



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 21.]

PERTH : FRIDAY, MAY 21.

[1948.]

ROYAL COMMISSION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

To Emanuel Horace Rosman, Esq., of Lyric House,
Murray Street, Perth, Chartered Accountant:

I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council, do hereby amend the Commission dated the 9th day of December, 1947, published in the *Government Gazette* on the 12th day of December, 1947, and amended by the Commission dated the 23rd day of December, 1947, published in the *Government Gazette* on the 9th day of January, 1948, and both given by me to you Emanuel Horace Rosman by inserting after the word "Northam" in paragraph (a) of the subject matter of the Inquiry to be made by you, the words "or of Albany or Geraldton"; and the said Commission shall be read and construed accordingly.

Given under my hand and the Public Seal of the said State, at Perth, this 19th day of May, 1948.

By His Excellency's Command,

(Sgd.) A. F. WATTS,
Acting Premier.

GOD SAVE THE KING ! ! !

Establishment of a Local Court at Harvey.

The Local Courts Act, 1904-1938.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

C.L.D. file No. 534/48, Ex. Co. No. 920.

WHEREAS by section 5 of the Local Courts Act, 1904-1938, the Lieutenant-Governor may by Proclamation order that Courts to be called Local Courts shall be held at such places as he thinks fit: And whereas it is deemed expedient to establish a sitting of a Local Court

at Harvey once in every month: Now, therefore, I, the said Lieutenant-Governor, with the advice of the Executive Council, do hereby order that a Local Court, under the said Act, shall be holden at Harvey once in every month, commencing in July, 1948.

Given under my hand, and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

A. V. R. ABBOTT,
Attorney General.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1947.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

File 1287/30, Ex. Co. 982.

WHEREAS by section 9 of the Fisheries Act, 1905-1947, it is provided that the Governor may, by Proclamation, prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters, by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified term: Now, therefore, I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:—

That all those portions of Western Australian waters defined in the Schedule hereto shall be closed against the use of fishing nets, and also against the use of fishing lines set for the capture of sharks, for three years as from the date of gazettal of this Proclamation.

Schedule.

Scarborough Beach.

All that area of Western Australian waters at Scarborough Beach commencing at a point fronting the Western extremity of Reserve Street and extending in

a Southerly direction to a point two chains South of Brighton Road, and to a width of one half-mile from the high water mark.

Given under my hand and the Public Seal of the said State, at Perth, this 19th day of May, 1948.

By His Excellency's Command,

A. V. R. ABBOTT,
Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1947.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

File 609/39, Ex. Co. 983.

WHEREAS by section 9 of the Fisheries Act, 1905-1947, it is provided that the Governor may, by Proclamation, prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters, by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified term: Now, therefore, I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:—

That all that portion of Western Australian waters defined in the Schedule hereto shall be closed against the use of fishing nets for a term of three years as from and inclusive of the date of publication of this Proclamation in the *Government Gazette*.

Schedule.

That portion of Western Australian ocean waters lying to the South and South-East of a line drawn from the Northernmost extremity of Robert Point to a point on the ocean foreshore lying one-half mile North-East of the bar at the entrance to Peel's Inlet, wherever such bar may be.

Given under my hand and the Public Seal of the said State, at Perth, this 19th day of May, 1948.

By His Excellency's Command,

A. V. R. ABBOTT,
Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1947.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

File 1606/25, Ex. Co. 984.

WHEREAS by section 9 of the Fisheries Act, 1905-1947, it is provided that the Governor may, by Proclamation, prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters, by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified term: Now, therefore, I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:—

That all that portion of Western Australian waters defined in the Schedule hereto shall be closed against the use of fishing nets for a term of three years as from the date of gazettal of this Proclamation.

Schedule.

Taylor's (Nannarup) Inlet: The whole.

Given under my hand and the Public Seal of the said State, at Perth, this 19th day of May, 1948.

By His Excellency's Command,

A. V. R. ABBOTT,
Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Game Act, 1912-1913.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

File 1672/24, Ex. Co. 852.

WHEREAS it is provided by the Game Act, 1912-1913, that the Governor may, by Proclamation, declare from time to time that any bird or animal indigenous to Western Australia shall be at all times strictly preserved either generally throughout the State or in any one or more portions thereof, and that the Governor may in like manner exempt from the operation of any such declaration under the said Act any defined locality: And whereas by a Proclamation dated 30th July, 1924, it is provided that the portions of the State and localities defined in the Schedule thereto shall be a reserve for Grey Kangaroos, known scientifically as *Macropus giganteus*: And whereas it is desirable to exempt from the operations of the said Proclamation a defined locality: Now, therefore, I, the said Lieutenant-Governor, in exercise of the power aforesaid, do hereby and with the advice and consent of the Executive Council, exempt from the operations of the aforesaid Proclamation and the declaration contained therein all those localities mentioned and defined in the Schedule hereto as from 1st June, 1948, until 31st May, 1949.

Schedule.

All that area of the State lying to the Eastward of a straight line drawn from Lake Magenta, in the Roe Land District, to the mouth of the Fitzgerald River.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

A. V. R. ABBOTT,
Minister for Fisheries.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 5004/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to vest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Nugadong Agricultural Area Lot 20, as registered in the Office of Titles, Volume 1025, Folio 726: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation vest in His Majesty, his heirs and successors, Nugadong Agricultural Area Lot 20 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL. } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 74/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Williams Locations 3664 and 7234 and Avon Location 5665 (Certificate of Title, Volume 1096, Folio 131), Avon Locations 3570, 4390 and 5917 (Certificate of Title, Volume 1096, Folio 132) and Williams Locations 4421, 4422, 4423, 4426, 4614, 4900 and 5899 (Certificate of Title, Volume 1096, Folio 133): Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Avon Locations 5665, 3570, 4390 and 5917, and Williams Locations 3664, 7234, 4421, 4422, 4423, 4426, 4614, 4900 and 5899 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL. } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 134/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Nelson Locations 1750, 1751 and 3106, as registered in Certificate of Title, Volume 1058, Folio 303, and Nelson Locations 3583, 3615 and 6157, as registered in Certificate of Title, Volumes 1013, 1023 and 1052, Folios 870, 247 and 750, respectively: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Nelson Locations 1750, 1751, 3106, 3583, 3615 and 6157 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL. } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 499/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Nelson Locations 878, 879, 880, 881 and 885, as registered in Certificate of Title, Volume 703, Folio 169, and Nelson Locations 876 and 931, as registered in Certificate of Title, Volumes 429 and 1010, Folios 87 and 136, respectively: Now, therefore I, the Lieutenant-Governor, with

the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Nelson Locations 878, 879, 880, 881, 885, 876 and 931 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL. } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 722/29.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Nelson Location 3950, as registered in the Office of Titles in Volume 1104, Folio 770: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Nelson Location 3950 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL. } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 3620/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Ninghan Locations 85, 121 and 1292, as registered in Certificates of Title, Volumes 1030, 1043 and 1078, Folios 650, 184 and 574, respectively, and portion of Ninghan Location 1282, as registered in Certificate of Title, Volume 1092, Folio 649: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Ninghan Locations 85, 121, 1292 and portion of Ninghan Location 1282 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL. } tinguished Order of Saint Michael and Saint
Lieutenant-Governor. } George, Lieutenant-Governor in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 4680/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his

former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of portion of Avon Location 10052 and being lots 32, 64, 65, 68 and 69 on Plan 2953, as registered in Certificate of Title, Volume 793, Folio 128, and portion of Avon Location 10052 and being lots 82 to 88, inclusive, 91, 92, 93 and 98 on Plan 3671, as registered in Certificate of Title, Volume 793, Folio 129: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, portions of Avon Location 10052 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

Corr. No. 5009/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of portion of Victoria Location 1656, the subject of Diagram 8032, as registered in Certificate of Title, Volume 1009, Folio 472, and (firstly) portion of each of Victoria Locations 1077, 1594, 2117, 2163 and 2353, being part of the land on Plan 4991, (secondly) Victoria Location 2897, (thirdly) Victoria Locations 2875 and 2913, (fourthly) Victoria Location 1079 and (fifthly) Victoria Locations 617, 621, 623, 1073, 1236, 1292, 1647, 2161 and portions of each of Victoria Locations 994 and 1181, as registered in Certificate of Title, Volume 1108, Folio 10: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Victoria Locations 2897, 2875, 2913, 1079, 617, 621, 623, 1073, 1236, 1292, 1647, 2161, and portions of Victoria Locations 1656, 1077, 1594, 2117, 2163, 2353, 994 and 1181 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

Corr. No. 5950/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Coolup Agricultural Area Lots 170, 171, 172 and 173, as registered in Certificate of Title, Volume 1084, Folio 636, Coolup Agricultural Area Lots 189 and 190, as registered in Certificate of Title, Volume 1099, Folio 148, and Coolup Agricultural Area Lots 150, 149 and 132, as registered in Certificates of Title, Volumes 731, 998 and 998, Folios 165, 174 and 175, respectively: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Pro-

clamation revest in His Majesty, his heirs and successors, Coolup Agricultural Area Lots 170, 171, 172, 173, 189, 190, 150, 149 and 132 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

The Land Act, 1933-1946.

PROCLAMATION (Resumption)

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

Corres. No. 8743/97.

WHEREAS by section 109 of the Land Act, 1933-1946, the Governor may resume for any purpose as in the public interest he may think fit, any portion of land held as a Pastoral Lease; and whereas it is deemed expedient that the portion of Pastoral Lease 394/1094, as described in the First Schedule hereunder should be resumed for an Aerial Landing Ground, and the portion of Pastoral Lease 394/1094, as described in the Second Schedule hereunder should be resumed for a Common: Now, therefore I, Sir James Mitchell, Lieutenant-Governor, with the advice and consent of the Executive Council, do by this my Proclamation resume the portions of Pastoral Lease 394/1094 for the purposes aforesaid.

First Schedule.

All that portion of Pastoral Lease 394/1094, containing about 812 acres, bounded by lines starting from a point situated about 336 deg. 30 min. about 5 chains 4 links from the 249-mile post on the Great Northern Highway and extending about 156 deg. 30 min. about 150 chains 50 links along the South-Western side of the said Highway; thence West about 106 chains 60 links; thence about 2 deg. about 37 chains 40 links and about 24 deg. about 110 chains 36 links to the starting point. (Plans 186/80 and 41/300.)

Second Schedule.

All that portion of Pastoral Lease 394/1094, containing about 168 acres, bounded by lines starting from a point on the common boundary between Reserve 11342 and the said pastoral lease situated East about 139 chains from the South-Eastern side of the Mullewa-Cue Railway Reserve and extending East about 86 chains; thence South about 20 chains, West about 86 chains and North about 20 chains to the starting point. (Plan 186/80.)

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

Corr. No. 4905/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Avon Locations 17277 and 13588, as registered in the Office of Titles, Volume 1039, folios 454 and 455, respectively:

Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Avon Locations 17277 and 13588 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

Corr. No. 13722/04.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Northampton Town Lot 197, registered in the Office of Titles in Volume 52, Folio 86: Now, therefore I, the Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Northampton Town Lot 197 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

ROAD DISTRICTS ACT, 1919-1947.

Angusta-Margaret River Road District.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

P.W. 503/44.

WHEREAS it is enacted by section 5 of Road Districts Act, 1919-1947, that for the purposes of the said Act the word "Town" or "Townsite" means and includes inter alia any land (including privately owned subdivided land) which the Governor may see fit, as he is thereby empowered, to declare by Proclamation, to be a Town or Townsite for the purposes of the said Act; and whereas all that land, situate within the Angusta-Margaret River Road District, more particularly described, defined and delineated in the Schedule hereunder, is land which the Governor may by virtue of section 5 of the said Act declare by Proclamation to be a Town or Townsite for the purposes of the said Act: Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council, and in exercise of the power conferred upon me by the said Act, and of all other powers in this behalf enabling me, do hereby declare that all that land situate within Angusta-Margaret River Road District, more particularly described, defined and delineated in the Schedule hereto, shall be a Townsite, to be known as "Cowaramup East" within the meaning and for the purposes of the Road Districts Act, 1919-1947.

Schedule.

All that piece and parcel of land bounded by lines commencing on the North-Western boundary of Sussex Location 1720 at a point situated 27 deg. 17 min. 13 chains 20 links and 57 deg. 17 min. 3 chains 99.9 links from its Western corner and extending Eastward through said location to the Westernmost corner of location 3177;

thence North-Eastward along the North-Western boundary of the latter location to the South-Western boundary of location 1585; thence South-Eastward one chain 51.3 links along part of said boundary of location 1585; thence 44 deg. 22 min. 3 chains 50 links to and along a South-Eastern boundary of lot 12 in a subdivision of said location 1585 as recorded in Lands Titles Office Field Book No. 12513; thence North-Westward along the North-Eastern boundaries of lots 12 to 5 inclusive, and North-Eastward and North-Westward along the boundaries of lots 2 and 1 in the said subdivision to the Western side of Bussell Highway; thence Westward through location 1700 to a North-Eastern corner of location 1720 on the South-Western boundary of the former location; thence Westward through location 1720 to the intersection of the production South-Eastward of the North-Eastern boundary of the Cowaramup Townsite with its North-Western boundary; thence South-Westward along part of the North-Western boundary of said location 1720 to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of May, 1948.

By His Excellency's Command,

(Sgd.) A. F. WATTS,
Minister for Local Government.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1947.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.
JAMES MITCHELL,
Lieutenant-Governor.
[L.S.]

F. and S. 623/36, Ex. Co. 911.

WHEREAS it is enacted by section 116 of the Factories and Shops Act, 1920-1947, that the expression "Public Holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore, I, the said Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Monday the 7th day of June, 1948, shall be a public holiday throughout the State for the purposes of section 116 of the Factories and Shops Act, 1920-1947, and all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses, shall be closed.

Given under my hand and the Public Seal of the said State at Perth, this 13th day of May, 1948.

By His Excellency's Command,

L. THORN,
Minister for Labour.

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 13th day of May, 1948, the following Orders in Council were authorised to be issued:—

The Child Welfare Act, 1947.

ORDER IN COUNCIL.

Ex. Co. 934, C.W.D. 1072/38.

WHEREAS by section 19 (2) of the Child Welfare Act, 1947, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court and may determine the respective seniorities of such members: Now, therefore, His Excellency the Lieutenant-Governor by and with the advice and consent of the Executive Council doth hereby appoint the persons named in the Schedule hereto to be members of the Children's Court at the place mentioned:—

Schedule.

Menzies—Mr. Herbert Keene Mitchell and Mr. Charles Gilbert.

R. C. GREEN,
Acting Clerk of the Council.

The Land Act, 1933-1946.

ORDER IN COUNCIL.

Corr. No. 4760/95.

WHEREAS by section 33 of the Land Act, 1933-1946, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 3206 should vest in and be held by the Hall's Creek Road Board in trust for the purpose of Common and Recreation: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Hall's Creek Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Land Act, 1933-1946.

ORDER IN COUNCIL.

Corr. No. 5645/24.

WHEREAS by section 33 of the Land Act, 1933-1946, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 18831 should vest in and be held by the Manjimup Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Manjimup Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Land Act, 1933-1946.

ORDER IN COUNCIL.

Corr. No. 2625/36.

WHEREAS by section 33 of the Land Act, 1933-1946, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 22407 should vest in and be held by the Collie Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Collie Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Land Act, 1933-1946.

ORDER IN COUNCIL.

Corr. No. 8743/97.

WHEREAS by section 33 of the Land Act, 1933-1946, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 22799 should vest in and be held by the Mt. Magnet Road Board in trust for the purpose of an Aerial Landing Ground: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest

in and be held by the Mt. Magnet Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Land Act, 1933-1946.

ORDER IN COUNCIL.

Corr. No. 5996/47.

WHEREAS by section 34 of the Land Act, 1933-1946, it is made lawful for the Governor, by Order in Council, without issuing any deed of grant, to place any reserve under the control of any municipality, road board, or other person or persons, as a Board of Management, and to empower such board to make, repeal, and alter by-laws for the control and management of such reserves, and prescribe fees for depasturing thereon or other use thereof, and for other purposes, such by-laws to be approved by the Governor and published in the *Government Gazette*; and whereas it is deemed expedient that reserve A22798, for the Conservation of Native Flora at Kalamunda should be placed under the control of the Darling Range Road Board as a Board of Management: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby place the beforementioned reserve under the control of the Darling Range Road Board as a Board of Management, and doth empower such Board to make, repeal, or alter by-laws for the control and management of the said reserve; for prescribing fees for depasturing thereon or other use thereof; for directing the manner in which such fees shall be imposed, paid, collected, and disposed of, and to impose penalties not exceeding in any case £5 for any breach thereof, and £2 a day for a continuing breach, but not more than £20 in the aggregate.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Land Act, 1933-1946.

ORDER IN COUNCIL.

Corr. No. 6879/47.

WHEREAS by section 33 of the Land Act, 1933-1946, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 22801 should vest in and be held by the Mt. Magnet Road Board in trust for the purpose of a Racecourse: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Mt. Magnet Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

Closure of Ora Banda Cemetery.
Cemeteries Act, 1897-1946.

ORDER IN COUNCIL.

Corr. 2862/12.

WHEREAS by the provisions of the Cemeteries Act, 1897-1946, it is made lawful (in case it should appear to the Governor that burials in any cemetery under any law relating to public cemeteries or other burial grounds or place of burial whatsoever should be wholly discontinued) for the Governor by order to be published in the *Government Gazette*, to direct that, after a time mentioned in such order (not being less than three months from the date thereof), burials in such cemetery or burial place, ground or place of burial shall be discontinued wholly, or subject to any exception or qualification; and whereas it has been made to appear to the Governor that it is advisable that all burials should be discontinued in the Ora Banda Cemetery (reserve 14123), except in graves at present owned by private

persons: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that from and after the 31st day of August, 1948, burials within the limits of the said cemetery and burial ground, Ora Banda, shall be wholly discontinued, except in cases where the special permission of the said Lieutenant-Governor be first obtained.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Forests Act, 1918.

ORDER IN COUNCIL.

Forests File 460/35, Lands File 722/29.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council declare any Crown lands as State Forests within the meaning and for the purpose of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, doth hereby declare Nelson Location 3950 as an addition to State Forest No. 39 within the meaning and for the purpose of the Forests Act, 1918. (Plan 442B/40, F2.)

(Sgd.) R. GREEN,
Acting Clerk of the Council.

The Water Boards Act, 1904-1947.

Bunbury Water Area.

ORDER IN COUNCIL.

P.W.W.S. 447/38.

WHEREAS by the Water Boards Act, 1904-1947, the Governor is empowered by Order in Council to alter or extend the boundaries of a water area: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby extend the boundaries of the Bunbury Water Area to the extent set forth in the Schedule hereto.

This Order in Council shall take effect on the 13th day of May, 1948.

Schedule.

All that portion of land bounded by a line starting from the South-Western corner of location 4450 and extending North-Easterly along the Western boundaries of locations 4450 and 4442 to the Northern side of Clarke Street; thence Easterly along the Northern side of Clarke Street to the Eastern side of Eccleston Street; thence Southerly along the Eastern side of Eccleston Street to its South-Eastern extremity; thence Westerly and along the Southern boundary of lot 8 of location 494 to the Eastern boundary of reserve 153 of location 4354; thence Northerly along portion of the Eastern boundary of reserve 153 of location 4354 to the Northern boundary of the said reserve 153, and thence Westerly along the Northern boundary of reserve 153 of location 4354 to the starting point.

(Sgd.) R. C. GREEN,
Acting Clerk of the Council.

Workers' Compensation Act, 1912-1944.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 10 of the Workers' Compensation Act, 1912-1944, that it shall be obligatory for every employer to obtain from an incorporated insurance office, approved by the Minister, a policy of insurance for the full amount of the liability to pay compensation under this Act to all workers employed by him, but that if an employer proves to the satisfaction of the Minister that such employer has established a fund for insurance against such liability and has deposited at the Treasury securities charged with all payments to become due under such liability the Governor may by Order in Council exempt such employer from the operation of the said section 10: And whereas Amalgamated Collieries of W.A. Limited, of St. George's Terrace, Perth, is an employer within the meaning of the said Act, and as such is subject to the provisions of the said section 10, and has made application duly in accordance with the said Act and the

regulations made thereunder for exemption from the operations of the said section, and has satisfied the Minister that it has established a fund for insurance against its liability to pay compensation under the said Act to all workers employed by it, and has deposited at the Treasury securities, to wit, a bond by the Bank of New South Wales of Perth, charged with all payments to become due by the company under the said liability: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the power conferred by section 10 of the said Act, doth hereby exempt Amalgamated Collieries of W.A. Limited from the operation of section 10 of the Workers' Compensation Act, 1912-1944, for a period of two years from and including the 1st day of March, 1948.

(Sgd.) R. GREEN,
Acting Clerk of the Executive Council.

AT a meeting of the Executive Council, held in the Executive Council Chamber, at Perth, the 19th day of May, 1948, the following Order in Council was authorised to be issued:—

Health Act, 1911-1941.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 19 of the Health Act, 1911-1944, that the Governor in Executive Council may alter the boundaries of any Health District constituted under the said Act: And whereas it is desired to alter the boundaries of the Fremantle Health District, which was so constituted and which Health District includes Rottnest Island, by excluding therefrom the said Island: Now, therefore, His Excellency the Lieutenant-Governor of Western Australia, by and with the advice and consent of the Executive Council, doth hereby alter the boundaries of the said Health District in the manner following, that is to say:—To exclude from the Fremantle Health District the territory of Rottnest Island.

This Order in Council shall take effect on and from the date of publication in the *Government Gazette*.

R. C. GREEN,
Acting Clerk of the Executive Council.

Premier's Office,
Perth, 17th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased under section 33 of the University of Western Australia Act, 1911-1944, to approve of University Amending Statute No. 1 of 1948 (Amendment to Statute No. 18) as passed by the Senate and the Convocation of the University, and copy of which is shown hereunder.

R. GREEN,
Acting Under Secretary,
Premier's Department.

JUSTICE OF THE PEACE.

Premier's Department.
Perth, 19th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Wallace David Edgar, Esquire, of 84 Lawley Crescent, Mt. Lawley, as a Justice of the Peace for the Perth Magisterial District.

R. GREEN,
Acting Under Secretary,
Premier's Department.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 18th May, 1948.

THE following appointments, etc., have been approved:—

Receivers of Revenue—Trsy. No. 29/45.—Messrs. G. V. Jones and D. Pollard for the Land Resumption Office of the Public Works Department and the appointment of Mr. K. Dungev is hereby cancelled; Mr. Alan Schroder for the Water Supply at York in place of R. J. Chant,

Certifying Officers—Trsy. No. 56/45.—Mr. E. J. S. Thompson for the Railway Department for the period 19th April to the 15th May, 1948; Trsy. No. 16/39—Mr. W. D. Joll for the Treasury, Mines and Education Departments for the period 10th to the 24th May, 1948; Trsy. File No. 56/45—Messrs. G. W. Fruin and T. W. Brodie for the Railway Department, as from the 14th

and 16th April, 1948, respectively, and the appointments of Messrs. L. T. Hickey and H. T. B. Jones have been cancelled as from the 14th and 16th April, 1948, respectively.

A. J. REID,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
			1948
Lands and Surveys	Accountant (Item 411) †	Class C-II-1/2 Margin £397-£501	22nd May.
Public Health	Matron, Lemnos Hospital*	Class G-II-6/7 Margin £181-£237 (Limit fixed £223)	26th May.
Public Works	Auditor and Inspector, Local Government Office † ...	Class C-II-3/4 Margin £293-£371	29th May.
Do. do.	Junior Auditor and Inspector	Class C-II-5/6 Margin £209-£279 (Limit fixed £265)	do.
Crown Law	Assistant in Charge Receiving Room, Land Titles Office, Item 1821	Class C-II-4 Margin £293-£319	do.
Do. do.	Clerk to Commissioner, Item 1822	Class C-II-5 Margin £251-£279	do.
Do. do.	Endorsing Clerk, Item 1832	Class C-II-8 Margin £139-£167	do.
Do. do.	Clerk of Courts, Carnarvon	Class C-II-6 Margin £209-£237 (limit £223)	5th June.
Lands and Surveys	Clerk, Accounts Branch (Item 436)	Class C-II-8 Margin £139-£167	do.
Do. do.	Clerk, Accounts Branch (Item 431)	Class C-II-8 Margin £139-£167	do.
Public Works	Clerk, Accounts Branch (Item 1060)	Class C-II-8 Margin £139-£167	do.
Education	Chief Clerk	Class C-II-2 Margin £397-£449	do.
Public Health	Clerk-in-Charge, Health (Item 917)	Class C-II-4 Margin £293-£319	do.
Education	Inspector of Schools (4 positions)* † §	P-I-12 £787-£943	12th June.
Do.	Superintendent of Secondary Education*	P-I-9 £904-£1,112	do.

*Applications called under Section 29.

† The possession of an accountancy qualification by examination will be regarded as an important factor when judging efficiency under Section 38 of the Public Service Act.

‡ It is intended that a District Inspector shall assist in the inspection of Secondary Schools under the supervision of the Superintendent of Secondary Education.

§ Salaries are plus basic wage allowance £40 per annum in the Metropolitan Area, £40 in the South-West Land Division and £60 in Other Districts.

Applications are called under section 38 of the Public Service Act, 1904, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

S. A. TAYLOR, Public Service Commissioner.

Public Service Commissioner's Office,
Perth, 19th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the following appointments, etc.:-

Ex. Co. 906, P.S.C. 122/48—F. E. McCaw, Clerk of Courts, Midland Junction, Crown Law Department, to be Clerk of Industrial Court, Class C-II-5, limit fixed intermediate grade, as from 13th May, 1948.

Ex. Co. 906, P.S.C. 292/48—K. Brigatti, Clerk, Metropolitan Water Supply Department, to be Clerk (Search), Class C-II-8, as from 13th May, 1948.

Ex. Co. 906, P.S.C. 1047/47—R. N. Dillon, Clerk, Public Works Department, to be Clerk, Hydraulic Engineer's Branch, Class C-II-7, as from 13th May, 1948.

Ex. Co. 906, P.S.C. 417/47—David Robert Hubert Thackrah, under section 28 of the Public Service Act,

to be Junior Clerk, Northam, Crown Law Department, as from 1st November, 1947.

Ex. Co. 906, P.S.C. 232/47—Horace Edmund Annear, under section 28 of the Public Service Act, to be Junior Clerk, Kalgoorlie, Public Works Department, as from 3rd September, 1947.

Ex. Co. 705, P.S.C. 107/46—R. G. Marriott, Clerk, Child Welfare Department, to be Clerk (Welfare Officer), Class C-II-6, as from 14th April, 1948.

Ex. Co. 906—Bernard Boettcher, a District Inspector under the Timber Industry Regulation Act, 1926-1948, as an officer of the Forests Department pursuant to section 13 of the Forests Act, 1918.

Ex. Co. 906—R. V. Neville, to be a member of the Magisterial Examinations Board.

Also of the acceptance of the following resignations:-

Ex. Co. 906—H. D. Moseley, as a member of the Magisterial Examinations Board.

Ex. Co. 811—I. M. Hawkins, Senior Comptometrist, Forests Department, as from 18th May, 1948.

And has transferred the following item:—

Ex. Co. 906—Item 2275 (1946 Public Service List). Medical Inspector, Native Affairs Department, Class P-I-8, at present vacant, from the Native Affairs Department to the Public Health Department.

And has approved of the creation, under section 37 of the Public Service Act of an office in the Clerical Division attached to the Crown Law Department, as Clerk of Courts, Carnarvon, classification C-II-6, (limit fixed intermediate grade), and has amended the classification of item 1477 (1946 Public Service List) from Resident Magistrate and Clerk of Courts, Carnarvon, Class P-I-15, to Resident Magistrate, Carnarvon, Class P-I-14.

Ex. Co. 898, P.S.C. 236/48.

HIS Excellency the Lieutenant-Governor in Executive Council has approved, under section 9 (2) of the Public Service Act, the following re-arrangement of offices and officers of the Education Department:—

1. The creation of the following positions:—

(a) Superintendent of Primary Education, classification P-I-9.

(b) Superintendent of Secondary Education, classification P-I-9.

(c) Inspector (three positions), one position as Inspector, Secondary Education, and two positions as Inspector, Primary Education, classification P-I-12.

(d) Chief Administrative Officer, classification A-I-11.

(e) Chief Clerk, classification C-II-2.

2. The appointment of the undermentioned officers to the newly created positions mentioned in each case:—

(a) Mr. T. S. Edmondson, as Superintendent of Primary Education, at his present rate of salary.

(b) Mr. E. C. F. O'Mahony, as Chief Administrative Officer at the salary of £826 per annum, as from a date to be fixed by the Public Service Commissioner.

3. The abolition of the following positions:—

(a) Item 1940 (1946 Public Service List), Chief Inspector of Schools.

(b) Item 1355 (1946 Public Service List), Secretary.

AMENDMENT OF CLASSIFICATION.

Item No.—917 (1946 P.S. List); Name of Officer—Vacant; Title of Office—Public Health Department: Clerk in Charge (Health); Division, Group and Class—C-II-3; Amended: Division, Group and Class—C-II-4.

S. A. TAYLOR,
Public Service Commissioner.

PUBLIC TRUSTEE ACT, 1941-1947.

Crown Law Department,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to the provisions of section 64 of the Public Trustee Act, 1941-1947, has been pleased to amend the regulations made under the said Act and published in the *Government Gazette* on the 26th June, 1942; 20th November, 1942; 9th July, 1943; 21st January, 1944; 19th May, 1944, and 12th December, 1947, in the manner mentioned in the Schedule hereunder.

H. B. HAYLES,
Under Secretary for Law.

Schedule.

Regulation 6 of the abovementioned regulations is amended by inserting between the words "the commission" at the commencement of subparagraph (i) of paragraph (a) of the said regulation, the words "gross capital."

Crown Law Department,
Perth, 20th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council pursuant to section 46 of the Industrial Arbitration Act, 1912-1941, and in view of the illness and absence of Edward Arthur Murphy, the President of the Court of Arbitration, has nominated Gregory James Boylson, a person qualified to be appointed a Judge of the Supreme Court of Western Australia, to act as President of the said Court during the absence of the said Edward Arthur Murphy.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the retirement of Henry Doyle Moseley Esquire, Stipendiary Magistrate, as from the 4th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has cancelled the appointment of Walter Wheelton, of Albany, as a sworn valuator under the Transfer of Land Act, 1893-1946.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the undermentioned appointments:—

Alfred Norman Deas as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Coolgardie, during the absence on leave of Bernard Michael Smith.

Constable Herbert Clifford Catt as Clerk of the Local Court and Clerk to Magistrates, Donnybrook, *vice* Constable S. N. Regan, transferred.

THE Hon. Attorney General has approved of the undermentioned appointments:—

Percival Allan Holywell, North Perth, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

Constable E. D. Nicholson as Bailiff of the York Local Court at Quairading *vice* Constable A. G. Ridley, transferred.

Constable L. W. Menhennett as Acting Bailiff of the Busselton Local Court at Margaret River, during the absence on leave of Constable R. C. Pearce.

Constable Herbert Clifford Catt as Bailiff of the Donnybrook Local Court *vice* Constable S. N. Regan, transferred.

Constable W. A. Dickinson as Acting Bailiff of the Bumbury Local Court at Yarloop, during the absence on leave of Constable P. L. Pollett.

H. B. HAYLES,
Under Secretary for Law.

THE INDUSTRIAL ARBITRATION ACT, 1912-1941.

Crown Law Department,
Perth, 13th May, 1948.

IT is hereby notified for general information that His Excellency the Lieutenant-Governor in Executive Council, acting under section 109 of the Industrial Arbitration Act, 1912-1941, and on the recommendation of the Court of Arbitration constituted under that Act, has been pleased to appoint Mr. J. Walsh in place of Mr. Charles Harold Golding, who has vacated the office, as Workers' Representative on the Industrial Board constituted by His Excellency the Lieutenant-Governor under section 109 of the said Act, for the calling and industry referred to in the matter wherein Australian Workers' Union, Westralian Branch, Industrial Union of Workers is applicant and the Minister for Works, the Minister for Lands, the Commissioner for Main Roads and the Commissioner of Railways are respondents.

Notice of the appointment of the said Industrial Board was published in the *Government Gazette* of the 3rd October, 1947, at page 1894.

H. B. HAYLES,
Under Secretary for Law.

THE HOSPITALS ACT, 1927.

Department of Public Health,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has:—

P.H.D. 507/29—Accepted the resignation of A. Ridley from the Quinradrig District Hospital Board.

P.H.D. 3156/23—Cancelled the appointment of Mrs. R. Holland as a member of the Wagin and District Hospital Visiting and Advisory Committee, under section 25.

P.H.D. 3156/23—Appointed Dr. C. Christie and the Reverend Bromilow to be members of the Wagin and District Hospital Visiting and Advisory Committee.

P.H.D. 484/43—Appointed L. W. Gilseman to be a member of the Woorloo Sanatorium Colony Committee, *vice* C. O'Donnell, resigned, under section 25.

H. T. STITFOLD,
Under Secretary.

THE HOSPITALS ACT, 1927.

Department of Public Health,
Perth, 19th May, 1948.

P.H.D. 429/31.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint A. Sanders and J. A. Maisey to be members of the Dowerin Hospital Board for the period ending 31st July, 1948, *vice* C. W. Jones and Mrs. C. W. Jones, resigned.

H. T. STITFOLD,
Under Secretary.

THE HEALTH ACT, 1911-1944.

Municipality of Claremont—Health By-laws (Eating Houses).

WHEREAS under the provisions of the Health Act, 1911-1944, a local authority may make by-laws and may amend, repeal or alter any by-laws so made; and whereas the Council of the Municipality of Claremont has made by-laws relating to eating houses published in the *Government Gazette* of 3rd April, 1947: Now therefore, the Council of the Municipality of Claremont doth hereby amend the said Eating House By-laws as follows:—

(a) The word "October" in the third line of paragraph 8 is deleted and the word "December" is substituted in lieu thereof.

(b) The word "October" in the third line of paragraph 9 is deleted and the word "December" is substituted in lieu thereof.

(c) The word "October" in the third line of the second paragraph of each of the Second and Fourth Schedules is deleted and the word "December" is substituted in lieu thereof in each case.

(d) The word "October" in the fifth line of the first paragraph of the Fifth Schedule is deleted and the word "December" is substituted in lieu thereof.

(e) The word "October" in the sixth line of the first paragraph of the Sixth Schedule is deleted and the word "December" is substituted in lieu thereof.

Passed by the Council of the Municipality of Claremont at the ordinary meeting of the Council held on the 8th day of March, 1948.

E. W. GILLETT,
Mayor.

V. G. COOPER,
Acting Town Clerk.

Approved by His Excellency the Lieutenant-Governor in Executive Council, this 19th day of May, 1948.

R. C. GREEN,
Acting Clerk of the Council.

NURSES REGISTRATION ACT, 1921-1946.

Department of Public Health,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint:—

P.H.D. 1063/44—Mary Ellen Reid to be a member of the Nurses' Registration Board for a period of three years as from 1st April, 1948, and

P.H.D. 208/46—Kathleen Mary Cockerell to be an Examiner for the Nurses' Registration Board *vice* C. Livesey, resigned.

C. E. COOK,
Commissioner of Public Health.

THE HEALTH ACT, 1911-44.

IN pursuance of the powers conferred upon me by provisions of the Health Act, 1911-44, I hereby exempt from the operation of section 30 of the said Act, the office of Inspector in the Plantagenet Road Board District up to and including the 31st December, 1948.

A. NEAVE KINGSBURY,
Deputy Commissioner of Public Health.

THE HEALTH ACT, 1911-44.

THE following appointment made by the under-mentioned Local Health Authority is hereby approved:—

Plantagenet Road Board—Thomas McDonald to be Health Inspector until and including the 31st December, 1948.

A. NEAVE KINGSBURY,
Deputy Commissioner of Public Health.

BUNBURY HARBOUR BOARD.

Amendment of Regulations.

PURSUANT to section 61 of the Bunbury Harbour Board Act, 1909, the Bunbury Harbour Board hereby amends the regulations of the Board made under the said Act as follows—

Regulation No. 3.

Regulation 3 is amended by deleting the words "and between 9 a.m. and 12 o'clock, noon, on Saturday."

Regulation No. 132.

Regulation 132 is amended by deleting the words "and on Saturdays the hours from 8 a.m. till noon."

Adopted and passed by the Bunbury Harbour Board Members at a meeting of the said members held the 16th day of March, 1948.

The Common Seal of the Bunbury Harbour Board was at the same time affixed and impressed by order and in the presence of—

(Sgd.) W. McKENNA,
Chairman.

(Sgd.) F. GUTHRIE,
Member.

(Sgd.) C. DONALDSON,
Secretary.

[L.S.]

Approved by His Excellency the Lieutenant-Governor in Executive Council, this 13th day of May, 1948.

R. GREEN,
Acting Clerk of the Council.

CHILD WELFARE DEPARTMENT.

C.W.D. 772/27, Ex. Co. 959.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint under section 16 of the Child Welfare Act, 1947, of Rev. Brother William Thomas McGee as manager of Castledare Junior Orphanage, Queen's Park, *vice* Rev. Brother T. I. Dowd, transferred and Rev. Brother Francis Paul Keaney as manager of St. Joseph's Farm and Trades School, Bindoon, *vice* Rev. Brother William Thomas McGee, transferred.

H. T. MEMINN,
Secretary, Child Welfare Department.

Department of Native Affairs,
Perth, 17th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve under section 12 of the Native Administration Act, 1905-41 (Reprinted), of the appointment of Samuel Lewis Hore Currie as Acting Superintendent of the Moore River Native Settlement and Native Reserve No. 16833 as from the 24th January, 1948, *vice* Stanley Lloyd Webb, dismissed.

C. L. McBEATH,
Acting Commissioner of Native Affairs.

DECEASED NATIVE'S ESTATE.

