then the party may, within 14 days of receiving the notice of listing, file and serve an affidavit outlining the reasons why the party says the venue should not be changed.
- 10.6 Unless the court otherwise orders, a notice of motion for change of venue will be determined:
- After 14 days from the date that the notice of listing was sent
 - In the absence of the parties.
- 10.7 Where the court decides to change the venue, the registrar at the originating venue will:
- Vacate any listings at the originating venue
 - Re-list the proceedings at the new venue
 - Advise the parties of the new listing arrangements.
- 10.8 Where the court decides that the venue not be changed the registrar will:
- Advise the parties
 - Confirm the listing at the originating venue.
- 10.9 Unless the court otherwise orders, the maximum costs order that the court will allow on the notice of motion is \$150 in relation to proceedings in the Small Claims Division and \$300 in relation to proceedings in the General Division.

PART B – General Division Case Management

11. General Principle

- 11.1. The court will case manage the proceedings having regard to the objects specified in s57(1) CPA.

12. Standard Directions

- 12.1. The proceedings will be listed for a first call-over within six weeks of the date on which the first defence is filed.
- 12.2. The court will advise the parties of the date of the first call-over and send them a copy of the standard directions (see Annexure A of the Practice Note).
- 12.3. Unless the court otherwise order, the parties must comply with the standard directions.

13. First call-over

- 13.1. The court will give directions designed to assist in the speedy determination of the real issues between the parties to the proceedings. These may include:

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- Making orders under CPA Part 6
- Allocating a date for return of subpoenas
- Referring the proceedings to mediation or arbitration
- Directing the parties to complete a civil listing advice (see Annexure B of the practice note) that must be filed in court on the next listing date.

13.2. The court may set a trial date and a review date.

13.3. If the court does not set a trial date and a review date then it will list the proceedings for a second call-over.

14. Second call-over/Directions hearing

14.1. The second call-over will be held within 28 days of the first call-over.

14.2. At the second call-over, the court will:

- Fix a trial date and a review date.
- Give such directions as are necessary to assist in the speedy determination of the real issues between the parties to the proceedings.

14.3. If the parties are not ready to take a trial date then the proceedings will be set down for a directions hearing before a magistrate.

14.4. Unless the court orders otherwise, the directions hearing will take place within 14 days of the second call-over.

15. Review

15.1. Unless the court otherwise orders, the review will be listed approximately four weeks before the trial date.

15.2. Where the parties are legally represented, the legal representative for each party must file in court and serve a completed and signed civil listing advice (Annexure B)

15.3. The court will:

- Inquire whether the court's directions have been complied with
- Inquire whether the proceedings are ready for trial
- Satisfy itself as to the accuracy/appropriateness of the time estimates given by the parties in the civil listings
- Inquire as to the availability of witnesses and the requirement for them to attend for cross-examination.

15.4. If the court's earlier directions have not been complied with then the court may make such orders as it considers appropriate including:

- Dismissing the proceedings or a cross claim
- Striking out a defence
- Making a costs order.

15.5. If a party has not served evidence in accordance with the standard directions or other order of the court, then the court may allow further time to serve the evidence on condition that if the evidence is not served within that further time, the party will not be able to rely on the evidence in chief at the hearing without leave of the court.

15.6. The court may impose limits on the time to be taken at the trial for:

- Opening addresses
- Presentation of a party's case including cross-examination

- Closing addresses.

15.7. A party may not exceed these time limits unless special circumstances exist and the court gives leave to do so.

16. Notices of Motion

- 16.1. Interlocutory disputes between the parties should be resolved by filing and serving a notice of motion in accordance with rule 18.2 UCPR. Parties must file any notices of motion as soon as practicable. The parties should not wait until the next occasion when the case is before the court to consider seeking orders or filing a motion.
- 16.2. A notice of motion will be listed in the general motions list on the first available date, the parties must be ready to deal with the notice of motion on that date.
- 16.3. Parties will not be permitted to cross-examine witnesses at an interlocutory hearing unless they can demonstrate that there are cogent and compelling reasons for doing so having regard to the principles set out in CPA Part 6, Division 1.

17. Trial

- 17.1. Despite UCPR 31.1(2), the evidence in chief of any witness shall be given by affidavit or written statement.
- 17.2. In accordance UCPR 31.4, unless the interests of justice otherwise dictate, each party will be required to serve on each other active party, an affidavit or a written statement of the evidence of the witness that is intended to be adduced in chief.

18. Vacating the Trial

- 18.1. A party who wishes to vacate a trial date must file a notice of motion **not less than 21 days** prior to the trial date.
- 18.2. A party may apply to vacate a trial date **within 21 days** of the trial date if unforeseen circumstances arise (e.g. a witness becomes ill). The notice of motion:
- Must be filed as soon as practicable and not later than the next working day after the party becomes aware of the unforeseen circumstances
 - May be filed without waiting to obtain the consent of the other party

19. Appearance by telephone or audio-visual link (AVL) at the trial

- 19.1. Any application for a party or a witness to be given leave to appear by AVL or telephone at the trial should, wherever practicable, be made at the time the proceedings are listed for trial.
- 19.2. An application may be made at a later date in the event of unforeseen circumstances, in which case it is to be:
- Made no later than 28 days prior to the trial date,
 - In the form set out at Annexure C, and
 - Determined by a magistrate in chambers, unless the magistrate considers there is good reason in the interests of justice for the application to be heard and determined in court.
- 19.3. The magistrate may refuse an application made at a later date if court facilities to enable a party or witness to appear by AVL or telephone are unavailable on the trial date.
- 19.4. If leave is granted for a party or a witness to appear by AVL or telephone then the party who sought leave is responsible for:
- If relevant, booking the remote AVL facility, paying any costs associated with the use of the AVL and arranging for the attendance of the party or the witness at that facility

- If relevant, arranging for the party or the witness to telephone the court at the relevant time during the trial
- Providing the party or the witness with a copy of any affidavits, written statements or documents to which the party or the witness may be referred while giving his or her evidence.

PART C – Small Claims Division Case Management

20. General Principles

- 20.1. The court will case manage the proceedings having regard to the objects specified in s57(1) CPA.
- 20.2. The court will conduct proceedings in the Small Claims Division with as little formality and technicality as the proper consideration of the proceedings permit.

21. Pre-Trial Review

- 21.1. The proceedings will be listed for pre-trial review within six weeks of the date on which the first defence is filed.
- 21.2. The court will advise the parties of the date of the pre-trial review.
- 21.3. The objective of the pre-trial review is to provide an opportunity for the court to assist the parties to settle their dispute.
- 21.4. Parties must attend in person or, if legally represented, the legal representative must attend and have authority to settle the dispute.
- 21.5. The court may refer the parties to mediation.
- 21.6. If the proceedings do not settle at the pre-trial review then the parties must:
- Identify the issues in dispute and disclose, as far as is known, the witness statements and documents upon which they propose to rely at the hearing
 - Complete the pre-trial review sheet (Annexure D of the Practice Note) and file it in court at pre-trial review.
- 21.7. Any interlocutory applications (including to issue a subpoena) and any application to orally examine a witness at the trial must be made at the pre-trial review.
- 21.8. When deciding whether to order a witness to attend the trial to be orally examined, the court will consider:
- The particular circumstances of the case, including the amount involved
 - Whether there is a real issue as to credibility
 - Whether there is a significant conflict in the evidence.
- 21.9. The court will generally make the case management order contained in Annexure E of the Practice Note.
- 21.10. If a party does not file and serve documents or witness statements in accordance with the case management order, the party will not be able to rely on those documents or witness statements at the hearing without leave of the court.

22. Notices of motion

- 22.1. Unless the rules otherwise provide, or leave is granted by the court, interlocutory applications in Small Claims proceedings are to be made orally at the pre-trial review: LCR r 2.10.

23. Vacating a trial date

- 23.1. A party who wishes to vacate a trial date must file a notice of motion **not less than 21 days** prior to the trial date.
- 23.2. A party may apply to vacate a trial date **within 21 days** of the trial date if unforeseen circumstances arise (e.g. a witness becomes ill). A notice of motion:

- Must be filed as soon as practicable and not later than the next working day after the party becomes aware of the unforeseen circumstances
- May be filed without waiting to obtain the consent of the other party.

24. Trial

- 24.1. A 'formal trial', that is, the normal adversarial trial where oral evidence is taken on oath, and witnesses are cross-examined is not available in the Small Claims Division.
- 24.2. Subject to any direction of the court, parties do not have the right to call a witness to give evidence, to cross-examine a witness or to give oral evidence at the hearing.
- 24.3. Proceedings will be heard and determined in open court on the basis of the documentary evidence that has been served and filed in accordance with the case management order. If evidence is not served and filed within the time directed then the party will not be able to rely on the evidence without leave of the court.
- 24.4. Where a direction has been made that a witness is to attend for cross-examination, the party relying on the statement of the witness as evidence in chief is responsible for securing the attendance of the witness for cross-examination. The proceedings will be heard and determined on the oral evidence together with the documentary evidence that has been filed and served in accordance with paragraph 23.2.
- 24.5. Parties may attend, make comments, present arguments and make final submissions on the evidence.
- 24.6. The procedure at the trial of the proceedings will be determined by the magistrate or assessor as he or she thinks fit.

25. Appearance by telephone or audio-visual link (AVL) at the trial

- 25.1. Any application for:
 - A party, or
 - A witness who has been ordered to attend the trial to be orally examined,to be given leave to appear by telephone or AVL at the trial should, wherever practicable, be made orally at the pre-trial review.
- 25.2. An application may be made at a later date in the event of unforeseen circumstances, in which case it is to be:
 - Made no later than 14 days prior to the trial date,
 - In writing, and
 - Determined by a magistrate or assessor in chambers, unless the magistrate or assessor considers there is good reason in the interests of justice for the application to be heard and determined in court.
- 25.3. The magistrate or assessor may refuse an application made at a later date if court facilities to enable a party or witness to appear by telephone or AVL are unavailable on the trial date.
- 25.4. If leave is granted for a party or a witness to appear by telephone or AVL then the party who sought leave is responsible for:
 - If relevant, booking the remote AVL facility, paying any costs associated with the use of the AVL and arranging for the attendance of the party or the witness at that facility,
 - If relevant, arranging for the party or the witness to telephone the court at the relevant time during the trial,
 - Providing the party or the witness with a copy of any affidavits or documents to which the party or the witness may be referred while giving his or her evidence.

PART D – Subpoenas And Applications For Disclosure Of Documents

26 Issuing subpoena

26.1 Parties must issue subpoenas as early as possible so that documents can be produced and inspected, and be available for the proper preparation of the case, including engaging any expert witnesses.

27 Seeking leave to issue a subpoena

27.1 Litigants in person and parties in Small Claims Division proceedings need the leave of the court to issue a subpoena (UCPR 7.3).

27.2 An application for leave to issue a subpoena in the Small Claims Division must be made at the pre-trial review.

27.3 A litigant in person may seek leave to issue a subpoena either orally before the court or by lodging the following documents with the registry:

- A copy of the subpoena
- A letter setting out the reasons why leave is sought to issue the subpoena.