Annie, late of Anna Plains Station, South of Broome, who died on the 8th September, 1944, at Anna Plains Station.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased native, which is being administered by me under section 36 of the Native Administration Act, 1905-1941, are hereby requested to send particulars of such claims or demands in writing to me before the 13th day of June, 1948, after which date I shall proceed to distribute the assets of the said deceased native among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 12th day of May, 1948.

C. L. McBEATH,
Acting Commissioner of Native Affairs.

POLICE ACT, 1892 (SECTION 76).

THE following unclaimed Found Property will be sold by Public Auction at Geraldton Police Station on the 18th June, 1948.

(Sgd.) J. DOYLE,
Commissioner of Police.

18/5/48.

Child's scooter (painted red).
Tobacco pouch.
One Goodyear motor tube (worn).
Steel box containing motor tools.

Sheepskin coat and two towels.
Two grey blankets and lady's overcoat.
One pair leather sandals (new).
Lady's white belt.
One pair sun glasses.
One brown sports coat (worn).
One necktie.
One brown leather purse.
One bottle methylated spirits.
One Sin. Crescent spanner.
Blue striped shirt, 14in.
Pair child's sandals, size 7.
Gent's bicycle painted black.
Snitcase containing old clothing.
Goodyear tyre, 650 x 16.
Bicycle pump.
Two charts of Abrolhos Islands.
One attache case.
One pair spectacles in case.
Sundry clothing and shaving outfit.
12ft. rubber garden hose.
One leather motoring glove.
Pair spectacles in case.
One motor cycle tyre (Dunlop).
One white blanket.
One lady's chain necklet.
One gent's wristlet watch, chrome, make "Pierce."
One pair blue dungaree trousers.
School bag containing quantity of assorted tools.
Army haversack containing quantity of shell.
18ft. garden hose, rubber.
1 khaki shirt.

LAND ACT, 1933-1946.

War Service Land Settlement Agreement Act, 1945.

IT is hereby notified that the following land has been set apart for development and disposal as holdings under the War Service Land Settlement Agreement Act to eligible persons exclusively.

Applications will be restricted to those eligible ex-servicemen to whom notification has been sent by the Board. Applications must be lodged at the office of the Department of Lands and Surveys on or before the 31st May, 1948. All applications received on or before that date will be treated as having been received on the closing day, and if there are more applications than one for any holding, the Allotment Board shall determine who shall be the successful applicant.

Holdings will be allotted under Perpetual Leasehold tenure.

The half-yearly rental shown, represents the rental for the whole of the land included in the farm and such non-structural improvements as have been completed or will be completed in order to bring the carrying capacity to 40 cow units, according to Commonwealth standards. If non structural improvements in excess of those required for the 40 cow unit carrying capacity have been effected or are carried out during the establishment period, some increase in the rental referred to will be necessary on the second valuation at the end of that period, to allow for these additional improvements.

It has been decided to defer the sale of the structural improvements. In the meantime they remain the property of the Crown, and must not be removed or altered without approval in writing.

G. K. BARON HAY,
Chairman, Land Settlement Board.

SCHEDULE OF LAND SET APART FOR DEVELOPMENT AND DISPOSAL UNDER THE WAR SERVICE LAND SETTLEMENT AGREEMENT ACT.

Farm No.	District.	Location or Lot No.	Approximate area (subject to survey).	Plan	Situation.	Value Land and Non-Structural Improvements.	Rental (Half-yearly).
			Acres.			£	£ s. d.
A15a	Nelson	11921 (formerly 7999 and 8001)	380	414D/40C4	2½ miles E. Cmdlnup	2,680	33 10 0
A26	Plantagenet	4616, 4618, 4236, 4243	502	452D/40	3½ miles N.W. Williams Bay	2,080	33 10 0
A51a	Wellington	600, 3926	345	414A/40	3½ miles N. Beclerup	2,800	35 0 0
A51b	Wellington	1493, 3925, ptn. 192, ptn. 193	388	414A/40	3½ miles N. Beclerup	2,800	35 0 0
A77a	Coolup A.A.	282 (formerly Lots 59 and 73)	317	380D/40	2½ miles W. Coolup	3,080	38 10 0
A77b	Coolup A.A.	283 (formerly Lots 60 and 61)	315	380D/40	2½ miles W. Coolup	3,080	38 10 0
A77c	Coolup A.A.	284 (formerly Lots 62 and 63)	315	380D/40	2½ miles W. Coolup	3,080	38 10 0

SCHEDULE—continued.

Farm No.	District.	Location or Lot No.	Approximate area (subject to survey).	Plan.	Situation.	Value Land and Non-Structural Improvements.	Rental (Half-yearly).
			Acre.			£	£ s. d.
A192	Sussex	2840 and 3088	348	440D/40	8 miles E. Margaret River	2,720	34 0 0
A199	Nelson	10325, ptn. 10326	338	443D/40	13 miles N.E. Northcliffe	2,640	33 0 0
A200	Nelson	10065, ptn. 10064	262	442B/40	9 miles N.W. Pemberton	2,720	34 0 0
A213	Nelson	10092, 10093, 10094, ptn. 10095	266	442B/40	10 miles N.W. Pemberton	2,720	34 0 0
A224	Plantagenet Denmark	5518, 541, 542	391	452D/40	11 miles N.W. Denmark	2,720	34 0 0
A225	Denmark	662, 663, 664, 692	331	452D/40	11 miles N.W. Denmark	2,720	34 0 0
A227	Sussex	1540	314	440D/40	4½ miles S.E. Karridale	2,800	35 0 0
A234	Sussex	1541	230	441/80	5 miles S.E. Karridale	2,760	34 10 0
A239	Nelson	9584, 9585, 9586	234	442B/40	5 miles N. Pemberton	2,800	35 0 0
A240	Nelson	10321, 10327, ptn. 10323, ptn. 10326	400	443D/40	13 miles N.E. Northcliffe	2,640	33 0 0
A242	Nelson	10310, 10311, ptn. 10323	363	443D/40	13 miles N.E. Northcliffe	2,640	33 0 0
A243	Sussex	806, 1187, ptn. 674	400	413/80E2	8 miles S.E. Busselton	2,720	34 0 0
A265	Plantagenet	5524, 5525	293	452D/40	6 miles N. Kent River Siding	2,520	31 10 0
A277	Hay Plantagenet	1490 4318	446	452D/40	9 miles N. Kent River Siding	2,520	31 10 0

LAND ACT, 1933-1946.

War Service Land Settlement Agreement Act, 1945.

IT is hereby notified that the following land has been set apart for development and disposal as holdings under the War Service Land Settlement Agreement Act to eligible persons exclusively.

Applications will be restricted to those eligible ex-servicemen to whom notification has been sent by the Board. Applications must be lodged at the office of the Department of Lands and Surveys on or before the 31st May, 1948. All applications received on or before that date will be treated as having been received on the closing day, and if there are more applications than one for any holding, the Allotment Board shall determine who shall be the successful applicant.

Holdings will be allotted under Perpetual Leasehold tenure.

The rents and instalments specified are based on the value of land and improvements at the date of purchase by the Crown for the War Service Land Settlement Scheme. In accordance with the provisions of the lease and Regulations, these amounts may be increased after the completion of additional Crown improvements in order to ascertain the adjusted rental and half-yearly payment for structural improvements.

G. K. BARON HAY,
Chairman, Land Settlement Board.

SCHEDULE OF LAND SET APART FOR DEVELOPMENT AND DISPOSAL UNDER THE WAR SERVICE LAND SETTLEMENT AGREEMENT ACT.

Farm No.	District.	Location or Lot No.	Approximate area (subject to survey).	Plan.	Situation.	Value Land and Non-Structural Improvements (at date of purchase by Crown).	Value Structural Improvements (at date of purchase by Crown).	Rental (Half-yearly).	Instalment Structural Improvements (Half-yearly).
			Acre.			£	£	£ s. d.	£ s. d.
A24	Avon	27206, 27207 (formerly 5337, 4756, 5184, 5548, 5898, 5922, 6227, 7270, 7493, 7806, 10472, 10800, 18542, 18548)	2,466	379C/40	7 miles W. Pin-gelly	4,350	1,960	54 7 6	54 13 10
A50a	Williams	13919 (formerly 7265, 10425 and Wickepin A.A. Lots 30, 32, 33, 34, 309, 310, 311, 364, 375, 378, 390, 417, 419)	2,250	378C/40	8 miles W. Wicke-pin. 11 miles N.E. Cuballing	5,882	1,671	73 10 0	46 12 7
A50b	Williams	13920 (formerly 2924, 3130, 3341, 3342, 3376, 3470, 3471, 4857, 5014, 6222, 7079 and Wickepin A.A. Lots 46, 57, 232, 280, 284, 318, 319, 338, 339)	2,427	378C/40	8 miles W. Wicke-pin. 10 miles N.E. Cuballing	4,369	1,415	54 12 3	39 9 9
A63	Melbourne	3406 (formerly 1036, 1038, 1814, 1815, 2624, 2625)	2,350	57/80A3	Adjoining Pia-wanang Town-ship	3,460	979	45 12 3	27 0 5

SCHEDULE—continued.

Farm No.	District.	Location or Lot No.	Approximate area (subject to survey).	Plan.	Situation.	Value Land and Non-Structural Improvements (at date of purchase by Crown).	Value Structural Improvements (at date of purchase by Crown).	Rental (Half-yearly).	Instalment Structural Improvements (Half-yearly).
			Acre.			£	£	£ s. d.	£ s. d.
A114	Avon	22848, 22849, 22854, 23362, 24226, 24517	3,498	5/30E3	12 miles E. Woznar. 18 miles N.E. Narembeen	3,100	447	38 15 0	12 9 6
A318a	Avon	27196 (formerly 1512, 2136, 2138, 2249, 2280, 9330, 12799, 16327, 17574, 18980, ptn. 2022, ptn. 3363, ptn. 4079, ptn. 12798)	1,843	3/30	8 miles from Greenhills. 16 miles N.E. York	4,989	830	62 7 3	23 3 3
A318b	Avon	27197 (formerly 274, 649, 1182, 1227, 1787, 7307, 7701, 7820, 7821, 15165, ptn. 1059, ptn. 1526, ptn. 1873, ptn. 2022, ptn. 2035, ptn. 15164)	2,139	3A/40 A2	15/16 miles from York. 7 miles from Greenhills	5,476	1,713	68 9 0	47 16 0
A318c	Avon	27198 (formerly 1374, 1386, 1959, 2034, 10845, 15163, ptn. 1873, ptn. 2035, ptn. 10846, ptn. 15164)	1,981	3/30	9 miles from Greenhills. 16 miles from York	6,129	311	76 12 3	8 13 7
A318d	Avon	27199 (formerly 524, 563, 2080, 6505, 19909, ptn. 2088, ptn. 2182, ptn. 10843, ptn. 10846)	2,104	3A/40 A182	16/17 miles N.E. York	5,300	815	66 5 0	22 14 10
A318e	Avon	27200 (formerly 504, 505, 1557, 1742, 1745, 1872, 2087, 2089, 2128, 2083, ptn. 2075, ptn. 2076, ptn. 2077, ptn. 2088, ptn. 2123)	2,345	3A/40	16/17 miles N.E. York	5,101	1,447	63 15 3	40 7 7
A319f	Avon	27201 (formerly 503, 506, 1741, 1743, 1876, 2074, ptn. 2075, ptn. 2076, ptn. 2077, ptn. 2123)	2,292	3A/40	16/17 miles N.E. York	5,609	808	70 2 3	22 11 0
A318g	Avon	27202 (formerly 2129, 6296, 6297, 6504, 8651, 8652, 9172, 10494, 10690, 11240)	2,064	3A/40 A & B1	17/18 miles N.E. York	3,068	342	38 7 0	9 11 6
A380	Kojonup	8812 (formerly 2816, 5193, 3731, 3819, 3910)	2,119	416D/40	4 miles N.E. Kojonup	3,762	1,240	47 0 6	34 12 1
A411	Avon	27209 (formerly 13794, 17397 and Kwoyhi A.A. Lots 170, 171, ptn. 197 ptn. 172)	2,957	4/80 A2-3	3 miles N. Yothong	4,982	2,020	62 5 6	56 7 4
A418a	Avon	27203 (formerly 9651, 9653, 9659, 11257, 19685, 21798, 23903)	3,076	377A/40 C2	10 miles E. Yealering	4,614	3,435	57 13 6	95 17 0
A418b	Avon	27204, 27205 (formerly 9656, 9657, 9661, 11730, 18495, 18758, 18783, 21799, 21803)	2,657	377A/40 C2	10 miles E. Yealering	4,623	1,088	57 15 9	30 7 3
A441	Avon	27208 (formerly 9718, 9719, 9720, 21768)	2,999	345C/2 80	12 miles E. Hodge's Siding	3,225	935	41 11 3	26 1 10
A434	Williams	13926 (formerly 7374, 7377, 7379, 7380, 7381, 8392, 12417, 14059)	2,677	386A/40 C1	8 miles N.W. Harrisville	4,290	715	53 12 6	19 19 1
A446	Williams	13925 (formerly 4891, 6475, 6568)	2,275	386D/40	10 miles S. Tunderhill	4,560	602	57 0 0	16 16 0

11th May, 1948.

RESERVES.

Department of Lands and Surveys,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to set apart as Public Reserves the land described in the Schedule below for the purposes therein set forth.

2345/93.

YARDARINO AGRICULTURAL AREA.—No. 22794 (Racecourse), lot No. 20 (97a.). (Plan Yardarino.) 4587/47.

ESPERANCE (Cape Le Grand).—No. 22795 (National Park). All that portion of land bounded by lines starting from a point on the low water mark of the coast of Esperance Bay in prolongation Westward of the Northernmost boundary of location 191 and extending Eastward to and along the said boundary to the North-Western corner of location 688; thence South-

ward and Eastward along boundaries of the said location 688 to its South-Eastern corner, and Northward along part of its Eastern boundary to the South-Western corner of location 880 (reserve 15151); thence Eastward along the Southern boundaries of locations 880 and 209 and onward for about 3 miles; thence about 62 deg. 30 min. 7 miles (passing through a point 40 chains North of Trig. No. 49) and about 152 deg. 30 min. to the low water mark of the coast of the Southern Ocean; thence generally South-Westward and Westward along the said low water mark to Cape Le Grand and continuing generally Northward to a point in prolongation South-Westward of the South-Eastern boundary of reserve 15287; thence generally Eastward along the Southern boundaries of reserve 15287, locations 385 and 368 to the South-Eastern corner of the latter location; thence Northward along the Eastern boundaries of locations 368, 340 and 661 to the North-Eastern corner of the last mentioned location; thence Westward along

the Northern boundaries of locations 661 and 1388 and onward to the low water mark of Esperance Bay aforesaid; thence North-Westward along the said low water mark to the starting point (including location 191 and excluding surveyed roads), (about 39,500 acres). Plans 429/80, A and B, 1 and 2, and 430/80, F 1 and 2.)

4587/47.

ISLANDS OF THE ARCHIPELAGO OF THE RECHERCHE (excepting Middle Island).—No. 22796 (Flora and Fauna). (Plans 423/80, 429/80, 430/80 and 3/300.)

1946/48.

WELLINGTON.—No. 22797 (Government Requirements), locs. Nos. 2746 and 3920, (743a. Or. 29p.). (Plan 383C/40, D 3 and 4.)

5996/47.

KALAMUNDA.—No. 22798 (Conservation of Native Flora), lot No. 373 (about 5a.). (Plan Kalamunda Townsite.)

8743/97.

WARRAMBOO (Mt. Magnet).—No. 22799 (Aerial Landing Ground). All that portion of land bounded by lines starting at a point situated about 336 deg. 30 min. about 5 chains 4 links from the 349 Mile Post on the Great Northern Highway and extending about 156 deg. 30 min. about 150 chains 50 links along the South-Western side of the said highway; thence West about 106 chains 60 links; thence about 2 deg. about 37 chains 40 links and about 24 deg. about 110 chains 36 links to the starting point (about 812a.). (Plans 186/80 and 41/300.)

5051/25.

YILGARN.—No. 22800 (Public Utility), loc. No. 1355 (50a. 1r. 28p.). (Diagram 61170, Plan 36/80, F4.)

6879/47.

WARRAMBOO (Mt. Magnet).—No. 22801 (Racecourse). All that portion of land bounded by lines starting from a point situated about 3 chains West and about 6 chains South of the South-Western corner of reserve 2944 (Cemetery) and extending East about 30 chains, South about 33 chains, West about 30 chains and North about 33 chains to the starting point (about 99a.). (Plan 186/80.)

H. E. SMITH,
Under Secretary for Lands.

AMENDMENT OF RESERVES.

593 (Albany), 4795 and 11342 (Mt. Magnet), 9447 and 19635 (near Montymining), 9637 (Northampton), 11342 (Mount Magnet), 19135 (Ghooli), 20610 (near Dattening), 22407 (Collie), 22535 (Carnarvon).

Department of Lands and Surveys,
Perth 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1946, as follows:—

Corres. No. 10330/12—Of the boundaries of reserve 593 (Public Purposes) being amended by the excision of Albany Suburban Lot 116. (Plan Albany Sheet 1.)

Corres. No. 6879/47—Of (1) the boundaries of reserve 4795 "Camping" being amended by the excision of all that portion, containing about 33 acres, bounded by lines starting from a point on the present Easternmost boundary of the reserve situated one chain East and 6 chains South of the South-Eastern corner of reserve 2944 (Cemetery) and extending South about 33 chains, West about 10 chains, North about 33 chains and East about 10 chains to the starting point; and of the area being reduced to about 231 acres accordingly. (2) The boundaries of reserve 11342 "Common" being amended as follows:—(a) By the inclusion of an area of 160 acres lately comprised in reserve 12412; (b) by the excision of all that portion, containing about 66 acres, bounded by lines starting from a point on the Easternmost boundary of reserve 4795 situated 1 chain East and 6 chains South of the South-Eastern corner of reserve 2944 (Cemetery) and extending East about 20 chains, South about 33 chains, West about 20 chains and North about 33 chains to the starting point. (Plan 186/80.)

Corres. No. 10713/09, Vol. 3—(a) The boundaries of reserve 9447 "Water," being amended by the inclusion of all that portion of land, containing 3 acres, bounded by lines starting at the North-Westernmost corner of Williams Location 7994 and extending South 14 chains 26 8/10 links, West 2 chains 3 links, North 14 chains 23 8/10 links, East 1 chain 3 links, North 3 links and East 1 chain to the starting point. (Plans 408/80, D1 and O.P. 5085.) (b) The boundaries of reserve 19635, "Schoolsite," being amended to comprise all that portion of land, containing 5 acres 1 rood 20 perches, bounded by lines starting at a point on the Eastern side of road No. 10297 situated 2 chains 82 8/10 links North of the North-West corner of Williams Location 9056 and extending North 5 chains 79 2/10 links, East 10 chains and South 2 chains 98 links to the North-Western side of road No. 10298; thence 224° 46' 2 chains 17 3/10 links, 229° 5' 1 chain 13 links, 255° 16' 2 chains 8 5-10 links and 270° 5 chains 59 8/10 links to the starting point. (Plans 408/80, D1 and O.P. 5085.)

Corres. 13722/04—Of the boundaries of reserve 9637 (Public Cemetery) being amended by the addition of Northampton Lot 197, and of the area being increased to 2 6 acres 3 roads 5 perches accordingly. (Plan Northampton Townsite.)

Corres. No. 8743/97—Of the boundaries of reserve 11342, "Common," being amended as follows:—(1) By the addition of all that portion of land, containing about 168 acres, bounded by lines starting from a point on the common boundary between the said reserve and pastoral lease 394/1094 situated East about 139 chains from the South-Eastern side of the Mullewa-Cue Railway Reserve and extending East about 86 chains; thence South about 20 chains, West about 86 chains and North about 20 chains to the starting point (excluding roads Nos. 3756 and 8576). (2) By the excision of those portions of land, containing about 1280 acres, as described hereunder:—(a) All that portion of land bounded by lines starting at a point on the South-Eastern side of the Mullewa-Cue Railway Reserve situated 50° 48' about 5 chains and East 2 chains 37 links from the 214-Mile Post, and extending Eastward about 65 chains and Southward about 60 chains to the Northern boundary of pastoral lease 394/1094, thence West about 139 chains along the said Northern boundary of pastoral lease 394/1094, thence North-Eastward along the South-Eastern side of the aforesaid railway reserve to the starting point (excluding road No. 459 and the Great Northern Highway); (b) all that portion of land bounded by lines starting at a point on the Northern boundary of pastoral lease 394/1094 situated about 225 chains East from the Mullewa-Cue Railway Reserve and extending Northward about 57 chains and Eastward about 77 chains to a Western corner of pastoral lease 394/1095, thence South-Eastward about 85 chains 33 links and Southward about 18 chains 75 links to the Northern boundary of pastoral lease 394/1094 aforesaid, thence West along the said Northern boundary to the starting point (excluding reserves 21884 and 22300). (Plan 186/80.)

Corres. No. 5051/25—Of the boundaries of reserve 19135, "Experimental Farm," being amended by the excision of Yilgarn Location 1355 as surveyed and of the area being reduced to 4892 acres 2 roads 30 perches accordingly. (Plan 36/80, F4, and Diagram 61170.)

Corres. No. 3857/30—Of the boundaries of reserve 20610, "Timber (Mallet)," being amended by the addition of Aron Locations 9626, 14432 and 16313, and of the area being increased to about 9,550 acres accordingly. (Plan 379B/40, F1.)

Corres. No. 2625/36—Of the boundaries of reserve 22407, "Recreation," being amended to include Collie Lot 1535, and of the area being increased to 15 acres 3 roads 20 perches accordingly. (Plan Collie Sheet 1.)

Corres. No. 976/46—Of the boundaries of reserve 22535 being amended by the excision of Carnarvon Lot 106, and of the area being reduced to 3 roads 8 perches accordingly. (Plan Carnarvon Townsite Sheet 1.)

H. E. SMITH,
Under Secretary for Lands.

CLASSIFICATION OF RESERVES.

Department of Lands and Surveys,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 31 of the Land Act, 1933-1946, as follows:—

Corres. 4587/47.—Of reserve 22795 "National Park" at Cape Le Grand being classified as of Class "A," (Plans 429/80 and 430/80.)

Corres. 5996/47.—Of reserve 22798 (Kalamunda Lot 373) "Conservation of Native Flora" being classified as of Class "A." (Plan Kalamunda Townsite.)

H. E. SMITH,
Under Secretary for Lands.

CANCELLATION OF RESERVES.

Nos. 12412 (Mt. Magnet), 13881 (Nanson), 13978 and 13979 (near Cape Le Grand), 19368 (Tenindewa), 19490 (Red Lake), 20126 (Troy), 20521 (North Kuringup), 21368 (Albany), 22729 (Mt. Hallowell).

Department of Lands and Surveys,
Perth 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve under section 37 of the Land Act, 1933-1946, as follows:—

Corres. No. 6879/47.—Of the cancellation of reserve 12412 "Racecourse and Aerial Landing Ground." (Plan 186/80.)

Corres. 11643/11.—Of the cancellation of reserve 13881 (Nanson Lot 1) "Watering Place." (Plan Nanson Townsite.)

Corres. 4587/47.—Of the cancellation of reserves 13978 and 13979 "Excepted from Sale." (Plan 429/80 A and B2.)

Corres. 4835/25.—Of the cancellation of reserve 19368 (Victoria Location 8267) "Quarry (Gravel and Access)." (Plan 156/80, B3.)

Corres. 460/27.—Of the cancellation of reserve 19490 (Fitzgerald Location 1392) "Schoolsite." (Plan 292/80, B4.)

Corres. No. 6225/28.—Of the cancellation of reserve 20126 (Jilbadji Location 279) "Schoolsite." (Plan 23/80, E2.)

Corres. No. 2639/30.—Of the cancellation of reserve 20521, "Schoolsite." (Plan 407/80, B3.)

Corres. No. 437/48.—Of the cancellation of reserve 21368 (Albany Lots 839 and 840), "Public Utility." (Plan Albany Sheet 1.)

Corres. No. 3583/09.—Of the cancellation of reserve 22729 (Plantagenet Location 5120), "Camping." (Plan 456B/40, E1.)

H. E. SMITH,
Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVES.

3206 (near Halls Creek), 10684 (Balingup), 16564 (Burbidge), 18831.

Department of Lands and Surveys,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1946, as follows:—

Corres. 4760/95.—Of the purpose of reserve 3206 being changed from "Common" to "Common and Recreation." (Plan 131/300.)

Corres. 10526/06.—Of the purpose of reserve 10684 (Balingup Lot 14) being changed from "Public Utility" to "Hallsite (R.S.S. and A.I.L.A.)." (Plan Balingup Townsite.)

Corres. 1003/16.—Of the purpose of reserve 16564 (Burbidge Lot 97) being changed from "Schoolsite" to "Public Utility." (Plan Burbidge.)

Corres. 5645/24.—Of the purpose of reserve 18831 (Nelson Location 10936) being changed from "Schoolsite" to "Recreation." (Plan 454B/40, F1.)

H. E. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1937-1945.

By-laws of the Corrigin Road Board relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades for the Road District of Corrigin.

Establishment of Brigade.

1. On the resolution of the Board to establish, maintain and equip a Bush Fire Brigade under the provisions of the Bush Fires Act, 1937, and regulations thereunder, the Brigade shall be formed in accordance with these by-laws; and a name shall be given to the Brigade and application accompanied by a copy of these by-laws shall be made to the Minister for Lands for its registration accordingly.

A bush fire brigade may be established for the whole of the road district or for any specified area thereof. Provided that, unless the resolution of the Board establishing a bush fire brigade specifies therein only a part of the district as the area for which such brigade is established, the brigade shall be deemed to be established for the whole of the said road district.

Appointment of Officers.

2. The Board shall appoint a captain, a first lieutenant, a second lieutenant and such additional lieutenants as it shall deem necessary to act as officers of the Brigade, and who, in the Board's opinion, have the necessary qualification and knowledge of the district required in such capacities.

3. The secretary of the Board or such other person as the Board may appoint, shall be the secretary of the Brigade.

4. The Board may appoint an equipment officer who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Board for the purposes of the Brigade. Such officer may station such equipment at a depot approved by the captain where, if possible, motor trucks can easily be called upon. If there are more than one such depots in the area, the equipment officer shall appoint at each depot a person to look after the equipment and have it ready for immediate use when required.

5. The Board shall appoint bush fire control officers in accordance with the requirements of the district and may prescribe the area over which each such officer shall have jurisdiction. The employment, dismissal and payment for services of persons (other than officers) employed for duties under this Act shall be vested in the chairman and secretary of the Board conjointly.

Duties of Officers.

6. The duties of all officers appointed under these by-laws shall be as laid down in the provisions of the Bush Fires Act, 1937, and each officer so appointed shall be supplied with a copy of the Act and Regulations. The captain shall have full control over the members of the Brigade whilst engaged in fire fighting and shall issue instructions as to the methods to be adopted by the firemen. In the absence of the captain, the first lieutenant; and in the absence of the first, the second lieutenant or senior officer of the Brigade present at the fire shall exercise all the power and duties of the captain. The captain shall when so directed by the Board instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture.

Membership of Brigade.

7. (1) The membership of a bush fire brigade may consist of the following:—(a) Subscribing members, (b) fire fighting members and (c) associate members.

(2) Subscribing members shall be those persons, who, being interested in forwarding the objects of the Brigade, pay an annual subscription to the funds of the brigade at the following rates:—

(i) owner or occupier of land within the brigade area—minimum subscription of 10s.

(ii) other persons—a minimum subscription of 5s.

(3) Fire fighting members shall be those persons, being able bodied men over 18 years of age who are willing to render service at any bush fire when called upon, and who sign an undertaking in the form contained in the First Schedule to these by-laws.

(4) Associate members shall be those persons who are willing to supply free motor transport for fire fighters or equipment, or are prepared to render other approved assistance, and who sign an undertaking in the form contained in the Second Schedule to these by-laws.

(5) No fees or subscriptions shall be payable either by fire fighting members or associate members, and the enrolment of persons as such members shall in every case be subject to the approval of the Board.

(6) A subscribing member shall be eligible for enrolment as a fire fighting member.

Finance.

8. The expenditure incurred by the Board in the purchase of equipment, etc., payment for services and generally for the purposes of this Act, shall be a charge on the ordinary revenue of the Board, but the secretary shall keep a separate record of the expenditure incurred under this Act.

Meetings of Brigade.

9. When required.

These by-laws under the Bush Fires Act, 1937-1945, were passed by a resolution of the Corrigin Road Board (a local authority under the provisions of such Act) at a meeting held at Corrigin on 13th March, 1948.

J. H. B. LAWTON,
Chairman.

CYRIL A. BOX,
Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council 13th May, 1948.

R. C. GREEN,
Acting Clerk of the Council.

First Schedule.

Form of Enrolment—Fire-fighting Member.

I, the undersigned, hereby make application to be enrolled as a fire-fighting member of the.....
Bush Fire Brigade.

My private address is.....

My business address is.....

I can be communicated with by Telephone No.....

If needed, I can provide my own transport to the scene of any outbreak. (This line to be struck out if not applicable). I hereby declare that I am over 18 years of age, and in good health.

On election by the Committee as a fire-fighting member, I hereby undertake—

1. To promote the objects of the Brigade as far as shall be in my power.

2. To be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder.

3. To use my best endeavours to give assistance in fire-fighting measures when called upon, and on such occasions to obey all orders and instructions issued by duly authorised officers of the Brigade.

Applicant's signature.....
Date.....

Second Schedule.

Form of Enrolment—Associate Member.

I, the undersigned, hereby make application for enrolment as an associate member of the.....
Bush Fire Brigade.

(a) I am prepared to offer to transport fire-fighting members and/or equipment to the scene of any outbreak when called upon. I have a motor vehicle of the following type.....available for such purpose.

(b) I am prepared to offer my services in the following capacity:—

.....
.....
.....

(Paragraph (a) or (b) above may be struck out if both do not apply.)

My private address is.....

My business address is.....

I can be communicated with by telephone No.....

On election as an associate member by the Committee, I hereby undertake—

1. To promote the objects of the Brigade as far as shall be in my power.

2. To be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder.

3. To use my best endeavours to assist in fire suppression work in the above capacity when called upon.

Applicant's signature.....
Date.....

BUSH FIRES ACT, 1937-1945.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
Perth, 17th May, 1948.

Corres. No. 618/40.

IT is hereby notified for general information that the undermentioned road board has appointment the following Bush Fire Control Officers in its district:—

Road Board—Corrigin; Control Officers—Box, C. A., and Weatherhead, J. A.

H. E. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1937-1945.

Appointment of Members of Advisory Committee.

Department of Lands and Surveys,
Perth, 17th May, 1948.

Corres. No. 1938/39.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint, under the provisions of section 7 of the Bush Fires Act, 1937-1945, Mr. A. M. Buller, Bruce Rock Road Board, Bruce Rock, as a member of the Rural Fires Prevention Advisory Committee, *vice* Mr. J. A. Maisy, resigned.

H. E. SMITH,
Under Secretary for Lands.

THE LAND ACT, 1933-1946.

Naming of Streets—Augusta-Margaret River Road District.

Department of Lands and Surveys,
Perth, 13th May, 1948.

Corres. 16282/10, Vol. 3.

IT is hereby notified for general information that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1946, of the naming of the streets in the Augusta Townsite as set out in the schedule hereunder.

H. E. SMITH,
Under Secretary for Lands.

Schedule.

Position of Street, To be known as.

1. Along the Northern boundaries of Augusta Lots 231 to 235 and 243 to 246, from Bussell Highway to Blackwood Avenue; Donovan Street.

2. Along the Eastern boundaries of Augusta Lots 235 to 238 and 222 from Bussell Highway to Donovan Street; Dahlberg Street.

3. Along the North-West boundary of Augusta Lot 161, from Blackwood Avenue to the West corner of the lot; Eatt Street.

4. Along the North-West boundary of Augusta Lot 150; from Blackwood Avenue to the West corner of the lot; Manning Street.

5. Along the North-East boundaries of Augusta Lots 263 (reserve 20761) and 269 (reserve 21840), from East Street to Manning Street; Allnutt Terrace.

6. Along the South-West and South-East boundaries of Augusta Lot 269 (reserve 21840), from Ellis Street to Allnutt Street; Layman Street.

7. Along the South-East boundary of Augusta Lot 149, from Blackwood Avenue to the South corner of the lot; Stanes Street.

8. Along the South boundaries of Augusta Lots 276 and 299 to 305, from Blackwood Avenue to the South-West corner of lot 305; Hillier Street.

9. Along the North boundaries of Augusta Lots 140 to 146, from the North-West corner of the first mentioned lot to the North-East corner of the last mentioned; Jackson Street.

10. Along the West boundaries of Sussex Locations 390 and 299 and the East boundaries of Augusta Lots 146, 131, 132 and 133, from Hardy Inlet to the South-East corner of lot 133; Perieles Street.

11. Along the South boundary of Augusta Lot 133, from Perieles Street to the South-West corner of the lot; Curtis Avenue.

12. Along the Western boundaries of Augusta Lots 133, 132, 131, 135 and 137 to 140, from Curtis Avenue to Jackson Street; Tattersall Street.

13. Along the North boundary of Augusta Lot 131, from Tattersall Street to Perieles Street; Davies Street.

14. Through Sussex Location 390, from Perieles Street to the East boundary of the Augusta Townsite; Scott Road. (Plan Augusta Townsite.)

THE LAND ACT, 1933-1946.

Change of Name of Streets in City of Fremantle and Augusta-Margaret River Road District.

Department of Lands and Surveys,
Perth, 13th May, 1948.

IT is hereby notified for general information that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1946, as follows:—

2036/37.—Of the name of "Wood Street" between Marmion Street and Blinco Street, and the name of "Edmund Street" between Marmion Street and Knutsford Street in the City of Fremantle being named "Hollis Street" and "Chalmers Street" respectively; and such streets shall hereafter be known and distinguished as "Hollis Street" and "Chalmers Street" accordingly. (Plans Snb. 80, Sub. 83.)

Corres. No. 16282/10, Volume 3.—Of the name of "Scott Street" from Turner Street to Albany Terrace in the Augusta Townsite being changed to "Trigg Street," and such street shall hereafter be known and distinguished as "Trigg Street" accordingly. (Plan Augusta Townsite.)

H. E. SMITH,
Under Secretary for Lands.

THE LAND ACT, 1933-1946. (Section 89A.)

Farm Reconstruction Areas.

HIS Excellency the Lieutenant-Governor in Council has been pleased, under the provisions of section 89A of the Land Act, 1933-1946, to define and set apart the lands described in the schedule hereto as "Farm Reconstruction Areas."

Schedule. (Unencumbered Lands.)

Corres. 1058/48; District Ninghan; Locations 1910, 3874; Plans 66/80, C3 and 4; Former Leases 41516/55, 347/3104.

H. E. SMITH,
Under Secretary for Lands.

LAND ACT, 1933-1946.

Onslow Common. (Reserve 19291.)

Department of Lands and Surveys,
Perth, 13th May, 1948.

Corres. 4491/95.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to section 34 of the Land Act, 1933-1946, has been pleased to approve of the amendment of the by-laws for the control and management of the Onslow Common (reserve 19291) made by the Ashburton Road Board, and published in the *Government Gazette* on the 13th day of January, 1928, as set out in the Schedule hereunder.

H. E. SMITH,
Under Secretary for Lands.

Schedule.

1. The abovementioned by-laws are amended by deleting by-law 10 and inserting in lieu thereof, a new by-law 10 as follows:—"Travelling sheep remaining on the Common for a longer period than four days will be charged a fee of two shillings per hundred per day, and for large stock one shilling per head per week pro rata, for depasturing and water."

Approved by His Excellency the Lieutenant-Governor in Executive Council, this 13th day of May, 1948.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

WITHDRAWAL NOTICE.

Department of Lands and Surveys,
Perth, 20th May, 1948.

Corres. 3955/24. (Plan 5/80 E4.)

IT is hereby notified for general information that Avon Locations 23384, 22850, 24144 and 22826 are withdrawn from selection until further notice.

H. E. SMITH,
Under Secretary for Lands.

CEMETERIES ACT, 1897-1946.

Cancellation of Appointment of Trustees—Ora Banda Cemetery.

Department of Lands and Surveys,
Perth, 13th May, 1948.

Corr. 2362/12.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased, under the Cemeteries Act, 1897-1946, to cancel the appointment of G. H. Brearley, F. C. Cassin, C. D. Bowden and James Smith as Trustees of the Ora Banda Cemetery (reserve 14123).

H. E. SMITH,
Under Secretary for Lands.

CEMETERIES ACT, 1897-1946.

Fremantle Public Cemetery.

Department of Lands and Surveys,
Perth, 13th May, 1948.

4793/98, Vol. 6.

HIS Excellency the Lieutenant-Governor in Executive Council, acting under the provisions of the Cemeteries Act, 1897-1946, has been pleased to approve of the amendment by the Fremantle Cemetery Board of the by-laws made by the said Board under and for the purposes of the said Act, and published in the *Government Gazette* on the 24th day of January, 1930, and amended by notices published in the *Government Gazette* on the 18th day of December, 1931; the 26th day of May, 1933; the 24th day of August, 1934; the 13th day of December, 1935; the 17th day of December, 1937; the 9th day of September, 1938; the 30th day of July, 1943, and the 12th day of January, 1945, in the manner mentioned in the Schedule hereunder.

H. E. SMITH,
Under Secretary for Lands.

Schedule.

The abovementioned by-laws are amended as follows:—
1. Delete by-law 10 and insert in lieu thereof the following as by-law 10:—"Subject to good behaviour, visitors shall be admitted to the Cemetery during the hours of daylight.

"The office of the Board shall be open for business from 8 a.m. to 5 p.m. on week days. The hours for burial shall be as follows:—Monday to Friday, 8 a.m. to 4.15 p.m.; Saturday, 8 a.m. to 11.15 a.m., and 1.30 p.m. to 4 p.m.

"Orders for Saturday burials must be received at the office not later than 2.30 p.m. on the preceding Friday; no burial shall be allowed to take place at hours other than the above, except with the written permission of the Trustees.

"No burial shall take place on Christmas Day or Good Friday."

2. The whole of Schedule A is deleted and a new Schedule A is inserted in lieu thereof as follows:—

Schedule A.

Scale of Fees and Charges Payable to Trustees.

On application for an "Order for Burial," the following fees shall be payable in advance:—

(A) In Open Ground—	£	s.	d.
For interment of any adult in grave 7ft. deep	2	5	0
For interment of any child under seven years	1	10	0
For interment of any stillborn child in ground set aside for such purpose ..	7	6	
(B) In Private Ground, including the issue of a grant of "Right of Burial"—			
Ordinary ground for grave 8ft. by 4ft., where directed	2	10	0
Selected land for grave in any part of the Cemetery open for selection, 8ft. by 4ft. Each additional grave selected	5	0	0
For interment of any adult in grave 7ft. deep	2	5	0
For interment of any child under the age of seven years in grave 7ft. deep ..	1	10	0
If graves are required to be dug deeper than 7ft., the following additional charges shall be payable—			
For first additional foot	15	0	
For second additional foot	1	10	0
For third additional foot	3	0	0
and so on in proportion for each additional foot.			
(C) Re-opening an Ordinary Grave—			
For each interment of an adult	2	5	0
For each interment of a child under seven years of age	1	10	0
For each interment of a stillborn child in private grave	17	6	
For each interment of cremated remains ..	17	6	
For each Government interment—			
Adult	1	15	0
Child	17	6	
Registration fee for each Government interment or each interment of a stillborn child	2	6	
Registration fee for all other interments ..	5	0	
Exhumations—			
Re-opening grave for exhumation—			
Adult	2	5	0
Child	1	10	0
Re-interment in new grave after exhumation—			
Adult	2	5	0
Child	1	10	0
Exhumation Fee	2	0	0
Removal after exhumation when required, from £1 and not exceeding £2.			
(D) Extra Charges—			
Re-opening a brick grave or vault, according to work required, from	1	7	6
and not exceeding	10	0	0
For each interment in open ground, without due notice under by-law 3	10	6	
For each interment in private ground without due notice under by-law 3 ..	1	1	0
For each interment not in usual hours as prescribed by by-law 10	1	0	0
For late arrival at Cemetery gates of funeral, as per by-law 11	10	6	
For late moving off from Cemetery gates of funeral, as per by-law 12	10	6	
For each interment on a Saturday, Sunday or Gazetted holiday	1	0	0
Minister's fee for each interment	10	6	
For erecting a platform round monument for re-opening a grave	5	0	
(E) Monumental Permits—			
For permission to construct a brick grave ..	10	6	
For permission to construct a vault	2	2	0
For permission to erect a headstone on 7ft. foundation, under 8ft. high and over 9 cwt.	1	1	0
For permission to erect a headstone under 9 cwt.	10	6	

	£	s.	d.
For permission to erect a small headstone, not exceeding 2ft. 6in. in height and £5 in value	5	0	
For permission to erect a monument, including ledger	2	2	0
For permission to erect a headstone or monument over a brick grave or vault ..	2	2	0
For permission to enclose an 8ft. by 4ft. grave with kerb under £4 in value ..	2	6	
Over £4 in value	5	0	
To enclose each additional 8 ft. by 4 ft. grave with kerb under £4 in value ..	2	6	
Over £4 in value	5	0	
For permission to cover an 8ft. x 4ft. grave with slab, shells, tiles or chips, per grave	5	0	
For permission to erect any name plate ..	2	6	
For permission to erect a vase with inscription	2	6	
For permission to add additional inscription	2	6	
Plus a supercharge on all memorial work erected, including lettering, of 5 per cent. on the cost of same exceeding the amount of £50.			
(F) Miscellaneous—			
Transfer or re-issue of title	5	0	
For use of iron or cement number plate or label	7	6	
For name plate for stillborn coffin	1	0	
For making search in Register	1	0	
For copy of by-laws and regulations	1	0	
For hire of coffin bier	5	0	
For removing and replacing edging tiles on 8ft. by 4ft. grave for re-opening ..	2	6	
For removing and replanting grass on 8ft. by 4ft. grave for re-opening	7	6	
For reserving vacant graves for a period of 10 years, per grave	10	0	
For dressing neglected graves, according to work done, from	5	0	
And not exceeding	2	0	0
For planting 8ft. by 4ft. grave with grass	12	6	
Each additional grave	10	0	
Shrubs suitable for graves supplied and planted, from	2	6	
Tending grave after planting by Grantee, 8ft. by 4ft., per annum	1	0	0
Tending each additional grave, per annum ..	15	0	
Provided that a rebate of 2s. 6d. per grave per annum shall be allowed in respect of the charges under this item when such charges are paid within 30 days after notice for payment thereof is given.			
Tending grave 8ft. by 4ft. for term of seven years	5	0	0
Each additional grave	4	0	0
Tending grave 8ft. by 4ft. for term of 15 years	10	0	0
Tending grave 8ft. by 4ft., for term of 50 years	15	15	0
For each additional grave	10	10	0
Tending grave 8ft. by 4ft. for the term of the title	20	0	0
For each additional grave	10	0	0
For keeping grave 8ft. by 4ft. clean and free from weeds, per year	12	6	
For use of 9in. tile kerb, 8ft. by 4ft. ..	1	10	0
For use of 9in. tile kerb, 8ft. by 8ft. ..	2	0	0
For use of tile kerb with cement corners, 8ft. by 4ft.	2	0	0
For use of tile kerb with cement corners, 8ft. by 8ft.	2	10	0
Refund on tile kerb when no longer required, 8ft. by 4ft.	5	0	
Refund on tile kerb when no longer required, 8ft. by 8ft.	7	6	

Approved by His Excellency the Lieutenant-Governor in Executive Council this 13th day of May, 1948.

(Sgd.) R. GREEN,
Acting Clerk of the Council.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 13th May, 1948.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale, under the conditions specified, by public auction, as provided by the Land Act, 1933-1946, at the following upset prices:—

Applications to be lodged at Perth.

7263/09, Vol. 2.

COLLIE BURN.—Suburban for cultivation 166, £30.

2468/32.

GERALDTON.—Town 135, £85.

11206/97.

SAWYERS VALLEY.—Suburban for cultivation 122, £60; 155, 156 and 160, £10 each; 161, £15; all marketable timber is reserved to the Crown.

Plans showing the arrangement of the lots referred to are now obtainable at this office and the offices of the various Government Land Agents.

H. E. SMITH,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Carnarvon Lots 105 and 106, Esperance Lots 242 and 289, Nanson Lot 1.

Applications close 9th June, 1948.

Department of Lands and Surveys,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve under section 45A of the Land Act, 1933-1946, as follows:—

Corres. No. 976/46—Of Carnarvon Lots 105 and 106 being made available for sale in fee simple at the price of £10 each, subject to conditions set out below.

Corres. No. 2552/33—Of Esperance Lots 242 and 289 being made available for sale in fee simple at the price of £10 and £15 respectively, subject to conditions set out below.

Corres. 11643/11—Of Nanson Lot 1 being made available for sale in fee simple at the price of £15, subject to conditions set out below.

Conditions abovementioned.

1. Each application to purchase shall be accompanied by a deposit of ten per cent. of the purchase money.

2. The successful applicant shall pay the balance of the purchase money within twelve months of approval of his application in four equal quarterly instalments on the first days of January, April, July and October.

3. Applications, accompanied by a deposit, must be lodged at the Lands Office, Perth, on or before Wednesday, the 9th June, 1948.

4. All applications lodged on or before such date will be treated as having been received on the closing date, and if there are more applicants than one for this lot, the application to be granted will be determined by the Land Board.

H. E. SMITH,
Under Secretary for Lands.

TENDERS FOR LEASING OF NINGHAN LOCATIONS 1952, 1953, and 1957.

For Grazing Purposes.

Closing Wednesday, 26th May, 1948.

Department of Lands and Surveys,
Perth, 5th May, 1948.

Corres. 1508/24.

(Plan 54/80, C.I.)

TENDERS are hereby invited for the leasing of Ninghan Locations 1952, 1953 and 1957 (containing 2,710a. 0r. 37p.) for Grazing Purposes for a term of ten (10) years at a minimum rental of fifteen pounds (£15) per annum.

Tenders for the above, accompanied by one year's rental, must be addressed to the Under Secretary for Lands, Perth, and endorsed on the envelope "Tender to lease Ninghan Locations 1952, 1953 and 1957" and be forwarded to this office on or before the closing date, Wednesday, 26th May, 1948.

The highest or any tender will not necessarily be accepted, and all tenders lodged on or before that date will be treated as having been received on the closing day.

H. E. SMITH,
Under Secretary for Lands.

APPLICATIONS FOR LEASING AVON LOCATION 22189.

PERTH LAND AGENCY.

Grazing Purposes.

Section 116 of the Land Act, 1933-1946.

Department of Lands and Surveys,
Perth, 4th May, 1948.

Corres. No. 1182/21.

APPLICATIONS are invited for the leasing of Avon Location 22189, situated two miles South-East of Erikin.

This land is available for leasing for grazing purposes, under section 116 of the Land Act, 1933-1946, for a term of five (5) years at a rental of ten pounds ten shillings (£10 10s.) per annum, subject to the condition that no compensation will be paid for any improvements effected at the expiration of the lease.

Applications, accompanied by one (1) year's rent must be lodged at the Lands Office, Perth, on or before Wednesday, the 26th May, 1948.

Applications lodged on or before that date will be treated as having been received on the closing day.

H. E. SMITH,
Under Secretary for Lands.

LOTS OPEN FOR LEASING.

Department of Lands and Surveys,
Perth, 4th May, 1948.

Corres. No. 1628/00.

IT is hereby notified for general information that Boulder Lots R.243 (North Terrace) and 754 (Dart Street) are available for leasing under Section 117 of the Land Act, 1933-1946.

Applications must be lodged at the Lands Office, Kalgoorlie, on or before the 26th May, 1948.

If more than one application be received by the closing date for these lots, the applications shall be deemed to be simultaneous and shall be referred to a Land Board.

The following conditions shall apply:—

1. No lease shall be granted unless the applicant shall have first produced a "provisional consent to commence building," issued by the State Housing Commission, or other such evidence to prove to the satisfaction of the Minister for Lands that the applicant already has or is in a position to obtain the necessary materials to build a residence on the lot applied for.

2. The lessee will be required to erect a residence on his lot within six months from the date of the approval of his application or within such extended period as the Minister for Lands may approve. Failure to comply with this condition renders the lease liable to forfeiture.

3. The term of the lease will be 99 years.

4. The annual rental payable for the first 10 years of the term of the lease will be ten shillings for each lot. The rental shall be subject to re-appraisal by the Minister at intervals of 10 years.

5. No transfer of the lease will be approved until the lessee has complied with the building conditions of his lease.

6. The lessee shall not carry on, or suffer or permit to be carried on, on the demised land, any trade or business whatsoever, without the consent in writing of the Minister for Lands being first obtained; and further, the conditions under which the said land is made available shall not entitle the lessee now or at any future time to the right to convert same to fee simple.

Plan: Boulder Sheet 1.

H. E. SMITH,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of the Land Act, 1933-1946.

WEDNESDAY, 9th JUNE, 1948.

North-West Division—Warramboe District.

Corr. S743/97. (Plan 18680.)

IT is hereby notified, for general information, that the areas of about 597 acres and about 683 acres lately excised from reserve 11342 (Common) and adjoining the Northern boundary of Pastoral Lease 394/1094 are available for selection for pastoral leasing as from the 9th June, 1948.

WEDNESDAY, 28th JULY, 1948.

Eucla Division—Neridup District.

Corres. 3139/45. (Plan 424/80 and 429/80.)

IT is hereby notified, for general information, that the land contained within late Pastoral Lease 469/95, formerly held by A. W. White, comprising 40,000 acres, will be available for selection from Wednesday, 28th July, 1948; being C. A. Wallace's cancelled application.

WEDNESDAY, 4th AUGUST, 1948.

North-West Division—Lyons and Erivilla Districts.

Corres. S660/19. (Plan 73/300.)

IT is hereby notified, for general information, that the land contained within former Pastoral Lease 394/847, formerly held by B. F. Murphy, comprising about 100,000 acres, will be available for selection as from Wednesday, 4th August, 1948.

WEDNESDAY, 18th AUGUST, 1948.

Eastern Division—Yilgarn District.

Corres. 158/48. (Plans 36/80, 53/80 and 24/300.)

IT is hereby notified for general information that vacant Crown land and the whole of the land contained within late Pastoral Leases 395/828 and 395/811, formerly held by S. H. Stubbs, and 395/823, formerly held by W. P. Forrester, as described in the Schedule below, comprising about 180,000 acres, will be available for Pastoral Leasing on and after Wednesday, 18th August, 1948; subject to payment for improvements, if any.

Schedule.

The area of about 180,000 acres, bounded by lines commencing at the North-East corner of Yilgarn Location 1136 and extending East about 438 chains; thence North about 1,090 chains; thence East about 640 chains; thence South about 210 chains to the Northern boundary of late Pastoral Lease 395/828; thence East, South and West along boundaries of late Pastoral Lease 395/828 to the Eastern boundary of late Pastoral Lease 395/811; thence South to its South-East corner and West about 460 chains along its Southernmost boundary; thence South about 500 chains; thence East about 300 chains to the Western side of road No. 9757; thence South-Eastward about 250 chains along said side of said road to the South-Easternmost corner of late Pastoral Lease 395/823; thence West about 400 chains along the Southern boundary of late Pastoral Lease 395/823; thence South about 110 chains; thence West to the South-East corner of Yilgarn Location 1145 and North and West to its North-West corner; thence North about 120 chains; thence West about 380 chains; thence North-West to the South-East corner of Yilgarn Location 1263; thence generally Northward along boundaries of Yilgarn Locations 1263, 1318, 1268, 1272, 1308, 1104 and 1136 to the starting point.

North-West Division—Teano District.

Corres. 1035/48. (Plans 79/300 and 80/300.)

IT is hereby notified for general information that vacant Crown land, the whole of late Pastoral Lease 394/1043, formerly held by H. L. Pegler, and part of the surrendered portion of Pastoral Lease 394/740, as described in the Schedule below, comprising about 118,000 acres will be available for Pastoral Leasing on and after Wednesday, 18th August, 1948; subject to payment for improvements, if any.

Schedule.

The area of about 118,000 acres, bounded by lines commencing at the North-East corner of late Pastoral Lease 394/1043 and extending West to its North-West corner; thence North and West along boundaries of the surrendered portion of Pastoral Lease 394/740; thence North about 1,130 chains along an Eastern boundary of said portion of lease 394/740 and its prolongation Northward; thence West about 690 chains and South about 105 chains to the Northern boundary of Pastoral Lease 394/1300; thence East and South along boundaries of said Pastoral Lease 394/1300 to its South-East corner; thence West about 130 chains along its Southern boundary; thence South about 910 chains along the Eastern boundaries of Pastoral Leases 394/1054 and 394/571; thence East about 1,700 chains to and along the Southern side of said late Pastoral Lease 394/1043 to its South-East corner; thence North to the starting point.

North-West Division—Ashburton District.

Corres. 6189/47. (Plan 96/300.)

IT is hereby notified for general information that the land contained within late Pastoral Lease 394/894, formerly held by C. J. Austin, comprising 59,818 acres, will be available for Pastoral Leasing from 18th August, 1948; subject to payment for improvements; selection restricted to adjoining holders only; being A. Hyams' cancelled application.

H. E. SMITH,

Under Secretary for Lands.

LAND OPEN FOR SELECTION.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1946, and the regulations appertaining thereto, subject to the provisions of the said Act, and also to the provisions of the Land Alienation Restriction Act, 1944.

Applications must be lodged not later than the date specified, but may be lodged before such date, if so desired.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applicants than one for any block, the application to be granted will be determined by the Land Board. Should any lands remain unselected, such will continue available until applied for or otherwise dealt with.

If a Land Board sitting becomes necessary, the applicants for the blocks will be duly notified of the date, time, and place of the meeting of the Board, and there shall be an interval of at least three days between the closing date and the sitting of the Board.

The selector of a Homestead Farm from any location must take the balance thereof, if any, under Conditional Purchase.

All marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of clause 18 of the regulations.

The term "Member of the Forces," where appearing in any notice published hereunder, shall be deemed to have the meaning as is specified in section 2 of the Land Alienation Restriction Act, 1944, that is to say, "Member of the Forces" means a person who is or has been, a member of the Naval, Military or Air Forces of His Majesty the King during any period in which His Majesty is or has been engaged in war.

SCHEDULE.

WEDNESDAY, 26th MAY, 1948.

PERTH LAND AGENCY.

Avon District (about 8 miles East of Bullaring).

Corr. No. 140/37. (Plans 377A/40, C1, 377/80, D1.)

Locations 19791 and 19795, containing 550a. 1r. 16p. and 1,308a. 3r. 26p., respectively; classification page 19 of 5243/24; subject to pricing and to payment for improvements; being J. T. Bell's expired lease 3116/1384.

Avon District (about 4 miles North-East of Kauring).

Corr. No. 2834/27. (Plan 3D/40, B3.)

Locations 17241 and 17242, containing 140a. 2r. and 117a., respectively, at 5s. and 10s. per acre, respectively; classifications pages 36 of 2834/27 and 26 of 472/36, respectively; location 17242 subject to payment for improvements, if any; being R. F. Mosley's forfeited lease 21827/68 and M. H. Platell's forfeited lease 347/1017, respectively.

Open under Part V. of the Land Act, 1933-1939, as modified by Part VIII.

Inhering Estate.

Corres. No. 370/44. (Plan 95/80, BC1.)

Lot 10, containing 898a. 2r. 7p.; purchase money, £1,168 2s. 2d.; to returned soldiers: half-yearly instalments—first five years interest only at 4½% per annum £26 5s. 8d., balance 35 years principal and interest at 4½% per annum £29 4s. 1d.; civilians: half-yearly instalments—first five years interest only at 5% per annum £32 11s. 3d., balance 35 years principal and interest at 5% per annum £34 12s. 10d.; subject to Rural and Industries Bank indebtedness and to mineral reservations.

Kent District (about 6 miles South of Toompup).

Corr. No. 2883/46. (Plan 435/80, B3.)

Location 830, containing 1,042a. 3r. 23p., at 3s. per acre; classification page 6 of 1528/24; being I. K. Wellstead's forfeited lease 347/4144.

Oldfield District (about 5 miles North-East of Kmdip).

Corr. No. 3483/47. (Plan 421/80, A1 and 2.)

Location 249, containing 530a. 1r. 22p., at 5s. per acre; classification page 5 of 643/28; subject to mining conditions and to payment for improvements, if any; being S. C. B. Dasborough's cancelled application.

Wellington District (at Capel).

Corr. No. 3941/20. (Plan 413B/40, F1.)

Locations 871 and 2048, containing 188a. 3r. 27p., at 8s. 6d. per acre (as one holding); classification page 9 of 3941/20; subject to Rural and Industries Bank indebtedness and to timber conditions; being D. H. Scott's forfeited lease 13335/68.

Yilgarn District (about 3 miles North of Walgoolan).

Corr. No. 253/25. (Plan 35/80, D4.)

Location 31, containing 801a. 3r. 21p., at 6s. per acre; classification page 4 of 1113/22; subject to Rural and Industries Bank indebtedness, to special timber conditions and to mining conditions; being H. R. Shreeve's forfeited lease 18872/68.

Yilgarn District (at Campion).

Corr. No. 3561/40. (Plans 54/80, C4, 35/80, C1.)

Location 358, containing 3,597a. 0r. 12p., at 1s. 6d. per acre; classification page 2 of 981/26; subject to Rural and Industries Bank indebtedness, to timber conditions and to mining conditions; being F. L. Mill's forfeited lease 20513/68.

Yilgarn District (about 11 miles North of Campion).

Corr. No. 7087/26. (Plan 54/80, CD3.)

Location 369, containing 3,838a. 2r. 20p., at 1s. 6d. per acre; classification page 13 of 367/26; subject to Rural and Industries Bank indebtedness, to timber conditions, and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Yilgarn District (about 1 mile East of Warrachuppin).

Corr. No. 2485/34. (Plans 54/80, E4, 35/80, E1.)

Locations 380 and 383, containing 2,143a. 0r. 12p. and 1,000a. 0r. 38p., respectively, at 1s. 6d. and 1s. 9d. per acre, respectively; classifications pages 12 of 981/26 and 15 of 981/26, respectively; subject to Rural and Industries Bank indebtedness, to timber conditions and to mining conditions. Previous *Gazette* notice concerning these locations is hereby cancelled.

Yilgarn District (about 3 miles North-East of Warrachuppin).

Corr. No. 1097/27. (Plan 54/80, E4.)

Location 398, containing 2,117a. 3r. 9p., at 1s. 6d. per acre; classification page 28 of 981/26; subject to Rural and Industries Bank indebtedness, to timber conditions and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Yilgarn District (about 10 miles North of Warrachuppin).

Corr. No. 4601/27. (Plan 54/80, E3.)

Location 761, containing 1,782a. 0r. 1p., at 1s. 9d. per acre; classification page 31 of 981/26; subject to Rural and Industries Bank indebtedness, to timber conditions and to mining conditions; being Waters and Hunter's forfeited lease 22158/68.

Yilgarn District (about 9½ miles North-West of Boodarockin).

Corr. No. 300/32. (Plan 54/80, E3.)

Location 762, containing 1,824a. 0r. 17p., at 1s. 6d. per acre; classification page 32 of 981/26; subject to Rural and Industries Bank indebtedness, to timber conditions, and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Yilgarn District (about 9 miles North of Boodarockin).

Corr. No. 2017/26. (Plan 54/80, EF3.)

Location 763, containing 1,756a. 0r. 2p., at 1s. 9d. per acre; classification page 33 of 981/26; subject to Rural and Industries Bank indebtedness, to timber conditions and to mining conditions; being C. E. Winterbourne's forfeited lease 20465/68.

Yilgarn District (about 3 miles East of Warrachuppin).

Corr. No. 2681/26. (Plans 54/80, E4, 35/80, E1.)

Location 382, containing 1,674a. 2r. 16p., at 1s. 9d. per acre; classification 565, sheet 49; subject to Rural and Industries Bank indebtedness, to timber conditions and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

WEDNESDAY, 2nd JUNE, 1948.

Esperance and Fitzgerald District (about 7 miles North-East of Truslove).

Corr. No. 1865/46. (Plan 402/80, D2.)

Locations Esperance 885, containing 966a. 1r. 12p. and Fitzgerald 335, containing 1,268a. 1r. 32p., both at 1s. 6d. per acre; subject to payment for improvements; being W. J. Lowe's cancelled application.

Nelson District (about 1 mile West of Knilkup).

Corr. No. 17268/10. (Plan 415C/40, D4.)

Locations 2843, 2539, 2540 and 4435, containing 290a., 168a., 148a. 2r. and 61a. 2r., respectively; classification pages 17 of 17268/10 and 12 of 3677/14; subject to Rural and Industries Bank indebtedness, to pricing, to timber conditions, and to special conditions governing selection in this district; being C. T. Jennings's forfeited leases 9691/56, 11538/68 and 11817/56.

Ninghan District (about 9 miles North of Wellbungin).

Corr. No. 207/34. (Plan 55/80, D1.)

Location 733, containing 1,000a., at 1s. 9d. per acre; classification page 50 of 207/34; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning this location is hereby cancelled.

Ninghan District (about 6 miles South-West of Bonnie Rock).

Corr. No. 4225/28. (Plan 67/80, A3 and 4.)

Locations 3106, containing 1,963a. 0r. 17p., 3108 and 3415, containing 1,277a. 3r. 31p., 3109 and 3366, containing 1,540a. 3r. 38p., all at 1s. 6d. per acre (as one holding); classifications pages 56 of 6455/27 (for loca-

tion 3106) and 53 and 54 of 6455/27 for the rest; subject to Rural and Industries Bank indebtedness: locations 3108, 3415, 3109 and 3366 subject to a cropping lease expiring 28/2/49; being A. Phipps' forfeited leases 55/1464 and 74/595, W. T. J. and E. H. Richardson's forfeited lease 68/388 and J. S. Proctor's forfeited leases 68/840 and 74/441.

Plantagenet District (about 7 miles East of Kenderup).

Corr. No. 1537/47. (Plan 445/80, BC3.)

Location 5145 (formerly portion location 4502), containing about 650a., at 5s. 6d. per acre (including survey fee); classification page 7 of 1537/47; subject to poison conditions; exemption from road rates for two years from date of approval of application; being part of location 4502, as comprised in H. T. St. Jack's cancelled application.

Plantagenet District (about 12 miles East of Mt. Barker).

Corr. No. 3302/45. (Plans 445/80, D1, 451/80, D1.)

All that portion of vacant Crown land in the Plantagenet District, containing about 5,000 acres, bounded by lines commencing at the North-East corner of location 3865, extending West and South repeatedly along boundaries of locations 5865, 4713, 4712, 1818, 1803 and reserve No. 21218, to the Eastern side of road No. 9889; thence generally Northward along said Eastern side of said road No. 9889 (excluding all that portion of location 4924 (reserve No. 22373) situate Eastward of said road) to a point due West from the South-West corner of location 4935; thence East to and along the Southern boundaries of locations 4935 and 1066 to the Western boundary of location 1150; thence South and East respectively along boundaries of said location 1150 and location 4026 to the South-West corner of the last-mentioned location; thence East along the Southern boundaries of locations 4026 and 4583 to the South-East corner of location 4583; thence North about 120 chains along the Eastern boundary of said location 4583 and its prolongation Northward to the Southern boundary of location 4377; thence generally Eastward along said Southern boundary of said location 4377 to a point due North of the North-Western corner of location 4375; thence South to and along the Western side of the said location 4375 to its South-West corner; thence West, South, and East, respectively, along boundaries of location 5618 to its South-East corner; thence South, West and South, respectively, along boundaries of locations 5003 and 4525 to a point on the Western boundary of said location 4525 situate due East of the starting point; thence West to the starting point; subject to survey, classification, pricing and to provision of any necessary roads; being D. and F. Ford's cancelled application.

Roe District (about 6 miles North of Karlgarin).

Corr. No. 4868/47. (Plan 345/80, E4.)

Location 1708, containing 1,386a. 1r. 1p., at 7s. 3d. per acre; classification page 40 of 4570/27; subject to payment for improvements and exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (about 4½ miles South-East of Karridale).

Corr. No. 2033/35. (Plan 440D/40, C4.)

Location 1529, containing 274a. 1r. 20p., at 7s. 6d. per acre; classification page 25 of 2033/35; subject to timber conditions, to inspection re phosphates, and to special conditions governing selection in this district; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Swan District (about 15 miles North-West of Gingin).

Corr. No. 512/43. (Plan 31/80, A3.)

Location 3704, containing 355a. 1r. 4p., at 4s. 9d. per acre; classification page 5 of 772/33; subject to timber conditions; exempt from road rates for two years from date of approval of application; being F. W. C. and M. G. Edwards' forfeited lease 347/3494.

Victoria District (about 15 miles East of Tardun).

Corr. No. 3754/27. (Plans 128/80, C1, 155/80, C4.)

Locations 8655 and 8436, containing 2,497a. 3r. 21p. and 2,501a. 1r. 15p., respectively, at 1s. 9d. and 2s. per acre, respectively; classification pages 4 of 3754/27 and 6 of 28/27, respectively; subject to Rural and Industries Bank indebtedness; being R. H. Peace's forfeited lease 22117/68 and G. R. B. Peace's forfeited lease 22119/68.

Williams District (about 2 miles South-East of Tincurbin).

Corr. No. 1768/37. (Plans 386A/40, C2, 386D/40, C3.)

Location 13556, containing 219a. 1r. 31p.; classification page 4 of 1768/37; subject to pricing and to survey of a road; being F. D. McGillivray's forfeited lease 365/618.

Yilgarn District (about 6 miles North-West of Westonla).

Corr. No. 6689/47. (Plan 35/80, D3.)

Locations 197, 173 and 174, containing 999a. 3r. 15p., 769a. 0r. 5p. and 795a. 2r. 35p., respectively, at 3s. 3d. per acre (as one holding); classification page 37 of 3202/22, Alkali Sheet 45; subject to Rural and Industries Bank indebtedness, to Goldfields Water Supply timber conditions, and to mining conditions; location 197 being D. A. Davies and D. McIntyre's cancelled applications. Previous *Gazette* notice concerning locations 173 and 174 is hereby cancelled.

WEDNESDAY, 9th JUNE, 1948.

Avon District (about 4 miles North-East of Bungulla.)

Corr. No. 1247/38. (Plan 25/80, A3.)

Location 20835, containing 466a. 3r. 11p., at 4s. 6d. per acre; classification page 10 of 1247/38; subject to poison conditions and exempt from road rates for two years from date of approval of application; being W. J. McLelland's forfeited lease 347/2190.

Avon District (about 2 miles North of Lake Brown).

Corr. No. 5002/27. (Plan 54/80, AB3 and 4.)

Location 25220, containing 989a., at 1s. 9d. per acre; classification page 9 of 5002/27; also locations 25296 and 25268, containing 2242a. 2r. 8p. and 2069a. 3r. 38p., respectively, at 1s. 6d. per acre; classifications pages 16 of 635/28 and 12 of 2733/37, respectively; subject to payment for improvements, if any. Previous *Gazette* notices concerning locations 25268 and 25296 are hereby cancelled; location 25220 being H. S. Jones' forfeited lease 68/732.

Cockburn Sound District (about 5 miles East of Mundijong).

Corr. No. 2025/39. (Plan 341C/40, D3.)

Location 920, containing 32a., at 7s. per acre (excluding survey fee); available to adjoining holders only, and subject to timber tramway reservation conditions.

Esperance District (about 11 miles West of Traslove).

Corr. No. 1953/36. (Plan 402/80, A3.)

Locations 874 and 875, containing 1199a. 2r. 1p. and 999a. 3r. 25p., respectively, at 1s. 6d. per acre; classification page 15 of 1953/36; subject to payment for improvements. Previous *Gazette* notice concerning these locations is hereby cancelled.

Fitzgerald District (near Dowak).

Corr. No. 6427/47. (Plan 392/80, B2.)

Locations 392 and 752, containing 1001a. 1r. 24p., and locations 393 and 216, containing 986a. 3r. 32p., all at 1s. 6d. per acre; subject to payment for improvements, if any. Previous *Gazette* notices concerning these locations are hereby cancelled.

Fitzgerald District (near Dowak).

Corr. No. 6559/47. (Plan 392/80, BC1 and 2.)

Locations 370 and 1121, containing 965a. 2r. 17p., location 372, containing 959a. 3r. 5p., and locations 375 and 786, containing 1000a. 2r. 23p., all at 1s. 6d. per

acre; subject to payment for improvements; location 372 being F. S. Young's forfeited lease 12788/56. Previous *Gazette* notices concerning balance of locations are hereby cancelled.

Meckering Agricultural Area (3 miles South-West of Meckering).

Open under Part V., section 53.

Corr. No. 772/48. (Plan 26D/40, A4.)

The Crown land, containing 3a. 26p., bounded on the Northwards by the Eastern Goldfields Railway Reserve, on the South-Eastwards by lot 61; and on the South-Westwards by the prolongation North-Westwards of the South-Western boundary of said lot 61. At 15s. per acre.

Melbourne District (10 miles West of Coomberdale).

Corr. No. 336/48. (Plan 63/80, B2 and 3.)

The Crown land, containing about 1320a. bounded by lines starting at the North-Easternmost corner of location 3340 and extending North about 40 chains; East about 110 chains; and South about 120 chains; thence West to the Eastern boundary of location 3340 aforesaid, and North along the said Eastern boundary to the starting point; subject to survey, classification, pricing and to the payment of the prescribed survey fee with application.

Ninghan District (near Lake Hillman).

Corr. No. 73/48. (Plans 65/80, B and C1 and 88/80, B4.)

1. The Crown land, containing about 400 acres, bounded by lines starting at the North-West corner of location 3507 and extending West about 80 chains, South about 45 chains and East about 30 chains to the Western boundary of reserve 21687 (location 3866); thence North-Westward, North-Eastward and South-Eastwards along boundaries of the said reserve 21687 to a point situate West of the South-Western corner of location 953; thence East to the South-West corner of location 953; thence Northwards along the Western boundary of location 953 and the Westernmost boundary of location 3507 to the starting point. 2. The Crown land, containing about 1500 acres, bounded on the Westward by locations 2204, 3507 and 2205, on the Northward by a one-chain road along the Southern boundary of location 2903 and on the Eastward and Southward by the shores of Lake Hillman. Subject to survey, classification and pricing.

Ninghan District (near Xantippe).

Corr. No. 785/46. (Plan 88/80, A4.)

The Crown land, containing about 1000 acres, bounded by lines starting at the South-Eastern corner of location 2241 and extending Northwards along the Eastern boundaries of locations 2241 and 2591 and the prolongation Northwards of the Eastern boundary of the latter location to a point opposite the South-Western corner of location 2678; thence Eastwards to and along part of the Southern boundary of location 2678 to the North-Western side of a one-chain road along the North-Western boundary of location 3893; thence South-Westwards along the said side of said road to the starting point. Subject to survey, classification and pricing.

Ninghan District (about 15 miles North of Cleary).

Corr. No. 2476/32. (Plan Lake Harvey, Sheet 2.)

Location 3255, containing 1513a. 3r. 5p., at 1s. 9d. per acre; classification page 1 of 2532/29; subject to payment for improvements, if any; being D. G. McDermid's forfeited lease 68/3677.

Ninghan District (about 14 miles North of Cleary).

Corr. No. 3945/30. (Plan Lake Harvey, Sheet 2.)

Locations 3257 and 3818, containing 1864a. 0r. 20p., at 1s. 6d. per acre; classification page 1 2532/29; subject to payment for improvements; being W. McLeod's forfeited leases 68/2844 and 74/1132.

Ninghan District (about 11 miles North of Beacon).

Corr. No. 1108/30. (Plans 66/80, C1, 36/300.)

Locations 2944 and 3830, containing 2464a. 3r. 1p., and locations 2945 and 3470, containing 1008a. 0r. 7p., all at 1s. 6d. per acre; classifications pages 14 and 15

of 6064/28; subject to Rural and Industries Bank indebtedness; being S. Lawson's forfeited leases 68/3268 and 74/1356 and A. J. Woodgate's forfeited leases 55/1791 and 74/921.

Ninghan District (about 1 mile North-West of Dalgouring).

Corr. No. 864/30. (Plan 66/80, D2 and 3.)

Location 3142, containing 1620a. 2r. 39p., at 1s. 6d. per acre; classification page 1 of 6064/28; subject to Rural and Industries Bank indebtedness; being M. Taylor's forfeited lease 68/2389.

Ninghan District (about 2 miles North-West of Dalgouring).

Corr. No. 869/30. (Plan 66/80, D2.)

Locations 3140 and 3150, containing 3091a. 0r. 36p. and 2092a. 2r. 28p., respectively, at 1s. 6d. per acre; classifications page 1 of 6064/28; subject to Rural and Industries Bank indebtedness; location 3140 being G. R. Bergland's cancelled application, location 3150 being G. R. Bergland's forfeited lease 68/2327.

Plantagenet District (near Hallowell Siding).

Open under Part V., section 53.

Corr. No. 6393/09. (Plan 452C/40, D4.)

Location 4769, containing 5a. 3r. 14p., at 18s. per acre (including survey fee).

Plantagenet District (near Mt. Hallowell).

Corr. No. 3583/09. (Plan 456B/40, E1.)

Location 5120, containing about 37a.; subject to survey, classification and pricing.

Plantagenet District (about 4 miles West of Narrikup).

Corr. No. 3415/47. (Plan 451/80, A2.)

Location 5138, containing about 60a.; subject to survey, classification and pricing.

Plantagenet District (12 miles East of Mt. Barker).

Corr. No. 5591/47. (Plan 451/80, C1.)

The Crown land, containing about 200 acres, bounded on the Southward by road No. 9257, on the Westward by reserve 7139 and location 4744, on the Northward by a Southern boundary of location 4923 and its prolongation Westward and on the Eastward by locations 4909 and 4798; subject to survey, classification and pricing and to the provision of any necessary roads.

Roe District (5 miles Westward of Karlgarin).

Corr. No. 436/48. (Plan 376/80, D1.)

Location 2066, containing about 260a., at 2s. 6d. per acre (including survey fee); subject to survey.

Roe District (6 miles North-West of Hyden).

Corr. No. 954/48. (Plan 345/80, F4.)

The Crown land containing about 200 acres bounded on the Northwards and Eastwards by boundaries of location 768, on the Southwards by a one-chain road along the Northern boundary of location 310, and on the Westwards by the prolongation Southwards of the Westernmost boundary of location 768; subject to survey, classification and pricing; available to adjoining holders only.

Sussex District (about 3½ miles East of Karridale).

Selection restricted to members of the Forces.

Corr. No. 218/34. (Plan 440D/40, B4.)

Location 2666, containing 231a. 0r. 24p., at 11s. 6d. per acre; classification page 3 of 1495/31; subject to timber conditions, to inspection re phosphates and to special conditions governing selection in this district; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (10 miles South of Busselton).

Corr. No. 4192/47. (Plan 413C/40, D4.)

Location 3883, containing about 116a.; subject to survey and pricing.

Sussex District (North-East of Cowaramup).

Corr. No. 1474/25. (Plan 413D/40, B4.)

Location 3864, containing about 120 acres, bounded on the North-Eastwards by a one-chain road along the South-Western boundary of location 2530, on the South-Eastwards by location 2731, on the South-Westwards by location 3828, and on the North-Westwards by Bussell Highway; also location 3865, containing about 60 acres, bounded by lines starting at the South-Eastern corner of location 2726 and extending Northwards along the Eastern boundary of said location 2726 about 50 chains, thence East to a point one chain distant from and Westward of the Western boundary of location 2201, thence South to the North-Eastern boundary of location 1697, and North-Westward along the said North-Eastern boundary to the starting point; subject to survey, classification and pricing.