27.4 If a person is seeking leave to issue a subpoena to give evidence, the letter must explain why the subpoenaed person's evidence would be relevant. If a person is seeking leave to issue a subpoena to produce, the letter must explain why the documents would be relevant.

27.5 The registrar will consider the application in the absence of the public (usually within 24 hours of it being lodged) and advise the applicant of his/her decision.

28 Access to Subpoenaed Documents

28.1 The court will make an order about who may access documents that are produced on subpoena.

28.2 The issuing party may propose an access order by completing the "Proposed access order" section of the Subpoena to produce with subpoena notice and declaration (form 26A) or the Subpoena to give evidence and produce with subpoena notice and declaration (form 27A).

28.3 If the issuing party does not propose an access order then the following default access order will apply:

General access to all parties including photocopy access, "or download access" if subpoenaed documents are lodged electronically.

28.4 Wherever possible, a subpoena to produce should seek the production of copies rather than original documents.

28.5 The producing party must return a copy of the subpoena with the documents or things that are produced to the court under the subpoena.

28.6 Where a large volume of material is produced to the court and inspection cannot conveniently be carried out in the registry, the court may order the parties to:

- Arrange a location where the documents can be securely stored and inspected
- Organise and pay for the secure transportation of the documents to and from that location
- Inspect the documents at that location

28.7 The subpoena can be stood over to another return date if:

- Some or all of the documents or things have not been produced by the return date
- The producing party and the parties to the proceedings cannot agree as to the terms of an access order

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- There is a pending application in relation to the subpoena.

28.8 The registrar will set a new return date if:

- The issuing party and producing party cannot agree on the date.
- Neither the issuing party nor the producing party appears on the return date, the subpoena has not been complied with or fully complied with and the issuing party applies for a new date in writing within 7 days of the return date.

The issuing party must notify all other active parties of the new return date.

28.9 When the court no longer requires the subpoenaed material, it will:

- Return original material or material that is a mix of original and copied material to the producing party
- Securely destroy any copied material.

28.10 A party cannot access produced documents until the court has made an order allowing the party to access the documents.

28.11 The court will make access orders each day in relation to:

- Documents and items that have been produced to the registry before the close of the business day before the return date
- Documents and items that are produced in court on the return date where the producing party has no objection to the proposed access order and no other party appears to object to the proposed access order.

28.12 Unless the court otherwise orders, an access order will be made in accordance with:

- The proposed access order
- The default access order if there is no proposed access order.

28.13 The access order includes permission to photocopy the documents.

28.14 Contested subpoena applications will be listed before the registrar.

29 Applications for disclosure of documents

29.1 The Court will not make an order for disclosure of documents (disclosure) [e.g. discovery or where there is an assertion that there has been inadequate compliance with a subpoena or a notice to produce] until the parties have served their evidence, unless there are exceptional circumstances necessitating disclosure.

29.2 No order for disclosure will be made unless it is necessary for the resolution of the real issues in dispute in the proceedings.

29.3 Unless the court otherwise orders, a notice of motion seeking an order for disclosure must be filed and served no later than 14 days after the evidence has been served.

29.4 Any application for an order for disclosure, consensual or otherwise, must be supported by an affidavit setting out:

- The reason why disclosure is necessary for the resolution of the real issues in dispute in the proceedings
- The classes of documents in respect of which disclosure is sought
- The likely cost of such disclosure.

29.5 The court may impose a limit on the amount of recoverable costs in respect of disclosure.

PART E – Expert Evidence

30 Leave to adduce expert evidence

- 30.1 No expert evidence can be adduced without leave of the court.
- 30.2 Before the parties seek leave to adduce expert evidence, they must discuss:
- The areas in which expert evidence is required
 - Whether they can agree on a single expert in relation to each area of expertise or they wish to retain their own expert.
- 30.3 Parties must advise the court of the result of their discussions when they seek leave to adduce expert evidence.

31 General Division – Single Expert

- 31.1 A single expert should be used wherever possible.
- 31.2 If the parties agree on a single expert and the court gives leave to appoint the expert that the parties must engage and brief the single expert.
- 31.3 The single expert must send a copy of his or her report to each party, through their legal representatives.
- 31.4 The parties may ask the single expert to provide a supplementary report taking into account any new or omitted factual material.
- 31.5 Unless the court otherwise orders, a party may put a maximum of 10 written questions to the single expert for the purpose of clarifying matters in the report. The expert must answer the questions within 14 days.
- 31.6 Unless the parties otherwise agree or the court otherwise orders, the single expert's fees are to be paid equally by all the parties.
- 31.7 The single expert's report must be provided to the court prior to the trial commencing.

32 General Division – Joint Experts' Report

- 32.1 Where parties cannot agree on a single expert, the court may give leave for each party to call their own expert witness.
- 32.2 The experts are to prepare a joint report outlining the issues in dispute and not in dispute.
- 32.3 The experts are to prepare a joint report outlining the matters in agreement between them, and the matters in which there is no agreement and the reason why there is no agreement.
- 32.4 The court may make directions about the preparation of the joint report.
- 32.5 The joint report is to be signed by the experts and provided to the court prior to the commencement of the trial.

33 Small Claims Division – Single Expert

- 33.1 If the court gives leave to adduce expert evidence, then the following directions are taken to have been made unless the court otherwise orders:
- (a) Within 14 days of leave being given to adduce expert evidence, the parties must agree on the single expert witness to be retained and obtain that expert's concurrence

- (b) If the parties cannot agree on a single expert witness and obtain that expert's concurrence within 14 days, then the parties must immediately notify the court, which will then appoint a single expert.
 - (c) Within 14 days after the single expert witness has been selected or appointed, the parties must:
 - Agree on how the expert is to be briefed, ensuring that the expert will be briefed with sufficient material to enable him or her to prepare a report.
 - Brief the expert in the agreed manner.
- 33.2 If the parties cannot agree on how the single expert witness is to be briefed, they must immediately notify the court, which will then give directions about how the single expert is to be briefed.
- 33.3 The single expert witness must provide his or her report to the parties within 21 days on which the single expert witness was briefed.
- 33.4 The single expert witness may be requested to provide a supplementary report that takes into account any new or omitted factual material.
- 33.5 Any party may, subject to all just exceptions and s.177 of the Evidence Act 1995:
 - Tender the single expert witness report/s
 - Cross-examine the single expert witness.
- 33.6 A single expert witness's fee for preparation of the report and any supplementary report and for attending court (if required to do so) is to be paid by the parties equally, subject to other agreement or direction and subject to any later order concerning the costs of the proceedings.
- 33.7 A single expert witness may apply to the court for directions.

34 Tendering Expert Reports at the Hearing

- 34.1 Subject to s177 of the Evidence Act 1995, any party may:
- (a) Tender a single expert's report, a copy of any assumptions of fact and questions put to the single expert and the single expert's answers.
 - (b) Cross-examine the single expert on the report.
- 34.2 A party who serves an expert's report does not have to tender it at the hearing.
- 34.3 If a party who is served with an expert's report wishes to preserve the option of tendering the expert's report in their case, the party should consider:
- (a) "Back serving" the report on the party who commissioned the report;
 - (b) Whether it is necessary to take steps to have that expert witness available for cross-examination at the hearing.

PART F – Costs

35 Proportionality of costs

- 35.1 The court will in its procedures seek to ensure that costs to parties remain proportionate.
- 35.2 Immediately before the first day allocated for trial, the lawyer for a party is to provide the party with a written notice of:
- (a) The party's actual costs, both paid and owing up to and including the first day of trial;
 - (b) The estimated future costs of the party up to the completion of the trial, and
 - (c) Any expenses paid or payable to an expert witness or if those expenses are not known, an estimate of the expenses.

(d) An estimate of the costs that may be payable by the party is unsuccessful in the proceedings.

35.3 At the commencement of the trial, the lawyer for a party is to provide the court with a notice confirming compliance with paragraph 35.2.

35.4 In this paragraph "lawyer" does not include counsel instructed by another lawyer.

36 Costs at the end of the trial

36.1 The legal representatives must be prepared to deal with a costs argument at the end of a trial including any application for an award of costs on an indemnity basis.

36.2 The court may fix the amount of costs or order that the quantum of costs be as agreed or assessed.

36.3 To assist the court to fix the costs, the legal representatives should have available:

- (a) A summary of the fair and reasonable costs that will be sought if their client is successful.
- (b) Evidence of time spent (eg copies of time ledger print outs, file notes and memoranda).
- (c) A copy of the written notice as required by paragraph 35.2.

36.4 The court will not engage in an assessment (i.e. allowing or disallowing individual items on a bill of costs) when fixing an amount of costs. Instead, it will consider whether the time spent on the case was reasonable in all the circumstances.

36.5 If parties agree on the quantum of costs after the hearing, they can file consent orders without the need for a further attendance at court.

36.6 LCR Part 2 limits the costs that can be awarded at the end of a trial in the Small Claims Division.

37 Guideline Amounts

37.1 Schedule 1 of the Legal Profession Uniform Law Application Regulation 2015 sets the costs that can be awarded for the recovery of certain debts and the enforcement of certain judgments.

37.2 The Local Court and the Law Society of NSW have previously developed guidelines for calculating the amount of costs that can be awarded in relatively short and straightforward matters.

37.3 The amount of costs that will be awarded in relatively short and straightforward matters will be calculated as follows:

- (a) Preparation of documents where Schedule 1 of the Legal Profession Uniform Law Application Regulation 2015 does not apply (e.g. defences, subpoenas) – drawing, typing checking, filing and service - \$32.40 (per 6 minutes)
- (b) Perusals, letters, telephone calls etc - \$32.40 (per 6 minutes)
- (c) Conferences (client and witnesses) - \$32.40 (per 6 minutes)
- (d) Attending interlocutory hearings, preparation for trial (including preparing affidavits), attending court (including traveling and waiting time) - \$32.40 (per ¼ hour or part thereof)
- (e) Disbursements – as reasonably incurred
- (f) Counsel's fees – as reasonably incurred

37.4 Where a clerk or paralegal carries out the attendances, costs for that person should be allowed at 40% of the amount for a legal practitioner.

37.5 Costs will be increased to reflect future increases in the Consumer Price Index.

- 37.6 This practice note does not affect the court's power award costs on a different basis from the guideline amounts or to make orders for costs on the indemnity basis in appropriate cases.