Sussex District (about 2 miles South-West of Carbanup).

Corr. No. 5945/47. (Plan 413D/40, B and C3.)

The Crown land, containing about 180 acres, bounded on the Northwards by location 2929, on the Eastwards by locations 2265 and 2511, on the Southwards by location 956, and on the Westwards by Bussell Highway; subject to survey, classification and pricing, and to the excision of any necessary roads.

Victoria District (near Tenindewa).

Open under Part V., section 53.

Corr. No. 4835/25. (Plan 156/80, B3.)

Location 8267, containing 10a. 2r. 34p., at 10s. per acre; available to adjoining holders only.

Williams District (2 miles South-West of Harrismith).

Corr. No. 566/44. (Plan 386A/40, C2.)

Location 12238, containing 1059a. 1r. 20p., at 2s. 6d. per acre (including survey fee); subject to payment for improvements; poison to be eradicated to the satisfaction of the Minister for Lands before the Crown grant issues.

Williams District (10 miles North of Pingrup).

Corr. No. 329/48. (Plan 407/80, C and D3.)

The Crown land, containing about 1080 acres bounded by lines starting at the North-Western corner of location 9787 and extending North about 60 chains, East about 180 chains, and South about 60 chains; thence Westward to and along the Northern boundary of location 9787 aforesaid to the starting point; subject to survey, classification, pricing and to the excision of any necessary roads.

Williams District (about 14 miles North of Pingrup).

Corr. No. 6190/47. (Plan 407/80, C1.)

The Crown land, containing about 65 acres, bounded on the Northward by the Southernmost boundary of location 12485, on the Eastward by the prolongation Southward of the Eastern boundary of location 12485, on the Southward by a one-chain road along the Northern boundary of location 13221 and on the Westward by a one-chain road along the Eastern boundary of location 11091; subject to survey, classification and pricing.

Williams District (about 12 miles North of Pingrup).

Corr. No. 183/42. (Plan 407/80, D2.)

Location 12571, containing 1000a. 1r. 24p., at 5s. 6d. per acre; subject to payment for improvements, if any; being P. B. Shiner's forfeited lease 347/3223.

Williams District (about 5 miles North-West of Wagin).

Open under Part V., section 53.

Corr. No. 5918/23. (Plan 409B/40, D1 and 2.)

Locations 12978, 12729, 14026, and 11670, containing 2a. 3r. 20p., 9a. 0r. 29p., 5a. 3r. 2p., and 9a. 3r. 34p. respectively; all at 15s. per acre; available to adjoining holders only; being J. W. T. Morris' forfeited leases 1346/57, 1217/57 and 57/228.

H. E. SMITH,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

Closure of Road.

I, E. M. GRUNDY, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Mundaring Road Board to close the said portion of road, viz.:—

Mundaring.

1782/30.

M.451. Portion of road No. 8633 leaving road No. 28 opposite the North-West corner of Avon Location 1776 and extending (as surveyed) North-Westward through reserve 6203, Crown lands and location 25481 to a surveyed road on the South boundary of location 7014. (Plan 2A/40, A2.)

EDITH M. GRUNDY.

I, H. Robinson, on behalf of the Mundaring Road Board, hereby assent to the above application to close the road therein described.

H. ROBINSON,
Chairman Mundaring Road Board.
13th May, 1948.

PUBLIC WORKS TENDERS.

Tenders, closing at Perth, 2.30 p.m., Tuesday on dates mentioned hereunder, are invited for the following:—

Work—Broomehill—New Police Station and Quarters (10051); 25th May, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Police Station, Broomehill, on and after 11th May, 1948.

Work—Glenorchy School, Additions—Removal of Dinningup School (10052); 25th May, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Courthouse, Katanning, on and after 11th May, 1948.

Work—Highgate School—Repairs and Renovations (10053); 25th May, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 11th May, 1948.

Work—Collie High School—New Drinking Troughs (10054); 25th May, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Courthouse, Collie, on and after 11th May, 1948.

Work—Gwalia State Hotel—Repairs and Renovations (10056); 1st June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and the Mining Registrar's Office, Leonora, on and after the 18th May, 1948.

Work—Gwalia State Hotel—Repairs and Renovations (10059); 1st June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and Mining Registrar's Office, Leonora, on and after the 18th May, 1948.

Work—Pemberton Hospital—Hot Water Service (10055); 8th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, 7th May, 1948.

Work—Cranbrook School—Additions (10057); 8th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and the Courthouse, Katanning, on and after the 25th May, 1948.

Work—Kalgoorlie School of Mines—New Latrines (10058); 8th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after the 25th May, 1948.

Work—Byford School—Additions (10060); 8th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 25th May, 1948.

Work—Collie Power Station—Staff Cottages, Retiling Roofs (10061); 8th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and Narrogin, and the Courthouse, Collie, on and after the 1st June, 1948.

Work—Darkan School and Quarters—Additions and Repairs and Renovations (10062); 15th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and Narrogin, and the Courthouse, Collie, on and after the 1st June, 1948.

Work—South Kalgoorlie School—Alterations (10063); 15th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after the 1st June, 1948.

Work.—Brunswick School—Additions, Removal of Classroom from North Drakesbrook (10064); 15th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bmbury, and at Police Station, Pinjarra, on and after the 1st June, 1948.

Work.—Northam Hospital—Additions and Alterations (10065); 15th June, 1948; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after the 1st June, 1948.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. the Minister for Works, Public Works Department, The Barracks, St. George's Place, Perth," and must be indorsed "Tender." The highest, lowest, or any tender will not necessarily be accepted.

W. C. WILLIAMS,
Under Secretary for Works.

21st May, 1948.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 532/48.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in Reticulation Area No. 14, Cottesloe, within the boundaries of the Mosman Park Road District as hereunder described:—

Commencing at a point in the centre of Wellington Street opposite the South-West corner of lot 306 Wellington Street and proceeding North across Wellington Street and along the Western boundary of said lot 306 to its North-West corner; thence East along the Northern boundaries of lots 306 and 307 Wellington Street to the North-Eastern corner of said lot 307; thence South along the Eastern boundary of said lot 307 and its prolongation to the centre of Wellington Street; thence East along the centre of Wellington Street to the centre of Manning Street; thence South-Westerly along the centre of Manning Street to the centre of Samson Street; thence East along the centre of Samson Street to a point opposite the North-East corner of lot 534 Samson Street; thence South across Samson Street and along the Eastern boundary of said lot 534 and its prolongation to the centre of right-of-way between Samson Street and Jameson Street; thence West along the centre of said right-of-way to and across Manning Street and along the Southern boundary of lot 4 Manning Street and its prolongation to the centre of right-of-way between lot 17 Calero Street and lots 15 and 16 Manning Street; thence South along the centre of said right-of-way to the centre of Calero Street; thence West along the centre of Calero Street to a point opposite the South-West corner of lot 27 Calero Street; thence North across Calero Street and along the Western boundary of said lot 27 and its prolongation to the centre of right-of-way between Samson Street and Calero Street; thence West along the centre of said right-of-way to the centre of Palmerston Street; thence North along the centre of Palmerston Street to the centre of Wellington Street; thence East along the centre of Wellington Street to the point of commencement as shown in blue on Plan M.W.S.S. and D.D., W.A. No. 7122.

Owners of property situated within the boundaries of above area are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st August, 1948, if premises not previously connected and be payable in advance. If premises are connected prior to 1st August, 1948, rates will be charged from date of connection.

A plan of the works to be carried out at each property must first be obtained from the Department.

Dated this 21st day of May, 1948, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 279/48.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area 3, Bayswater, to serve lot No. 386 Crowther Street.

The owner of the abovementioned property is hereby notified that such property is capable of being connected to the sewer and must, therefore, connect his premises to the sewer within 30 days from date of service of prescribed notice; and is also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st August, 1948, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st August, 1948, rates will be charged from date of connection.

A plan of the works to be carried out at each property must first be obtained from the Department.

Dated this 21st day of May, 1948.

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 376/45.

NOTICE is hereby given, in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, that water mains have been laid in the undermentioned streets in districts indicated:—

East Fremantle Municipality.

1557/47—Osborne Road, from lot 13 to lot 12—Southerly.

Fremantle Municipality.

38/48—Paget Street, from lot 72 to lot 33—Northerly.

1081/47—Ocean Road, from Hickory Street to Alice Avenue—Easterly. Alice Avenue, Ocean Road to lot 24—Southerly.

Perth Municipality.

1292/47—Carrington Street, from Eton Street to lot 103—Westerly.

Bechnont Park Road District.

1448/47—Toorak Road, from Copley Road to lot 40—North-Westerly.

Canning Road District.

1461/47—Railway Crescent, from lot 198 to South-East part lot 39—North-Westerly.

122/48—Boundary Road, from lot 15 to lot 22—South-Westerly.

Melville Road District.

447/48—Waddell Road, from lot 965 to lot 964—Northerly.

Mosman Park Road District.

169/48—Marlborough Street, from Wellington Street to lot 8—Southerly. 89/48—Arthur Street, from lot 28 to lot 29—Westerly.

Nedlands Road District.

1295/47—Iolanthe Street, from Servetus Street to lot 10—Westerly.

1108/47—Browne Avenue, from lot 126 to lot 124—North-Easterly. Hobbs Avenue, from lot 93 to lot 90—Easterly.

Perth Road District.

1342/47—McDonald Street, from Banksia Street to lot 8—Westerly.

924/47—Beach Road, from lot 54 to lot 2—Easterly.

41/48—Hohnarth Street, from lot 171 to lot 1—North-Westerly.

1483/47—Walcott Street, from lot 636 to lot 639—North-Westerly.

1479/47—McDonald Street, from lot 986 to lot 135—Easterly.

South Perth Road District.

1136/47—Bessell Avenue, from lot 394 to lot 387—Easterly.

And the Minister for Water Supply, Sewerage and Drainage is, subject to the provisions of the Act, prepared to supply water from such mains to lands within rateable distance thereof.

Dated this 21st day of May, 1948.

J. C. HUTCHINSON,
Under Secretary.

MUNICIPAL CORPORATIONS ACT, 1906-1947.

Subiaco Municipality.

Lease of Land.

Department of Public Works,
Perth, 17th May, 1948.

P.W. 1958/37.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has consented, under the provisions of section 211 of the Municipal Corporations Act, 1906-1947, to the lease of all that piece of land being portion of Daglish Lot 422 containing 1 rood 39.2 perches and being part of the land comprised in Certificate of Title Volume 1091 Folio 3 granted by the Subiaco Municipality for a term of 99 years to Kingsley Lincoln Watson of 6 The Grove, Wembley.

(Sgd.) W. C. WILLIAMS,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-1946.

Capel Road Board.

Notice of Intention to Borrow.

Proposed Loan of £700.

NOTICE is hereby given that the Capel Road Board proposes to borrow the sum of £700 to be expended on works and undertakings in the Capel Road District, the said works and undertakings being the erection of stock saleyards at Boyanup.

Particulars showing the proposed expenditure of the money to be borrowed and plans and specifications of the proposed works are open for inspection by the ratepayers at the office of the Board for one month after the last publication of this notice during office hours.

The amount of £700 is proposed to be raised by the sale of debentures repayable with interest by 20 half-yearly instalments over a period of 10 years after the issue thereof in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding $3\frac{1}{2}$ per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon to be paid at the Union Bank, Capel.

Any loan rate necessary for the payment of interest and instalments will be levied over the whole district.

Dated the 23rd day of April, 1948.

H. T. DUNKLEY,
Chairman.

W. M. WRIGHT,
Secretary.

ROAD DISTRICTS ACT, 1919-1947.

Manjimup Road Board.

Department of Public Works,
Perth, 17th May, 1948.

P.W. 870/37.

IT is hereby notified, for general information that His Excellency the Lieutenant-Governor has approved of the purchase of a road grader and three steel tips for trucks as works and undertakings for which money may be borrowed under Part VII of the Road Districts Act, 1919-1947, by the Manjimup Road Board.

(Sgd.) W. C. WILLIAMS,
Under Secretary for Works.

ROAD DISTRICTS ACT, 1919-1947.

Bridgetown Road Board.

Department of Public Works,
Perth, 20th May, 1948.

P.W. 1516/38.

IT is hereby notified, for general information that His Excellency the Lieutenant-Governor has approved of the purchase of 1,000 cubic yards of blue metal as an undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1947, by the Bridgetown Road Board.

(Sgd.) W. C. WILLIAMS,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-42.

(Form 90).

Kondinin Road Board—Notice of Sale.

IN pursuance of instructions from the District Magistrate, Williams District, I shall cause to be sold at the Town Hall, Kondinin, at 3.30 p.m. on Monday, 7th June, 1948, all those parcels of land shown in the Schedule hereunder, unless all rates and costs are sooner paid.

Dated the 27th day of April, 1948.

D. J. CAMERON,
Bailiff, Local Court, Kondinin.

Schedule.

The Rates Due to the Board and in Arrear to 30/6/47; the Name and Address of every person in Western Australia appearing on search in the Office of Titles and Registry of Deeds to have any Estate or Interest in the Land, and the Names and Addresses so far as known to the Secretary to the Board, of every other Person having any Estate or Interest in the Land; Description of Land; Vol. and Fol.; Area.

No. 1. Rd., £22 14s. 2d.; H., £1 15s. 8d.; George Dance, Kondinin. Mr. H. W. Dance, Mrs. M. Dance and Mr. Maddren, all of 5 Penton Road, Victoria Park, Western Australia. Location bounded West, North and East with three plain wire fence, not subdivided; lot 133; 1029, 206; 5a. 0r. 1p.

No. 2. Rd., £22 14s. 2d.; H., £1 15s. 8d.; George Dance, Kondinin, Mr. H. W. Dance, Mrs. M. Dance and Mr. Maddren, all of 5 Penton Road, Victoria Park, Western Australia. Location bounded West, South and East with three plain wire fence not subdivided; lot 134; 1029, 213; 5a. 1r. 14p.

No. 3. Rd., £27 5s.; H., £1 16s. 3d.; George Dance, Kondinin, Mr. H. W. Dance, Mrs. M. Dance and Mr. Maddren, all of 5 Penton Road, Victoria Park, Western Australia. M.T.C.E. 4126/1929, National Bank. Location bounded West and South side with three plain wire fence, East boundary rabbit netting. Loc. 16612 subdivided North boundary with lot 39. (Two-roomed galvanised Iron Cottage in state of disrepair). Lot 40; 1001, 212; 7a. 2r. 35p.

ROAD DISTRICTS ACT, 1919-1947.

Lake Grace District Road Board.

Prevention of Straying Stock By-Laws.

P.W. 1179/27.

THE Lake Grace District Road Board acting pursuant to section 201 (44) of the Road District's Act, 1919-1946, doth hereby make the following by-laws:—

(1) No person shall suffer or allow any animal to stray on any road within the district of the Lake Grace Road Board. Penalty for breach of this by-law shall be a fine not exceeding £5 per head, with a minimum of 10s. per head for a first offence.

(2) Any person being the owner of or having in his possession, charge, or custody, any animal shall prevent such animal from straying on any road within the district of the Lake Grace Road Board. Penalty for breach of this by-law shall be a maximum of £5, with a minimum of 10s. for a first offence, per each head of stock.

Passed and adopted by resolution of the Lake Grace Road Board on the 10th day of January, 1948.

D. L. ELLIOTT,
Chairman.

WM. COLQUHOUN,
Secretary.

Recommended.

(Sgd.) A. F. WATTS,
Minister for Local Government.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 13th day of May, 1948.

(Sgd.) R. C. GREEN,
Clerk of the Council.

THE ROAD DISTRICTS ACT, 1919-47.

Road Board Elections.

Department of Public Works,
Perth, 18th May, 1948.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-47, that the following gentlemen have been elected Members of the undermentioned Road Boards to fill the vacancies shown in the particulars hereunder:—

Date of Election; Member Elected—surname, Christian name; Ward; Occupation; How Vacancy Occurred: (a) Effluxion of time, (b) Resignation, (c) Death; Name of Previous Member; Remarks.

Albany Road Board.

17th April, 1948; Lange, Bemmo. Edwin; King; farmer; (a); S. J. Hicks.

17th April, 1948; Shirley, Clifford Aubrey Roy; Grassmere; farmer; (a); C. A. R. Shirley; unopposed.

17th April, 1948; Green, Howard Richard; Napier; farmer; (a); L. Jordan; unopposed.

Ashburton Road Board.

17th April, 1948; Greenway, Ronald Charles; West; pastoralist; (a); R. C. Greenway; unopposed.

Augusta-Margaret River Road Board.

17th April, 1948; McDonald, John D.; Augusta; storekeeper; (b); R. S. Chamberlain; unopposed.

Balingup Road Board.

17th April, 1948; Searr, Herbert; Lower Balingup; farmer; (a); Searr, Herbert.

17th April, 1948; Smith, Frederic John; Upper Balingup; farmer; (a); Smith, Fred J.

17th April, 1948; Lewis, John; Upper Capel; farmer and sawmiller; (a); Lewis, John; unopposed.

Bayswater Road Board.

17th April, 1948; Menmuir, Edward, jun.; Central; insurance manager; (a); Menmuir E., jun.; unopposed.

17th April, 1948; Hawkins, Henry Albert Osborne; West; furniture manufacturer; (a); Hawkins, H. A. O.; unopposed.

Belmont Park Road Board.

17th April, 1948; Faulkner, Patrick John; West; farmer; (a); Blacklock, S. E.

17th April, 1948; Forster, Clive Manning; South; grocer; (a); Forster, C. M.

Beverley Road Board.

17th April, 1948; Heal, William E. Arthur; North-East; farmer; (a); W. E. A. Heal; unopposed.

17th April, 1948; Wansbrough, Joseph Melrose; Kokeby; farmer; (a); J. M. Wansbrough; unopposed.

17th April, 1948; Eyles, William; Central; hairdresser and tobacconist; (a); F. H. Blechynden.

Broomehill Road Board.

17th April, 1948; Meyer, George Frederick; Central; farmer; (a); G. F. Meyer; unopposed.

17th April, 1948; McGuire, Arthur Phillip; South-East; farmer; (a); A. P. McGuire; unopposed.

17th April, 1948; Hardie, Robert Archibald; South-West; farmer; (a); R. A. Hardie; unopposed.

Bruce Rock Road Board.

17th April, 1948; Finkelstein, William; Kwolyin; farmer; (a); W. Finkelstein.

17th April, 1948; Harling, Henry George; Belka; farmer; (a); H. G. Harling; unopposed.

Canning Road Board.

17th April, 1948; Hunt, Leslie Ernest; West; contractor; (a); L. E. Hunt.

17th April, 1948; Treasure, Charles William; Central; dairy farmer; (a); C. W. Treasure.

17th April, 1948; Kielman, Charles John; South; dairy farmer; (a); V. W. Webb.

Capel Road Board.

17th April, 1948; Hutton, William Walter; Stratham; farmer; (a); W. W. Hutton; unopposed.

17th April, 1948; Scott, Erle Eugene Augustus; Elgin; farmer; (a); E. E. A. Scott; unopposed.

Chittering Road Board.

17th April, 1948; Edmonds, Ernest Harold; Bindoon; orchardist; (a); E. H. Edmonds; unopposed.

17th April, 1948; Betts, Edward Harold; Wannamal; orchardist; (a); E. H. Betts; unopposed.

Collie Road Board.

31st March, 1948; Moir, Charles John; West; farmer; (a); C. J. Moir; unopposed.

Corrigin Road Board.

17th April, 1948; Ryan, George James; Kunjin; farmer; (a); Wm. P. Overhue; unopposed.

17th April, 1948; Spanney, Alfred; Central; agent; (a); A. Spanney; unopposed.

17th April, 1948; Johnston, Robert; Kunren-Kutten; farmer; (a); R. Johnston; unopposed.

17th April, 1948; White, Edmund George; Dondakin; farmer; (a); A. C. Campbell; unopposed.

Cranbrook Road Board.

17th April, 1948; Armstrong, Wilfred Lester Gordon; Gordon; farmer; (a); W. L. G. Armstrong; unopposed.

17th April, 1948; Spratt, Frank England; Tenterden; farmer; (a); F. E. Spratt; unopposed.

17th April, 1948; Rodgers, Stephen Terence; Central; transport owner; (a); H. E. Clapin.

Cuballing Road Board.

17th April, 1948; Gront, George; South-East; farmer; (a); G. Gront.

17th April, 1948; Knight, Stephen Henry; Cuballing; farmer; (a); H. J. Kelly; unopposed.

17th April, 1948; Parsons, Walter Warren; Central West; farmer; (a); W. W. Parsons; unopposed.

Cue Road Board.

31st March, 1948; Read, Donald William; Big Bell; mill superintendent; (a); A. A. McLeod; unopposed.

31st March, 1948; Peken, James George; Cue; retired; (a); J. G. Peken; unopposed.

31st March, 1948; Meehan, Jack; Day Dawn; pastoralist; (a); J. Meehan; unopposed.

31st March, 1948; Boyd, James; Tuckanarra; hotel keeper; (a); J. Boyd; unopposed.

Cunderdin Road Board.

17th April, 1948; Reynolds, Austin Hill; West; farmer; (a); A. H. Reynolds; unopposed.

17th April, 1948; Dennis, George Freeman; Central; farmer; (a); G. F. Dennis; unopposed.

17th April, 1948; Nottage, Robert Burley; East; farmer; (a); F. J. Mackin; unopposed.

Dalwallinu Road Board.

17th April, 1948; Consins, Charles Henry; South; farmer; (a); G. H. Mills.

17th April, 1948; Hyde, Arthur Blatchford; Central; farmer; (a); A. B. Hyde; unopposed.

17th April, 1948; Myers, Frederick George; North; farmer; (a); F. G. Myers; unopposed.

Dandaragan Road Board.

31st March, 1948; Hockridge, Robert William; —; farmer; (b); W. A. Inglis; unopposed.

Dardanup Road Board.

17th April, 1948; Simpson, Harold; North; farmer; (b); Thomas Tyrrell; unopposed.

17th April, 1948; Panizza, Bernard Albert; South; farmer; (a); B. A. Panizza; unopposed.

17th April, 1948; Gardiner, Guy Ronald; East; farmer; (a); G. R. Gardiner; unopposed.

Darling Range Road Board.

17th April, 1948; Airey, Quentin; Kalamunda; flower grower; (a); Q. Airey; unopposed.

17th April, 1948; Madderson, William; Maida Vale; orchardist; (a); W. Madderson; unopposed.

17th April, 1948; Eversden, Frederick; Lesmurdie; florist; (a); F. Eversden; unopposed.

Denmark Road Board.

17th April, 1948; Berridge, Percy; Scotsdale; farmer; (a); Percy Berridge.

17th April, 1948; Hard, Gustave Alfred; Town; farmer; (a); James Paterson.

17th April, 1948; Thorne, Herbert Samuel; Kent; farmer; (a); H. S. Thorne; unopposed.

17th April, 1948; Anning, Arthur; Nornalup; farmer; (a); J. A. Thomson; unopposed.

Dowerin Road Board.

17th April, 1948: Henning, Alan Hamilton: Man-manning: farmer: (a): Edwin C. Cosh: unopposed.

17th April, 1948: Sanders, Andrew: Dowerin: farmer: (a): A. A. Metcalf: unopposed.

17th April, 1948: Fraser, Raymond Maurice: Daren: farmer: (a): J. A. Maisey: unopposed.

Drakesbrook Road Board.

17th April, 1948: Knox, Ronald Smith: Town: store-keeper: (b) at (a): C. H. Henning: unopposed.

17th April, 1948: Bowles, Henry Robert: North: farmer: (b) at (a): E. Marsden.

17th April, 1948: Cumming, John: South: farmer: (a): J. Cumming: unopposed.

17th April, 1948: McNeill, Edward Beatty: East: farmer and hotelkeeper: (a): E. B. McNeill: unopposed.

17th April, 1948: *Forrington, Walter Roy: East: farmer: (b): F. W. Edmunds: unopposed.

Dundas Road Board.

17th April, 1948: Hobby, Alfred Douglas: Salmon Gums: farmer: (a): F. A. Newman: unopposed.

17th April, 1948: McGillivray, Archibald Hay: Norseman: miner: (a): A. H. McGillivray: unopposed.

Gaseoyne-Minilya Road Board.

17th April, 1948: Scott, Robert Charles: Central: pastoralist: (a): R. C. Scott: unopposed.

17th April, 1948: Morrell, Jack: Wooramel: pastoralist: (a): D. G. MacLeod: unopposed.

Gingin Road Board.

31st March, 1948: de Burgh, William John: West: grazier: (a): W. J. de Burgh: unopposed.

31st March, 1948: McCormick, Horace William: West: grazier: (a): H. W. McCormick: unopposed.

Geraldton Road Board.

17th April, 1948: Bone, John Matthew: South: farmer: (a): J. M. Bone.

17th April, 1948: Reedy, Herbert John: East: grazier: (a): H. J. Reedy: unopposed.

Goomalling Road Board.

17th April, 1948: Millstead, Terence Gerald: North: farmer: (a).

17th April, 1948: Slater, William George: Central: farmer: (a): French, W. A.

17th April, 1948: Leeson, Peter William: South: farmer: (a): unopposed.

Gosnells Road Board.

17th April, 1948: Packer, Jack Frederick: Kenwick: gardener: (a): Packer, J. F.

17th April, 1948: Morris, Norman Adair: Maddington: gardener: (a): Morris, N. A.: unopposed.

17th April, 1948: Martin, Edward Victor: Gosnells: orchardist: (a): Martin, E. V.

Greenbushes Road Board.

17th April, 1948: Browne, Robert Maslin: —: farmer: (a): Fullerton, A. H.: unopposed.

17th April, 1948: Doye, Achille Peter Paul: —: farmer: (a): Sells, C. E.: unopposed.

Harvey Road Board.

17th April, 1948: Lowe, Jack: Central: agent: (a): Lowe, J.: unopposed.

17th April, 1948: Miller, Alexander: Benger: farmer: (a): Miller, A.: unopposed.

17th April, 1948: Wilson, Alex: North: farmer: (a): Wilson, A.

Irwin Road Board.

17th April, 1948: Dempster, William Edward: North: farmer: (a): Dempster, W. E.: unopposed.

17th April, 1948: Leitch, James Alexander: Denison: contractor: (a): J. A. Leitch: unopposed.

17th April, 1948: Box, Leslie Kenny: Town: farmer: (a): L. K. Box: unopposed.

17th April, 1948: Gillam, Arthur John: South-East: pastoralist: (b): N. R. Healy: unopposed.

Kalgoorlie Road Board.

17th April, 1948: Rogers, Albert Thomas: —: engineer: (a): Leahy, D. J.

17th April, 1948: Johns, Norman Henry: —: merchant: (a): Mann, W. S.

17th April, 1948: Moore, Wesley George: —: public accountant: (a): Nankerville, E. N.

Katanning Road Board.

17th April, 1948: Noonan, William Hubert: Moojebing: farmer: (a): McDougall, A. V.

17th April, 1948: Symmott, Frances Inglis: Central: journalist: (a): Balston, M.: unopposed.

17th April, 1948: Freeth, Gordon: Central: solicitor: (a): Freeth, G.: unopposed.

17th April, 1948: Beeck, Marcus Truby: East: farmer: (a): Beeck, M. T.: unopposed.

Kent Road Board.

17th April, 1948: Jury, Roy Melville: Nyabing: farmer: (a): Jury, R. M.: unopposed.

17th April, 1948: Haddleton, Arnold Edward: Pingrup: farmer: (a): Haddleton, A. E. unopposed.

Kojonup Road Board.

17th April, 1948: Benn, Ralph: Namarillup: farmer: (a): Benn, R.: unopposed.

17th April, 1948: Stewart, John Maurice: Ongerup: farmer: (a): Russell, R. N.: unopposed.

17th April, 1948: Jones, Ernest Charles Felix: Kojonup: farmer: (a): Jones, E. C. F.: unopposed.

Kondinin Road Board.

17th April, 1948: Growden, Keith Maxwell: East: farmer: (a): Growden, K. M.: unopposed.

17th April, 1948: Biggin, Harry: West: farmer: (b): Hawkins, A. N.: resigned.

17th April, 1948: Ray, Harry Allen: Karlgarin: farmer: (a): Ray, H. A.: unopposed.

17th April, 1948: Lynch, Thomas Alphonsus: Hyden: farmer: (a): Lynch, T. A.: unopposed.

Koorda Road Board.

17th April, 1948: Braid, Norman Alexander: West Dukin: farmer: (a): Braid, N. A.: unopposed.

17th April, 1948: Price, James William: Koorda: farmer: (a): Price, J. W.: unopposed.

17th April, 1948: Strahan, Byron Henry: Newearlbeon: farmer: (a): Strahan, B. H.: unopposed.

Kulin Road Board.

17th April, 1948: Kirby, Reginald John: Jitarning: farmer: (a): Kirby, R. J.: unopposed.

17th April, 1948: Hodgson, Henry John: East: farmer: (a): Hodgson, H. J.: unopposed.

17th April, 1948: Fisher, Robert Archibald: Kulin: agent: (b): Johnston, H. C.: unopposed.

17th April, 1948: Dare, Harry Reginald: Dndimin: farmer: (a): Butterworth, J. H.: unopposed.

Kununoppin-Trayning Road Board.

17th April, 1948: Pope, Hugo: Kununoppin: farmer: (a): Pope, H.: unopposed.

17th April, 1948: Couper, William Donald: Trayning: farmer: (a): Couper, W. D.: unopposed.

17th April, 1948: McAndrew, Robert Charles: Yelbeni: farmer: (a): McAndrew, R. C.: unopposed.

Lake Grace Road Board.

17th April, 1948: Hetherington, Nelson: King: farmer: (a): Hetherington, N.: unopposed.

17th April, 1948: Morton, William Keir: Biddy: farmer: (a): Lloyd, J. H.

Leonora Road Board.

17th April, 1948: Hadfield, Herbert Thomas: Leonora: pastoralist: (a): Hadfield, H. T.: unopposed.

17th April, 1948: Turnbull, George Bracey: Gwalia: metallurgist: (a): Turnbull, G. B.: unopposed.

17th April, 1948: MacKinnon, Donald de Burgh D'Arcy: Lawlers: pastoralist: (a): MacKinnon, D. D.: unopposed.

Manjimup Road Board.

17th April, 1948: Hodgson, Arthur Ernest: North: farmer: (a): Hodgson, A. E.: unopposed.

17th April, 1948: McKay, Annie: North: home duties: (b): Limmer, H. J.: unopposed.

17th April, 1948: Thompson, Louis: Manjimup: garage proprietor: (a): Rees, L. J.: unopposed.

17th April, 1948: King, Harry Percival: Warren: farmer: (a): King, H. P.: unopposed.

South Perth Road Board.

17th April, 1948: Lambert, Sydney: East: industrial officer: (a): Lambert, S.: unopposed.

Tableland Road Board.

17th April, 1948; Ion, Herbert John; —; station manager; (c); Dun, G. F.; unopposed.
 17th April, 1948; Broadhurst, Cecil Horace; —; manager; new seat; —; unopposed.
 17th April, 1948; Parsons, Roy; —; pastoralist; (a); Parsons, R.; unopposed.
 17th April, 1948; Gordon, Leslie Arthur; —; pastoralist; (a); Gordon, L. A.; unopposed.

Tambellup District Road Board.

17th April, 1948; Cadd, Walter Ernest; Central; stock agent; (a); Consius, J. W.
 17th April, 1948; Miller, William Edward; South; farmer; (a); Hull, T. G.; unopposed.
 17th April, 1948; Reynolds, Reginald Arnold; North-West; farmer; (a); Reynolds, R. A.; unopposed.

Three Springs Road Board.

17th April, 1948; Brimson, Lionel Henry; Town; farmer; (a); Thorpe, J. J.
 17th April, 1948; Connaughton, Fergus; Dudawa; farmer-grazier; (a); Connaughton, F.; unopposed.

Toodyay Road Board.

17th April, 1948; Dawson, William Arthur Samuel; Central; stationmaster; (a); Wilson, J. W.
 17th April, 1948; Hammersley, Preston Maitland; East; farmer; (a); Hammersley, P. M.; unopposed.

Marble Bar Road Board.

24th April, 1948; Hansen, Hagbath; —; storekeeper; (a); Hansen, H.; unopposed.
 24th April, 1948; Martin, Claude Randall; —; business manager; (a); Martin, C. R.; unopposed.
 24th April, 1948; Darlington, Rail Albert; —; station owner; (a); Thompson, A. J.; unopposed.
 24th April, 1948; Bligh, Keith; —; station manager; (b); Thompson, W. A.; unopposed.

Marradong Road Board.

31st March, 1948; Stagbouer, George Louis; —; storekeeper and mill owner; (a); Stagbouer, G. L.; unopposed.
 31st March, 1948; Johns, William Albert; —; dairyman; (a); Farmer, T. W.; unopposed.

Meekatharra Road Board.

17th April, 1948; Smith, Raymond James; Town; mechanic; (a); Eldridge, R. T.
 17th April, 1948; Horley, Lancelot Charles; Town; mine owner; (a); Worth, D. E.
 17th April, 1948; Wallis, Arthur Bernard; Town; prospector; (a); Wallis, A. B.
 17th April, 1948; Butcher, William Edward; Country; pastoralist; (a); Butcher, W. E.; unopposed.
 17th April, 1948; Nichols, George Bartropp; Country; pastoralist; (a); Nichols, G. B.; unopposed.
 17th April, 1948; Gerloff, Colin Murray; Nannine; station manager; (a); Lee Steere, H. H.; unopposed.

Melville Road Board.

17th April, 1948; Patterson, Henry Raley; Palmyra; wharf labourer; (a); Patterson, H. R.
 17th April, 1948; Dunkley, Ira Ewart; Applecross; manager; (a); Dunkley, I. E.; unopposed.
 17th April, 1948; Piercy, Richard Robert; Country; merchant; (a); Piercy, R. R.; unopposed.
 17th April, 1948; Stanbury, William Henry; Bieton; commercial traveller; (a); Stanbury, W. H.; unopposed.

Menzies Road Board.

17th April, 1948; Pianto, Johann; Ularring; contractor; (a); Pianto, J.; unopposed.
 17th April, 1948; Auseombe, Albert Smith; Menzies; hotel manager; (a); Skuthorp, W. S.; unopposed.

Merredin Road Board.

17th April, 1948; Davies, Charles Richard; Central; newsagent; (a); Warne, S. J.
 17th April, 1948; Maughan, Thomas Arnold; Totadgin; farmer; (a); Maughan, T. A.
 17th April, 1948; Stone, Horace Joseph; South-West; farmer; (a); Barr, D. M.
 17th April, 1948; Snell, Albert John Charles; North-West; farmer; (a); Cunningham, A. J.

Moora Road Board.

17th April, 1948; Isbister, Milton Lucas; South; farmer; (a); Isbister, M. L.; unopposed.
 17th April, 1948; Scott, Hiram Nelson; North; farmer; (a); Scott, H. N.; unopposed.

17th April, 1948; Tonkin, Albert Roger; West; farmer; (a); Tonkin, John Alfred; unopposed.

Morawa Road Board.

17th April, 1948; Way, Ernest; North; farmer; (a); Way, E.; unopposed.
 17th April, 1948; Heitman, Jack; Central; farmer; (a); Heitman, J.; unopposed.
 17th April, 1948; Olden, Harold John; South; farmer; (a); Olden, H. J.; unopposed.

Mosman Park Road Board.

17th April, 1948; Dodd, Jabe G.; —; newsagent; (a); Dodd, J. G.
 17th April, 1948; Mott, Eric L. T.; —; photographic dealer; (a); Mott, E. L. T.

Mount Magnet Road Board.

17th April, 1948; Lockyer, Thomas Catchlove; Country; manager; (a); Lockyer, T. C.; unopposed.
 17th April, 1948; Jensen, George Frederick; Country; pastoralist; (a); Jensen, G. F.; unopposed.
 17th April, 1948; Crick, James Edward; Town; prospector; (a); Crick, J. E.; unopposed.

Mount Margaret Road Board.

17th April, 1948; Anderson, George William; North; pastoralist; (b); Porter, C. C.; unopposed.

Mukinbudin Road Board.

17th April, 1948; Bent, George; Bonnie Rock; farmer; (a); Bent, G.

Mundaring Road Board.

17th April, 1948; Gammon, Robert Arthur; Mundaring; agent; (a); McGilvray, W. A.
 17th April, 1948; Perkins, Geoffrey Allison; Chidlow; dealer; (a); Martyr, W. A.
 17th April, 1948; Dowdell, Davison Clyde; Greenmount; orchardist and business manager; (a); Dowdell, D. C.; unopposed.
 17th April, 1948; Richter, Robert; Greenmount; retired civil servant; (b); Gelding, Thos.; unopposed.

Murchison Road Board.

17th April, 1948; Campbell, Robert McKenzie; South; pastoralist; (a); Campbell, R. McK.; unopposed.
 17th April, 1948; Cornish, William McKenzie; North; station manager; (b); Keogh, J. M.; unopposed.

Murray Road Board.

17th April, 1948; Birmingham, Herbert; East; orchardist; (a); Birmingham, H.; unopposed.
 17th April, 1948; Gibbings, Arthur William; South-West; farmer; (a); Gibbings, A. W.; unopposed.
 17th April, 1948; Hancock, Leslie; Mandurah; guest house proprietor; (a); Hancock, L.; unopposed.
 17th April, 1948; Watson, Edward Henry; North-West; apiarist; (a); Paterson, A. R.

Nannup Road Board.

17th April, 1948; Brockman, Edward John Tatton; North; farmer; (a); Brockman, E. J. T.
 17th April, 1948; Hutchins, Alfred; South; farmer; (a); McKittrick, A. H.

Narembeen Road Board.

17th April, 1948; Currie, William S.; Town; farmer; (a); Currie, W. S.
 17th April, 1948; Cheetham, Richard; South; farmer; (a); Cheetham, R.; unopposed.
 17th April, 1948; Graham, Andrew S.; Central; farmer; (a); Graham, A. S.; unopposed.

Narrogin Road Board.

17th April, 1948; Blight, Archie Lloyd; Central; farmer; (a); Graham, L. G.
 17th April, 1948; Barrett, Arthur Reginald; North-East; farmer; (a); Barrett, A. R.
 17th April, 1948; Kilpatrick, Robert Wilson; East; farmer; (b); Kilpatrick B. T.
 17th April, 1948; Bradford, Dawson; North-West; farmer; (a); Higham, J. B.; unopposed.

Nedlands Road Board.

17th April, 1948; Allen, John; West; retired; (a); Allen, J.; unopposed.
 17th April, 1948; Antoine, Jean Charles; South; woolbuyer; (a); Antoine, J. C.; unopposed.
 17th April, 1948; Barker, Norman Sydney; East; secretary; (a); Bull, F. C.; unopposed.

17th April, 1948; Milner, John Payne; Central; agent; (a); Milner, J. P.; unopposed.

Northam Road Board.

17th April, 1948; Smith, Frank George; East; farmer; (a); Smith, F. G.

17th April, 1948; O'Driscoll, Patrick; East; farmer; (a); O'Driscoll, P.

17th April, 1948; Ashman, Avon Gilbert; South; orchardist and vigneron; (a); Ashman, A. G.; unopposed.

Nullagine Road Board.

17th April, 1948; Thompson, Alfred James Roy; —; mine superintendent; —; Parker, R. W.; unopposed.

17th April, 1948; Spring, Alexander Langdon; —; pastoralist; —; Middleditch, R. W.; unopposed.

17th April, 1948; Burton, James John; —; manager; —; Burton, J. J.; unopposed.

17th April, 1948; Quin, Maurice Joseph; —; pastoralist; —; Quin, M. J.; unopposed.

17th April, 1948; Alsopp, James Hunter; —; pastoralist; —; Kealy, E. H.; unopposed.

Perenjori Road Board.

17th April, 1948; Farrell, Anthony; Perenjori; p. master; (a); Farrell, A.

17th April, 1948; Farrell, Thomas Joseph; Perenjori; farmer; (a); Farrell, T. J.

Perth Road Board.

17th April, 1948; Gibbney, William; Inglewood; instructor; (a); Gibbney, W.; unopposed.

Pingelly Road Board.

17th April, 1948; Taylor, Thomas Hubert Anthony; North-West; farmer; (a); Taylor, T. H. A.; unopposed.

17th April, 1948; Fairhead, Howard; Central; farmer; (a); Fairhead, H.; unopposed.

17th April, 1948; Townsend, Alfred William; Pingelly; farmer; (a); Sewell, J. O. L.; unopposed.

Plantagenet Road Board.

17th April, 1948; Fellows, Wesley Walker; East; farmer; (a); Fellows, W. W.; unopposed.

17th April, 1948; Soumness, Thomas Glen; Middle; farmer; (a); Soumness, T. G.

17th April, 1948; Enright, George Patrick; Woogenellup; farmer; (a); Cooper, N. H.

Port Hedland Road Board.

17th April, 1948; Miller, Leslie Louis; —; pastoralist; (a); Miller, L. L.; unopposed.

17th April, 1948; Lukis, Robert Fellowes; —; station manager; (a); Lukis, R. F.; unopposed.

17th April, 1948; Richardson, Edwin Angus; —; manufacturer; —; Moseley, K. A.; unopposed.

Preston Road Board.

17th April, 1948; Humdley, Phillip James William; Preston; farmer; (b); Matthews, C. F.; unopposed.

17th April, 1948; Miller, Louis James Barnett; Donnybrook; chemist; (a); Miller, L. J. B.; unopposed.

17th April, 1948; Brockman, Norman Alton Gordon; Preston; farmer; (a); Field, L. C.; unopposed.

17th April, 1948; Kirkpatrick, John Kenwell; Thomson's Brook; farmer; (a); Padman, S. O.

Quairading Road Board.

17th April, 1948; Richards, Arthur; South-West; farmer; (a); Richards, A.

17th April, 1948; Ettridge, Thomas William; Central; agent farmer; (a); Ettridge, T. W.; unopposed.

17th April, 1948; Fallon, Vernon Daniel; North-West; farmer; (a); Fallon, V. D.; unopposed.

17th April, 1948; Minchin, Ralph; South-East; farmer; (a); Dall, A. F.

Serpentine-Jarrahdale Road Board.

17th April, 1948; Kentish, Herbert Clement; Serpentine; farmer; (a); Kentish, H. C.

17th April, 1948; Watkins, Daniel Glyn; Jarrahdale; farmer; (a); Daniel, G.; unopposed.

South Perth Road Board.

17th April, 1948; Taylor, Hudson; West; comm. motor dealer; (a); Taylor, H.; unopposed.

17th April, 1948; Panton, Alexander Henry; South; clerk; (a); Vincent, D. F.; unopposed.

17th April, 1948; Shellabear, Samuel Albert; Central; agent; (a); Philp, G. H.; unopposed.

Toodyay Road Board.

17th April, 1948; Stevenson, Kenneth James Orr; North; farmer; (a); Stevenson, K. J. O.; unopposed.

Upper Blackwood Road Board.

17th April, 1948; Glynn, Patrick McMahon; Scotts Brook; farmer; (a); Glynn, P. McM.; unopposed.

17th April, 1948; Farrall, Harry Newton; Boyup Brook; garage proprietor and agent; (a); Abel, M.; unopposed.

17th April, 1948; Mitchell, Gny Newman Bremer; Dinnimp; farmer; (a); Mitchell, G. N. B.; unopposed.

Upper Chapman Road Board.

17th April, 1948; Forrester, Frank James; Central; farmer; (a); Cooper, F. R.

17th April, 1948; Forrester, Lorimer Richard; South; farmer; (a); Forbes, W. F.

17th April, 1948; Hayward, Frederick John; North; farmer; (a); Exten, S. R.

Upper Gaseoyne Road Board.

17th April, 1948; Scott, William Moneriffe; Central; station manager; (a); Scott, W. M.; unopposed.

Victoria Plains Road Board.

17th April, 1948; Cocking, Henry Edward; West; farmer; (a); McKinley, J.; unopposed.

17th April, 1948; Martin, Clifford James; South; farmer; (a); Martin, C. J.; unopposed.

Wagin Road Board.

17th April, 1948; Watson, Langton Charles; South-West; farmer; (a); Watson, L. C.; unopposed.

14th May, 1948; Rowell, John Wallace; North-East; farmer; (a); Stott, J. M.; unopposed.

14th May, 1948; Moyes, John William; North; farmer; (a); Moyes, J. W.; unopposed.

Wandering District Road Board.

17th April, 1948; Clarke, Wilson James; North-East; farmer; (a); Clarke, W. J.; unopposed.

17th April, 1948; Dowsett, George Henry; South; farmer; (a) and (b); O'Connell, Y. W.; unopposed.

17th April, 1948; Watts, Ernest Herbert; North; farmer; (a); Watts, E. H.; unopposed.

Wanneroo Road Board.

17th April, 1948; Pearsall, William Charles; South; poultry farmer; (a); Pearsall, W. C.; unopposed.

17th April, 1948; Leach, Raymond George; North; gardener; (a); Leach, R. G.; unopposed.

17th April, 1948; Handcock, Edmund John; Central; gardener; (a); Tapping, W.; retired.

West Arthurs Road Board.

17th April, 1948; Johnston, Donald James; South-East; farmer; (a); Johnston, D. J.; unopposed.

17th April, 1948; King, Clarence William; North-East; farmer; (b); Darling, J. W.; unopposed.

17th April, 1948; Gibbs, Thomas Henry; North-West; farmer; (a); Gibbs, T. H.

West Kimberley Road Board.

17th April, 1948; Fallon, Alfred; —; business manager; (a); Fallon, A.; unopposed.

17th April, 1948; Scott, Alek Bell; —; business manager; —; —; unopposed.

Westonia Road Board.

17th April, 1948; Poole, Henry Minifie; North; farmer; (a); Poole, H. M.; unopposed.

17th April, 1948; McPharlin, Edgar Bruce; South; farmer; (a); McPharlin; unopposed.

24th April, 1948; Moore, Albert Bireh; Town; agent and service station; (a); Moore, A. B.; unopposed.

Williams Road Board.

17th April, 1948; Rentoul, Arnold C.; North-East; farmer; (a); Rentoul, A. C.; unopposed.

17th April, 1948; Nicholson, Percy; North-West; farmer; (a); Nicholson, P.

17th April, 1948; Giles, John; Central; storekeeper; (a); Giles, J.

Wihma Road Board.

17th April, 1948; Smadden, Victor James; Town; hotel proprietor; (b); Hill, A. S.; unopposed.

17th April, 1948; *Barnfather, William George; Town; hotel proprietor; (b); Whitford, H. N.; unopposed.

Wongan-Ballidu Road Board.

17th April, 1948; Jenks, Edgar; Ballidu; farmer; (b); Goodie, H.

17th April, 1948; Barrett-Lennard, Douglas Graham; Damboring; farmer; (a); Petchell, R.

17th April, 1948; Ackland, John Barnes; Lake Ninian; farmer; (a); Ackland, J. B.; unopposed.

17th April, 1948; Mincherton, Henry; Kokardine; farmer; (b); Stauwix, E.; unopposed.

Woodanilling Road Board.

17th April, 1948; Smuter, Walter Harold Lewis; East; farmer; (a); Smuter, W. H. L.; unopposed.

30th April, 1948; *Garstone, Clarence Davies; Central; farmer; (a); Potter, N. W.; unopposed.

Wynakatchem Road Board.

17th April, 1948; Hands, John Victor; Central; chemist; (a); Hands, J. V.; unopposed.

Wickepin Road Board.

17th April, 1948; Kerruish, John Callow; West; farmer; (a); Kerruish, J. C.; unopposed.

17th April, 1948; Spark, John; North; farmer; (a); Spark, J.; unopposed.

17th April, 1948; McDougall, Kenneth; South; farmer; (a); McDougall, K.; unopposed.

Yalgoo Road Board.

17th April, 1948; Broad, Donald E.; South; pastoralist; (a); Broad, D. E.; unopposed.

17th April, 1948; Maxwell, Patrick R.; North; pastoralist; (a); Maxwell, P. R.; unopposed.

17th April, 1948; Mitchell, Charles E. H.; Central; pastoralist; (a); Mitchell, C. E. H.; unopposed.

Yilgarn Road Board.

17th April, 1948; Clough, William Edwin; South; mine owner; (a); Clough, W. E.; unopposed.

17th April, 1948; Roberts, Clarence Charles; North; farmer; (a); Roberts, C. C.; unopposed.

17th April, 1948; de Mamiel, Phillip Francis; Southern Cross; agent; (a); Neil, J. D.; unopposed.

York Road Board.

17th April, 1948; Gentle, Mark S.; North; farmer; (a); Gentle, M. S.; unopposed.

17th April, 1948; Ryan, John W.; East; farmer; (a); Ryan, J. W.; unopposed.

17th April, 1948; Wood, Garnet, B.; West; farmer; (a); Wood, G. B.; unopposed.

Armadale-Kelusecott Road Board.

17th April, 1948; Aitken, Hugh; Central; orchardist; (a); Aitken, H.; unopposed.

17th April, 1948; Briggs, Robert Hanham; West; farmer; (a); Brixey, A. T.; unopposed.

Bayswater Road Board.

15th May, 1948; *Beau-Leeney, Howard; North; teacher; (a); Beau-Leeney, H.; unopposed.

Black Range District Road Board.

17th April, 1948; O'Connor, Robert Eliot; Youanmi; pastoralist; (a); O'Connor, R. E.; unopposed.

17th April, 1948; Morrissey, Peter; Country; pastoralist; (a); Morrissey, P.; unopposed.

Brookton Road Board.

17th April, 1948; Eva, William Bennett; East; farmer; (a); Eva, W. B.; unopposed.

17th April, 1948; Peck, Carl Heinrich Ernst; West; farmer; (a); Peck, C. E. H.; unopposed.

Broome Road Board.

17th April, 1948; Spencer, Thomas; Broome; mechanic; (a); Morgan, A. C.

17th April, 1948; Male, Kimberley; Dampier; manager; (a); Male, K.; unopposed.

13th December, 1947; *Scott, Walter Newnham Purdom; Broome; pastoralist; (b); Davey, A. G.; unopposed.

Bunbury Road Board.

17th April, 1948; Morrissey, Ronald Francis; Broome; butcher; (a); Morrissey, R. F.; unopposed.

17th April, 1948; Prosser, Robert Henry; Broome; labourer; (a); Prosser, R. H.; unopposed.

Carnamah Road Board.

17th April, 1948; Waters, Frederick Pemberthy; North; farmer; (a); Waters, F. P.; unopposed.

17th April, 1948; Chapman, Charles; Winchester; farmer; (a); White, W. T.; unopposed.

Dandaragan Road Board.

1st May, 1948; *Roberts, Malcolm Edward; grazier; (a); Roberts, M. E.; unopposed.

Fremantle Road Board.

17th April, 1948; Wells, George; North; engineer; (a); Wells, G.; unopposed.

17th April, 1948; Smith, Edward James; East; farmer; (a); Smith, E. J.; unopposed.

Greenough Road Board.

17th April, 1948; Rumble, Manford; East; farmer; (a); Rumble, M.; unopposed.

15th May, 1948; *Cant, Frederick Robert Smith; South; farmer; (b); Vince, A. L.; unopposed.

Halls Creek Road Board.

17th April, 1948; Gliddon, Reginald Frank Howard; District; pastoralist; (a); Gliddon, R. F. H.; unopposed.

17th April, 1948; Thomas, Sam; District; pastoralist; (a); Thomas, S.; unopposed.

17th April, 1948; *Bridge, Ernest Kimberley; District; pastoralist; (b); Bridge, E. K.; unopposed.

Lake Grace Road Board.

22nd May, 1948; *Orr, Rupert Gilbert Ernest; Newdegate; agency; (a); Ness, W. E.; unopposed.

Mingenew Road Board.

17th April, 1948; Hunter, Arthur Ronald; Guranu; farmer; (a); Pearce, W. C. K.

17th April, 1948; Lynch, Patrick Francis; Yanda-nooka; farmer; (a); Lynch, P. F.; unopposed.

Moora Road Board.

17th April, 1948; Jones, Arthur Raymond; North-East; farmer and grazier; (a); Seymour, R. H.; unopposed.

Northampton Road Board.

17th April, 1948; *Kempton, Norman Vaughan; West; farmer; (b); Smith, H. B.; unopposed.

17th April, 1948; Hipper, Bernard Darcy; Central; greengrocer; (a); Kempton, N. V.; unopposed.

17th April, 1948; Rob, Alexander; West; farmer; (a); Rob, A.; unopposed.

17th April, 1948; Collier, Edwin William; South; farmer; (a); Collier, E. W.; unopposed.

Peppermint Grove Road Board.

17th April, 1948; Sandover, Alfred Eric; —; company director; (a); Sandover, A. E.; unopposed.

17th April, 1948; Bateman, Charles Gow; —; wenchant; (a); Bateman, C. G.; unopposed.

Phillips River Road Board.

1st April, 1948; Chambers, Spencer Alfred; Phillips; farmer; (b); Clarke, W.; unopposed.

1st April, 1948; Gibson, Charles Ross; Phillips; farmer; (b); Archer, A. W.; unopposed.

1st April, 1948; Daw, Clarence Charles; Kundip; accountant; (a); Daw, C. C.; unopposed.

Upper Chapman Road Board.

1st May, 1948; *Cassin, Daniel John; West; farmer; (b); Eastough, C. P.; unopposed.

Wiluna Road Board.

1st May, 1948; *Folvig, George Olsen; Mine; station-manager; (b); Phillips, J. J.; unopposed.

1st May, 1948; *Howard, Ronald Seddon; Mine; pastoralist; (b); Ramsay, G.; unopposed.

*Extraordinary Election.

(Sgd.) W. C. WILLIAMS,
Under Secretary for Public Works.

ROAD DISTRICTS ACT, 1919-1947.

Dowerin and Cunderdin Road Districts.
Alteration of Common Boundary.

Notice of Intention.

Department of Public Works,
Perth, 27th April, 1948.

P.W. 1172/34.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of the Road Districts Act, 1919-1947, to alter the common boundary between Dowerin Road District and the Cunderdin Road District by severing Avon Location 20923, situate within the Cunderdin Road District, and annexing it to the Ueardy Ward of the Dowerin Road District.

Plan showing the proposed alteration may be seen at the Local Government Office, Department of Public Works, Perth.

(Sgd.) A. F. WATTS,

Minister for Local Government.

THE ROAD DISTRICTS ACT, 1919-1947.

Formation of the Tammin Road District—Notice of Intention.

Department of Public Works,
Perth, 11th May, 1948.

P.W. 716/48.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of the Road Districts Act, 1919-1947, to:—

1. (a) Sever from the Cunderdin Road District that portion of the said district described in Schedule A hereto.

(b) Sever from the Kellerberrin Road District that portion of the said district described in Schedule B hereto.

(c) Sever from the Wyalkatchem Road District that portion of the said district described in Schedule C hereto; and

2. Constitute the several portions so severed as aforesaid to be a new road district, to be called the Tammin Road District.

3. Describe the boundaries of the Tammin Road District as set forth in Schedule D hereto.

4. Declare that the Tammin Road Board shall consist of five members.

Plans showing the proposed alteration may be seen at the Local Government Office, Department of Public Works, Perth.

(Sgd.) A. F. WATTS,

Minister for Local Government.

Schedule A.

Area to be Severed from the Cunderdin Road District and included in the Tammin Road District.

All that portion of land bounded on the Northward by lines starting from the North-Western corner of Avon Location 15446 and extending East along its Northern boundary and the Northern boundary of location 17418 to the latter's North-Eastern corner; thence South along the Eastern boundary of the said location 17418 to a point in prolongation West of a Southern boundary of location 22926; thence East to and along the said boundary, and the Southern boundaries of locations 11532, 11523 and 11519 and North-Easterly along the South-Eastern boundary of the last-mentioned location to its Eastern corner; thence Easterly to and along the Southern boundaries of locations 9437 and 27110 and the Southern boundaries of Yorkrakine Townsite to the Southern corner of location 11512; thence North-Easterly and North along boundaries of locations 11512 and 11487 and onwards to the South-Eastern corner of location 11476; thence East to and along the Southern boundaries of locations 22530 and 11477 to the latter's South-Eastern corner; thence North and East along boundaries of location 11493 to its North-Eastern corner; thence on the Eastward, South-Easterly to the North-Western corner of location 11490; thence South along boundaries of locations 11490, 13902, 13813, 11506, 11504, 11505, 11508 and 24712 and East along part of

Schedule A—continued.

the Southern boundary of the last-mentioned location to the centre of the Bungulla North Road; thence Southerly along the centre of the said road to the Northern boundary of Bungulla Townsite; thence West and South to and along boundaries of location 26788 and continuing in the latter direction to the South-Western corner of Bungulla Townsite aforesaid; thence East along its Southern boundary to the North-Western corner of location 8481; thence South along boundaries of locations 8481, 12609 and 16406 to the South-Western corner of the last-mentioned location; thence North-Easterly along its Southern boundary to a point in prolongation North of the Eastern boundary of location 17848; thence Southerly to and along the latter boundary and onwards to the Northern boundary of location 9940; thence West along the latter boundary to an Eastern boundary of location 11177; thence North, West, South and East along boundaries of the said location to the North-Eastern corner of location 16657; thence South and West along boundaries of the said location to the North-Western corner of location 14422; thence South along the Western boundaries of locations 14422 and 14983 and onwards to the North-Eastern boundary of location 19484; thence South-Easterly, South and West along boundaries of locations 19484 and 13126 to the latter's South-Western corner; thence South along the Western boundary of location 20678 and onwards to the North boundary of location 16705; thence West and South along boundaries of the latter location and onwards in the latter direction to the South-Western corner of location 10809; thence East along the said location's Southern boundary to the North-Western corner of location 17123; thence South, East, South and North-Easterly along boundaries of the said location to a point in prolongation North of the Western boundary of location 17013; thence South and East to and along boundaries of the said location to the North-Western corner of location 17845; thence South along the Western boundary of the said location and onwards to the Northern boundary of location 22652; thence East and South along boundaries of the said location and of location 24573 and onwards to the Northernmost boundary of location 17044; thence, on the Southward, Westerly along part of the said boundary and the Northernmost boundary of location 17043 to a North-Western corner of the latter; thence Southerly and Westerly along boundaries of the said location 17043 to the North-Eastern corner of location 16723 and onwards in the last-mentioned direction along its Northern boundary to the North-Eastern corner of location 20070; thence Southerly, Westerly and Northerly along boundaries of the said location 20070 to a point in prolongation East of the Southern boundary of location 9085; thence West to and along the said boundary and the Southern boundary of location 8728 to the latter's South-Western corner; thence North along the West boundary of the said location 8728 to a point in prolongation East of the Southern boundary of location 11605; thence West and North to and along boundaries of the latter location and continuing in the last-mentioned direction to and along part of the Western boundary of location 12334 to the North-Eastern corner of location 9129; thence West along the Northern boundary of the latter location and along part of the Northern boundary of location 9128 to a point in prolongation South of the Eastern boundary of location 8903; thence North, West and South to and along boundaries of the latter location to the South-Eastern corner of location 9510; thence West along the Southern boundary of the said location 9510 and the Southernmost boundary of location 10454 to the latter's South-Western corner; thence North along the Western boundary of the said location 10454 to a point in prolongation East of the Southern boundary of location 8840; thence West and North along boundaries of the latter location to its North-Western corner; thence West along the Northernmost boundary of location 10047; and continuing generally Westerly along the Northern boundaries of locations 7557 and 17879 and onwards to the Eastern side of the Rabbitproof Fence (Reserve 10010); and on the Westward by lines starting from the last-mentioned point and extending generally North-Westerly along the said side of the Rabbitproof Fence Reserve to a point in prolongation South-Westerly of the South-Eastern boundary of location 15863; thence North-Easterly and Westerly to and along boundaries of the said location to the South-Eastern corner of loca-

Schedule A—*continued*.

tion 24757; thence North along the Eastern boundary of the said location and the Easternmost boundary of location 11604 and West along the latter's Northern boundary to its North-Western corner; thence North along part of the Eastern boundary of location 16083 and onwards to the Southern boundary of location 13911; thence East and North along boundaries of the said location 13911 and onwards in the latter direction along the Eastern boundary of location 13910 and West along its Northern boundary to the South-Eastern corner of location 15405; thence North along the Eastern boundaries of the said location 15405 and location 20606 and onwards to the Southern boundary of location 16314; thence West and North along boundaries of the latter location and onwards in the latter direction along the Western boundary of location 3430, the Westernmost boundary of location 6995 and onwards to the Southern boundary of location 3605; thence East and North along boundaries of the said location 3605 and the Easternmost boundary of location 4942 to the Southern boundary of location 3064; thence East, North and again East and North along boundaries of the said location 3064, and of location 5539 and onwards in the last-mentioned direction (crossing the Eastern Railway) to a point in prolongation Easterly of the Southernmost boundary of location 9026; thence Westerly to and along the said boundary and onwards to the South-Eastern corner of location 16345; thence North along the latter location's Eastern boundary and onwards to the Southern boundary of location 17822; thence West along the said Southern boundary and the Southern boundary of location 17599 to its South-Western corner; thence North and East along boundaries of the latter location to its North-Eastern corner; thence East, South, East, North and again East along boundaries of location 17822 to a point in prolongation South of the Western boundary of location 26764; thence North and East to and along boundaries of the said location 26764 and continuing in the latter direction along part of the Northern boundary of location 17823 to the South-Eastern corner of location 25168; thence North along the latter location's Eastern boundary and onwards to and along an Eastern boundary of location 24752 to a point in prolongation West of the Southern boundary of location 14832; thence East to the latter location's South-Western corner; thence North and East along boundaries of the said location 14832 to the South-Western corner of location 11541; thence North along the Western boundaries of locations 11541 and 4306 to the North-Western corner of the latter location; thence West and North along boundaries of location 13388 and onwards in the latter direction to the Southern boundary of location 4476; thence West along the last-mentioned boundary and North along the Western boundaries of the said location 4476 and of locations 5159, 15797 and to and along a Western boundary of location 26761; thence West, North, East and North along boundaries of the said location and onwards in the last-mentioned direction to the North-Eastern corner of location 24996; thence West along its Northern boundary to a point in prolongation South of the Westernmost boundary of location 26733; thence North, East, North, East, North and again East along boundaries of the said location 26733 to the South-Eastern corner of location 14908; thence North along the Eastern boundary of the latter location to its North-Eastern corner and East along the prolongation East of its Northern boundary to the Western boundary of location 15445; thence North and East along boundaries of the said location and North along the Western boundary of location 15446 to the starting point.

Schedule B.

Area to be Severed from the Kellerberrin Road District and Included in the Tammin Road District.

All that portion of land bounded on the Northward by the Northern boundary of Avon Location 11490; on the Eastward by lines starting from the said location's North-Eastern corner and extending South along its Eastern boundary, the Eastern boundary of location 11506 and onwards to the Northern boundary of location 11504; thence East along the said Northern boundary of the said location to its North-Eastern corner;

Schedule B—*continued*.

thence South along the Westernmost boundary and South-Easterly along a South-Western boundary of location 19292 and continuing along part of the South-Western boundary of location 24165 to a point in prolongation North of the Eastern boundary of location 11509; thence South to and along the said boundary and the Eastern boundary of location 19875 to the latter's South-Eastern corner; thence West along the Southern boundary of the said location 19875 to a point in prolongation North of the Westernmost boundary of location 16022; thence South to and along the said boundary and the Western boundaries of locations 18209 and 12046 to the latter's South-Western corner; thence East along part of the Northern boundary of location 14347 and South along the Eastern boundaries of the said location and of location 15790 to the latter's South-Eastern corner; thence West along part of the Southern boundary of the said location 15790 to the North-Eastern corner of location 15792; thence South and West along boundaries of the said location 15792 to the North-Eastern corner of location 22130; thence South along the Eastern boundary of the said location 22130 and onwards to the Northern boundary of location 20833; thence East along the said Northern boundary to the North-Western corner of location 13307; thence South along its Western boundary and East along part of its Southern boundary to the North-Western corner of location 9063; thence South along its Western boundary and the Western boundaries of locations 20835, 8843 and 8842 and onwards to the Northern boundary of location 12698; thence West, South and East along boundaries of the said location to the Westernmost boundary of location 12697; thence South along the latter boundary to the Northern boundary of location 5087; thence East and South along boundaries of the said location and onwards in the latter direction (crossing the Eastern Railway) to the Northern boundary of location 12932; thence Easterly along the latter boundary of the said location to its North-Eastern corner; thence South along the Eastern boundaries of locations 12932, 7737 and the Easternmost boundary of location 7736 to the North-Eastern corner of location 12981; thence South-Easterly and West along boundaries of the said location to the North-Eastern corner of location 17391; thence South and West along boundaries of the said location to a North-Western corner of location 17390; thence South, West and again South along boundaries of the said location and onwards to a North-Western corner of location 8312; thence South, West and again South along boundaries of the said location and onwards to a North-Western corner of location 24049; thence South, West, again South and East along boundaries of the said location to a point in prolongation North of the Western boundary of location 19434; thence South to and along the said boundary and the eastern boundary of location 18430 to its Southernmost corner; thence South-Easterly along the South-Western boundary of Kwoylin Agricultural Area Lot 328 to its Southern corner; thence South-Westerly to and along the South-Eastern boundaries of lot 70 and onwards to and along a South-Eastern boundary of location 3214 to the Northern corner of lot 65; thence generally Southerly, Easterly and again generally Southerly along boundaries of the said lot 65 to the North-Eastern corner of location 4087; thence South-Westerly along its South-Eastern boundary to the Easternmost corner of lot 72; thence South-Westerly and South along boundaries of the said lot to the North-Eastern corner of lot 73; thence Southerly along the Eastern boundaries of lots 73, 176, 223, location 7743 and lot 74 to the South-Eastern corner of the last-mentioned lot on the Southward by lines starting from the said corner and extending West and North along boundaries of the said lot 74 to the South-Eastern corner of location 14846; thence West along the Southern boundary of the said location to the Eastern boundary of location 17845; thence South and West along boundaries of the said location to a point in prolongation North of the Eastern boundary of location 22652; thence South to the latter location's North-Eastern corner; thence West along its Northern boundary to a point in prolongation South of the Western boundary of location 17845; thence on the Westward, North to and along the said boundary to the Southern boundary of location 17013; thence West and North along boundaries of the said location and onwards in the latter direction to the South-Eastern boundary of location

Schedule B—*continued*.

17123; thence South-Westerly, North, West and again North along boundaries of the said location to the Southern boundary of location 10809; thence West and North along boundaries of the said location and onwards to the South-Western corner of location 16705; thence North and East along boundaries of the said location to a point in prolongation South of the Western boundary of location 20678; thence North to and along the said boundary to the South-Western corner of location 13126; thence East along the Southern boundaries of locations 13126 and 19484 to the latter's South-Eastern corner; thence North and North-Westerly along boundaries of the latter location to a point in prolongation South of the Western boundary of location 14983; thence North to and along the said boundary and the Western boundary of location 14422 to the Southern boundary of location 16657; thence East, North and West along boundaries of the latter location to the South-Western corner of location 11177; thence North, East and South along boundaries of the said location to the North-Western corner of location 9940; thence East along the Northern boundary of the said location to a point in prolongation South of the Eastern boundary of location 17848; thence North to and along the said boundary and onwards to the Southern boundary of location 16406; thence South-Westerly and North along boundaries of locations 16406, 12609 and 8481 to the Southern boundary of Bungulla townsite; thence West and North along boundaries of the said townsite and onwards in the latter direction to the North-Western corner of location 26788; thence East along its Northern boundary and onwards to the centre of the Bungulla North Road; thence Northerly along the centre of the said road to the Southern boundary of location 24712; thence West and North along boundaries of locations 24712, 11508, 11505, 11504, 11506, 13813, 13902 and 11490 to the aforesaid Northern boundary of the last-mentioned location.

Schedule C.

Area to be Severed from the Wyalkatchem Road District and included in the Tammin Road District.

All that portion of land bounded by lines starting from the South-Western corner of Avon Location 11523 and extending North along its Western boundary, the Westernmost boundary of location 11513 and the Western boundary of location 20986 to the latter's North-Western corner; thence East along the Northern boundary of the latter location, the Northernmost boundary of location 11513 and the Northern boundary of location 11517 to its North-Eastern corner; thence North to and along the Easternmost boundary of location 11470, the East boundaries of locations 11546, 22421 and part of the Eastern boundary of location 26593 to a point in prolongation West of the Northern boundary of location 11462; thence East to and along the said boundary and the Northern boundaries of locations 11461, 12913 and 11467 to a North-Eastern corner of the last-mentioned location; thence South-East, South and East along boundaries of the said location to a North-Western corner of location 11468; thence East, North, North-East and East along boundaries of the said location and onwards in the last-mentioned direction along the Northern boundaries of locations 12918, 11477, 11478, the Northernmost boundary of location 11474, the Northern boundaries of locations 21127, 22565 (Reserve 15730), Reserve 12212, location 11491 (Reserve 15567), location 12905, the Northernmost boundary of location 11479 and the Northern boundary of location 13389 to the North-Eastern corner of the latter location; thence South along its Eastern boundary, the Easternmost boundary of location 11479 (passing through location 20861, Reserve 15051), and onwards to the North-Eastern corner of location 26211; thence West along the Northernmost boundary of the said location and the Northern boundaries of locations 9311 (Reserve 16985), and 11490 to the North-Western corner of the last-mentioned location; thence North-Westerly to the North-Eastern corner of location 11493; thence West and South along boundaries of the said location to the South-Eastern corner of location 11477; thence West along the Southern boundaries of locations 11477 and 22530 and onwards to the South-Eastern corner of location 11476; thence South and South-Westerly to and along boundaries of locations 11487 and 11512 to the latter's Southern corner; thence West-

Schedule C—*continued*.

erly along boundaries of Yorkkrakine's Townsite and of locations 27110 and 9437 and onwards to the Eastern corner of location 11519; thence South-Westerly along the latter's South-Eastern boundary and Westerly along its Southern boundary and the Southern boundary of location 11523 to the starting point.

Schedule D.

Tammin Road District.

All that portion of land bounded on the Northward by lines starting from the North-Western corner of Avon Location 15446 and extending East along its Northern boundary and the Northern boundary of location 17418 to the latter's North-Eastern corner; thence South along the Eastern boundary of the said location 17418 to a point in prolongation West of a Southern boundary of location 22926; thence East to and along the said boundary, and to and along the Southern boundary of location 11532 and onwards to the South-Western corner of location 11523; thence North along the Western boundary of the latter location, the Westernmost boundary of location 11513 and the Western boundary of location 20986 to the latter's North-Western corner; thence East along the Northern boundary of the latter location, the northernmost boundary of location 11513 and the Northern boundary of location 11517 to its North-Eastern corner; thence North to and along the Easternmost boundary of location 11470, the East boundaries of locations 11546, 22421 and part of the Eastern boundary of location 26593 to a point in prolongation West of the Northern boundary of location 11462; thence East to and along the said boundary and the Northern boundaries of locations 11461, 12913 and 11467 to a North-Eastern corner of the last-mentioned location; thence South-East, South and East along boundaries of the said location to a North-Western corner of location 11468; thence East, North, North-East and East along boundaries of the said location and onwards in the last-mentioned direction along the Northern boundaries of locations 12918, 11477, 11478, the Northernmost boundary of location 11474, the Northern boundaries of locations 21127, 22565 (reserve 15730), reserve 12212, location 11491 (reserve 15567), location 12905, the Northernmost boundary of location 11479 and the Northern boundary of location 13389 to the North-Eastern corner of the latter location: on the Eastward by lines starting from the said North-Eastern corner of the said location 13389 and extending Southwards along its Eastern boundary, the Easternmost boundary of location 11479 (passing through location 20861, reserve 15051) and onwards to the North-Eastern corner of location 26211; thence West along the Northernmost boundary of the said location and the Northern boundary of location 9311 (reserve 16985) to the latter's North-Western corner; thence South along the Eastern boundaries of locations 11490 and 11506 and onwards to the Northern boundary of location 11504; thence East along the said Northern boundary of the said location to its North-Eastern corner; thence South along the Westernmost boundary and South-Easterly along a South-Western boundary of location 19292 and continuing along part of the South-Western boundary of location 24165 to a point in prolongation North of the Eastern boundary of location 11509; thence South to and along the said boundary and the Eastern boundary of location 19875 to the latter's South-Eastern corner; thence West along the Southern boundary of the said location 19875 to a point in prolongation North of the Westernmost boundary of location 16022; thence South to and along the said boundary and the Western boundaries of locations 18209 and 12046 to the latter's South-Western corner; thence East along part of the Northern boundary of location 14347 and South along the Eastern boundaries of the said location and of location 15790 to the latter's South-Eastern corner; thence West along part of the Southern boundary of the said location 15790 to the North-Eastern corner of location 15792; thence South and West along boundaries of the said location 15792 to the North-Eastern corner of location 22130; thence South along the Eastern boundary of the said location 22130 and onwards to the Northern boundary of location 20833; thence East along the said Northern boundary to the North-Western corner of location 13307; thence South along its Western boundary and East along part of its Southern boundary to the

Schedule D—continued.