PART G – Maximum Costs Orders in the General Division

38 Claims of \$20,000 or less.

- 38.1 This section applies to all proceedings commenced prior to the 28 February 2019, where the amount of the claim is \$20,000 or less and includes proceedings that are transferred from the Small Claims Division to the General Division.
- 38.2 Unless the court otherwise orders, the following orders are taken to have been made when the defence is filed in the proceedings:
- (a) If the plaintiff is successful and the claim is for an amount between \$10,000 and \$20,000, then the maximum costs that can be awarded to the plaintiff is 25% of the amount awarded by the court plus any amount that might be allowed in relation to costs incurred up to the filing of the first defence in the proceedings.
 - (b) If the defendant is successful and the claim is for an amount between \$10,000 and \$20,000, then the maximum costs that can be awarded to the defendant is 25% of the amount claimed by the plaintiff
 - (c) Where the proceedings were transferred from the Small Claims Division to the General Division, then the maximum costs that can be awarded to the successful party is \$2,500.
- 38.3 A party may file and serve a notice of motion and supporting affidavit seeking to vary the maximum costs order at any time up until two weeks prior to the first review date.
- 38.4 The notice of motion must specify the amount sought as an alternative maximum costs order.
- 38.5 The supporting affidavit must:
- (a) Explain why it is appropriate to vary the maximum costs order in light of the importance of the subject matter of the proceedings and the complexity of the proceedings
 - (b) Include an estimate of the costs of the party on an ordinary basis as at the date of the application
 - (c) Include an estimate of the costs on an ordinary basis that will be incurred between the date of the application and the completion of the trial.
 - (d) Not annex any bills of costs.
- 38.6 Any other party may file and serve an affidavit in response to the notice of motion. That affidavit may specify an alternative maximum costs order.
- 38.7 If any other party files and serves an affidavit then the notice of motion will be listed before the court.
- 38.8 The court may confirm or vary the amount of the maximum costs order or make such other order as is appropriate.
- 38.9 If a cross-claim has been made in the proceedings then the successful party will be entitled to a costs order as if the cross-claim had been commenced in separate proceedings.
- 38.10 The maximum costs order referred to in paragraph 38.2 does not include the costs of any notice of motion, which will be separately determined by the court at the time of the hearing of the notice of motion.

39 All Claims

- 39.1 Paragraph 39.2 applies to all proceedings in the General Division, regardless of the amount claimed, where the plaintiff or cross claimant:
- (a) Has obtained a judgment in an amount that is less than \$10,000 against the defendant or cross defendant (or all defendants or cross defendants, if more than one); and

(b) Would be entitled to an order against the defendant or cross defendant.

39.2 An order for costs will not be made in an amount greater than that which would otherwise have been awarded if the proceedings had been determined in the Small Claims Division, unless the court is satisfied the commencement and/or continuation of the proceedings in the General Division rather than the Small Claims Division was warranted.

PART H – Pre-Judgment Interest

40 Practitioners and litigants should expect that where, pursuant to section 100(1) and (2) of the CPA, interest in respect of a pre-judgment period is to be included in a judgment, the court will have regard to the following rates, being rates agreed upon by the Discount and Interest Rate Harmonisation Committee established following a referral by the Council of Chief Justices:

- (a) In respect of the period from 1 January to 30 June in any year – the rate that is 4% above the cash rate last published by the Reserve Bank of Australia before that period commenced and
- (b) In respect of the period from 1 July to 31 December in any year – the rate that is 4% above the cash rate last published by the Reserve Bank of Australia before that period commenced.

PART I – Online Court Protocol

41 Purpose of this Part

41.1 This Part is to enable the use of Online Court in the Local Court Civil Jurisdiction for proceedings in a list approved by the Chief Magistrate.

41.2 Definitions - In this Part:

- **'court date'** means a date on which the proceeding is listed for case management.
- **'delegate'** means a managing lawyer or employed support staff member who is registered as a delegate by the practitioner on the record via the ORW.
- **'party'** means a party to a proceeding, and includes a practitioner on the record who is representing the party in the proceeding and any delegate of the practitioner
- **'practitioner'** means legal practitioner

41.3 The purpose of Part H is to minimise the cost and inconvenience of in-person court appearances by enabling parties to make online requests without the need to attend court.

42 Conduct in an Online Court

42.1 The OLC is a virtual courtroom, authorised by Schedule 1 to the *Electronic Transaction (ECM Courts) Order 2005*. It may only be used for issues that may be considered and determined by a registrar.

42.2 OLC is not to be used for communications solely between the parties.

42.3 Parties should conduct themselves and use language in the OLC as they would during an in-person court appearance.

42.4 A registrar may, from time to time, give instructions as to:

- (a) the acceptable length of reasons for requests and messages in an OLC; and
- (b) the time and date by which requests and responses to requests must be made.

- 42.5 If a message is submitted to the OLC by a delegate for a practitioner on the record, the practitioner is taken to have affirmed to the Court that he or she has actual knowledge of its contents
- 42.6 Undertakings given in an OLC by parties are as binding as if the undertaking were given in an in-person courtroom appearance.
- 42.7 Parties will be notified by email when a message has been sent in the OLC.

43 Commencement of an Online Court

- 43.1 When a proceeding enters an approved list, and each of the parties is a registered user of the ORW, it is eligible and will be activated for OLC.
- 43.2 All parties will be notified immediately by email that the proceeding is eligible and has been activated for OLC.

44 What may be dealt with in Online Court.

- 44.1 OLC may be used for interlocutory or procedural matters that may arise during case management of the proceeding. Matters in the OLC will be conducted in accordance with Local Court Practice Note Civ 1 (and s 71 of CPA).
- 44.2 In the OLC, parties may request the following:
- (a) Adjournment of the proceeding;
 - (b) Interlocutory orders pursuant to Part 6 of CPA;
 - (c) Fixing of a trial date; and
 - (d) Referral of matters to directions hearing before a magistrate.

45 How will matters be dealt with in Online Court

- 45.1 For each court date, the following communications are to be made in the OLC:
- (a) **Request:** a party may make a request for interlocutory orders
 - (b) **Response:** each other party will be automatically notified of the request, and is to respond by consenting to the request or making a counter request.
 - (c) **Further response:** each other party will be automatically notified of the response. If a counter request is made, each other party is to respond by indicating their consent or opposition to the counter request.
- 45.2 All requests (or counter requests) in OLC must be supported with reasons.
- 45.3 Any communication referred to in paragraph 45.1 must be made prior to the court date by the date/time stipulated by the registrar. If a communication is not received by the stipulated date/time, the registrar may determine whether the parties are required to attend in person on the court date and make orders accordingly.
- 45.4 Failing to submit requests, responses, counter requests or consents on the OLC in accordance with timeframes described within this Practice Note or in accordance with timeframes otherwise ordered or directed by the registrar of the OLC, will be treated as a non-appearance in the proceedings.
- 45.5 Any second or subsequent non-appearance by a party in the OLC may result in either the statement of Claim being dismissed and/or the defence being struck out in accordance with UCPR 12.7 and/or Local Court Rule 2.7(7).

46 Registrar Orders

- 46.1 When the registrar makes an order in the OLC an automatic email will be sent to all parties.

47 Messaging

47.1 At any time during the OLC:

- (a) A party may send a message to the registrar regarding any case management issues between the parties; and
- (b) The registrar may choose to send a message to the parties if it appears there are case management issues requiring resolution.

47.2 Messages sent will be visible to all parties.

48 Costs in Online Court

48.1 On occasion the registrar may determine that the parties are required to attend in person on a court date and will make orders accordingly.

48.2 On a court date at which the parties are required to appear in person, the registrar may consider any application for costs from parties to cover the costs of appearance in person and/or costs of preparation of any OLC request.

48.3 In determining the costs application, the registrar may take into account any relevant consideration, including without limitation:

- (a) Any failure of a party to respond to a request (s 56(5) CPA);
- (b) Whether the in-person court appearance could have been avoided if the party had responded to an OLC request; and
- (c) Whether there is a reasonable explanation for not responding to an OLC request.

49 Consent Orders

49.1 As far as practicable, parties will have communicated between themselves and come to an agreed position as to the orders sought prior to submitting a request in the OLC.

49.2 Any terms agreed between the parties should be included as orders sought in the request.

50 Terminating an Online Court Request

50.1 An OLC request may be terminated at any time by the registrar and the proceeding listed for resolution at an in-person court appearance before a registrar or a directions hearing before a magistrate.

51 Documents

51.1 Documents can be attached as part of a request or attached to a message. Any attached documents will be viewable by all parties and the registrar.

51.2 Where parties require documents to be formally filed, they should do so via the ORW and not via the OLC.

52 Obtaining copy of Online Court Record

52.1 All activity in the OLC including requests, consents, counter requests and messages will be recorded in the OCR and will be visible to all parties and the registrar.

52.2 Any person may make a request to the registrar for a printed copy of the OCR. The printed copy of the OCR may be provided, subject to any suppression order or other restrictions that might apply to the proceeding

Judge Graeme Henson AM
CHIEF MAGISTRATE

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Amendment History

This practice note replaces the former version of Practice Note Civ 1 (17 July 2017) and Online Court 1 of 2015 . Practice Note Civ 1 replaced former Practice Note 1 of 2000, Practice Note 1 of 2001 (insofar as it applies to civil proceedings), Practice Note 1 of 2005, Practice Note 2 of 2005, Practice Note 2 of 2007, Practice Note 3 of 2007, Practice Note 6 of 2007, Practice Note 1 of 2009, Practice Note 3 of 2010 and Practice Note 5 of 2015.

Annexure A**Local Court of New South Wales
GENERAL DIVISION****STANDARD DIRECTIONS**
(Pursuant to Practice Note Civ 1)

<u>COURT APPEARANCES</u>	<u>DATE</u>	<u>TIME</u>
CALL OVER DATE (Attendance of behalf of all parties is required if a Notice of Listing is received) (Review and Trial date will be allocated at call-over)		

If the parties fail to comply with the court's directions it can be expected that the statement of claim will be dismissed or the defence struck out and orders will be made that the non complying party pays the costs of the other party.

STANDARD DIRECTIONS
(applicable only to matters to be heard by the court)

Unless the interests of justice otherwise dictate, the evidence in chief of any witness shall be given by affidavit or written statement. The parties should note that UCPR 35.2 allows affidavit evidence in chief of a witness to be relied upon, unless reasonable notice of the requirement of the deponent to attend for cross examination is given.

1. The court will allocate a trial date and a review date at the call-over.
2. The plaintiff/cross defendant is to serve all evidence to be relied upon in their case as follows:-
 - i. Affidavits or written statements of witnesses on all relevant matters of fact, together with a chronological and paginated bundle of all relevant documents* , by..... [4 weeks before review date]
 - ii. Any expert report(s) (in accordance with Pt 31 Div 2 UCPR) by [4 weeks before review date]
3. The defendant/cross claimant is to serve all evidence to be relied upon in their case as follows:
 - i. Affidavits or written statements of witnesses on all relevant matters of fact, together with a chronological and paginated bundle of all relevant documents* , by [4 weeks before review date]
 - ii. Any expert report(s) (in accordance with Pt 31 Div 2 UCPR) by [4 weeks before review date]
4. Each party must prepare sufficient copies of all of their evidence to enable the court and every party (including that party) to have a copy of the evidence.
5. **Other than provided for in paragraph 6, parties must not file their evidence prior to the trial unless the court otherwise orders.**
6. **A single expert's report or a joint report prepared after a conclave between a number of experts is to be filed with the court prior to the trial.**
7. Each party or their legal representative must attend the review and file a written summary of the case, including a reference to any relevant case law or statute.
8. The parties must discuss whether they agree about any facts and the issues that are in dispute. If the parties:
 - i. **Agree** about any facts and issues - then the plaintiff must file a statement of agreed facts and issues at least 7 days before the trial.

- ii. **Do not agree** about the facts and issues - then each party must file a statement of facts and issues at least 7 days before the trial.
9. Where a party does not serve evidence in accordance with these or any other directions made by the court then that defaulting party may not be allowed to rely on that evidence at the trial the court is satisfied that it is the interests of justice to allow the defaulting party to do so.
10. Failure to comply with the Court's directions may result in the statement of claim or cross claim being dismissed, or the defence being struck out, with costs.
11. All cases should be ready to proceed on the trial date.

* 'Document' has the same meaning as in the Dictionary to the *Evidence Act 1995*. It may include (but is not limited to) the following: correspondence, electronic correspondence such as emails and SMS messages, agreements in writing, letters, notes, invoices, receipts, records of payments, bank statements, photographs and videos.

Annexure B**LOCAL COURT
CIVIL LISTING ADVICE**

(IMPORTANT – Where the parties are represented by a barrister or solicitor a completed and signed copy of this document must be given to each party's representative on the review date)

Parties:	-v-
Case Number(s):	
HEARING DATE:	

Estimated Time for Examination In Chief:	Estimated Time for Examination in Chief	Estimated Time for Cross Examination:	Total Time Witness Required:
Plaintiff - <u>WITNESSES</u>			
1.			
2.			
3.			
4.			
5.			
TOTAL:			
Defendant - <u>WITNESSES</u>			
1.			
2.			
3.			
4.			
5.			
TOTAL:			
TOTAL ESTIMATED OF LENGTH OF HEARING:			
IS AN INTERPRETER REQUIRED: * Onus to Party to Organise	YES/NO (please circle one)		
WHAT LANGUAGE:			
Audio Visual Link Appearance * Onus on Party to Organise	YES/NO State or Country:		
All Interlocutory Motions Filed and Disposed of:	YES/NO		
All Subpoenas have been issued and complied with:	YES/NO		
Checked Availability of Witnesses for hearing date:	YES/NO		
PLAINTIFF'S SOLICITOR/COUNSEL	CONTACT NO:	SIGNATURE:	
DEFENDANT'S SOLICITOR/COUNSEL	CONTACT NO:	SIGNATURE:	

Annexure C

Application for Witness to Give Evidence via Telephone or Audio Visual Link Evidence (Audio and Audio Visual Links) Act 1998

Note: This application will be dealt with in Chambers unless there is good reason for it to be listed before a Court, which must be indicated at the time of lodgment. This application, together with all relevant information, should be submitted in writing not less than 10 days before the trial date.

You will be advised of the outcome of the application.

Part A (Applicant to complete)

In the matter of:

Trial date:

Court location:

Application lodged on behalf of:

Plaintiff / Defendant

I consent to this application being dealt with in Chambers: Yes / No

(If 'No') I submit it is in the interests of justice for this application to be determined in court because:

Method of giving evidence: Audio Visual Link (AVL) (*preferred*) / Telephone

Name of witness:

Interpreter required: Yes / No

If yes - language required:

The witness is:

- an expert in relation to (*specify, if applicable*):
- required to give evidence that is unlikely to be contentious
- a Government Agency Witness (*s 5BAA - specify, if applicable*):
- otherwise required for (*specify, if applicable*):

Estimated time of witness evidence: Minutes / Hours / Days

Confirmation: Facilities are available at the following location from which the witness is able to appear to give evidence:

- Nature of facilities:
- Jabber (*preferred*)
 - Commercial videoconferencing suite
 - Skype
 - Telephone
 - Facetime
 - Other (*specify, if applicable*):

I submit it is in the interests of the administration of justice for the court to grant the application because:

Name of applicant:

Signature: _____ Date: _____
Address: _____ Email: _____
Phone: _____ Fax: _____

Part B (Other party to complete – a faxed or emailed copy is sufficient)

I **agree** to this application: Yes / No

I **do not agree** to this application for the following reason/s (s 5B(2)):

The evidence can more conveniently be given in the courtroom, because:

The direction would be unfair to a party to the proceeding, because:

The person in respect of whom the direction is sought will not give evidence, because:

Other:

I consent to this application being dealt with in Chambers: Yes / No

(If 'No') I submit it is in the interests of justice for this application to be determined in court because:

Name of other party:

Signature: _____ Date: _____
Address: _____ Email: _____
Phone: _____ Fax: _____

Part C (Magistrate/Office use only)

AVL / Telephone facilities are available: Yes / No

Registrar / List Clerk of the Local Court at:

Signature: _____ Date: _____

Magistrate decision: Application Granted / Refused

Magistrate:

Date: _____ Copy to: Registry / Parties

Annexure D

PRE-TRIAL REVIEW SHEET

Plaintiff:

File Number:

Defendant:

PLAINTIFF'S SUMMARY OF CASE:

(This section to be completed by or on behalf of plaintiff)

Documentary evidence intended to be relied upon at hearing:

Name of Witnesses:	Other Material
1.	1.
2.	2.
3.	3.
4.	4.

Has the plaintiff made offers of settlement, attempted mediation or otherwise attempted to resolve the issues in dispute?
Yes/No

DEFENDANT'S SUMMARY OF CASE:

(This section to be completed by or on behalf of defendant)

Documentary evidence intended to be relied upon at hearing:

Name of Witnesses:	Other Material
1.	1.
2.	2.
3.	3.
4.	4.

Issues in dispute:

Motor vehicle claims:

Ownership /Liability /Agency /Quantum /Demurrage /Loss of Use
(Circle relevant issues)

Other claims:

Has the defendant made offers of settlement, attempted mediation or otherwise attempted to resolve the issues in dispute? Yes/No

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Annexure E

SMALL CLAIMS DIVISION CASE MANAGEMENT ORDER

COURT DETAILS

Court
Division
Registry
Case number

TITLE OF PROCEEDINGS

First plaintiff
Number of plaintiffs
First defendant
Number of defendants

HEARING DETAILS

Date:
Time:
Place:

Last Date for Exchange and Filing of Documentary Evidence:

Case Management Order:

1. Unless the court makes an order permitting oral evidence to be given at the hearing, the proceedings will be determined on the basis of the written witness statements and other documentary material that is filed and served no later than the date referred to above (being no later than 14 days before the hearing).
2. The court may allow any documents produced under subpoena issued with the leave of the court or produced under a notice to produce to be admitted as evidence.
3. If a party fails to file and serve affidavits and other documentary material at least 14 days before the hearing then the court may refuse to allow the party to rely on that evidence at the hearing.
4. The hearing will be conducted with as little formality as possible. The rules of evidence do not apply at the hearing.
5. Each party will have the opportunity to attend and make comments and present arguments and provide final submissions on the evidence.
6. If a party fails to attend the hearing the court may strike out the statement of claim or defence.

**Signature
(Date)**

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(n2019-703)



PRACTICE NOTE SC CL 5

Urgent Matters in the Common Law Division

Commencement

1. This Practice Note commences on 8 March 2019.

Application

2. This Practice Note applies to **Urgent Applications** in civil proceedings in the Common Law Division of the Supreme Court.
3. This Practice Note should be read in conjunction with other Common Law Division Practice Notes and specifically those of the individual lists.

Definitions

4. In this Practice Note:

Registrar means the Registrar (Common Law Case Management)

Duty Judge means the Judge appointed from time to time to be the Judge of the Common Law Duty List

Duty Registrar means a Registrar appointed by the Prothonotary to consider applications by parties and provide procedural advice and assistance to both practitioners and litigants in chambers on Level 5 of the Supreme Court.

List Judge means the judge appointed by the Chief Justice to be the List Judge for the Common Law Division.

UCPR means the *Uniform Civil Procedure Rules 2005*

Introduction

5. The purpose of this Practice Note is to outline the practice and procedure to be adopted in respect of Urgent Applications in the Common Law Division.
6. Reference should also be made to the Common Law Division Practice Note SC CL 6 for the Possession List and particularly paragraphs 29 to 36.

Urgent Applications

7. A Duty Judge is available to deal with urgent applications. Some urgent applications may be dealt with by a Duty Registrar, an Associate Judge or another Judge.
8. Urgent applications in existing proceedings should be made by Motion, supported by an affidavit.

9. Other than in exceptional circumstances, urgent applications may not be made by telephone.
10. Urgent applications that are made in ordinary business hours must be reviewed by the rostered Duty Registrar before they are filed and before the Duty Judge is approached. The rostered Duty Registrar is available on Level 5 of the Supreme Court building between 9:30 AM and 4:30 PM Monday to Friday (excluding Public Holidays). Telephone calls seeking to make an urgent application during normal business hours will be referred to the rostered Duty Registrar to review and make appropriate directions.
11. The rostered Duty Registrar may direct that relevant documents be filed and any fees paid before the matter is referred to a Judge.
12. If the rostered Duty Registrar or the Duty Judge considers that the application is not urgent, it may be listed later before the Registrar or a Judge.
13. Only if exceptional circumstances arise which require an urgent application to be made outside ordinary hours, may the application be made directly to the Duty Judge. Such an application must be made by contacting the Judge's Associate through the Security Officer of the Supreme Court of New South Wales on the out-of-hours number published on the Court's website.
14. Parties who contact the Duty Judge's Associate directly in other circumstances will be referred to the Duty Registrar.
15. Parties who directly attend before the Duty Judge in Court will be referred to the Duty Registrar.
16. The Duty Registrar will consider whether the application concerns existing proceedings; whether the application is urgent and ready to proceed; whether it can be dealt with by the Duty Registrar; or whether it must be referred to the Duty Judge or the List Judge.
17. Matters dealt with by the Duty Judge will not usually be listed further in the Duty list, if they will take more than two hours to hear. In that event they will be referred to the List Judge or Registrar for allocation of a hearing date.
18. Urgent applications for stays of writs in the Possession List will be dealt with as provided in the Possession List Practice Note.
19. Urgent applications for Freezing Orders (also known as "Mareva Orders" or "Asset Preservation Orders") must be made in accordance with Practice Note SC Gen 14 - Freezing Orders.

Injunctive Relief

20. Where applications for urgent injunctive relief are made, the Court expects the moving party to have sought agreement as to undertakings from the defendant(s) prior to making the application and unless special circumstances exist, to have notified the defendant(s) of the application.
21. If the parties agree that the case warrants an urgent final hearing and are in a position to agree on an interim injunctive regime until the matter is determined, they should be ready to inform the Court of: an accurate estimate of the timeframe within which the matter will be ready for hearing; an accurate estimate of the time for the trial; and available dates for their respective counsel.