North-Western corner of location 9063; thence South along its Western boundary and the Western boundaries of locations 20835, 8843 and 8842 and onwards to the Northern boundary of location 12698; thence West, South and East along boundaries of the said location to the Westernmost boundary of location 12697; thence South along the latter boundary to the Northern boundary of location 5087; thence East and South along boundaries of the said location and onwards in the latter direction (crossing the Eastern Railway) to the Northern boundary of location 12932; thence Easterly along the latter boundary of the said location to its North-Eastern corner; thence South along the Eastern boundaries of locations 12932, 7737 and the Easternmost boundary of location 7736 to the North-Eastern corner of location 12981; thence South-Easterly and West along boundaries of the said location to the North-Eastern corner of location 17391; thence South and West along boundaries of the said location to a North-Western corner of location 17390; thence South, West and again South along boundaries of the said location and onwards to a North-Western corner of location 8312; thence South, West and again South along boundaries of the said location and onwards to a North-Western corner of location 24049; thence South, West, again South and East along boundaries of the said location to a point in prolongation North of the Western boundary of location 19434; thence South to and along the said boundary and the Eastern boundary of location 18430 to its Southernmost corner; thence South-Easterly along the South-Western boundary of Kwolyin Agricultural Area Lot 328 to its Southern corner; thence South-Westerly to and along the South-Eastern boundaries of lot 70 and onwards to and along a South-Eastern boundary of location 3214 to the Northern corner of lot 65; thence generally Southerly, Easterly and again generally Southerly along boundaries of the said lot 65 to the North-Eastern corner of location 4087; thence South-Westerly along its South-Eastern boundary to the Easternmost corner of lot 72; thence South-Westerly and South along boundaries of the said lot to the North-Eastern corner of lot 73; thence Southerly along the Eastern boundaries of lots 73, 176, 223, location 7743 and lot 74 to the South-Eastern corner of the last-mentioned lot; on the Southward by lines starting from the said corner and extending West and North along boundaries of the said lot 74 to the South-Eastern corner of location 14846; thence West along the Southern boundary of the said location to the Eastern boundary of location 17845; thence South and West along boundaries of the said location to a point in prolongation North of the Eastern boundary of location 22652; thence South to and along the said boundary and the Eastern boundary of location 24573 and onwards to the Northernmost boundary of location 17044; thence Westerly along part of the said boundary and the Northernmost boundary of location 17043 to a North-Western corner of the latter; thence Southerly and Westerly along boundaries of the said location 17043 to the North-Eastern corner of location 16723 and onwards in the last-mentioned direction along its Northern boundary to the North-Eastern corner of location 20070; thence Southerly, Westerly and Northerly along boundaries of the said location 20070 to a point in prolongation East of the Southern boundary of location 9085; thence West to and along the said boundary and the Southern boundary of location 8728 to the latter's South-Western corner; thence North along the Western boundary of the said location 8728 to a point in prolongation East of the Southern boundary of location 11605; thence West and North to and along boundaries of the latter location and continuing in the last-mentioned direction to and along part of the Western boundary of location 12334 to the North-Eastern corner of location 9129; thence West along the Northern boundary of the latter location and along part of the Northern boundary of location 9128 to a point in prolongation South of the Eastern boundary of location 8903; thence North, West and South to and along boundaries of the latter location to the South-Eastern corner of location 9510; thence West along the Southern boundary of the said location 9510 and the Southernmost boundary of location 10454 to the latter's South-Western corner; thence North along the Western boundary of the said location 10454 to a point in prolongation East of the Southern boundary of location 8840; thence West and North along bound-

Schedule D—continued.

aries of the latter location to its North-Western corner; thence West along the Northernmost boundary of location 10047; and continuing generally Westerly along the Northern boundaries of location 7557 and 17879 and onwards to the Eastern side of the Rabbitproof Fence (reserve 10010); and on the Westward by lines starting from the lastmentioned point and extending generally North-Westerly along the said side of the Rabbitproof Fence Reserve to a point in prolongation South-Westerly of the South-Eastern boundary of location 15863; thence North-Easterly and Westerly to and along boundaries of the said location to the South-Eastern corner of location 24757; thence North along the Eastern boundary of the said location and the Easternmost boundary of location 11604 and West along the latter's Northern boundary to its North-Western corner; thence North along part of the Eastern boundary of location 16083 and onwards to the Southern boundary of location 13911; thence East and North along boundaries of the said location 13911 and onwards in the latter direction along the Eastern boundary of location 13910 and West along its Northern boundary to the South-Eastern corner of location 15405; thence North along the Eastern boundaries of the said location 15405 and location 20606 and onwards to the Southern boundary of location 16314; thence West and North along boundaries of the latter location and onwards in the latter direction along the Western boundary of location 3430, the Westernmost boundary of location 6995 and onwards to the Southern boundary of location 3605; thence East and North along boundaries of the said location 3605 and the Easternmost boundary of location 4942 to the Southern boundary of location 3064; thence East, North and again East and North along boundaries of the said location 3064 and of location 5539 and onwards in the last-mentioned direction (crossing the Eastern Railway) to a point in prolongation Easterly of the Southernmost boundary of location 9026; thence Westerly to and along the said boundary and onwards to the South-Eastern corner of location 16345; thence North along the latter location's Eastern boundary and onwards to the Southern boundary of location 17822; thence West along the said Southern boundary and the Southern boundary of location 17599 to its South-Western corner; thence North and East along boundaries of the latter location to its North-Eastern corner; thence East, South, East, North and again East along boundaries of location 17822 to a point in prolongation South of the Western boundary of location 26764; thence North and East to and along boundaries of the said location 26764 and continuing in the latter direction along part of the Northern boundary of location 17823 to the South-Eastern corner of location 25168; thence North along the latter location's Eastern boundary and onwards to and along an Eastern boundary of location 24752 to a point in prolongation West of the Southern boundary of location 14832; thence East to the latter location's South-Western corner; thence North and East along boundaries of the said location 14832 to the South-Western corner of location 11541; thence North along the Western boundaries of locations 11541 and 4306 to the North-Western corner of the latter location; thence West and North along boundaries of location 13388 and onwards in the latter direction to the Southern boundary of location 4476; thence West along the last-mentioned boundary and North along the West boundaries of the said location 4476 and of locations 5159, 15797 and to and along a Western boundary of location 26761; thence West, North, East and North along boundaries of the said location and onwards in the last-mentioned direction to the North-Eastern corner of location 24996; thence West along its Northern boundary to a point in prolongation South of the Westernmost boundary of location 26733; thence North, East, North, East, North and again East along boundaries of the said location 26733 to the South-Eastern corner of location 14908; thence North along the Eastern boundary of the latter location to its North-Eastern corner and East along the prolongation East of its Northern boundary to the Western boundary of location 15445; thence North and East along boundaries of the said location and North along the Western boundary of location 15446 to the starting point.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
233/48	1948. May 14	State Engineering Works	122A, 1948	Supply and Delivery of C.I. and M.S. Specials for Lake Monger Pumping Station, Contract No. 372, as per Items 1 to 13 inclusive	Metropolitan Water Supply	At the rates tendered.
311/48	do.	R. O. and G. Williams	159A, 1948	Supply and Delivery of Jarrah Piles, Stringers and Corbels for Nanga Bridge over Murray River on the Waroona East Road, No. 38G, as per Items 1 (a) to 1 (h) inclusive 2 and 3	Main Roads ...	Rates on application.
348/48	do.	McLean Bros. & Rigg, Ltd.	172A, 1948	Supply and Delivery of Six Gross of "Effeo" Mortice Lock Furniture to the Royal Perth Hospital, as per Item 1	Public Works ...	£82 per gross.
290/48	do.	R. O. and G. Williams	149A, 1948	Supply and Delivery of Jarrah Piles for Bridge over the Irwin River at Mountains Crossing on the Moora-Geraldton Road, No. 518, as per Items 1 (a) to 1 (c) inclusive, F.O.R. Wurring Siding	Main Roads ...	3s. 6d. per lin. ft.
294/48	do.	Engineering Service Co.	156A, 1948	Supply and Delivery of Six only 34 in. dia. Agitator Propellers to the State (W.A.) Alumite Industry, Chandler, via Merredin, as per Item 1	Industrial Development	£9 15s. each.
324/48	do.	J. Krasnostein ...	163A, 1948	Purchase and Removal of Second-hand Boring Plants and Spare Parts, ex the Public Works Plant Depot, Jewell Street, East Perth, as per Items 1 to 34 inclusive	Public Works ...	for £201 10s.
945/47	May 17	Flower, Davies & Johnson, Ltd.	479A, 1947	Supply and Delivery, F.O.R. Fremantle, of One only 9-10 ton "Simplex" 48-63 BHP. Diesel Engined Locomotive, as follows :— Item 1 Plus recommended Spares	do.	for £4,201.
98/48	do.	Hoskins Engineering & Foundry, Ltd.	57A, 1948	Supply, Delivery, Erection, and Maintenance at the East Perth Power House of One only 5-ton Electric Overhead Travelling Crane, as per Item 1	do.	for £151.
282/48	do.	Electweld Steel Co. ...	142A, 1948	Fabrication from Secondhand Plates of 9 in. and 7 in. ext. dia. Steel Pipes and associated Items, as follows :— Item 1 (a) Item 2 (a) Item 3 Item 4 Item 5 Item 6 Item 7	do.	for £2,630.
57/48	May 14	 Flower, Davies & Johnson, Ltd. Harris, Scarfe & Sandovers	33A, 1948	Supply and Delivery of Electric Haulage Unit and Trucks for the Royal Perth Hospital, as follows :— Item 2 Item 3 Item 1 Item 4	do.	4s. 6d. per lin. ft. 4s. per lin. ft. 1s. each. 3s. 9d. each. 3s. 6d. each. 1s. 3d. per lin. ft. 1½d. each.
						£36 7s. 6d. each. £37 10s. each. for £475. for £195.

Amendment of Contract.

Tender Board No.	Date.	Contractor.	Particulars.
131/48	1948. May 12	Stewarts & Lloyds (Aust.) Pty., Ltd.	Schedule 72A, 1948.—Delete the words and figures "Item 1—£28 3s. each, plus 5 per cent." from Notice of Acceptance appearing in <i>Government Gazette</i> of 30th April, 1948, page 964, and insert in lieu thereof "Item 1 (alternative)—£27 9s. 6d. each nett."

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1948.			1948.
Feb. 24 ...	77A, 1948 ...	3000 K.V.A., and 1000 K.V.A. Transformers	May 27
Apr. 22 ...	168A, 1948 ...	Pumping Machinery—Narembeen W.S.	May 27
Apr. 27 ...	173A, 1948 ...	Sluice Valves	May 27
Apr. 27 ...	171A, 1948 ...	Fabrication and Erection of Steel Switchyard Structures at South Fremantle and East Perth Power Stations	May 27
Apr. 29 ...	183A, 1948 ...	Convector Radiators	May 27
May 4 ...	185A, 1948 ...	Electric Lamps for a period of twelve months	May 27
Apr. 29 ...	184A, 1948 ...	24 inch Sluice Valve	May 27
May 6 ...	189A, 1948 ...	Steel Lockers	May 27
May 6 ...	191A, 1948 ...	Pumps and Diesel Engines	May 27
May 11 ...	205A, 1948 ...	Windmill, Tank and Stand, Ongerup No. 2 Tank	May 27
May 11 ...	206A, 1948 ...	Hot Water Storage Cylinder	May 27
May 11 ...	207A, 1948 ...	Windmill, Tank and Stand, Gntha Tank A.A. 31	May 27
May 13 ...	215A, 1948 ...	Potatoes and Onions	May 27
Mar. 25 ...	132A, 1948 ...	Pumping Machinery—Claisebrook Pumping Station	Extended to June 3
Mar. 25 ...	133A, 1948 ...	Pumping Machinery—Fremantle Sewerage	Extended to June 3
May 6 ...	194A, 1948 ...	Kitchen Equipment for Parliament House	June 3
May 6 ...	195A, 1948 ...	Steel Framed Elevator and double toggle Rock Crusher for State Battery, Meekatharra	June 3
May 6 ...	201A, 1948 ...	Hydraulic Ram for Stirling Dam... ..	June 3
May 11 ...	203A, 1948 ...	Cartage of Stores and Transport of Natives to and from Wyndham and Moola Bulla Native Station	June 3
May 13 ...	216A, 1948 ...	Windmill, etc., for Mt. Morgan	June 3
May 13 ...	213A, 1948 ...	Windmill, etc., for Broome—Derby Stock Route (Cow Well)	June 3
May 13 ...	214A, 1948 ...	Windmill, etc., for Broome—Derby Stock Route (Yalleroo Well)	June 3
May 18 ...	102 and 103 ...	Dairy Produce and Meat	June 3
May 18 ...		Butter for 4 months commencing 1st July, 1948	June 3
May 13 ...	217A, 1948 ...	Arc Welder	June 10
May 13 ...	218A, 1948 ...	Coffee for Government Institutions	June 10
May 18 ...	219A, 1948 ...	Cartage of Stores from Meekatharra to Jigalong Rescue Mission	June 10
May 6 ...	198A, 1948 ...	Cotton Waste	June 17
May 6 ...	192A, 1948 ...	Centrifugal Booster Pump 30 in. Main Kellerberrin	June 17
Apr. 8 ...	112A, 1948 ...	Machinery for Midland Junction Workshops	Aug. 12

For Sale by Tender.

May 6 ...	200A, 1948 ...	Secondhand Steam Rollers... ..	May 27
May 11 ...	202A, 1948 ...	Secondhand Bells Fire Plow	May 27
May 11 ...	208A, 1948 ...	Jarrah Weatherboard Asbestos Hall near Canning Dam	May 27
May 13 ...	209A, 1948 ...	Old Typewriters	May 27
May 13 ...	211A, 1948 ...	Secondhand Sulky and Spring Cart	May 27
May 13 ...	212A, 1948 ...	Secondhand Chevrolet Tourer	May 27

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the above-mentioned until 2.15 p.m. on the date of closing.

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

Tender forms and full particulars may be obtained on application at the Tender Board Office, Murray Street, Perth.

No tender necessarily accepted.

30th May, 1948.

A. H. TELFER,
Chairman.

Department of Agriculture,
Perth, 14th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Francis Henry Herbert as an Inspector under the Noxious Weeds Act, 1924-1939.

A. L. McK. CLARK,
Acting Under Secretary for Agriculture.

VERMIN ACT, 1918-1946.

Department of Agriculture,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to section 67 of the Vermin Act, 1918-1946, has been pleased to direct that the owners of holdings, within the meaning of the said Act, in the Broomehill Vermin District constituted under

the said Act shall be exempt from the payment of rates under the said Act for the financial year ending on the 30th day of June, 1947.

(Sgd.) A. L. McK. CLARK,
Acting Under Secretary for Agriculture.

Department of Agriculture,
Perth, 14th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve under section 4 of the Noxious Weeds Act, 1924-1929, of the weed Caltrop (*Tribulus terrestris* L.) being declared a noxious weed within the boundaries of the Kellerberrin Road Board District.

A. L. McK. CLARK,
Acting Under Secretary for Agriculture,

MARKETING OF BARLEY ACT, 1946.

Department of Agriculture,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to sections 6 and 11 of the Marketing of Barley Act, 1946, has been pleased to appoint Ivor Blyth Roberts of Gosnells, Farmer, the duly elected nominee of the producers, as defined in the said Act, to be a member of the Western Australian Barley Marketing Board, for a term of two years commencing on the 13th day of May, 1948.

(Sgd.) A. L. McK. CLARK,
Acting Under Secretary for Agriculture.

Fisheries Department,
Perth, 17th May, 1948.

File 178/48, Ex. Co. 977.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint Cecil Hotham Robins, of Jarrahdale, as an Inspector in an honorary capacity, under the Fisheries Act, 1905-1947.

A. J. FRASER,
Chief Inspector of Fisheries.

Fisheries Department,
Perth, 17th May, 1948.

No. 9/40, Ex. Co. No. 976.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the cancellation of the Exclusive License granted Trevellyn Clifford and Clarence Gordon Henderson on 23/10/46, and published in the *Government Gazette* on 1/11/46; and (2) the granting under section 39 of the Fisheries Act, 1905-1947, of the issue of an Exclusive License to take, collect, and gather, for a term of one year and seven months, from that portion of the coastal waters surrounding Hermite and Trimonille Islands in the Monte Bello group, Sharks, Abalone, Hawksbill and Greenback Turtles, Trepang and Trochus.

A. J. FRASER,
Chief Inspector of Fisheries.

APPOINTMENTS.

(under section 5 of the Registration of Births, Deaths and Marriages Amendment Act, 1907, and section 2 of the Registration of Births, Deaths and Marriages Act Amendment Act, 1914).

Registrar General's Office,
Perth, 17th May, 1948.

THE following appointments have been approved:—

R.G. No. 169/42.—Mr. Donald Gny Denny as District Registrar of Births, Deaths and Marriages for the Boulder Registry District, to reside at Boulder *vice* Mr. David Henry Hann, transferred; appointment to date from 11th May, 1948.

R.G. No. 93/41.—Constable Leslie William Menkenett temporarily Assistant District Registrar of Births and Deaths for the Sussex Registry District, to reside at Margaret River during the absence on leave of Constable Reginald Charles Pearce; appointment to date from 10th May, 1948.

R. J. LITTLE,
Registrar General.

WESTERN AUSTRALIAN GOVERNMENT
RAILWAYS.

3 Edw. VII.—No. 23.

Sale of Goods, Property and Effects.

R.C. 3819/41, Pt. 2.

NOTICE is hereby given that the articles mentioned in the Schedule hereunder, being lost and unclaimed Goods, Property and Effects found on Railway premises, also Goods, Property and Effects left and deposited at cloak rooms and unclaimed, together with Goods, Property and Effects upon which charges are due and unpaid, pursuant to the Act, by-laws and regulations, will be sold by auction at Perth Station, on Tuesday, 15th June, 1948, commencing at 10 o'clock in the forenoon.

J. A. ELLIS,
Commissioner of Railways.

Schedule.

- A—List of lost and unclaimed goods, property and effects found on Railway premises.
- B—List of goods, property, and effects left and deposited at cloak rooms and unclaimed.
- C—List of goods, property, and effects upon which charges are due and unpaid.

A.

Lot, Station, Articles, Marks, etc.

- 1—L.P.O.; 1 empty mandolin case.
- 2—L.P.O.; 1 empty Gladstone bag.
- 3—Perth Parcels; 1 dart board.
- 4—L.P.O.; 1 suitcase men's working clothes.
- 5—L.P.O.; 1 pair rubber boots.
- 6—L.P.O.; 1 case boys' clothing.
- 7—1 attache case ladies' and children's shoes (10 pairs).
- 8—L.P.O.; 1 attache case women's and children's clothing.
- 9—L.P.O.; 1 attache case (literature).
- 10—L.P.O.; 1 suit case women's and girls' clothing.
- 11—L.P.O.; 1 suit case men's working clothing.
- 12—L.P.O.; 1 old Gladstone bag.
- 13—L.P.O.; 1 suit case men's working clothes.
- 14—L.P.O.; 1 attache case children's books.
- 15—L.P.O.; 1 pair rubber boots.
- 16—L.P.O.; 1 attache case Bibles and religious books.
- 17—L.P.O.; 1 suit case men's working clothes.
- 18—L.P.O.; 1 grey blanket.
- 19—L.P.O.; 1 empty Gladstone bag.
- 20—L.P.O.; 1 attache case school books.
- 21—L.P.O.; 1 attache case gent's working clothes.
- 22—L.P.O.; 1 case kitchenware.
- 23—L.P.O.; 1 stroller.
- 24—L.P.O.; 1 stroller.
- 25—L.P.O.; 1 empty Gladstone bag.
- 26—L.P.O.; 1 camp oven.
- 27—L.P.O.; 1 riding saddle.
- 28—L.P.O.; 1 saw.
- 29—L.P.O.; 1 bag (6 pair) men's working boots.
- 30—L.P.O.; 1 box kitchenware.
- 31—L.P.O.; 4 walking sticks.
- 32—L.P.O.; 5 native walking sticks.
- 33—L.P.O.; 1 lady's umbrella (slightly damaged).
- 34—L.P.O.; 1 lady's umbrella (slightly damaged).
- 35—L.P.O.; 1 lady's umbrella (slightly damaged).
- 36—L.P.O.; 1 lady's umbrella (slightly damaged).
- 37—L.P.O.; 1 gent's umbrella.
- 38—L.P.O.; 1 empty Gladstone bag (damaged).
- 39—L.P.O.; 1 package motorear hub cap and motor tube.
- 40—L.P.O.; 6 gent's felt hats.
- 41—L.P.O.; 6 gents' felt hats.
- 42—L.P.O.; 1 attache case used tennis balls.
- 43—L.P.O.; 1 attache case (8) pairs ladies' slippers.
- 44—L.P.O.; 1 bag ladies' shoes (8 pairs).
- 45—L.P.O.; 1 package children's games and books.
- 46—L.P.O.; 5 boys' helmets.
- 47—L.P.O.; 4 boys' helmets.
- 48—L.P.O.; 1 box children's toys.
- 49—L.P.O.; 6 ladies' umbrellas (damaged).
- 50—L.P.O.; 1 bag boys' boots and football boots (8 pairs).
- 51—L.P.O.; 1 gent's gabardine overcoat.
- 52—L.P.O.; 1 boy's cape (slightly damaged).
- 53—L.P.O.; 1 lady's overcoat.
- 54—L.P.O.; 1 attache case kitchenware.
- 55—L.P.O.; 1 attache case children's shoes and slippers (10 pairs).
- 56—L.P.O.; 3 scout hats.
- 57—L.P.O.; 3 boys' hats.
- 58—L.P.O.; 1 attache case ladies' shoes and sandals (4 pairs).
- 59—L.P.O.; 1 bag men's slippers and sandals (8 pairs).
- 60—L.P.O.; 6 gent's felt hats.
- 61—L.P.O.; 6 old attache cases.
- 62—L.P.O.; 4 babies' pillows.
- 63—L.P.O.; 1 girl's waterproof overcoat.
- 64—L.P.O.; 1 package native curios.
- 65—L.P.O.; 6 shopping bags.
- 66—L.P.O.; 10 string shopping bags.
- 67—L.P.O.; 1 gent's waterproof overcoat.
- 68—L.P.O.; 3 girls' coats.
- 69—L.P.O.; 6 old rugs and blankets.
- 70—L.P.O.; 1 suitcase men's clothing.

A.

Lot, Station, Articles, Marks, etc.

- 71—L.P.O.; 1 attache case boys' caps (10).
 72—L.P.O.; 1 attache case boys' caps (10).
 73—L.P.O.; 3 gent's old overcoats.
 74—L.P.O.; 1 attache case, 6 gents' cardigans and pillows.
 75—L.P.O.; 6 gents' hats.
 76—L.P.O.; 9 old haversacks.
 77—L.P.O.; 1 boy's raincoat.
 78—L.P.O.; 1 bag (6 pairs) men's working boots.
 79—L.P.O.; 1 attache case, knitting bags (5) and knitting.
 80—L.P.O.; 1 suitcase men's and boys' clothing.
 81—L.P.O.; 3 pairs overalls.
 82—L.P.O.; 6 pairs old overalls.
 83—L.P.O.; 2 boys' overcoats.
 84—L.P.O.; 2 ladies' coats.
 85—L.P.O.; 6 old pillows and cushions.
 86—L.P.O.; 4 pairs ladies' shoes and slippers.
 87—L.P.O.; 6 old attache cases.
 88—L.P.O.; 14 coat hangers.
 89—L.P.O.; 3 men's old overcoats.
 90—L.P.O.; 1 travelling rug.
 91—L.P.O.; 1 blanket.
 92—L.P.O.; 1 grey blanket.
 93—L.P.O.; 1 travelling rug.
 94—L.P.O.; 6 old military hats.
 95—L.P.O.; 1 attache case (3) children's cardigans.
 96—L.P.O.; 1 attache case (4) ladies' cardigans.
 97—L.P.O.; 2 ladies' coats.
 98—L.P.O.; 2 waterproof capes.
 99—L.P.O.; 1 gent's gabardine overcoat.
 100—L.P.O.; 6 gent's felt hats.
 101—L.P.O.; 8 old haversacks.
 102—L.P.O.; 6 shopping bags.
 103—L.P.O.; 1 gent's rainproof overcoat.
 104—L.P.O.; 1 grey blanket.
 105—L.P.O.; 1 bag (5 pairs) men's work boots and sandals.
 106—L.P.O.; 1 attache case (4) girls' cardigans and pullovers.
 107—L.P.O.; 1 attache case (8) gent's scarves.
 108—L.P.O.; 1 attache case gent's clothing.
 109—L.P.O.; 6 old attache cases.
 110—L.P.O.; 1 ladies' overcoat.
 111—L.P.O.; 1 travelling rug.
 112—L.P.O.; 1 travelling rug.
 113—L.P.O.; 2 girls' overcoats.
 114—L.P.O.; 6 gent's felt hats.
 115—L.P.O.; 3 waterproof capes.
 116—L.P.O.; 1 child's rain cape.
 117—L.P.O.; 1 gas mask and helmet.
 118—L.P.O.; 6 old blankets.
 119—L.P.O.; 1 travelling rug.
 120—L.P.O.; 1 travelling rug.
 121—L.P.O.; 3 children's overcoats.
 122—L.P.O.; 2 travelling rugs (slightly damaged).
 123—L.P.O.; 6 old suitcases.
 124—L.P.O.; 2 gent's overcoats.
 125—L.P.O.; 2 travelling rugs (slightly damaged).
 126—L.P.O.; 2 gent's overcoats.
 127—L.P.O.; 1 travelling rug.
 128—L.P.O.; 1 boy's gabardine overcoat.
 129—L.P.O.; 1 girl's overcoat.
 130—L.P.O.; 1 girl's overcoat.
 131—L.P.O.; 1 grey blanket.
 132—L.P.O.; 6 old blankets.
 133—L.P.O.; 3 men's old overcoats.
 134—L.P.O.; 3 men's old overcoats.
 135—L.P.O.; 2 gent's waterproof overcoats.
 136—L.P.O.; 2 girls' overcoats.
 137—L.P.O.; 2 girls' raincoats.
 138—L.P.O.; 2 girls' overcoats.
 139—L.P.O.; 1 lady's overcoat.
 140—L.P.O.; 1 gent's overcoat.
 141—L.P.O.; 1 youth's overcoat.
 142—L.P.O.; 1 boy's overcoat.
 143—L.P.O.; 6 old attache cases.
 144—Commercial Agent; 1 damaged high chair.
 145—L.P.O.; 1 twin pram.
 146—L.P.O.; 1 attache case napkins and children's clothing.
 147—L.P.O.; 1 attache case babies' clothing.
 148—L.P.O.; 2 ladies' neck furs.
 149—L.P.O.; 1 carton (1 dozen) face towels.
 150—L.P.O.; 5 school bags.
 151—L.P.O.; 1 bundle (6) babies' rugs and shawls.

A.

Lot, Station, Articles, Marks, etc.

- 152—L.P.O.; 1 attache case, tablecloth, serviettes and sundries.
 153—L.P.O.; 1 package knitting and sundries.
 154—L.P.O.; 1 bag football guernseys (5).
 155—L.P.O.; 1 cricket bat and 1 tennis racket.
 156—L.P.O.; 1 kitbag men's working clothes.
 157—L.P.O.; 1 case kitchen utensils.
 158—L.P.O.; 1 horse collar.
 159—L.P.O.; 1 package axe handle and sundries.
 160—Commercial Agent; 3 pairs children's slippers, size 13.
 161—Commercial Agent; 1 attache case, 4 gift boxes perfume.
 162—L.P.O.; 1 parcel kapok and 3 cushions.
 163—L.P.O.; 1 suitcase lady's clothing.
 164—L.P.O.; 1 carton ladies' coats and clothing.
 165—L.P.O.; 1 attache case books and school books.
 166—L.P.O.; 1 attache case boys' clothing.
 167—L.P.O.; 3 pairs children's slippers, size 13.
 168—L.P.O.; 1 attache case ladies' scarves.
 169—L.P.O.; 1 leather satchel.
 170—L.P.O.; 1 carton ladies' straw hats (2 dozen).
 171—L.P.O.; 1 carton ladies' straw hats (8).
 172—L.P.O.; 1 attache case children's bathing trunks (12 pair).
 173—L.P.O.; 1 attache case children's fisher hats and berets.
 174—Commercial Agent; 3 pairs children's slippers (size 13).
 175—L.P.O.; 3 waterproof capes.
 176—L.P.O.; 6 old attache cases.
 177—L.P.O.; 1 carton ladies' felt hats (6).
 178—L.P.O.; 1 carton ladies' felt hats (11).
 179—York; 1 fire extinguisher.
 180—Commercial Agent; 2 damaged watering cans.
 181—L.P.O.; 1 attache case purses.
 182—L.P.O.; 1 carton children's purses and wallets.
 183—L.P.O.; 1 bundle (5) ladies' handbags.
 184—L.P.O.; 1 bundle (4) ladies' handbags.
 185—G.A., Perth; 2 cartons artificial flowers.
 186—Commercial Agent; 1 bundle (3 pairs) child's slippers (size 13).
 187—L.P.O.; 1 dozen pairs ladies' kid gloves.
 188—L.P.O.; 1 dozen pairs ladies' kid gloves.
 189—L.P.O.; 1 dozen pairs ladies' kid gloves.
 190—L.P.O.; 1 dozen pairs ladies' cotton gloves.
 191—L.P.O.; 1 dozen pairs ladies' cotton gloves.
 192—L.P.O.; 7 pairs ladies' woollen gloves.
 193—L.P.O.; 1 dozen pairs children's woollen gloves.
 194—L.P.O.; 14 pairs ladies' assorted gloves.
 195—L.P.O.; 5 pairs gent's work gloves.
 196—Commercial Agent; 1 carton kiddies' party hats.
 197—Albany; 1 gent's overcoat.
 198—Geraldton; 1 lady's overcoat.
 199—L.P.O.; 1 box (4) torches.
 200—L.P.O.; 1 box (5) old torches.
 201—L.P.O.; 1 carton (2 dozen) ladies' felt hats.
 202—L.P.O.; 1 suitcase men's work clothes.
 203—Bridgetown; 1 bag (14) rabbit traps.
 204—L.P.O.; 1 military overcoat.
 205—G.A., Perth; 1 bundle (8) large gate hinges.
 206—L.P.O.; 1 bundle cycle sundries.
 207—L.P.O.; 1 carton ladies' and girls' assorted hats.
 208—L.P.O.; 1 bundle (5) wallets and tobacco pouches.
 209—L.P.O.; 3 gent's wallets.
 210—G.A., Perth; 1 incubator.
 211—G.A., Perth; 1 case glass louvers.
 212—Victoria Park; 1 old pram.
 213—Geraldton and Albany; 2 old military overcoats.
 214—L.P.O.; 2 army greatcoats.
 215—Albany; 1 bundle children's cushions and bunny rugs.
 216—L.P.O.; 1 pair wading boots (rubber).
 217—L.P.O.; 1 leather coat.
 218—L.P.O.; 1 mattress.
 219—L.P.O.; 1 mattress.
 220—L.P.O. and Albany; 1 bag (6 pairs) men's shoes.
 221—L.P.O. and Albany; 1 tub, kitchen utensils.
 222—L.P.O.; 1 case men's working clothes.
 223—L.P.O.; 1 attache case wool and knitting.
 224—L.P.O.; 6 ladies' sunshades (damaged).
 225—L.P.O.; 2 old military overcoats.
 226—L.P.O.; 6 old attache cases.
 227—Perth Parcels; 1 broken guitar.

A.

Lot, Station, Articles, Marks, etc.

- 228—L.P.O.; 1 attache case wool and knitting.
 229—L.P.O.; 1 dozen pairs assorted ladies' gloves.
 230—Dowerin; 2 pairs shearers' shoes.
 231—Perth Parcels; 1 box golf sticks.
 232—Perth Parcels; 2 gent's old overcoats.
 233—L.P.O.; 1 wooden box tools.
 234—Perth Parcels; 1 fishing net.
 235—L.P.O. and East Perth; 6 old attache cases.
 236—L.P.O.; 6 old suitcases.
 237—L.P.O.; 1 bag odd gloves.
 238—Subiaco and L.P.O.; 1 suitcase men's working clothes.
 239—Fremantle; 1 part drum paint.
 240—Fremantle; 1 bundle children's toys.
 241—Perth Parcels; 1 motor tube.
 242—L.P.O.; 6 old attache cases.
 243—Commercial Agent; 1 tin trunk (damaged).
 244—G.A., Fremantle; 1 agricultural disc wheel.
 245—G.A., Fremantle; 1 spray pump and pipe.
 246—G.A., Fremantle; 1 blanket.
 247—G.A., Fremantle; 1 Air Force greatcoat.
 248—G.A., Fremantle; 2 ladies' shoulder bags.
 249—Commercial Agent; 1 bundle school pads and stationery.
 250—Commercial Agent; 1 dozen babies' pillows (slightly damaged).
 251—Commercial Agent; 1 dozen babies' pillows (slightly damaged).
 252—Commercial Agent; 1 dozen babies' pillows (slightly damaged).
 253—Commercial Agent; 1 dozen babies' pillows (slightly damaged).
 254—Commercial Agent; 18 babies' pillows (slightly damaged).
 255—L.P.O.; 1 attache case, (21) old spectacle cases.
 256—L.P.O.; 1 carton (24) damaged spectacles and cases.
 257—L.P.O.; 1 box camera.
 258—L.P.O.; 1 box camera.
 259—L.P.O.; 1 box camera.
 260—L.P.O.; 1 box camera.
 261—L.P.O.; 1 box camera.
 262—L.P.O.; 1 box camera.
 263—L.P.O.; 1 box camera.
 264—L.P.O.; 1 card brooches.
 265—L.P.O.; 1 card sleeve links.
 266—L.P.O.; 1 card (3) gent's watches.
 267—L.P.O.; 1 card (3) rosary beads.
 268—L.P.O.; 1 card (3) rosary beads.
 269—L.P.O.; 1 card (1) rosary beads and (3) necklaces.
 270—L.P.O.; 1 card (3 pairs) sunglasses.
 271—L.P.O.; 1 card (2 pairs) sunglasses.
 272—L.P.O.; 1 leather case, shaving set.
 273—L.P.O.; 1 fountain pen.
 274—L.P.O.; 1 propelling pencil.
 275—L.P.O.; 1 fountain pen.
 276—L.P.O.; 1 fountain pen.
 277—L.P.O.; 1 case spectacles.
 278—L.P.O.; 1 case spectacles.
 279—L.P.O.; 1 case spectacles.
 280—L.P.O.; 1 case spectacles.
 281—L.P.O.; 1 case spectacles.
 282—L.P.O.; 1 case spectacles.
 283—L.P.O.; 1 case spectacles.
 284—L.P.O.; 1 case spectacles.
 285—L.P.O.; 1 case spectacles.
 286—L.P.O.; 1 case spectacles.
 287—L.P.O.; 1 case spectacles.
 288—L.P.O.; 1 case spectacles.
 289—L.P.O.; 1 case spectacles.
 290—L.P.O.; 1 bundle (3 pairs) sunglasses.
 291—L.P.O.; 6 empty spectacle cases.
 292—L.P.O.; 5 empty spectacle cases.
 293—L.P.O.; 6 tobacco pouches.
 294—L.P.O.; 6 tobacco pouches.
 295—L.P.O.; 6 tobacco pouches.
 296—L.P.O.; 9 old tobacco pouches.
 297—L.P.O.; 9 old tobacco pouches.
 298—L.P.O.; 3 wallets and 2 cigarette cases.
 299—L.P.O.; 1 box, mouthorgan and trinkets.
 300—L.P.O.; 1 grey blanket.
 301—L.P.O.; 1 grey blanket.

A.

Lot, Station, Articles, Marks, etc.

- 302—L.P.O.; 1 grey blanket.
 303—L.P.O.; 1 grey blanket.
 304—L.P.O.; 1 gent's umbrella (damaged).
 305—Commercial Agent; 56 packages Wawn's Wonder Wool.
 306—L.P.O.; 1 military greatcoat.
 307—L.P.O.; 2 girls' coats.
 308—L.P.O.; 2 girls' coats.
 309—L.P.O.; 4 old rugs and blankets.
 310—L.P.O.; 1 suitcase ladies' and girls' clothing.
 311—L.P.O.; 1 tin box assorted nails.
 312—L.P.O.; 2 boys' overcoats.
 313—L.P.O.; 3 children's coats.
 314—L.P.O.; 2 girls' overcoats.
 315—L.P.O.; 1 attache case babies' and children's clothing.
 316—L.P.O.; 7 babies' pillows and 1 cushion.
 317—L.P.O.; 1 attache case ladies' hanks and sundries.
 318—Commercial Agent; 1 fishing rod.
 319—L.P.O.; 3 ladies' overcoats.
 320—L.P.O.; 2 ladies' overcoats.
 321—L.P.O.; 1 attache case ladies' and gent's scarves.
 322—L.P.O.; 1 carton men's clothing.
 323—L.P.O.; 1 lady's overcoat.
 324—L.P.O.; 1 military greatcoat.
 325—L.P.O.; 1 boy's overcoat.
 326—L.P.O.; 1 sports coat.
 327—Perth Parcels; 1 bundle (3) sheets and household linen.
 328—Perth Parcels; 1 carton ladies' clothing.
 329—Perth Parcels; 1 attache case glassware and sundries.
 330—Perth Parcels; 1 composition doll.
 331—East Northam and Subiaco; 1 bundle cycle fork and cycle sundries.
 332—L.P.O.; 1 box dry batteries.
 333—Perth Goods; 1 kitbag girls' clothing and shoes.
 334—L.P.O.; 1 empty suitcase.
 335—Narembeen; 1 parcel crepe paper.
 336—L.P.O.; 1 tin kerosene.
 337—Albany; 3 school bags and 1 leather bag.
 338—L.P.O.; 1 milk drum.
 339—L.P.O.; 1 lady's grey coat.
 340—L.P.O.; 1 lady's overcoat.
 341—L.P.O.; 1 gent's overcoat.
 342—L.P.O.; 1 case ladies' clothing.
 343—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 344—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 345—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 346—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 347—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 348—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 349—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 350—G.A., Perth; 1 Johnstone's Maternity Kit (slightly damaged).
 351—L.P.O.; 1 old empty trunk.
 352—L.P.O.; 1 old empty trunk.
 353—L.P.O.; 3 men's old overcoats.
 354—L.P.O.; 1 gent's overcoat.
 355—L.P.O.; 1 gent's overcoat.
 356—L.P.O.; 1 lady's overcoat.
 357—L.P.O.; 6 lunch cases.
 358—G.A., Perth; 1 case Army biscuits.
 359—G.A., Perth; 1 box kitchen utensils.
 360—G.A., Perth; 1 camping sundries.
 361—G.A., Fremantle; 1 old tarpaulin.
 362—G.A., Perth; 1 bundle agricultural points.

B.

Lot, Station, Article, Marks, etc., Name.

- 1—East Perth; 1 gent's grey overcoat; Watson.
 2—Fremantle; 1 gent's navy overcoat; Smith.
 3—Geraldton; 1 pair grey blankets; —.
 4—York and East Perth; 1 canvas bag men's working clothes; Lucas.
 5—East Perth; 1 canvas bag men's working clothes; Watson, Lucas, Parfett.

B.

Lot, Station, Articles, Marks, etc.