T F BATHURST AC

Chief Justice of New South Wales

8 March 2019

Related Information:

Practice Note SC Gen 1 Supreme Court – Application of Practice Notes

Practice Note SC Gen 6 Supreme Court – Mediation

Practice Note SC Gen 14 Supreme Court – Freezing Orders (also known as ‘Mareva orders’ or ‘asset preservation orders’)

Civil Procedure Act 2005

Uniform Civil Procedure Rules 2005

Amendment History:

8 March 2019: This Practice Note replaces former Practice Note SC CL 5 which was issued on 18 May 2018.

18 May 2018: This Practice Note replaces former Practice Note SC CL 5 which was issued on 8 May 2018.

8 May 2018: This Practice Note replaces former Practice Note SC CL 5 which was issued on 5 December 2006.

5 December 2006: Practice Note SC CL 5 was issued on 5 December 2006 and commenced on 29 January 2007.

17 August 2005: Practice Note SC CL 5 was issued on 17 August 2005 and replaced former Practice Note No.128.

(n2019-704)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land in the Local Government Areas of Hornsby, The Hills Shire and Blacktown

Sydney Metro by its delegate declares, with the approval of His Excellency the Governor, that the land described in the schedules below are acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Jon Lamonte
Chief Executive
Sydney Metro

SCHEDULE 1

All those pieces of land situated in the Local Government Area of Hornsby, Parish of Field of Mars and County of Cumberland, comprising:

1. Part Lot 80 in DP1086920, being land in Certificate of Title 80/1086920 and described as Lot 21 in DP1250301; and
2. Part Lot 7314 in DP1156907, being land in Certificate of Title 7314/1156907 and described as Lot 10 in DP1250423.

The land is said to be in the possession of the State of New South Wales.

SCHEDULE 2

All that piece of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising part of Norwest Boulevard and Brookhollow Avenue road reserve, described as Lot 90 in DP1248403.

The land is said to be in the possession of The Hills Shire Council.

SCHEDULE 3

All those pieces of land situated in the Local Government Area of Hornsby, Parish of Field of Mars and County of Cumberland, comprising:

1. Part of Franklin Road road reserve, being land in Auto Consol 540-178 and described as Lot 300 in DP1248950; and
2. Part Lot 11 in DP842090, being land in Certificate of Title 11/842090 and described as Lot 20 in DP1250301.

The land is said to be in the possession of Hornsby Shire Council.

SCHEDULE 4

All those pieces of land situated in both the Local Government Area of Blacktown, Parish of Gidley and County of Cumberland, and the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising:

1. Part of Old Windsor Road road reserve, described as Lot 110 in DP1250359; and
2. Part of Old Windsor Road road reserve, described as Lot 170 in DP 1250631.

The land is said to be in the possession of Blacktown City Council and The Hills Shire Council respectively.

SCHEDULE 5

PART A: DESCRIPTION OF INTERESTS

An:

- A. Easement for Access;
- B. Easement for Crane Access;
- C. Easement for Overhang; and
- D. Easement for Fire Services 1 wide,

affecting parts of land situated in the Local Government Area of Hornsby, Parish of Field of Mars and County of Cumberland, comprising:

- i. that part of existing Lot 80 in DP1086920 shown and denoted by the letters above in Lot 23 DP1250301, said to be in the possession of the State of New South Wales; and
- ii. that part of existing Lot 11 in DP842090 shown and denoted by the letters above in Lot 22 DP1250301, said to be in the possession of Hornsby Shire Council.

PART B: TERMS OF INTERESTS

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee for the purposes of an easement, covenant or restriction on use created by this easement, and includes any officers, employees, licensees, agents, workmen and contractors, including the operator of the Rail Infrastructure, of the Grantee.

Authority means any governmental or semi-governmental or local government authority administrative or judicial body or tribunal department, commission, public authority, agency, minister statutory corporation or instrumentality, including Transport for NSW and Sydney Metro.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney or 27, 28, 29, 30 or 31 December.

Costs includes charges and expenses including those incurred in connection with advisers.

Easement Site means, in relation to an easement in this document:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Fire Services means the fire suppression utilities including pipes, valves, booster facilities and associated enclosures on the Easement Site.

Grantee means Sydney Metro.

Grantor means the owner or mortgagee in possession of a Lot Burdened.

Law means any statute, ordinance, rule or regulation and includes orders, notices or directions made under them.

Lot Benefited means a lot benefited by an easement in this document.

Lot Burdened means a lot burdened by an easement in this document.

Member of the Rail Family means any government department, statutory instrumentality or statutory corporation which has as its function the ownership, operation or management of rail services and includes Transport for NSW and Sydney Metro, and its statutory successors.

Operations includes all activities infrastructure and works related to the operation of railway passenger services and any transport services which is additional to or in substitution for any railway service.

Plan means the [draft acquisition plan entitled "*Plan of Acquisition of Part Lot 11 DP 842090 and Part Lot 80 DP 1086920 for Railway Purposes*" dated 10 September 2018]

Rail Corridor means the rail corridor identified on the land on the Plan.

Rail Infrastructure means all infrastructure including but not limited to the viaduct, equipment systems, trackwork and support structures for the railway known as Sydney Metro Northwest located in, under, over or adjacent to, the Lot Burdened or the Easement Site from time to time.

Sydney Metro Northwest means the railway line from Chatswood to Tallawong Road Rapid Transit Rail Facility, including but not limited to the viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

1.2 Headings

Headings do not affect the interpretation of this instrument.

1.3 Rules of Interpretation

In this instrument, and unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, two or more persons including two or more Grantors binds or benefits them jointly and severally;
- (b) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to this instrument, to a document or to any other easement (including any approval) is to this easement, that document or that other easement (as the case may be) as amended, modified, varied, novated, ratified or replaced from time to time;
- (d) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (e) a reference to a clause is a reference to a clause of this instrument;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "includes" in any form is not a word of limitation;
- (h) one provision of this instrument does not limit the effect of another; and
- (i) if at any time any provision of this instrument is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this instrument; or
 - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to Section 88BA of the *Conveyancing Act 1919* (NSW).

1.5 No derogation of statutory rights

The rights granted to the Grantor or the Grantee under this instrument do not derogate from any statutory right that Sydney Metro or a Member of the Rail Family may have from time to time.

1.6 Easement in gross

The easements granted pursuant to this instrument are granted pursuant to S88A of the *Conveyancing Act 1919* (NSW).

2. Easements are covenants and agreements between Grantees and Grantors

2.1 Run with Land

The conditions, covenants and restrictions, including in this clause 2, in each of the easements are covenants and agreements between:

- (a) each Grantee for itself and its successors, assigns and transferees; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

2.2 Ancillary Rights

The Grantee of an easement set out in this easement may exercise, subject to the specific terms of that easement, all other ancillary rights and obligations reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

3. Terms of Easement for Access (A)

3.1 Grant of easement

The Grantor grants the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users the right:

- (a) to full, free and unimpeded right to, by any means, to enter upon, pass and repossess over the Easement Site at any time together with any Equipment for any purpose including to access, inspect, maintain, repair, alter, operate and replace the Rail Infrastructure; and
- (b) to remain on the Easement Site for a reasonable time for such purposes,
on the following conditions:
- (c) the Grantee must take all reasonable precautions to ensure as little disturbance or damage as possible to the Easement Site and will as soon as reasonably practicable restore the Easement Site as nearly as practicable to its original condition;
- (d) before the Grantee may enter the Easement Site to exercise the rights granted by this easement, it must, where access is required for major maintenance activities and, except in the case of an Emergency, first give a reasonable period of notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor provided that the Grantee may use the Easement Site at any time and without prior notice being required to be given to the Grantor where access is required for non- major inspection and maintenance activities;
- (e) except in the case of an Emergency, before incurring any Costs in rectification of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned as a result of such exercise and, in the case of remediable damage, give the Grantee a reasonable period to rectify that damage;
- (f) if any proposed development or other activity to be carried out by the Grantor on the Lot Burdened will:
 - (i) impact or affect the Grantee's use of, or interest in, the Easement Site; or

- (ii) result in the Easement Site being inaccessible or substantially inaccessible by the Grantee,

the Grantee may make an objection to the development or other activity and withhold its consent (which may be withheld in its absolute discretion).

3.2 No restriction on access

The Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor will not, without the prior written approval of the Grantee, permit, allow or cause:

- (a) the access granted to the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users over the Easement Site and to or from any land adjoining the Lot Burdened pursuant to this easement to be restricted in any way; and
- (b) anything to be done or omitted to be done which would prevent or prejudice the Grantee, its successors or assigns, its Authorised Users and any Member of the Rail Family exercising the rights granted to the Grantee pursuant to this easement.

3.3 Restriction on development affecting access

- (a) The Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor must not, without the prior written approval of the Grantee, permit, allow or cause the Burdened Lot to be developed in any way so as to prevent, restrict, reduce or prejudice the Grantee, any Member of the Rail Family or all Authorised Users exercising the rights granted to the Grantee pursuant to this easement.
- (b) Before the Grantor may develop the Lot Burdened, the Grantor must give written notice of its proposed development to the Grantee with sufficient detail of the proposed development (including plans and specifications of the proposed development which demonstrate how the rights of the Grantee under this easement can continue to be exercised) to enable the Grantee to consider whether to approve or reject the proposed development.
- (c) Without limiting the Grantee's rights in clause 3.3(b), the Grantor must obtain the Grantee's approval under this clause:
 - (i) before the Grantor lodges a development application or applies for a complying certificate in respect of any development within the Easement Site, or applies for a modification of any development consent or approval that applies to the Easement Site; and
 - (ii) to the terms of consent to any such development application or consent to an application to modify such development consent (including plans and specifications referred to in such consents).
- (d) The Grantor's consent to the proposed development will not be unreasonably withheld if the proposed development would not prevent, restrict, reduce or prejudice the exercise by the Grantee or its Authorised Users or any Member of the Rail Family of the Grantee's rights under this easement, and would not give rise to an unacceptable risk to Operations within or in connection with the Rail Corridor.

- (e) The Grantee's consent under this clause may be granted subject to conditions including for the purpose of minimising any adverse effect on the rights of access granted to the Grantee and its Authorised Users or, any Member of the Rail Family under this easement, and any failure or omission to comply with those conditions in carrying out the proposed development will constitute a breach of this clause.

3.4 Right to Release

The Grantee is empowered to release, vary or modify this easement.

3.5 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

4. Terms of Easement for Crane Access (B)

4.1 Easement for Crane Access

- (a) The Grantor grants to the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, the right to:
 - (i) swing crane jibs through the airspace of the Lot Burdened when in operation for the purpose of constructing, replacing, maintaining, repairing and using Rail Infrastructure and carrying out Operations;
 - (ii) weather-vaning the crane jibs over the Lot Burdened when the cranes are not in operation; and
 - (iii) access the air space over the Lot Burdened for the purpose of completing temporary or permanent external elements to the Rail Infrastructure or carrying out Operations at or near the boundary of the Lot Burdened.
- (b) For the benefit of the right granted to the Grantee, the Grantor covenants with the Grantee its successors and assigns, any Member of the Rail Family and all Authorised Users as follows:
 - (i) to waive all rights and remedies which it might otherwise have had against the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, arising out of the exercise of rights under this easement; and
 - (ii) to indemnify the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, against any demand, claim, suit or proceedings which might be made against the Grantee, its successors and assigns and all Authorised Users by any tenant, occupier or user of the Lot Burdened, or any person, including any person claiming through the Grantor or any tenant, occupier or user of the Lot Burdened, arising out of its exercising its rights under this easement.
- (c) The Grantee must ensure that the installation, use and removal of any crane jib is carried out:
 - (i) so as not to endanger any person or property on the Lot Burdened; and

- (ii) so as to minimise (as far as reasonably practicable) interference with the use of the Lot Burdened.
- (d) The Grantor must, as soon as reasonably practicable, make good any damage to any improvement or personal property on the Lot Burdened caused by a breach of clause 4.1(c).