- 6—Northam; 1 folding canvas chair; —.
- 7—Mt. Lawley and East Perth; 1 carton men's working clothes; Corbett.
- 8—Perth; 1 wooden box (tool); Coates.
- 9—Fremantle; 1 tennis racquet (in press); Ellice.
- 10—Fremantle; 1 tin trunk gent's clothing; Ellice.
- 11—Perth Cloak Room; 1 tin box men's work clothes; —.
- 12—Perth Cloak Room; 1 old mattress; —.
- 13—Perth Cloak Room; 1 wet battery (car).
- 14—Perth Cloak Room—1 wooden box kitchen utensils; —.
- 15—Perth Cloak Room; 1 carton men's work clothes; —.
- 16—Perth Cloak Room; 1 bag (7 pairs) men's work boots and shoes.
- 17—Perth Cloak Room; 1 suitcase men's work clothes; —.
- 18—Perth Cloak Room; 1 grey blanket; —.
- 19—Perth Cloak Room; 1 drawing board and T square; —.
- 20—Perth Cloak Room; 1 attache case men's clothing; —.
- 21—Perth Cloak Room; 1 suitcase men's clothing; —.
- 22—Perth Cloak Room; 1 mop and 1 hurricane lamp.
- 23—Perth Cloak Room; 1 bundle (3) tanned hides.
- 24—Perth; 1 large grey blanket; —.
- 25—Perth; 1 rainproof cape; —.
- 26—Perth; 1 military greatcoat; —.
- 27—Perth; 1 portfolio; —.
- 28—Perth; 1 travelling rug; —.
- 29—Perth; 1 suitcase men's working clothes; —.
- 30—Perth; 1 suitcase youth's working clothes; —.
- 31—Perth; 1 pair grey blankets; —.
- 32—Perth; 1 gent's overcoat; —.
- 33—Perth; 1 grey blanket; —.
- 34—Perth; 1 suitcase youth's clothing; —.
- 35—Perth and Fremantle; 1 tin trunk men's working clothes; —.
- 36—Perth; 1 dish assorted kitchen utensils; —.
- 37—Perth; 1 box hair brushes; —.
- 38—Perth; 1 bag men's boots and boys' shoes (4 pairs).
- 39—Perth; 1 empty wood trunk; —.
- 40—Perth; 1 empty wood trunk; —.
- 41—Perth; 1 electric reading lamp; —.
- 42—Perth; 6 old attache cases; —.
- 43—Perth; 5 old suitcases; —.
- 44—Perth; 4 pair waterproof trousers; —.
- 45—Perth; 1 attache case literature; —.
- 46—Perth; 1 attache case (1 pair) lady's slippers; —.
- 47—Perth; 2 leather bags; Waal and Wetherall.
- 48—Perth; 4 men's old overalls; —.
- 49—Perth; 3 old military greatcoats; —.
- 50—Perth; 7 old rugs and blankets; —.
- 51—Perth; 1 baby's crib; McLean.
- 52—Perth; 8 old blankets; —.
- 53—Perth; 3 waterproof capes; Freeman.
- 54—Perth; 3 pairs waterproof pants; Standish.
- 55—Perth; 1 carton girls' clothing; Short.
- 56—Perth; 6 old suitcases; —.
- 57—Fremantle and Perth; 1 attache case youths' clothing; Ellice.
- 58—Perth; 1 case spectacles; Kelly.
- 59—Perth; 1 old mattress and rugs; Oldham.
- 60—Perth; 1 pair leggings; Oldham.
- 61—Perth; 1 box plumber's tools; Prunster.
- 62—Perth; 1 bundle blankets and pillows; Fox.
- 63—Perth; 1 tub; Fox.
- 64—Perth; 1 empty trunk; Fox.
- 65—Perth; 1 trunk sundries; Fox.
- 66—Perth; 1 trunk sundries; Fox.

C.

Lot, Station, Articles, Marks, etc., Name.

- 1—Northam; 1 playground; Turich.
- 2—Fremantle; 1 set saucepans and lids; Ellis.
- 3—Fremantle; 1 case miscellaneous crockery; Ellis.
- 4—Fremantle; 1 carton miscellaneous kitchenware; Ellis.
- 5—Fremantle; 1 carton miscellaneous kitchenware; Ellis.
- 6—Fremantle; 1 carton miscellaneous kitchenware; Ellis.

C.

Lot, Station, Articles, Marks, etc., Name.

- 7—Fremantle; 1 carton miscellaneous kitchenware; Ellis.
- 8—Fremantle; 1 length garden hose; Ellis.
- 9—Fremantle; 1 carton (16) assorted tumblers and glasses; Ellis.
- 10—Fremantle; 1 carton glassware; Ellis.
- 11—Fremantle; 9 cushions and pillows; Ellis.
- 12—Fremantle; 1 bundle old curtains and rugs; Ellis.
- 13—Fremantle; 1 carton ornaments and vases; Ellis.
- 14—Fremantle; 1 sewing machine (old); Ellis.
- 15—Claremont; 12 wooden horses; Salinger.
- 16—Claremont; 4 boxes "Montgomery" badges; Salinger.
- 17—Claremont; 1 cardboard box (47) diaries; Salinger.
- 18—Claremont; 1 bundle (35) games, combination draughts and chess; Salinger.
- 19—Claremont; 1 carton children's toys and games; Salinger.
- 20—Fremantle and L.P.O.; 1 case tools; Sloan.
- 21—Subiaco; 1 toy crane (damaged); Lee.
- 22—Cannington; 1 bundle rope; N.N.
- 23—Perth Parcels; 1 bundle mattress and pillows; McLeod, Howe, Waterman.
- 24—Perth Parcels and Geraldton; 1 bundle old rugs and blankets; Buckley, Gordon and Boyle.
- 25—Perth Parcels; 1 green pusher; Johns.
- 26—Boulder and Perth Parcels; 1 bag men's boots and slippers (7 pairs); Tickner, Waterman and Bunce.
- 27—Subiaco and Perth Parcels; 1 suitcase men's working clothes; Elmer, Martin, Williams and Gordon.
- 28—Goomalling; 1 bag men's and women's boots and shoes (7 pairs); Wose.
- 29—East Perth, Perth Parcels and Fremantle; 4 gent's old overcoats; Lucas, Corbett, Williams and Woodland.
- 30—Perth Parcels; 1 box motor tools and sundries; Giles.
- 31—L.P.O., Fremantle and Perth Parcels; 1 box kitchen utensils; England, Taylor and Griffin.
- 32—Perth Parcels; 1 bundle empty chicken boxes; Shuttleworth, Vincent and Lilac Grove.
- 33—Fremantle and L.P.O.; 4 old overcoats (2 gent's, 2 ladies'); Ellis.
- 34—Perth; 1 bundle picture frames and sundries; Smith, England and Home Studios.
- 35—Perth; 1 suitcase men's working clothes; Tickner.
- 36—Fremantle; 1 bed; N.N.
- 37—Fremantle; 1 old mattress; N.N.
- 38—Fremantle; 1 old mattress; Daniels.
- 39—Fremantle; 1 old tent; Daniels.
- 40—Fremantle; 1 radio; Reed.
- 41—Perth Parcels and G.A., Fremantle; 1 box kitchen utensils; Giles.
- 42—G.A., Fremantle; 1 roll wire rope; Allen.
- 43—G.A., Fremantle; 1 grey blanket; Jordan.
- 44—G.A., Fremantle; 1 bundle (6) old blankets; Daniels and Jordan.
- 45—G.A., Fremantle; 1 battery; Brown.
- 46—G.A., Perth; 1 fire fender; Evans.
- 47—G.A., Perth; 1 empty drum; Richardson.
- 48—G.A., Perth; 1 empty drum; Calagro.
- 49—G.A., Perth; 1 iron cot and mattress; McDonald.
- 50—G.A., Perth; 1 canoe; Giffen.
- 51—G.A., Perth; 8 old rugs and blankets; Lathbury, Johnstone and McDonnell.
- 52—G.A., Perth; 2 old Gladstone bags; Johnstone.
- 53—G.A., Perth; 1 kitbag gent's working boots and shoes (5 pairs); McDonnell and Lathbury.
- 54—G.A., Perth; 1 kitbag men's working clothes; Johnstone.
- 55—G.A., Perth; 1 bag men's working boots and shoes (6 pairs); Hinton and Johnstone.
- 56—G.A., Perth; 1 grey blanket; Hinton.
- 57—G.A., Perth; 1 pair single sheets; N.N.
- 58—G.A., Perth; 1 bundle mattress and pillows; N.N.
- 59—G.A., Perth; 1 grey blanket; McDonnell.
- 60—G.A., Perth; 1 bag men's working clothes; Lathbury.
- 61—G.A., Perth; 1 bag men's working clothes; McDonnell and Johnstone.
- 62—G.A., Perth; 1 old tent; Reed.
- 63—Kalgoorlie; 1 bundle skins; Henderson.
- 64—Perth Goods; 1 box kitchen utensils; Hinton.

C.

Lot, Station, Articles, Marks, etc., Name.

- 65—Perth Goods and Perth Parcels; 5 old suitcases; Porteous, Cribb and Johnstone.
 66—Perth Parcels; 1 attache case muscled developer and sundries; Gordon.
 67—Perth Goods; 1 trunk men's working clothes; Hinton.
 68—Perth Goods; 3 old military overcoats, 1 rain cape; McDonnell and Lathbury.
 69—Goods, Fremantle; 3 men's old overcoats; N.N.
 70—Albany; 1 machinery part; Livesey.
 71—Perth Goods; 1 motor tyre; N.N.
 72—Perth Goods; 1 petrol drum; Pavlovich.
 73—Perth Parcels, Perth L.P.O. and Perth Cloak-room; 1 bundle canvas pieces; Gordon and Reed.
 74—Perth Parcels, G.A., Fremantle and G.A., Perth; 1 bundle bags and bagging; Gordon, McLeod, Daniels and Reed.

POLICE ACT, 1892.

(Section 76.)

THE following unclaimed property (found in tramears) will be sold by auction at Perth Railway Station on 15th and 16th June, 1948.

J. DOYLE,

Commissioner of Police.

10th May, 1948.

D.

Lot, Article.

- 1—1 lady's umbrella.
 2—1 lady's umbrella.
 3—1 lady's umbrella.
 4—1 lady's umbrella.
 5—1 lady's umbrella.
 6—1 lady's umbrella.
 7—1 lady's umbrella.
 8—1 lady's umbrella.
 9—1 lady's umbrella.
 10—1 lady's umbrella.
 11—1 lady's umbrella.
 12—12 pairs ladies' kid gloves.
 13—12 pairs ladies' kid gloves.
 14—12 pairs ladies' kid gloves.
 15—12 pairs ladies' kid gloves.
 16—12 pairs ladies' kid gloves.
 17—12 pairs ladies' kid gloves.
 18—12 pairs ladies' kid gloves.
 19—12 pairs ladies' kid gloves.
 20—12 pairs ladies' kid gloves.
 21—12 pairs ladies' kid gloves.
 22—12 pairs ladies' kid gloves.
 23—12 pairs ladies' kid gloves.
 24—1 lady's sunshade.
 25—1 lady's umbrella.
 26—1 lady's sunshade.
 27—1 lady's sunshade.
 28—1 lady's sunshade.
 29—1 lady's sunshade.
 30—1 lady's sunshade.
 31—1 lady's sunshade.
 32—1 boy's overcoat.
 33—1 boy's raincoat.
 34—1 lady's neck fur.
 35—5 ladies' shopping bags.
 36—1 suitcase gent's working clothes.
 37—1 suitcase girls' and ladies' clothing.
 38—9 string shopping bags.
 39—1 attache case baby's clothing.
 40—1 attache case girls' and boys' clothing.
 41—5 gent's hats.
 42—5 shopping bags.
 43—9 string shopping bags.
 44—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 45—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 46—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 47—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 48—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 49—1 cardboard box 1 dozen pairs ladies' cotton gloves.

D.

Lot, Article.

- 50—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 51—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 52—1 parcel 1 dozen pairs ladies' cotton gloves.
 53—6 old attache cases.
 54—1 attache case odd gloves.
 55—1 attache case odd gloves.
 56—1 gent's umbrella (slightly damaged).
 57—1 gent's umbrella (slightly damaged).
 58—1 cardboard box 1 dozen pairs ladies' cotton gloves.
 59—1 bundle (12) ladies' umbrellas (damaged).
 60—1 lady's umbrella (slightly damaged).
 61—1 lady's umbrella (slightly damaged).
 62—1 lady's umbrella (slightly damaged).
 63—1 lady's umbrella (slightly damaged).
 64—1 lady's umbrella (slightly damaged).
 65—1 lady's umbrella (slightly damaged).
 66—1 lady's umbrella (slightly damaged).
 67—1 lady's umbrella (slightly damaged).
 68—1 lady's umbrella (slightly damaged).
 69—1 lady's umbrella (slightly damaged).
 70—1 lady's umbrella (slightly damaged).
 71—1 lady's umbrella (slightly damaged).
 72—1 cardboard box (3) knitting bags and sundries.
 73—6 tobacco pouches.
 74—6 tobacco pouches.
 75—1 attache case purses.
 76—1 attache case (4) towels.
 77—5 babies' pillows.
 78—1 attache case bathers and bathing trunks.
 79—1 bundle children's shoes and slippers (7 pairs).
 80—1 dust coat.
 81—1 attache case purses.
 82—1 attache case children's coats and blazers (4).
 83—1 attache case bathing trunks (5 pairs).
 84—1 lady's umbrella (slightly damaged).
 85—1 lady's umbrella (slightly damaged).
 86—1 lady's umbrella (slightly damaged).
 87—1 lady's umbrella (slightly damaged).
 88—1 lady's umbrella (slightly damaged).
 89—1 lady's umbrella (slightly damaged).
 90—1 lady's umbrella (slightly damaged).
 91—1 lady's umbrella (slightly damaged).
 92—1 lady's umbrella (slightly damaged).
 93—1 lady's umbrella (slightly damaged).
 94—1 lady's umbrella (slightly damaged).
 95—1 lady's umbrella (slightly damaged).
 96—1 parcel 1 dozen pairs ladies' kid gloves.
 97—1 parcel 1 dozen pairs ladies' kid gloves.
 98—1 parcel 1 dozen pairs ladies' kid gloves.
 99—1 parcel 1 dozen pairs ladies' kid gloves.
 100—1 parcel 1 dozen pairs ladies' kid gloves.
 101—1 parcel 1 dozen pairs ladies' kid gloves.
 102—1 parcel 1 dozen pairs ladies' kid gloves.
 103—1 parcel 1 dozen pairs ladies' kid gloves.
 104—1 parcel 1 dozen pairs ladies' kid gloves.
 105—1 parcel 1 dozen pairs ladies' kid gloves.
 106—1 parcel 1 dozen pairs children's woollen gloves.
 107—1 parcel 1 dozen pairs children's woollen gloves.
 108—1 hockey stick.
 109—1 attache case purses.
 110—4 pairs boys' football boots.
 111—1 cardboard box (5) gent's purses and wallets.
 112—4 haversacks and webb belts.
 113—5 babies' pillows.
 114—1 attache case girls' hats and fisher hats.
 115—8 tobacco pouches.
 116—8 tobacco pouches.
 117—1 attache case ladies' scarves (11).
 118—1 attache case berets (7).
 119—1 attache case children's purses.
 120—1 attache case boys' caps (10).
 121—4 pairs boys' boots and shoes.
 122—1 attache case purses.
 123—8 tobacco pouches.
 124—1 lady's sunshade (slightly damaged).
 125—1 lady's sunshade (slightly damaged).
 126—1 lady's sunshade (slightly damaged).
 127—1 lady's sunshade (slightly damaged).
 128—1 lady's sunshade (slightly damaged).
 129—1 lady's sunshade (slightly damaged).

D. Lot, Article.	
130—1	lady's sunshade (slightly damaged).
131—1	lady's sunshade (slightly damaged).
132—1	lady's sunshade (slightly damaged).
133—1	lady's sunshade (slightly damaged).
134—1	lady's sunshade (slightly damaged).
135—1	lady's sunshade (slightly damaged).
136—1	parcel 1 dozen assorted gloves (ladies').
137—1	parcel 1 dozen assorted gloves (ladies').
138—1	parcel 1 dozen assorted gloves (ladies').
139—1	parcel 1 dozen children's woollen gloves.
140—1	attache case ladies' odd gloves.
141—1	attache case ladies' odd gloves.
142—6	ladies' umbrellas (damaged).
143—6	ladies' umbrellas (damaged).
144—6	ladies' umbrellas (damaged).
145—12	ladies' sunshades (damaged).
146—12	ladies' sunshades (damaged).
147—1	only rubber thigh boot.
148—1	card brooches.
149—1	card brooches.
150—1	card brooches.
151—1	card brooches.
152—1	card "Mother" brooches.
153—1	child's bangle.
154—1	child's bracelet.
155—1	card (2) child's bracelets.
156—1	child's bangle.
157—1	wedding ring.
158—1	ring.
159—1	necklace.
160—1	card (3) rosary beads.
161—1	card (2) rosary beads.
162—1	card (2) rosary beads.
163—1	card (2) rosary beads.
164—2	bracelets.
165—1	watch.
166—1	watch.
167—2	ladies' wrist watches.
168—1	gent's wrist watch.
169—2	gent's wrist watches.
170—3	ladies' wrist watches.
171—1	lady's wrist watch.
172—1	lady's wrist watch.
173—1	fountain pen.
174—1	fountain pen.
175—1	fountain pen.

D. Lot, Article.	
176—1	fountain pen.
177—1	fountain pen.
178—1	fountain pen.
179—1	fountain pen.
180—1	fountain pen.
181—1	fountain pen.
182—1	fountain pen.
183—1	fountain pen.
184—1	fountain pen.
185—1	fountain pen.
186—1	fountain pen.
187—1	fountain pen.
188—1	propelling pencil.
189—3	empty attache cases.
190—1	bag odd gloves.
191—1	ladies' sunshade (slightly damaged).
192—1	ladies' sunshade (slightly damaged).
193—1	ladies' sunshade (slightly damaged).
194—1	ladies' sunshade (slightly damaged).
195—1	ladies' sunshade (slightly damaged).
196—2	gent's umbrellas (damaged).
197—1	bundle (6) ladies' umbrellas (damaged).
198—1	bundle (6) ladies' umbrellas (damaged).
199—1	bundle (6) ladies' umbrellas (damaged).
200—1	bundle (6) ladies' umbrellas (damaged).
201—1	bundle (6) ladies' umbrellas (damaged).
202—1	bundle (6) ladies' umbrellas (damaged).
203—1	bundle (6) ladies' umbrellas (damaged).

MINE WORKERS' RELIEF FUND.

General Election—Mine Worker Representative.
Returning Officer's Report.

NOTICE is hereby given that the result of the ballot taken between the 14th and 20th days of April, 1948, for the election of one Mine Worker Representative is as follows:—Flynn, J. F. T., 359; McLean, K., 892; Oliver, C. T., 2,196; informal, 141; total, 3,588.

I hereby declare Mr. C. T. Oliver elected as Mine Worker Representative on the Board of Control for the ensuing period of two years, subject to the provisions of the Mine Workers' Relief Act, 1943, and regulations.

W. A. BARNETT,
Returning Officer.
Kalgoorlie,
11th May, 1948.

THE MINING ACT, 1904-1945.

Department of Mines,
Perth, 13th May, 1948

IT is hereby notified that in accordance with the provisions of the Mining Act, 1904-1945, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Leases and Applications for Leases as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

Gold Mining Leases.

The undermentioned applications for Gold Mining Leases were approved, subject to survey :—

Goldfield.	District.	No. of Application.
Coolgardie	Coolgardie	*5772.
East Coolgardie	East Coolgardie	*6149E.
East Murchison	Black Range	*1087B.
Murchison	Lawlers	2256.
Peak Hill		*584P.
Yilgarn		*4205, *4207, *4220, *4212, *53PP, *54PP, *55PP.

Miners' Homestead Leases.

The undermentioned application for a Miner's Homestead Lease was approved, subject to survey, to date from 1st January, 1948 :—

Goldfield.	District.	No. of Application.
East Murchison	Wiluna	72J, 73J, 74J.

Mineral Leases.

The undermentioned Applications for Mineral Leases were approved, subject to survey :—

Goldfield.	District.	No. of Application.
West Kimberley Outside Proclaimed		44, 45, 46, 47, 48, 49. *55PF.

The surrender of the undermentioned Gold Mining Leases was accepted :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
Coolgardie Murchison	Coolgardie Mt. Magnet	5771 1443M	Fernbank Rhoda	Victory Explorations, No Liability. Dewar, Alfred George; Broadbent, Frank.
Peak Hill		*448P *552P	Evening Star Bobby Dazzler	Burrows, Brian Lewis James. Burrows, Brian Lewis James.
Yilgarn		4170	Battler	Ronchi, Tullio; Bettini, Silvio; Burro, David; Mazzina, Arturo.

THE MINING ACT, 1904-1945.

Licenses to Treat Tailings or Mining Material.

Department of Mines,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council by virtue of the powers conferred under section 112 of the Mining Act, 1904-1945, has been pleased to grant a License to Treat Tailings or Mining material, as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

No.	Corres. No.	License.	Goldfield.	Locality.	Period.
1076H (2X/1947)	708/47	Horley, Lance Charles	Murchison ...	G.M.Ls 1542N, 1547N, Meeka- tharra	Six months from 1st June, 1948.
1100H (1Z/1948)	228/48	Maher, Patrick William	North Coolgardie	Late G.M.L. 5320Z, P.A. 2400, Monzies	Six months from 1st June, 1948

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1945, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Temporary Reserves as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

The undermentioned Temporary Reserves have been approved conditionally :—

No.	Corres. No.	Occupier.	Term.	Locality.
1108H	312/48	Goldfields Australian Development Company, Limited	Six months from 30th March, 1948 ...	Timoni; Mount Ida.
1109H	313/48	Goldfields Australian Development Company, Limited	Six months from 30th March, 1948 ...	Timoni; Mount Ida.

*Conditionally.

MINING ACT, 1904-1945.

Department of Mines,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to section 308 of the Mining Act, 1904-1945, has been pleased to amend the regulations made under and for the purposes of the said Act, and published in the *Government Gazette* on the 4th day of December, 1925, and amended from time to time thereafter (reprinted with all amendments in the *Government Gazette* on the 4th day of October, 1945) in the manner mentioned in the Schedule hereunder.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

Schedule.

The abovementioned regulations are amended as follows:—

Delete the whole of regulation 218 and insert in lieu thereof a new regulation 218 as follows:—

218. (1) Every holder of a mining tenement shall keep and maintain a complete record containing the particulars hereinafter mentioned of every exploratory borehole drilled and which may from time to time be drilled on such tenement, but is not required to keep any record pertaining to any borehole which is subsequently entirely removed by stripping or other mining operations.

(2) The holder of such mining tenement or his manager shall, for the information of the Minister, not later than the last day of June in every year, supply to the Minister the records of all boreholes completed up to the 31st day of December of the preceding year. In the case of companies whose financial year ends on some date other than the 31st day of December, the records of boreholes completed up to such date may be supplied to the Minister not later than six months after the end of such financial year. No information so supplied shall be made public, except with the consent of the Minister.

(3) The records of such boreholes shall include—

- (a) the number or other designation of the bore;
- (b) the precise position of the bore on the lease;
- (c) the direction of the bore and its angle of inclination from the horizontal;
- (d) the exact depth bored;
- (e) a section or log of the bore showing the thickness and description of each type of rock penetrated by the bore;
- (f) assays, analyses and tests made to ascertain the composition or value of any mineral or gold deposits bored through.

(4) Notwithstanding the provisions of paragraph (2) above, the Minister may on receipt of written application from the holder of a mining tenement or his manager, at his discretion permit the information ascertained in regard to any bore or group of bores on the tenement to be withheld for a specified period.

(5) For the purpose of this regulation, the term "holder of a mining tenement" shall include an option holder, sub-lessee, or any person who has control of the mineral or gold rights of the mining tenement for the time being.

(6) Any person committing a breach of this regulation shall be liable to a penalty not exceeding twenty pounds.

MINES REGULATION ACT, 1946.

Department of Mines,
Perth, 13th May, 1948.

1051/46.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to section 61 of the Mines Regulation Act, 1946, has been pleased to amend, in the manner mentioned in the Schedule hereunder, the regulations made under the said Act, originally published in the *Government Gazette* on the 16th day of November, 1934, and reprinted in the *Government Gazette* on the 24th day of May, 1939, as corrected and amended up to the 31st day of December, 1938, and as subsequently amended by notices published in the *Government Gazette* on the 14th July, 1939; the 8th December, 1939; the 3rd May, 1940; the 4th October, 1940; the 20th December, 1940; the 5th June, 1942; the 10th March, 1944; the 3rd November, 1944; the 17th November, 1944; the 16th March, 1945; the 14th December, 1945; the 19th July, 1946; the 13th February, 1948; and the 25th March, 1948.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

Schedule.

The abovementioned regulations are amended as follows:—

In regulation 17, division 2, clause 5, paragraph (a):—

(a) Delete the second sentence "and as from the coming into operation of this clause" and insert in lieu thereof, the words and figures "and as from the first day of March, 1948."

(b) Delete the figures and symbols "£8 11s. 6d." occurring in the third line and substitute therefor the figures and symbols "£10 11s. 6d."

THE MINING ACT, 1904-1945.

Appointment.

Department of Mines,
Perth, 13th May, 1948.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve the following appointment, viz.:—

1448/46—Alfred Norman Deas as Acting Mining Registrar, Coolgardie, Coolgardie Goldfield, during the absence of the Mining Registrar on leave, to date from the 5th day of May, 1948.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Mount Magnet, 15th April, 1948.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order, he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) L. J. REGAN,
Warden.

To be heard at the Warden's Court, Mount Magnet, on Monday, the 14th day of June, 1948.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

MURCHISON GOLDFIELD.

Mount Magnet District.

Garden Area.

33M—Temme, Edward Albert; Reedy, via Cue; non-payment of rent and no Miner's Right.

Machinery Area.

14M—Wellington, William; Mount Magnet; non-payment of rent.

YALGOO GOLDFIELD.

Business Areas.

119—Green, William John; Payne's Find; non-payment of rent.

174—Green, William John; Payne's Find; non-payment of rent.

179—Green, William John; Payne's Find; non-payment of rent.

180—Green, William John; Payne's Find; non-payment of rent.

Garden Area.

15—Galbraith, William James; Payne's Find; non-payment of rent and no Miner's Right.

Residence Area.

185—Carnsew, Christopher Faull; Yalgoo; no Miner's Right.

Water Rights.

14—Dix, Percy Albert; cor. Murray and Milligan Streets, Perth; non-payment of rent.

15—Dix, Percy Albert; cor. Murray and Milligan Streets, Perth; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Cue, 21st April, 1948.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may

issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) L. J. REGAN,
Acting Warden.

To be heard at the Warden's Court, Cue, on Friday, the 18th day of June, 1948.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

MURCHISON GOLDFIELD.

Cue District.

Water Right.

57—Schmidt, John Stephen; Big Bell; non-payment of rent and no Miner's Right.

Mineral Claim.

26—Zadow, John Claude; Cue; non-payment of rent and no Miner's Right.

Residence Area.

312—Zadow, Elsie May; Cue; no Miner's Right.

Garden Areas.

26—Schmidt, John Stephen; Big Bell; non-payment of rent and no Miner's Right.

35—Maiolo, Cosimo; Reedy; non-payment of rent and no Miner's Right.

41—Seiwewright, Charles David Robert; Big Bell; non-payment of rent and no Miner's Right.

43—Scally, Patrick Joseph; Big Bell; non-payment of rent.

Day Dawn District.

Garden Area.

23D—Zadow, John Claude; Cue; non-payment of rent and no miner's right.

Water Right.

S6D—Langgaard, Neil; Lake Austin; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Laverton, 22nd April, 1948.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) T. A. DRAPER,
Warden.

To be heard at the Warden's Court, Laverton, on Thursday, the 10th day of June, 1948.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

Mt. MARGARET GOLDFIELD.

Mt. Margaret District.

Machinery Areas.

16T—United Gold Recoveries Proprietary Limited; Beria; non-payment of rent and no Miner's Right.

23T—Emily Amelia Shepherd; Duketon; non-payment of rent.

Tailings Areas.

13T—George Noel Bernard Smith, Frederick George Winter; 41 Boulder Road, Kalgoorlie; non-payment of rent and no Miner's Right.

MT. MARGARET GOLDFIELD—*continued.*Mt. Margaret District—*continued.*Tailings Areas—*continued.*

- 14T—George Noel Bernard Smith, Frederick George Winter; 41 Boulder Road, Kalgoorlie; non-payment of rent and no Miner's Right.
 15T—United Gold Recoveries Proprietary Limited; Beria; non-payment of rent and no Miner's Right.
 16T—United Gold Recoveries Proprietary Limited; Beria; non-payment of rent and no Miner's Right.

Garden Areas.

- 42T—Rosetta Rose Nogal, Wladyslaw Naogal; Laverton; non-payment of rent.
 46T—Nina, Boni; Laverton; non-payment of rent.

Water Rights.

- 38T—Mt. Margaret Road Board; Laverton; non-payment of rent and no Miner's Right.
 113T—Rita Hasham; Laverton; non-payment of rent.
 171T—Mt. Crawford Pastoral Company Limited; Laverton; non-payment of rent and no Miner's Right.
 179T—Mt. Crawford Pastoral Company Limited; Laverton; non-payment of rent and no Miner's Right.
 189T—Douglas Cable; Beria; non-payment of rent.
 192T—Nina Boni; Laverton; non-payment of rent.

Business Areas.

- 699T—Arthur Charles Rymer; Beria; non-payment of rent and no Miner's Right.
 710T—Gerald Mortimer Taylor, Frederick Edward Curry; 9 Yilgarn Street, Beaconsfield; non-payment of rent and no Miner's Right.

Mt. Morgans District.

Machinery Area.

- 14F—Clifford Clyde Crocker; Yundamindera; non-payment of rent.

Water Rights.

- 82F—Yundamindera Pastoral Company Limited; Yundamindera; non-payment of rent and no Miner's Right.
 90F—Yundamindera Pastoral Company Limited; Yundamindera; non-payment of rent and no Miner's Right.
 89F—Mt. Maleolm Pastoral Company Limited; Maleolm; non-payment of rent and no Miner's Right.
 94F—Mise Birin, Nikola Skroza; Mt. Morgans; non-payment of rent and no Miner's Right.

THE MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Kalgoorlie, 19th April, 1948.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the under-mentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order, he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection and, on the date mentioned, the Warden will proceed to hear and determine the same in accordance with the evidence then submitted.

(Sgd.) T. A. DRAPER,
Warden.

To be heard at the Warden's Court, Kalgoorlie, on Monday, the 28th day of June, 1948.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason of Resumption.

EAST COOLGARDIE GOLDFIELD.

Mineral Claims.

- 9E—Bond, Herbert Theodore; Mount Monger; non-payment of rent.
 10E—Pasecoe, Richard Alexander; Cassidy Street, Kalgoorlie; non-payment of rent.

EAST COOLGARDIE GOLDFIELD—*continued.*

Garden Areas.

- 177E—Linton, Robert Ivon and Reeves, Edward Charles; c/o T. W. Simpson, Box 306, Kalgoorlie; non-payment of rent.
 179E—Sorrell, Catherine Isabel (Administratrix); 458 Hannan Street, Kalgoorlie; non-payment of rent.
 185E—Ameni, Walter; Golden Mile Dining Rooms, Maritana Street, Kalgoorlie; non-payment of rent.

Water Rights.

- 296E—Goldfields Firewood Supply Limited; Lakewood; non-payment of rent.
 297E—New Milano No Liability; 422 Collins Street, Melbourne; non-payment of rent.
 299E—New Milano No Liability; 422 Collins Street, Melbourne; non-payment of rent.
 300E—New Milano No Liability; 422 Collins Street, Melbourne; non-payment of rent.
 301E—Goldfields Firewood Supply Limited; Lakewood; non-payment of rent.
 302E—Goldfields Firewood Supply Limited; Lakewood; non-payment of rent.
 303E—Goldfields Firewood Supply Limited; Lakewood; non-payment of rent.

Business Area.

- 211E—Smith, Harry; Mount Monger; non-payment of rent.

Residence Area.

- 203E—Pinner, Barbara; Brown Hill Road, Williamstown; non-possession of Miner's Right.

Bulong District.

Mineral Claims.

- 3Y—Jones, Robert Load Cecil; 26 Varden Street, Kalgoorlie; non-payment of rent.
 13Y—Pasecoe, George Pooley; c/o J. W. Cranston, Boulder Road, Kalgoorlie; non-payment of rent.
 14Y—Jones, Robert Load Cecil; 26 Varden Street, Kalgoorlie; non-payment of rent.

NORTH-EAST COOLGARDIE GOLDFIELD.

Kanowna District.

Mineral Claims.

- 10X—Willmott, Joseph; Kanowna; non-payment of rent.
 11X—Smith, John Urwin; Kanowna; non-payment of rent.

Garden Area.

- 52X—Willis, Jabez; Kanowna; non-payment of rent.

Water Rights.

- 53X—Pearee, Walter Nicholas; Bardoe; non-payment of rent.

Kurnalpi District.

Mineral Claim.

- 2K—Jones, Robert Load Cecil; 26 Varden Street, Kalgoorlie; non-payment of rent.

BROAD ARROW GOLDFIELD.

Business Areas.

- 70W—Finlayson, Mattie Carveth; Ora Banda; non-payment of rent.
 72W—Smith, James; Broad Arrow; non-payment of rent.
 131W—Sanders, William Alfred; Grants Patch; non-payment of rent.
 132W—Sanders, William Alfred; Grants Patch; non-payment of rent.

Residence Areas.

- 130W—Davey, William Henry; Grants Patch; non-possession of Miner's Right.
 133W—Fitzgerald, Alice Maud; Grants Patch; non-possession of Miner's Right.

Residence Area.

- 41W—Associated Northern Ora Banda No Liability; c/o W. G. Moore, Palace Chambers, Kalgoorlie; non-payment of rent.
 47W—Parker, Thomas John; Broad Arrow; non-payment of rent.

BROAD ARROW GOLDFIELD—*continued.*

Tailings Area.

42W—Associated Northern Ora Banda No Liability; c/o W. G. Moore, Palace Chambers, Kalgoorlie; non-payment of rent.

Water Rights.

76W—Argus, John; Ora Banda; non-payment of rent.
89W—Dillon, Francis, and Pearce, Walter Nicholas; Bardoe; non-payment of rent.

93W—Associated Northern Ora Banda No Liability; c/o W. G. Moore, Palace Chambers, Kalgoorlie; non-payment of rent.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

Water Rights.

370Z—First Hit Gold Mine (1934); c/o J. Allen, Menzies; non-payment of rent.

373Z—First Hit Gold Mine (1934); c/o J. Allen, Menzies; non-payment of rent.

374Z—First Hit Gold Mine (1934); c/o J. Allen, Menzies; non-payment of rent.

Machinery Area.

65Z—Sawyer, Ephraim Thomas; Menzies; non-payment of rent.

Garden Areas.

67Z—Heppingstone, Charles Robert; 30 Ventnor Avenue, West Perth; non-payment of rent.

49Z—O'Reilly, Ellen Marie; Yundaga; non-payment of rent.

Ularring District.

Water Rights.

47U—Skuthorp, William Strahan; Riverina, via Menzies; non-payment of rent.

Machinery Area.

15U—Searle, John Thomas; 35 Arlington Street, Five Dock, Sydney; non-payment of rent.

Yerilla District.

Business Area.

340R—Clifford, Daniel; Edjudina; non-payment of rent and no Miner's Right.

THE MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Coolgardie, 27th April, 1948.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the under-mentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) T. A. DRAPER,
Warden.

To be heard at the Warden's Court, Coolgardie, on Monday, the 28th day of June, 1948.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

COOLGARDIE GOLDFIELD.

Kununalling District.

Water Rights.

59S—Western Australian Goldfields Firewood Supply; Lakewood; non-payment of rent.

60S—Western Australian Goldfields Firewood Supply; Lakewood; non-payment of rent.

65S—M. A. Crawford; Carbine; non-payment of rent.

Coolgardie District.

Machinery Areas.

56—George Francis Lister; Widgiemooltha; non-payment of rent.

85—Widgiemooltha Public Battery N.L.; Room 210, Second Floor, C.M.L. Buildings, Perth; non-payment of rent.

97—Ajax Treatment Plant; c/o G. F. Lister, Widgiemooltha; non-payment of rent.

Water Rights.

220—Denninup Vale Pastoral Company Limited; C.M.L. Buildings, St. George's Terrace, Perth; non-payment of rent.

502—Denninup Vale Pastoral Company Limited; C.M.L. Buildings, St. George's Terrace, Perth; non-payment of rent.

550—Denninup Vale Pastoral Company Limited; C.M.L. Buildings, St. George's Terrace, Perth; non-payment of rent.

559—Widgiemooltha Public Battery N.L.; Room 210, Second Floor, C.M.L. Buildings, Perth; non-payment of rent.

570—Leonard Ives; Higginsville; non-payment of rent.

571—Ante Oreb; Higginsville; non-payment of rent.

UNIVERSITY OF WESTERN AUSTRALIA.

Perth, 19th April, 1948.

Amending Statute No. 1 of 1948.

Amendment to Statute No. 18—Conditions of Awarding Hackett Bursaries and Hackett Research Studentships and Scholarships.

Section 1 to be amended to read:—

“Under the terms of the Will of Sir John Winthrop Hackett, First Chancellor of the University, as interpreted and varied by Order of the Court No. 20 of the 22nd December, 1926, the Senate shall offer each year Bursaries and Research Studentships ‘for the assistance and maintenance of deserving students of the University whose means may make it difficult for them to take up or continue a University course or to carry on studies or research work within or without the State.’

“Under the terms of the Order of the Court such Bursaries and Research Studentships shall be ‘of such amount or amounts and held on such terms and conditions and for such period or periods as may be defined by Statute made, altered or repealed from time to time by the Governing authority of the University. Provided that no such Statute or any amendment thereof shall depart from the fundamental object of granting assistance and or maintenance to those students only who are deserving and of limited means.’

“‘Limited means’ shall mean ‘whose means may make it difficult for them to take up or continue a University course or to carry on studies or research work within or without the State.’”

The Common Seal of the University of Western Australia has been affixed in pursuance of an order of the Senate by the undersigned [L.S.] being legally entitled to the custody thereof as the Chancellor of the said body Corporate.

E. W. GILLET, T,
Chancellor.

ERRATUM.

UNIVERSITY OF WESTERN AUSTRALIA
ACT, 1911-1944.

IN the first of the two notices appearing under the above heading in the *Government Gazette* of the 9th April, 1948, in the line “Amendment of Statute No. 7—Guild of Undergraduates,” delete the figure “7” and insert in lieu thereof the figures “20.”