4.2 Right to Release

The Grantee is empowered to release vary or modify this easement.

4.3 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

5. Terms of Easement for Overhang (C)

5.1 Easement for overhang

The Grantor grants to the Grantee, its successors and assigns, any Members of the Rail Family and all Authorised Users the right to use the Easement Site:

- (a) to enable the overhang of the awning erected on the services building erected on the Lot Benefited, and any building in repair or replacement thereof, onto the Easement Site to subsist and be maintained on the Easement Site for so long as that building or any building in repair or replacement thereof continues to exist;
- (b) to construct, place, use, operate, examine, alter, renew, cleanse, repair, maintain and remove any part of the awning which overhangs the Easement Site (the Overhang);
- (c) the right for the Grantee, its successors and assigns, all Authorised Users and Members of the Rail Family for any of the purposes set out above or incidental thereof to enter, go, return, pass and re-pass with or without Equipment and [without vehicles] upon, along or over the Lot Burdened to that part of the Lot Burdened beneath the Easement Site and place thereon and remove therefrom such Equipment as may be necessary for the Grantee to exercise its rights pursuant to this easement,

on the following conditions:

- (d) should the Grantee, its successors and assigns, any Authorised Users or Members of the Rail Family in exercise of the rights set out in this easement cause damage to the Lot Burdened or the improvements erected thereon the Grantee shall, as soon as practicable after such damage is occasioned, rectify the damage caused by the Grantee to the Lot Burdened and the improvements erected thereon such that the Lot Burdened and the improvements erected thereon are restored to their former condition as far as shall be reasonably practicable;
- (e) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement, it must, where access is required for major maintenance activities and except in the case of an Emergency, first give a reasonable period of notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor provided that the Grantee may use the Lot Burdened at any time and without prior notice being required to be given

to the Grantor where access is required for non- major inspection and maintenance activities; and

- (f) except in the case of an Emergency, before incurring any Costs in rectification of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned as a result of such exercise and, in the case of remediable damage, give the Grantee a reasonable period to rectify that damage;

5.2 Right to Release

The Grantee is empowered to release vary or modify this easement.

5.3 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

6. Terms of Easement for Fire Services 1 Wide and Variable Width (D)

6.1 Easement for fire services

The Grantor grants to the Grantee, its successors and assigns, all Authorised Users and Members of the Rail Family the right to:

- (a) have the Fire Services infrastructure located within the Easement Site which are owned by, or otherwise under the control of, the Grantee, at the date of this easement, remain, and to be operated, within the Easement Site; and
- (b) enter and remain in the Easement Site for a reasonable time, together with any Equipment necessary for the purpose, to carry out maintenance, repair or replacement works to the Fire Services located within the Easement Site,

on the following conditions:.
- (c) the Grantee must take all reasonable precautions to ensure as little disturbance or damage as possible to the Easement Site and will as soon as reasonably practicable restore the Easement Site as nearly as practicable to its original condition.
- (d) before the Grantee may enter the Easement Site to exercise the rights granted by this easement, it must, where access is required for major maintenance activities and except in the case of an Emergency, first give a reasonable period of notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor provided that the Grantee may use the Easement Site at any time and without prior notice being required to be given to the Grantor where access is required for major inspection and maintenance activities; and
- (e) except in the case of an Emergency, before incurring any Costs in rectification of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned as a result of such exercise and, in the case of remediable damage, give the Grantee a reasonable period to rectify that damage;

6.2 Right to Release

The Grantee is empowered to release vary or modify this easement.

6.3 Not Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

(Sydney Metro Document Number: **SM-19-0000014**)

(n2019-705)

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land in the Local Government Area of The Hills Shire

Sydney Metro by its delegate declares, with the approval of His Excellency the Governor, that the land and interests described in the schedules below are acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Jon Lamonte
Chief Executive
Sydney Metro

SCHEDULE 1

All that piece of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising Lot 2120 in DP1249378, being parts of the land in Certificate of Title 21/1230709, said to be in the possession of Sydney Water.

SCHEDULE 2

All those pieces of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, said to be in the possession of the Planning Ministerial Corporation, comprising:

Lots 2108, 2110, 2112, 2114, 2116, 2118, 2119, 2123 and 2128 in DP 1249378,

Lots 220, 221, 222, 224, 225, 226, and 227 in DP1249147, being parts of the land in Certificate of Title 312/1107129, but excluding the following interests registered on existing Lot 312 in DP1107129:

- (a) All rights and interests arising out of the notation reading " Excepting land within 15.24 metre(s) from the centre of Windsor Road for a wider one reserved by Crown Grant" at Item 2 in the Second Schedule of the title 312/1107129.
- (b) **DP1116128** Right of way variable width affecting the part(s) shown so burdened in DP1116128.
- (c) **DP1116128** Easement for water supply purposes 6 metre(s) wide affecting the part(s) shown so burdened in DP1116128.
- (d) **DP1126298** Easement for water supply purposes variable width affecting the part(s) shown so burdened in DP1126298.

- (e) **DP1126298** Easement for access and drainage purposes variable width affecting the part(s) shown so burdened in DP1126298.
- (f) **DP1126298** Positive covenant.
- (g) **DP1126298** Easement to drain water 5.5 metre(s) wide affecting the part(s) shown so burdened in DP1126298.
- (h) **DP1126298** Easement for gas main 1 metre(s) wide affecting the part(s) shown so burdened in DP1126298.
- (i) **DP1126298** Easement for underground cables 1 metre(s) wide affecting the part(s) shown so burdened in DP1126298.
- (j) **DP1236478** Easement for water supply 3 metre(s) wide referred to and numbered (1) in the s88B instrument affecting the part(s) shown so burdened in DP1236478.
- (k) **DP1236478** Easement for water supply 3 metre(s) wide referred to and numbered (2) in the s88B instrument affecting the part(s) shown so burdened in DP1236478.
- (l) **DP1236480** Easement for underground cables 3 metre(s) wide referred to and numbered (1) in the s88B instrument affecting the part(s) shown so burdened in DP1236480.
- (m) **DP1236480** Easement for underground cables 3 metre(s) wide referred to and numbered (2) in the s88B instrument affecting the part(s) shown so burdened in DP1236480.
- (n) **DP1236485** Easement for water supply purposes 3.5 metre(s) wide (limited in stratum) affecting the part(s) shown burdened in DP1236485.

SCHEDULE 3

All that piece of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, said to be in the possession of The Hills Shire Council, comprising:

Lot 223 and Lot 228 in DP1249147, being part of the land in Certificate of Title 3/1093612 and 4/1093612, but excluding the following interest registered on existing Lot 4 in DP1093612:

- (a) **O102909** Easement for water supply 3.5 metres(s) wide affecting the part(s) shown so burdened in DP1093612.

SCHEDULE 4

PART A: DESCRIPTION OF INTERESTS

An:

- A. Easement for Access;
- B. Easement for Electrolysis;

- C. Easement to Drain Water; and
- D. Easement for Support and Shelter,

affecting parts of land situated in the Local Government Area of The Hills Shire, Parish of Castle Hill and County of Cumberland, comprising:

- i. that part of existing Lot 21 in DP1230709 shown and denoted by the letters above in Lot 2150 in DP1249378, said to be in the possession of Sydney Water;
- ii. those parts of existing Lots 9, 8, 7, 6, 5 and 4 in DP1031575 shown and denoted by the letters above in Lots 2138, 2140, 2142, 2144, 2146 and 2148 respectively in DP1249378, said to be in the possession of the Planning Ministerial Corporation
- iii. that part of existing Lots 3 and 2 in DP1184385 shown and denoted by the letters above in Lots 2149 and 2153 respectively in DP1249378, said to be in the possession of the Planning Ministerial Corporation; and
- iv. that part of existing Lot 312 in DP1107129 shown and denoted by the letters above in Lot 229 in DP1249147, said to be in the possession of the Planning Ministerial Corporation.

PART B: TERMS OF INTERESTS

1. Terms of Easement for Access (A)

1.1 Grant of easement

The Grantor grants the Grantee, its successors and assigns and all Authorised Users the right:

- (a) to full, free and unimpeded right to, by any means, to enter upon, pass and repass over the Lot Burdened at any time together with any Equipment for any purpose including to access, inspect, maintain, repair, alter, operate and replace the Rail Infrastructure provided that the Grantee and its Authorised Users use the most direct and accessible route to and from the Rail Infrastructure; and
- (b) to remain on the Lot Burdened for a reasonable time for such purposes, on the following conditions:
- (c) the Grantee must take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably practicable restore the Lot Burdened as nearly as practicable to its original condition;
- (d) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement, it must, except in the case of an emergency, first give a reasonable period of notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor;

- (e) except in the case of an emergency, before incurring any Costs in rectification of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned as a result of such exercise and, in the case of remediable damage, give the Grantee a reasonable period to rectify that damage;
- (f) if any proposed development or other activity to be carried out by the Grantor on the Lot Burdened will:
 - (i) impact or affect the Grantee's use of, or interest in, the Lot Burdened; or
 - (ii) result in the Lot Burdened being inaccessible or substantially inaccessible by the Grantee,the Grantee may make an objection to the development or other activity and withhold its consent (which may be withheld in its absolute discretion).

1.2 No restriction on access

The Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor will not, without the prior written approval of the Grantee, permit, allow or cause:

- (a) the access granted to the Grantee, its successors and assigns and Authorised Users over the Lot Burdened and to or from any land adjoining the Lot Burdened pursuant to this easement to be restricted in any way; and
- (b) anything to be done or omitted to be done which would prevent or prejudice the Grantee and its Authorised Users exercising the rights granted to the Grantee pursuant to this easement.

1.3 Restriction on development affecting access

- (a) The Grantor for itself and its successors and assigns covenants with the Grantee and its successors and assigns that the Grantor must not, without the prior written approval of the Grantee, permit, allow or cause the Burdened Lot to be developed in any way so as to prevent, restrict, reduce or prejudice the Grantee or its Authorised Users exercising the rights granted to the Grantee pursuant to this easement.
- (b) Before the Grantor may develop the Lot Burdened, the Grantor must give written notice of its proposed development to the Grantee with sufficient detail of the proposed development (including plans and specifications of the proposed development which demonstrate how the rights of the Grantee under this easement can continue to be exercised) to enable the Grantee to consider whether to approve or reject the proposed development.
- (c) Without limiting the Grantee's rights in clause 1.3(b), the Grantor must obtain the Grantee's approval under this clause:

- (i) before the Grantor lodges a development application or applies for a complying certificate in respect of any development within the Easement Site, or applies for a modification of any development consent or approval that applies to the Easement Site; and
 - (ii) to the terms of consent to any such development application or consent to an application to modify such development consent (including plans and specifications referred to in such consents).
- (d) The Grantor's consent to the proposed development will not be unreasonably withheld if the proposed development would not prevent, restrict, reduce or prejudice the exercise by the Grantee or its Authorised Users of the Grantee's rights under this easement.
- (e) The Grantee's consent under this clause may be granted subject to conditions including for the purpose of minimising any adverse effect on the rights of access granted to the Grantee and its Authorised Users under this easement, and any failure or omission to comply with those conditions in carrying out the proposed development will constitute a breach of this clause.

1.4 Right to Release

The Grantee is empowered to release, vary or modify the right of access marked (A) in the Plan.

1.5 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

2. Terms of Easement for Electrolysis (B)

2.1 Easement for electrolysis

- (a) The Grantor grants to the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, the right to cause stray electrical currents originating from or in any way connected to its Operations in the Rail Corridor to pass across, above, through or under the Lot Burdened.
- (b) For the benefit of the right granted to the Grantee, the Grantor covenants with the Grantee its successors and assigns, any Member of the Rail Family and all Authorised Users as follows:
 - (i) to waive all rights and remedies which it might otherwise have had against the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, arising out of the exercise of rights under this easement; and
 - (ii) to indemnify the Grantee, its successors and assigns, any Member of the Rail Family and all Authorised Users, against any demand, claim, suit or proceedings which might be made against the Grantee, its successors and assigns and all

Authorised Users by any tenant, occupier or user of the Lot Burdened, or any person, including any person claiming through the Grantor or any tenant, occupier or user of the Lot Burdened, arising out of its exercising its rights under this easement.

2.2 Right to Release

The Grantee is empowered to release vary or modify the easement for electrolysis marked (B) in the Plan.

3. Terms of Easement for Drainage (C)

3.1 Easement to Drain Water

The Grantor grants to the Grantee, its successors and assigns and all Authorised Users the right to:

- (a) use the Lot Burdened for the drainage of water;
- (b) use, for the purposes of this easement, any line of pipes already laid within the Lot Burdened for the drainage of water or any pipe or pipes in replacement, substitution or alteration of that line of pipes;
- (c) drain water through the aforesaid line of pipes into and out of the Drainage Pit and across the Lot Burdened to any road or waterway adjacent to the Lot Burdened; and
- (d) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) using any Apparatus through, within, under or above the Lot Burdened; and
 - (iii) carrying out work, such as constructing, placing, inspecting, testing, repairing, replacing, altering, cleaning or maintaining the Apparatus including relocating the Apparatus to a different location within the Lot Burdened,

provided the Grantee and its Authorised Users cause as little inconvenience as is practicable to the Grantor, make good any collateral damage and restore the Lot Burdened as nearly as practicable to its original condition.

3.2 Grantor right to relocate Apparatus

The Grantor may from time to time relocate the Apparatus, at its cost, provided that:

- (a) the Grantor gives to the Grantee at least 7 days prior written notice of the proposed relocation of Apparatus including details of the new location and specifications of the relocated line or pipes;

- (b) in relocating the Apparatus, the Grantor does not interfere with the Grantee's drainage of water across the Lot Burdened into and out of the Drainage Pit and to the adjoining road or waterway;
- (c) the Grantor maintains:
 - (i) a system of drainage of water from the Benefitted Lot to the Drainage Pit and from the Drainage Pit to an adjacent road or waterway of a standard and capacity equivalent to the standard and capacity of the line of pipes which previously existed; and
 - (ii) the Drainage Pit on the Lot Burdened, at all times to a standard and capacity capable of holding and draining the water draining from the Lot Benefitted.

3.3 Right to Release

The Grantee is empowered to release vary or modify the easement for drainage marked (C) in the Plan.

3.4 No Implied Terms

The rights and obligations implied under Schedule 4A of the Conveyancing Act 1919 do not apply to this easement.

4. Terms of Easement for Support and Shelter (D)

4.1 Easement for support and shelter

The Grantor grants the Grantee the right for the Lot Benefitted to be supported by the Lot Burdened to the extent that the Lot Benefitted derives support and shelter from the Lot Burdened.

4.2 Obligations of the Grantor

The Grantor must maintain the support to that part of the Lot Burdened which is capable of affording support to the Lot Benefitted at all times by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound structural condition.

4.3 Right to Release

The Grantee is empowered to release vary or modify the easement for support and shelter marked (D) in the Plan.

5. Interpretation

5.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Apparatus means pipes, drainage pit, mains, structures, rain gardens and equipment in connection with the conveyance, transmission, control, drainage,

measurement, storage and distribution of stormwater, water overflow and for other incidental purposes.

Authorised User means every person authorised by the Grantee for the purposes of an easement, covenant or restriction on use created by this instrument, and includes any officers, employees, licencees, agents, workmen and contractors, including the operator of the Rail Infrastructure, of the Grantee.

Authority means any governmental or semi-governmental or local government authority administrative or judicial body or tribunal department, commission, public authority, agency, minister statutory corporation or instrumentality, including Transport for NSW and Sydney Metro.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney or 27, 28, 29, 30 or 31 December.

Costs includes charges and expenses including those incurred in connection with advisers.

Easement Site means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Drainage Pit means the drainage pit on the Lot Burdened connected to drainage pipes from the Lot Benefitted from time to time.

Grantee means:

- (a) the owner or mortgagee in possession of the Lot Benefitted; and
- (b) an Authority benefited.

Grantor means the owner or mortgagee in possession of a Lot Burdened.

Lot Benefitted means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

Member of the Rail Family means any government department, statutory instrumentality or statutory corporation which has as its function the ownership, operation or management of rail services and includes Transport for NSW and Sydney Metro, and its statutory successors.

Operations includes all activities infrastructure and works related to the operation of railway passenger services and any transport services which is additional to or in substitution for any railway service.

Plan means the Plan of Acquisition for Railway Purposes to which this instrument relates.

Rail Corridor means the rail corridor identified on the Plans.

Rail Infrastructure means all infrastructure including but not limited to the viaduct, equipment systems, trackwork and support structures for the railway known as Sydney Metro Northwest located in, under, over or adjacent to, the Lot Burdened or the Easement Site from time to time.

Sydney Metro Northwest means the railway line from Chatswood to Tallawong Road Rapid Transit Rail Facility, including but not limited to the viaduct, bridges, earthworks, landscaping, equipment, systems, trackwork and support structures, rolling stock and ancillary infrastructure.

5.2 Headings

Headings do not affect the interpretation of this instrument.

5.3 Rules of Interpretation

In this instrument, and unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, two or more persons including two or more Grantors binds or benefits them jointly and severally;
- (b) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to this easement, to a document or to any other easement (including any approval) is to this easement, that document or that other easement (as the case may be) as amended, modified, varied, novated, ratified or replaced from time to time;
- (d) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (e) a reference to a clause is a reference to a clause of this easement;
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) **"includes"** in any form is not a word of limitation;
- (h) one provision of this easement does not limit the effect of another; and
- (i) if at any time any provision of this easement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this easement; or

- (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this easement.

5.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to Section 88BA of the *Conveyancing Act 1919* (NSW).

5.5 No derogation of statutory rights

The rights granted to the Grantor or the Grantee under this instrument do not derogate from any statutory right that Sydney Metro or a Member of the Rail Family may have from time to time.

6. Easements are covenants and agreements between Grantees and Grantors

6.1 Run with Land

The conditions, covenants and restrictions, including in this clause 6, in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself and its successors, assigns and transferees; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

6.2 Ancillary Rights

The Grantee of an easement set out in this instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligations reasonably necessary for the effective application of an easement including reasonable access to the Easement Site. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

(Sydney Metro Document Number: **SM-18-00189744**)

(n2019-706)

COUNCIL NOTICES

ALBURY CITY COUNCIL

ROADS ACT 1993

ORDER

Transfer of Crown Road to a Council

In pursuance of the provisions of Section 152I of the *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon Paul Toole, MP
Minister for Lands and Forestry

SCHEDULE 1

Parish: Albury
County: Goulburn
Land District: Albury
LGA: Albury City Council
DESCRIPTION: Moore Street from Union Road to Kaylock Road, and Nowland Ave from Moore Street to Dick Road. (West and South of Lot 846 DP 75326) as shown on diagram below.

SCHEDULE 2

Roads Authority: Albury City Council
DoI Ref: 18/08075#01



(n2019-707)

BALLINA SHIRE COUNCIL

ROADS ACT 1993

Section 16 – Dedication of Land as Public Road

Notice is hereby given that in accordance with section 16 of the *Roads Act 1993*, the land described in the Schedule below is dedicated as public road.

P Hickey, General Manager, Ballina Shire Council, PO Box 450, Ballina NSW 2478

SCHEDULE

Lot 1 DP 1090711 at Ballina being the land shown as lane in DP 1328, Parish of Ballina, County of Rous and shown on the diagram below.



(n2019-708)

GOULBURN MULWAREE COUNCIL

Local Government Act 1993, Section 713

Sale of Land for Overdue Rates

Notice is hereby given to the owner of the property listed hereunder the Goulburn Mulwaree Council has resolved, in accordance of Section 713 of the *Local Government Act 1993*, to sell the land described hereunder and on which the amount of rates stated as at 20th February 2019 is due:

Owner or person having an interest in the land	Description of the Land	Total amount of unpaid rates exceeds current valuation, per S713(2)(b)	Amount of rates (including extra charges) overdue for more than five (5) years \$	Amount of rates (including extra charges) due and in arrears \$	TOTAL AMOUNT OUTSTANDING \$
ROSALLIE KAY FRANKLIN	Lot 11 of Section 4 Deposited Plan 3012 at Marulan	N	\$3,975.97	\$12,453.61	\$16,429.58

In default of payment to the Council of the amount stated above, and any other rates (including extra charges) becoming due and payable after the 20th of February 2019, before the time fixed for the sale, the said land will be offered for sale by public auction on Saturday the 22nd June at 1pm at Ray White Goulburn Office located at: 254 Auburn St, Goulburn NSW 2580

Mr Warwick Bennett
General Manager
Goulburn Mulwaree Council
Locked Bag 22, GOULBURN NSW 2580

(n2019-709)

KU-RING-GAI COUNCIL

ERRATUM

THE following notice replaces one published on Page No. 7382 of the Government Gazette No 102 of 5 October 2018. The Gazettal date remains 5 October 2018.

LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Ku-ring-gai Council declares with the approval of His Excellency the Governor that the land described in the Schedule below, is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for Community Facilities, Recreation Area, Commercial and Residential Buildings, Shop Top Housing, Retail, Car Parking and Town Square redevelopment associated with the Local Centre – Lindfield Village Hub.

Dated at Gordon this 27th day of September 2018

John McKee
General Manager

Schedule

Lot 6 DP1226294 being part of the land comprised in 41/4388 and 42/4388 and part of the land described as Beaconfield Lane in DP1099330 and comprised in Certificates of Title

Vol 1610 Fol 116

Vol 1689 Fol 249

Vol 1693 Fol 8

Vol 1770 Fol 142

Vol 1810 Fol 228

Vol 1833 Fol 183

Vol 1833 Fol 186

Vol 1889 Fol 34

Vol 2258 Fol 205

Vol 2262 Fol 109

Vol 4499 Fol 245

(n2019-710)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Hexham, in the Parish of Hexham, County of Northumberland, shown as road on DP 2440, as shown highlighted on the attached plan.



(n2019-711)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Hexham, in the Parish of Hexham, County of Northumberland, shown as road on DP 755232, as shown highlighted on the attached plan.



(n2019-712)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Sandgate, in the Parish of Hexham, County of Northumberland, shown as road on DP 96013, as shown highlighted on the attached plan.



(n2019-713)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Sandgate, in the Parish of Newcastle, County of Northumberland, shown as road on DP 96028, as shown highlighted on the attached plan.



(n2019-714)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Maryland, in the Parish of Hexham, County of Northumberland, shown as road on DP 450351, as shown highlighted on the attached plan.



(n2019-715)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Maryland, in the Parish of Hexham, County of Northumberland, shown as road on DP 979516, as shown highlighted on the attached plan.



(n2019-716)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Maryland, in the Parish of Hexham, County of Northumberland, shown as road on DP 979516, as shown highlighted on the attached plan.



(n2019-717)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Maryland, in the Parish of Hexham, County of Northumberland, shown as road on DP 979516, as shown highlighted on the attached plan.



(n2019-718)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Mayfield West, in the Parish of Newcastle, County of Northumberland, shown as road on DP 96032, as shown highlighted on the attached plan.



(n2019-719)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Sandgate, in the Parish of Hexham, County of Northumberland, shown as road on DP 96023, as shown highlighted on the attached plan.



(n2019-720)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

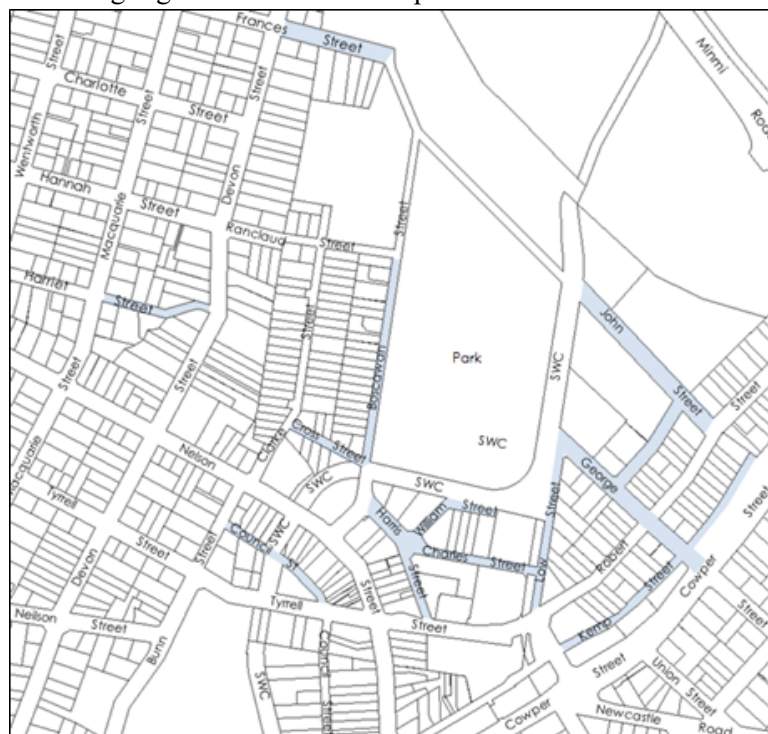
Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of streets at Wallsend, in the Parish of Hexham, County of Northumberland, shown as road on DP 111245, as shown highlighted on the attached plan.



(n2019-721)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Wallsend, in the Parish of Kahibah, County of Northumberland, shown as road on DP 758549, as shown highlighted on the attached plan.



(n2019-722)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Wallsend, in the Parish of Kahibah, County of Northumberland, shown as road on DP 29, as shown highlighted on the attached plan.



(n2019-723)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Wallsend, in the Parish of Kahibah, County of Northumberland, shown as road on DP 192031, as shown highlighted on the attached plan.



(n2019-724)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of streets at Wallsend, in the Parish of Hexham, County of Northumberland, shown as road on DP 111245, as shown highlighted on the attached plan.



(n2019-725)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Wallsend, in the Parish of Hexham, County of Northumberland, shown as road on DP 192031, as shown highlighted on the attached plan.



(n2019-726)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

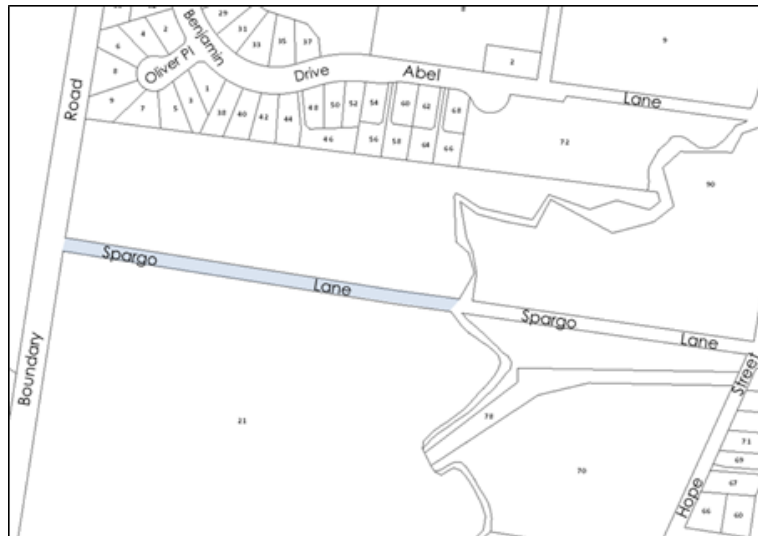
Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Wallsend, in the Parish of Hexham, County of Northumberland, shown as road on DP 192650, as shown highlighted on the attached plan.



(n2019-727)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of streets at Jesmond, in the Parish of Hexham, County of Northumberland, shown as road on DP 9755, as shown highlighted on the attached plan.



(n2019-728)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a street at Wallsend, in the Parish of Kahibah, County of Northumberland, shown as road on DP 29, as shown highlighted on the attached plan.



(n2019-729)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of streets at Elermore Vale, in the Parish of Kahibah, County of Northumberland, shown as road on DP 8479, as shown highlighted on the attached plan.



(n2019-730)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of streets at Wallsend, in the Parish of Kahibah, County of Northumberland, shown as road on DP 2029, as shown highlighted on the attached plan.



(n2019-731)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a road at Elmore Vale, in the Parish of Kahibah, County of Northumberland, shown as road on DP 8479, as shown highlighted on the attached plan.



(n2019-732)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of streets at Elmore Vale, in the Parish of Kahibah, County of Northumberland, shown as road on DP 8479, as shown highlighted on the attached plan.



(n2019-733)

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Roads Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of a road at Elmore Vale, in the Parish of Kahibah, County of Northumberland, shown as road on DP 8479, as shown highlighted on the attached plan.



(n2019-734)

SINGLETON COUNCIL

ROADS ACT 1993, Section 10

Local Government Act 1993 Section 47f(2)(A)

Dedication of Land as Public Road for the Purposes of Road Widening

NOTICE is hereby given by Singleton Council, in pursuant to Section 10 of the *Roads Act 1993*, and Section 47f(2)(a) of the *Local Government Act 1993* that it dedicates the land described in the Schedule below as public road for the purposes of road widening.

JASON LINNANE, General Manager, Singleton Council, PO Box 314, SINGLETON, NSW 2330.

SCHEDULE

The following piece or parcel of land known as:

- Lot 1 DP1138187 in the Council of Singleton, Parish of Warkworth, County of Northumberland and described as folio identifier 1/1138187..

(n2019-735)

THE HILLS SHIRE COUNCIL

ROADS ACT 1993

Naming of Roads

Notice is hereby given that The Hills Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
TUNDRA PLACE	Box Hill
Description	
Extends in a north westerly direction ending in a cul-de-sac.	

MICHAEL EDGAR, General Manager, The Hills Shire Council, 3 Columbia Court, BAULKHAM HILLS NSW 2153

GNB Ref: 0040

(n2019-736)

TWEED SHIRE COUNCIL

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Tweed Shire Council declares with the approval of His Excellency the Governor that the land described in the Schedule below is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for public road and compensation.

Dated at Murwillumbah this 6th day of March 2019, Troy Green, General Manager.

Schedule

Lot 2 DP1238850 being part of the land comprised in Certificate of Title Folio 3/8291
 Lot 3 DP1238850

(n2019-737)

TWEED SHIRE COUNCIL

Roads Act 1993, section 10

Dedication of Lands as Public Road

NOTICE is hereby given that the Tweed Shire Council, by resolution of the Council dated 19 July 2018 has resolved to dedicate the land described hereunder as public road pursuant to section 10 of the *Roads Act 1993*.

Troy Green, General Manager, Tweed Shire Council, PO Box 816, Murwillumbah, NSW 2484.

SCHEDULE

Lot 2 DP 1238850

(n2019-738)

TWEED SHIRE COUNCIL

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Tweed Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
DENMAN DRIVE	Cudgen
Description	
Newly formed road in subdivision of Lot 11 DP1212919 running off Crescent Street, Cudgen.	

Name	Locality
MURRAYA WAY	Cudgen
Description	
Newly formed road in subdivision of Lot 11 DP1212919 running off Crescent Street, Cudgen.	

TROY GREEN, General Manager, Tweed Shire Council, PO Box 816, MUWILLUMBAH NSW 2484

GNB Ref: 0041

(n2019-739)

UPPER HUNTER SHIRE COUNCIL

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF LAND

Upper Hunter Shire Council declares with the approval of His Excellency the Governor that the land described in the Schedule below, is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for public road.

Dated at Scone this 8th day of March 2019

Steve McDonald
General Manager

Schedule

2/780741

(n2019-740)

PRIVATE NOTICES

ANGLICAN DIOCESE OF ARMIDALE

Notice of Appointment of Trustee

PURSUANT to section 42 of the Anglican Church of *Australia Trust Property Act 1917* (“the Act”), I, Richard Alexander Lewers, Bishop of Armidale, hereby give notice in this Gazette that the Diocesan Council on 26th February 2019, in exercising its powers and functions during the recess of Synod of the Diocese of Armidale in accordance with section 12 of the Act, clause 3 of *The Corporate Trustees Ordinance 2009*, and clause 11 of the *Church Property Act Procedure Ordinance 1935*, did by resolution declare the existence of a vacancy in the office of members of The Corporate Trustees of the Diocese of Armidale consequent upon the death of Stephen Morrison MILLAR, a former member of The Corporate Trustees of the Diocese of Armidale, and did elect Geoffrey David HEARNE to be a member of The Corporate Trustees of the Diocese of Armidale in place of the member referred to in the said resolution.

R.A. LEWERS, Bishop of Armidale.
Diocesan Registry
116 Rusden Street,
Armidale, tel.: 02 6772 4491

(n2019-741)