C. SANDERS,
Registrar of the University of Western Australia.
14th May, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (250) of 1947.

Between Dairy Factories Employees' Industrial Union of Workers, South-West Land Division, Bunbury, Applicant, and Nestle & Anglo Swiss Condensed Milk Co. (Anstraliasia) Limited, Respondent.

HAVING heard Mr. W. J. Oxwell on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order that Award No. 31C of 1946, made between the abovenamed parties be and the same is hereby amended in the manner following:—

7.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work. With the written permission of the Union, an eighty (80) hour fortnight (namely, one week of thirty-six (36) and one week of forty-four (44) hours) may be worked.

(b) The ordinary daily hours for workers other than afternoon or night shift workers shall not be more than eight (8) to be worked in a continuous shift between the hours of 7 a.m. and 6 p.m. Monday to Saturday inclusive.

(c) The hours of afternoon or night shift workers shall not be more than eight (8) (to be worked in a continuous shift) inclusive of crib time, which shall not exceed twenty (20) minutes.

8.—Overtime.

Add to this clause the following new subclause:—

(d) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

13.—Absence Through Sickness.

Delete this clause and substitute in lieu thereof the following:—

(a) A worker, other than a casual worker, shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to forty (40) hours (one week's pay) in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident, not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause, unless he produces satisfactory proof to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (275) of 1947.

Between Printing Industry Employees' Union of Australia Western Australian Branch Industrial Union of Workers, Perth, Applicant, and Metropolitan Master Printers and Allied Trades Union of Employers, Perth, Respondent.

HAVING heard Mr. G. W. Jones on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 6 of 1928, as amended, be and the same is hereby further amended in the manner following:—

3.—Hours.

Delete this clause and insert in lieu thereof the following:—

(a) The ordinary hours of work shall not exceed forty (40) per week, day work.

Not less than three-quarters of an hour shall be allowed on each day, between the hour of noon and 2 p.m. for meal time.

The forty (40) hours may be worked in five or six days, at the discretion of the employer.

If the weekly period be six days, it shall be divided into five shifts of not more than eight hours each, and one shift of not more than four hours on Saturday.

If the weekly period of five days be adopted it shall be divided into five shifts of eight hours.

(b) The ordinary hours of work for night workers shall not exceed forty per week, to be worked on five nights (Monday to Friday inclusive) the time for starting and finishing to be arranged between the employer and his employees.

Each daily or nightly period shall stand by itself, and all time worked in excess of the usual working hours shall be paid for at overtime rates hereinafter set forth.

(c) The ordinary hours of work for a machine compositor shall be forty (40) per week day work, and thirty-eight (38) per week night work.

(d) Day work shall mean work done between 7.30 a.m. and 6 p.m.; night work shall mean work done between 6 p.m. and 7.30 a.m.

6.—Overtime.

Add to this clause a new paragraph as follows:—
Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

17.—Overtime.

Add to this clause a new paragraph as follows:—
Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

24.—Interpretation.

Delete from the definition of "Casual worker" the words "six days" and insert in lieu thereof the words "one week."

Liberty is reserved to either party to apply for amendment of this order in the event of the Australian standard of hours of work for workers engaged on night work being reduced below the hours prescribed herein.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60(254) of 1947.

Between Electrical Trades Union of Workers of Australia, (Western Australian Goldfields Sub-branch) Kalgoorlie, Applicant, and B. G. Fleming & Co., S. W. Johnson, T. H. Harse and others, Respondents.

HAVING heard Mr. M. B. d'Almeida on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 22 of 1936, be and the same is hereby amended in the manner following:—

7.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) The ordinary working hours shall not exceed forty (40) in any one week to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday inclusive and between 7 a.m. and 12 noon on Saturday: Provided that the said forty (40) hours may be worked in five (5) days from Monday to Friday inclusive at the option of the employer.

(b) Lunch interval shall not exceed one (1) hour.

8.—Overtime.

Delete subclause (h) of this clause and substitute in lieu thereof the following:—

(h) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

12.—Payment for Sickness.

Delete this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-eighth ($\frac{1}{8}$) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to sixty (60) hours in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

21.—Definitions.

Delete the definition "Casual Worker" from this clause and substitute in lieu thereof the following:—

"Casual Worker" shall mean a worker employed for less than one (1) week.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (259) of 1947.

Between Merchant Service Guild of Australasia, Western Australian Section Union of Workers, Fremantle, Applicant, and the Commissioners of the Fremantle Harbour Trust, Respondents.

HAVING heard Mr. F. J. Stahl on behalf of the applicant and Mr. H. C. Radderham on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 45 of 1944, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 3.—Hours of Duty.

Delete subclause (a) and insert in lieu thereof:—

(a) 1. Forty (40) hours shall constitute the week's work, and subject to subclause (c) of this clause, the ordinary working hours shall not exceed eight (8) hours per day on five days of the week.

2. The employers may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement.

3. The Union or employee or employees covered by this Award shall not in any way, whether directly or indirectly, be party to, or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

4. This subclause shall remain in operation until otherwise determined by the Court.

Clause 5.—Sunday Time and Overtime.

Subclause (b).—Delete the figures "6.5%" in line nine and insert "6%."

Delete the words and figures "forty-four (44)" in line ten and insert "forty (40)."

Clause 11.—Rates of Pay When on Leave, etc.

Delete the words and figures "48 hours" in line eight and insert "42 hours."

Clause 12.—Hours of Duty.

Delete this clause and insert in lieu:—

The hours of duty shall be forty (40) per week, between 8 a.m. and 5 p.m. on all days Mondays to Fridays inclusive.

Clause 14.—Overtime.

Delete this clause and insert in lieu:—

Overtime shall mean and include all time worked in excess of eight (8) hours on any day Mondays to Fridays inclusive, and shall be paid for at the rate of time and a half per hour.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60(322) of 1947.

Between Eastern Goldfields Federated Engine Drivers' and Firemen's Union of Workers of Western Australia, Applicant, and Kalgoorlie Brewery and Ice Company Limited, Respondent.

HAVING heard Mr. C. Daly on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 38 of 1947, be and the same is hereby amended in the manner following:—

2.—Hours and Overtime.

Delete this clause and substitute in lieu thereof the following:—

2.—Hours and Overtime.

(a) Forty (40) hours shall constitute a week's work, to be worked in shifts of eight (8) hours each Mondays to Fridays inclusive, or in shifts of seven (7) hours

twelve (12) minutes each Mondays to Fridays inclusive and four (4) hours on Saturdays.

(b) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

4.—Wages.

Delete "44" where it appears and substitute in lieu "40."

8.—Absence through Sickness.

Delete the first sentence of subclause (b) of this clause and substitute in lieu thereof the following:—

(b) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for such ill-health shall be limited to one (1) week in each calendar year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (306) of 1947.

Between Australian Workers' Union Westralian Branch Industrial Union of Workers, Applicant, and the Hon. Minister for Works, the Hon. Minister for Lands and others, Respondents.

HAVING heard Mr. W. Hodsdon on behalf of the applicant and Mr. C. A. Reeve on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 3 of 1946, which said Agreement was on 15th day of August, 1947, declared a common Rule, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 3.—Hours.

Delete present clause and insert in lieu thereof:—

(a) Except where otherwise stated in this Agreement, forty (40) hours shall constitute a week's work and ten (10) hours shall be the maximum on any one day without payment of overtime. The systematic working of ten (10) hours per day on successive days is not permitted, except under special circumstances.

(b) (i) The department may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The union or worker or workers covered by this Agreement shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

Clause 4.—Overtime.

Delete the figures "44" appearing in the second line and insert the figures "40" in lieu thereof.

Clause 5.—Wages.

Amend Item 5 (a) as follows:—

Delete the figures "1/6th" appearing in the third line and insert the figures "1/4th" in lieu thereof.

Clause 6.—Camp Allowance.

Amend the last paragraph to read as follows: "The above allowance covers a week of five, six or seven days."

Clause 20.—Contract of Service.

Delete subclause (c) (i) and insert in lieu thereof:—

(c) (i) A worker entitled to a week's notice shall be entitled to payment for non-attendance on the ground of personal ill-health for one twelfth (1/12th) of a week's pay for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

Clause 21.—District Allowances.

Delete second last paragraph and insert in lieu thereof:—

The above allowances cover a week whether of five, six or seven days. For a period of less than five days, one-seventh (1/7th) of the above shall be payable for each day or part thereof.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (325) of 1947.

Between The Australian Workers' Union, Westralian Branch Industrial Union of Workers, Perth, Applicant, and the Bumbury Harbour Board, Respondent.

HAVING heard Mr. W. Hodsdon on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 1 of 1940 which said Agreement was on 24th day of May, 1940, declared to be a common rule, be and the same is hereby amended in the manner following:—

3.—Hours.

Delete this clause and insert in lieu thereof the following:—

3.—Hours.

The ordinary hours of work shall not exceed forty (40) hours in any one week to be worked in five (5) or five and one-half (5½) days at the option of the employer, but shall not exceed eight (8) hours daily, to be worked between the hours of 8 a.m. and 5 p.m. from Monday to Friday, inclusive, and four (4) hours Saturday between 8 a.m. and noon.

4.—Overtime.

Add new subclause (f) as follows:—

(f) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (308) of 1947.

Between Merchant Service Guild of Australasia, Western Australian Section Union of Workers, Fremantle, Applicant, and the Commissioner of Railways for the State of Western Australia, Respondent.

HAVING heard Mr. F. J. Stahl on behalf of the applicant and Mr. J. Faulkner on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 24 of 1936, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Amendments necessary to implement the forty hour week—To operate from the 4th January, 1948.

Clause 5.—Hours.

Subclause (a).—Delete present subclause and insert the following in lieu thereof:—

(a) Eighty (80) hours shall constitute the ordinary time of work during each fortnight, not more than fifty (50) hours thereof to be worked in any one week, and not more than the balance of the eighty (80) hours to be worked in the succeeding week, and no time on Sundays, except to complete a continuous shift (part of such ordinary time) begun on the preceding Saturday shall count as part of such ordinary time.

Clause 6.—Overtime.

New Provision.

Insert the following additional new subclauses:—

(c) The Commissioner may require any worker to work reasonable overtime at the overtime rates provided under the Award and workers shall work overtime in accordance with such requirements.

(d) No organisation, party to the Award, worker or workers covered by this Award shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements as shown in subclause (c) above.

(e) The above provisions shall remain in operation only until otherwise determined by the Court.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (109) of 1947.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicants, and the Commissioner of Railways of Western Australia, Respondent.

HAVING heard Mr. J. F. Newman and Mr. R. A. West on behalf of the applicants and Mr. E. McKenna on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 42 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 12 and 14 of 1947, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 18th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Amendments necessary to implement the forty hour week to operate from the beginning of the first pay period commencing in January, 1948.

Clause 7.—Payment for Sickness.

Delete the present subclause (a) and insert the following in lieu thereof:—

(a) A worker shall be entitled to payment for non-attendance on the grounds of personal ill-health at the rate of one-twelfth of the guaranteed week's work for

each completed month of service: Provided that payment for such absence through such ill-health shall be limited to six (6) days in each calendar year, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the end of each calendar year, or at any time the worker leaves the service, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

Clause 13.—Hours of Duty.

(a) Forty (40) hours exclusive of Sunday work shall constitute a week's work. No day's work shall exceed eight (8) hours. The week's work may extend over five (5) or six (6) days at the option of the Commissioner.

Liberty to apply is reserved to either party after three months from the date hereof.

Present subclause (d) to be deleted.

Insert new subclause.

(d) Meal interval shall not exceed one hour.

Clause 15.—Overtime and Sunday Time.

Add a new subclause (i).

(i) Notwithstanding anything hereinbefore contained

(1) Systematic overtime in the Railway Workshops, Midland Junction shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such workshops aforesaid subject to the following terms and conditions. The term "emergency" includes—

(a) a condition caused by a breakdown of machinery or plant which, unless repaired outside ordinary working hours, will hold up normal production;

(b) a condition due to a bottleneck in production;

(c) work being required within a specific time which cannot be completed by employing extra workers or by working shifts.

(2) In the case of an extreme emergency where there is no time to notify the shop steward and to adopt the procedure hereinafter prescribed the management shall have the right to work overtime subject to an appeal to the special Board of Reference as hereinafter defined. If upon such appeal the Board of Reference considers the working of overtime in the circumstances of the particular case was unjustified or contrary to the spirit and intention of the provisions hereof double time shall be awarded and payable for the overtime actually worked.

(3) When the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work, and the number of hours which will be involved.

The shop steward may consult with the management if he requires further information, and after advising his shop stewards, convenor, or senior shop steward as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer who may refer the matter to the Metal Trades Council for review, which the Council shall deal with forthwith, and if the Metal Trades Council confirms the shop steward's decision, to a special Board of Reference as hereinafter defined. If the Metal Trades Council supports the employer, or the Board of Reference so decides, overtime shall be worked accordingly.

(4) Where the employer intends to work overtime on a major job he shall notify the Secretary of the Metal Trades Council supplying all relevant particulars. The employer shall be advised of the decision of the Metal Trades Council within twenty-four (24) hours of such notification and if consent to the proposed overtime is refused the employer may refer the matter to the special

Board of Reference. If the decision of the Metal Trades Council in the first instance, or the Board of Reference on appeal, is in favour of the employer's proposal, overtime shall be worked accordingly.

(5) Notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available workers, and no worker shall be required to work more than nine (9) hours' overtime in any one week on a minor job, or the maximum number of hours agreed to by the Metal Trades Council, or decided upon by the Board of Reference, on a major job.

(6) For the purpose of this document the special Board of Reference shall consist of a chairman who shall be the Conciliation Officer attached to the Industrial Arbitration Court (or in his absence such other person as the Hon. President of the Arbitration Court shall nominate), a representative nominated by the employer, and a representative nominated by the Metal Trades Council.

(7) Liberty to apply is reserved to either party after six (6) months from the date hereof.

Add new subclause (j).

(j) (a) The Commissioner may require any worker to work reasonable overtime at the overtime rates provided under the Award and workers shall work overtime in accordance with such requirements.

(b) No organisation, party to the Award, worker or workers covered by this Award shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements as shown in subclause (a) above.

(c) The above provisions shall remain in operation until otherwise determined by the Court.

(d) This subclause shall not affect the operation of subclause (i) above.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (293) of 1947.

Between The Seamen's Union of Western Australia Industrial Union of Workers, Fremantle, Applicant, and State Shipping Service of Western Australia, Respondent.

HAVING heard Mr. J. Byrne on behalf of the applicant and Mr. L. B. Crosbie on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 21 of 1939, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

This Agreement shall operate from the beginning of the first pay period to commence in January, 1948, and shall apply to the employees covered by the Industrial Agreement No. 21 of 1939, registered in the State Court of Conciliation and Arbitration on 23rd November, 1939, between the State Shipping Service of Western Australia and the Seamen's Union of Western Australia Industrial Union of Workers, Fremantle, which Award shall be varied as follows:—

I. By adding at the end of clause II, the following new subclause:—

Compulsory Overtime.

(d) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

(ii) The organisation party to this Agreement shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the authority competent so to do under the State Arbitration Act.

II. By deleting clause 10 and inserting in lieu thereof the following:—

Time Off Per Week of Employment.

(10) (a) For each complete week for which the employee has been employed he shall be entitled to time off work and off the ship for sixteen hours, to be given in the following manner:—

(i) In his home port, or, if the employee so desires and the Master so agrees, in another port, between 7 a.m. and 5 p.m. in periods of eight consecutive hours, or four consecutive hours for either the first half or the second half of the working day. Provided that an employee who does not work on a Sunday in a main port shall, for the week in which that Sunday falls, be entitled to time off work and off the ship for eight hours only.

(ii) Any time not given off as in (i) shall be added to the constant service leave in full days or half days as the case may be.

(10) (b) Any time not given off as provided in subclause (a) (i) and (ii) shall be paid for at overtime rates, but if the employment is terminated by dismissal owing to the misconduct of the employee before the time off is given or due he shall be paid for the last two days' weekly leave due to him at the ordinary cash rate, and all other weekly leave accrued due shall be paid at the overtime rate.

(c) This clause does not apply to an employee in respect of the time in which he is proceeding to any port as a passenger.

III. By deleting clause 8, subclauses (a), (a) 1 and (b) and inserting in lieu thereof the following:—

Sundays and Holidays.

8. (a) On Sundays and on the holidays named in subclause (j) when "in port" the seamen shall, unless for overtime payment at the prescribed rate, be free from labour, except in the washing of decks between 7 a.m. and 8 a.m.

Provided that, if a seaman is required to come on board in the home port to do the work in question on Sunday, he shall be paid an extra half day's pay.

8. (b) Subject to the provisions of subclause (c) of clause (3) so far as this clause is concerned, on Sundays and holidays the vessel shall be deemed to be in port up to the time of actual departure, notwithstanding watches have been set under the authority of this Agreement prior to departure.

8. (c) If an employee works on a Sunday in his home port, he shall be paid as prescribed for the work, and also shall be entitled for the week in which that Sunday falls, to the time off provided in this Agreement.

8. (d) On the holidays at sea named in subclause (1) the seamen (except for overtime payment) shall be free from labour, except such as may be necessary for the navigation and safety of the ship.

This subclause shall not apply to crew's attendants whose hours of labour at sea (on the grounds that their work is necessary) shall, on Sundays and on the holidays referred to in subclause (1) of clause 8, be eight hours between the hours of 6.30 a.m. and 8 p.m.

Subclauses (c), (d) 1 and 2, (e), (f), (g), (h), (i), (j) and (k) of clause 8 shall remain as printed in the Agreement but shall be re-numbered as follows:— (e), (f) 1 and 2, (g), (h), (i), (j), (k), (l) and (m) respectively.

IV.—Working off Articles.

By deleting clause 4 and inserting in lieu thereof the following:—

(4) When a member of the Union is required to work by a ship off articles and/or work on board before signing articles and/or required temporarily as a substitute whilst the vessel is in port to do work ordinarily performed by members of the crew, he shall be paid:—

(1) If employed as a greaser a margin of £2 12s. 10d. per week over the basic wage.

(2) If employed as a deck hand a margin of £1 17s. 10d. per week over the basic wage.

(3) (a) Forty hours shall constitute the week's work to be worked in 5½ days.

(b) The ordinary hours of duty shall be eight hours per day from Monday to Friday inclusive between 8 a.m. and 5 p.m. and four hours on Saturday between 8 a.m. and noon.

(4) That in the event of casual seamen being required to work by a State vessel, such seamen shall be in attendance at the ship's side for one hour after the ship's arrival between the hours of 8 a.m. and 5 p.m. from Monday to Friday, and 8 a.m. to noon on Saturdays. All Sundays and holidays to be excluded.

(5) Meal hours:—Dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 11 p.m. to midnight. Double time to be paid for all work during the meal hours. Any overtime worked to be paid for at time and a half for the first four hours and double time thereafter. Double time to be paid for all work done on Sundays and port holidays.

V. Liberty is reserved to either party to apply to the Court of Arbitration for a variation to the foregoing, at any time during the currency of this Agreement.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (317) of 1947.

Between the Western Australian Barmaids and Bar-men's Union of Workers, Applicant, and D. Ferguson and others, Respondents.

HAVING heard Mr. A. Ashmore on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 9 of 1928, which said agreement was on the 10th day of May, 1928, declared to be a Common Rule, be and the same is hereby amended in the manner following:—

4.—Hours.

Delete the words "forty-four" and insert in lieu thereof the word "forty."

Add a new paragraph as follows:—

Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (279) of 1947.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and C. W. Chelley & Co., The Wagin District Co-operative Co., Limited, A. Galt, and Richardson & Co., Ltd., Respondents.

HAVING heard Mr. R. F. Bourke on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 20 of 1940 be and the same is hereby further amended in the manner following:—

6.—Hours.

Delete subclauses (a), (b), (f) and (g) of this clause and insert in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work.

(b) Except as provided in subclauses (c) and (e) of this clause, the hours of work shall be performed as follows:—

(i) on the day observed as a half-holiday, between 8.30 a.m. and 12 o'clock noon;

(ii) On the other five (5) days of the week (excluding Sunday), between 8.30 a.m. and 5.30 p.m.

(f) The spread of ordinary hours (inclusive of any meal hour) for all workers bound by this Agreement shall not exceed nine (9) hours.

9.—Overtime.

Add to this clause a new subclause (c) as follows:—

(c) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

10.—Holidays.

Delete this clause and insert in lieu thereof the following:—

(a) The following days, or the days observed in lieu, shall, subject to clause 9 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(d) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(f) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this agreement shall not count for the purpose of determining his right to annual leave.

(g) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (c) of this clause to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(h) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(i) The provisions of this clause shall not apply to casual workers.

(j) The quantum of annual leave to be allowed to a worker shall, for service prior to 1st September, 1946, be calculated in accordance with the provisions of the Agreement applicable before that date, and for service subsequent to 1st September, 1946, in accordance with the provisions of this amendment.

20.—Payment for Sickness.

Delete this clause and insert in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

The worker shall, if required by the employer, produce proof satisfactory to the employer of sickness.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (248) of 1947.

Between Dairy Factories Employees' Industrial Union of Workers, South-West Land Division, Bunbury. Applicant, and The South-West Co-operative Dairy Products Limited, Respondent.

HAVING heard Mr. W. J. Oxwell on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order that Award, No. 31A of 1946, made between the abovenamed parties be, and the same is hereby amended in the manner following:—

7.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work. With the written permission of the Union an eighty (80) hour fortnight (namely one week of thirty-six (36) and one week of forty-four (44) hours) may be worked.

(b) The ordinary daily hours for workers other than afternoon or night shift workers shall not be more than eight (8) to be worked in a continuous shift between the hours of 7 a.m. and 6 p.m., Monday to Saturday inclusive.

(c) The hours of afternoon and night shift workers shall not be more than eight (8), to be worked in a continuous shift inclusive of crib time, which shall not exceed twenty (20) minutes.

(d) Each worker shall be entitled to one day off duty in each week, such day off duty shall be granted on the day considered most suitable by the employer. Where practicable the day off duty shall be granted on Saturday.

8.—Overtime.

Add to this clause the following new subclause:—

(e) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60(186) of 1947.

Between Coastal and E.G. Government Water, Sewerage and Drainage Employees' Industrial Union of Workers, Applicant, and The Hon. Minister for Water Supply, Sewerage and Drainage, Respondent.

HAVING heard Mr. E. L. Hodges on behalf of the applicant and Mr. C. A. Reeve on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 26 of 1937 as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 15th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 9.—Hours.

Delete present clause and insert in lieu thereof:—

(1) Except where otherwise provided a week's work shall consist of forty (40) hours and the normal hours of labour shall be eight (8) per day from Monday to Friday inclusive.

(2) The following special provisions shall apply:—

(a) For stablemen the week's work shall consist of seven (7) shifts in a week's work of fifty-two (52) hours when required by the Engineer (see clause 12 for leave provisions).

(b) Caretakers provided with residence rent free shall be on duty as required (see clause 13 for leave provisions).

(c) Caretakers at Loftus Street and Fremantle Yards shall be on duty as required (see clause 13 for leave provisions).

(d) For watchmen a week's work shall consist of seven (7) shifts in a week's work of fifty-six (56) hours (see clause 12 for leave provisions).

(e) Septic Tank Attendants and Treatment Works Attendants shall work thirteen (13) shifts of six (6) hours forty-three (43) minutes each in a fortnight. The shift shall include thirty (30) minutes for crib, and a fortnight's shifts shall include one (1) shift on alternate Sundays.

(f) Sewerage pumping station attendants shall complete the working week of forty (40) hours in five (5) or five and a half (5½) days, by mutual agreement between the Union and the Minister; provided that all time worked in excess of forty (40) hours in any week, or after 12 noon on Saturday, shall be paid at the rate of time and a half: Provided further that each worker shall work one shift on a rotation system on continuous process rates (see subclause (5) of clause 11) on Sunday. In arranging shifts for these workers the Minister shall endeavour to so adjust the rotation that each worker is called on for Sunday work at as long intervals as are practicable.

(g) The working hours of workers working continuously underground in tunnels or shafts shall include crib time not exceeding thirty (30) minutes in each shift.

(h) On construction jobs where shift work is worked in two (2) shifts the first shift shall work eight (8) hours exclusive of crib time, but the second shift shall work eight (8) hours inclusive of a period not exceeding thirty (30) minutes for crib.

(i) The employer or respondent to this Award may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

The union or worker or workers covered by this Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

This subclause shall remain in operation until otherwise determined by the Court.

Clause 3.—Starting and Finishing Places.

(a) Workers shall start and finish their day's work at the depot or on the job as required provided however, that maintenance workers shall start and finish their day's work at the Department's yards or stores where they are usually employed.

(b) Workers usually employed as maintenance workers shall, when employed on construction work be entitled to start and finish at the said yards or stores or on the job as may be required; provided that if required to start on the job compensation for the extra time involved shall be paid them at ordinary rates but such extra time shall be the time necessarily occupied by taking the shortest and most convenient route and shall not be included for the purposes of overtime.

Clause 13.—Special Leave for Certain Workers.

Subclause (4): Delete the words "two days" in the first line and insert the words "four days."

Clause 14.—Sick Leave.

Delete the first subclause ending on the word "service" at the third line, and insert in lieu thereof:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service.

Wages Schedule—Part III.

Item 38.—Cartmaker Loftus Street and Fremantle Yards:—

Delete the words "one-sixth" in the first line and insert in lieu the words "one-fourth."

These amendments shall operate as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (136) of 1947.

Between Eastern Goldfields Federated Engine-drivers and Firemen's Union of Workers of Western Australia, Applicant, and Goldfields Firewood Supply, Limited, Respondent.

HAVING heard Mr. C. Daly on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 2 of 1944, as amended be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete subclause (a) and insert in lieu thereof the following:—

(a) Forty (40) hours (excluding Sundays) shall constitute a week's work, to be worked in five (5) consecutive shifts of not more than eight (8) hours each from Mondays to Fridays inclusive, and not more than four (4) hours on Saturdays, or alternatively, at the option of the employer, eighty (80) hours per fortnight, to be worked in four (4) consecutive shifts of eight (8) hours each in one week and six (6) consecutive shifts of eight (8) hours each in the following week, and so on from week to week.

6.—Overtime, Sunday Time and Holiday Time.

Add to this clause a new paragraph as follows:—

Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

15.—Guarantee of Employment.

Delete from this Clause the words and figures "forty-four (44)" and insert in lieu thereof the words and figures "forty (40)."

16.—Payment for Sickness.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service: Provided that payment for such absence through such ill-health shall be limited to one week each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (148) of 1947.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and E. Betts, C. W. Hubble, G. S. Ford, T. E. Murphy, G. J. O'Callaghan, Hotel Proprietors, of Northam, and Mrs. E. B. Jones, Avondale Coffee Palace, Northam, Respondents.

HAVING heard Mr. R. J. Boniface on behalf of the applicant and Mr. F. J. Darling, on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 1 of 1941, be and the same is hereby amended in the manner following:—

3.—Hours.

Delete subclause (a) of this Clause and insert in lieu thereof:—

(a) Forty (40) hours shall constitute a week's work.

10.—Overtime.

Delete this clause and insert in lieu thereof the following:—

(a) All work done outside the daily spread provided in Clause 4 or beyond 8 hours in any one day, or beyond 40 hours in any one week, shall be deemed to be overtime.

(b) Overtime shall be paid for at the rate of one-third in addition to the ordinary rate herein prescribed: Provided that any overtime in excess of seven (7) hours in any one week shall be paid for at the rate of double time.

(c) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

25.—Payment for Sickness.

Delete subclause (a) of this Clause and insert in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each

calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (233) of 1947.

Between Westralian Brickyard Pottery, Porcelain and Roof Tile Fixers Employees' Union of Workers, Perth, Applicant and Standard Tile Company, Respondent.

HAVING heard Mr. F. W. French on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order that Award No. 5 of 1947, made between the above-named parties be and the same is hereby amended in the manner following:—

3.—Hours.

Delete this clause and substitute in lieu thereof the following:—

3.—Hours.

(a) Forty (40) hours shall constitute the ordinary week's work.

(b) The ordinary hours of work shall not exceed (8) hours daily from Monday to Friday inclusive.

(c) The hours of work, except where shifts are worked, shall be performed as follows—Monday to Friday inclusive between 7 a.m. and 5.30 p.m.

5.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

5.—Overtime.

(a) Work performed beyond eight (8) hours on Monday to Friday inclusive or beyond forty (40) hours in any week or except in the case of shift workers, before the prescribed starting time or after the prescribed finishing time, shall be deemed as overtime.

(b) Overtime shall be paid for at the rate of time and a-half for the first four (4) hours and double time thereafter.

(c) Work performed on Sunday and on the holidays prescribed in Clause 7 hereof shall be paid for at the rate of double time.

(d) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Absence Through Sickness.

Delete the words "one-half ($\frac{1}{2}$) day" appearing in the second and third lines of this clause and substitute in lieu thereof the words "one-twelfth ($\frac{1}{12}$)th of a week".

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 18th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

INDUSTRIAL AGREEMENT.

No. 7 of 1948.

(Registered 7/4/1948.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1941, this 19th day of February, 1948, between the Australian Workers' Union, Westralian Branch, Industrial Union of Workers (hereinafter referred to as "the Union") of the one part, and the Hon. Minister for Mines (hereinafter referred to as "the Minister") of the other part, whereby the parties hereto mutually covenant and agree as follows:—

1.—Adoption of Provisions of Award No. 11 of 1946.

(a) The provisions, regulations, and requirements of Award No. 11 of 1946, as contained in the clauses thereof enumerated hereunder, are hereby embodied in and form part of this Industrial Agreement, namely:—

3.—Rates of Wages.

4.—Junior Workers.

5.—District Allowances.

6.—Hours (other than Continuous Process Workers) (Subclauses (a) and (c) only).

7.—Overtime (other than Continuous Process Workers).

8.—Sunday and Holiday Work.

9.—Continuous Process Workers.

10.—Shift Work.

11.—Pieceworkers.

12.—Payment for Sickness.

13.—Wet Places.

15.—Holidays.

16.—Annual Leave (except that portion of subclause (a) which requires a committee of three (3) to be appointed on each mine to assist the management in the arrangement of a suitable roster).

17.—Casual Workers.

18.—Free Water.

19.—Drinking Water.

20.—No Reduction.

21.—Mixed Functions.

23.—Reduction of Hands.

24.—Accident Pay.

26.—Full Payment for Shift.

27.—Payment of Wages.

31.—Lime.

32.—First Aid (Subclauses (a) and (b)).

33.—Resumption of Work after Holidays.

34.—Definitions (definition of "Ore Treatment Operator" only).

35.—Aged and Infirm Workers.

36.—Junior Worker's Certificate.

37.—Board of Reference.

38.—Special Rates (subclause (a) only).

39.—Protective Clothing.

40.—Employment.

41.—Representative Interviewing Workers.

Wages Schedule (rates for surface workers—namely Items 31 to 69, inclusive).

Schedule II.—District Allowances.

(b) Wherever the word "mine" is referred to in the said Award, it shall be taken to mean and include a battery for the purposes of this Agreement.

2.—Accommodation.

Suitable two-men camps shall be provided by the Minister at such centres as may be reasonably required at a rental of 3s. per week.

3.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages employees generally shall apply to workers covered by this agreement.

4.—Term.

(a) The term of this agreement shall be for a period of three (3) years and subject to sub-clause (b) hereof, shall take effect from the first pay period commencing in January, 1948.

(b) Notwithstanding any of the provisions herein contained, the wages' schedule of Award, No. 15 of 1939, as amended shall, as from the first pay period commencing in January, 1948, mutatis mutandis apply to workers employed under the provisions of this industrial agreement and such rates shall continue to operate until

the Court of Arbitration makes any order under and in accordance with the provisions of Clause 42 of Award, No. 11 of 1946, when the rates prescribed under this industrial agreement shall be deemed to be varied so as to conform with the tenor of any such order of the Court.

5.—Area and Application.

This agreement shall operate over the Yilgarn, Coolgardie, Broad Arrow, Dundas, Phillips River, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret, East Murchison, Murchison, Yalgoo, Peak Hill and Gascoyne Goldfields, and the area outside those goldfields in Western Australia comprised within the 14th and 26th parallels of latitude, and shall apply to workers employed at State Batteries.

Signed for and on behalf of the
Australian Workers' Union West [L.S.]
Australian Branch, Industrial Union
of Workers.

W. HEGNEY,
General President,

C. H. GOLDING,
General Secretary.

Signed by the said Minister for Mines—

H. S. W. PARKER,
Minister for Mines.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (27) of 1947.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant, and Metropolitan Omnibus Company Limited, Yellow Cabs (W.A.) Limited and others, Respondents.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 23 of 1935, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Delete subclause (d) of clause 1 and insert in lieu thereof the following:—

(d) "Casual worker" shall mean any person who is engaged as a casual worker and who is dismissed or refused work without any fault of his own before the expiration of one (1) week from the date of commencing work.

2. Delete from subclause (a) of clause 5, the words and figures "forty-four (44)" and insert in lieu thereof the words and figures "forty (40)."

3. Delete subclauses (a), (b) and (g) of clause 6 and insert in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work to be worked in not more than six (6) days. No worker shall be permitted to be on duty without payment of overtime in excess of:—

(i) Forty (40) hours in any week;

(ii) In the case of omnibus drivers and/or fare collectors, and/or conductors, and/or taxicab drivers, nine (9) hours twenty (20) minutes in any one (1) day;

(iii) all other workers, eight (8) hours in any one (1) day.

(b) Provided, however, that at the option of the employer eighty (80) hours shall constitute a fortnight's work to be worked in not more than six (6) days in any one (1) week, in which case no worker shall be permitted to be on duty without payment of overtime in excess of:—

(i) Omnibus drivers and/or fare collectors, and/or conductors, and/or taxicab drivers, forty-eight (48) hours in any one (1) week, or nine (9) hours twenty (20) minutes in any one (1) day.

(ii) All other workers, forty-eight (48) hours in any one (1) week, or eight (8) hours in any one (1) day.

(iii) All workers, eighty (80) hours in any fortnight.

Provided further, that in every case where it is intended to work the eighty (80) hours' fortnight it shall be the duty of the employer, on the first day of the first week of each fortnightly period, to clearly indicate such fortnightly period in the time and wages book.

(g) Specials:—Where a worker is required to work off his regular route he shall be deemed to have worked the whole of the time which elapses between the time he leaves the starting place until he returns to that place if such time is less than six (6) hours forty (40) minutes in any one (1) day. If such time is six (6) hours forty (40) minutes or more in any one (1) day he shall be deemed to have worked six (6) hours (40) minutes at least on such day. Subject to the provisos hereto, all time in any one (1) day, occupied in waiting, shall stand alone and be paid for at half the time rate applicable for day. Provided that, any waiting time which is used to make up the six (6) hours forty (40) minutes beforementioned shall not be deemed waiting time for the purpose of this clause. Provided also, that a worker who comes within the scope of clause 11 of this Award shall not be entitled to payment for waiting time under this clause.

4. Add to clause 8 the following new subclause:—

(f) Notwithstanding anything contained herein—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

5. Delete from clause 16, the words and figures "eighty-eight (88)" and insert in lieu thereof the words and figures "eighty (80)."

6. Delete clause 24 and insert in lieu thereof the following:—

24.—Absence Through Sickness.

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (68) of 1947.

Between The United Metropolitan Timber Yards, Saw Mills and Woodworkers Employees' Union of Workers, Perth, Applicant and Swan Case Factory, City Case and Box Manufacturing Co., and others Respondents.

HAVING heard Mr. H. Millikan on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 5 of 1929 which said agreement was on the 17th day of November, 1930 declared to be a Common Rule as amended by Orders No. 258 of 1931 and No. 13 (L) of 1946, be and the same is hereby further amended in the manner following:—

2.—Definitions.

Delete the definition of "Casual Worker" and substitute in lieu thereof the following:—

"Casual Worker" means a worker employed for less than forty (40) hours during the ordinary working hours in any one week.

3.—Hours.

Delete this clause and substitute in lieu thereof the following:—

3.—Hours.

Forty (40) hours shall constitute a week's work, such hours to be worked in five (5) days, Monday to Friday inclusive.

12.—Limitation of Sick Pay.

Delete this clause and substitute in lieu thereof the following:—

12.—Limitation of Sick Pay.

No worker shall be entitled to payment for absence from his employment on the ground of personal ill-health for more than one-twelfth (1/12th) of a week during each completed month of service with a total of one (1) week in any one year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (161) of 1947.

Between The Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and The Hotelkeepers of Collic, Respondents.

HAVING heard Mr. R. J. Boniface on behalf of the applicant and Mr. F. J. Darling on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 16 of 1935, which was declared a Common Rule on the 20th day of December, 1935, be and the same is hereby amended in the manner following:—

4.—Hours.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) Forty-four hours shall constitute a week's work.

Add a new subclause (c) as follows:—

(c) Liberty is reserved for the applicant to apply for a further amendment of this clause.

6.—Overtime.

Delete this clause and insert in lieu thereof the following:—

(a) All work performed in excess of the rostered hours in any one day, or beyond forty-four (44) hours in any one week shall be deemed overtime, and shall be paid for at the rate of time and a half for the first four (4) hours, and thereafter double time.

(b) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (247) of 1947.

Between The Metropolitan Wool Scouring and Felmongery Employees' Industrial Union of Workers, Applicant, and the Swan Wool Scouring Co. of W.A. Ltd. and others, Respondents.

HAVING heard Mr. H. Iles on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers con-

tained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 21 of 1941, as amended by Agreement No. 35 of 1947, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Delete clause 4 and insert in lieu thereof the following:—

4.—Overtime.

(a) Except as provided in clauses 16 and 20, all time worked by day workers, prior to the usual starting time or after the usual finishing time, and all time worked on Saturday shall be regarded as overtime and paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Except as provided in clauses 16 and 20, all time worked by shift workers prior to the usual starting time or after the usual finishing time and all time worked after 11 a.m. on Saturday shall be regarded as overtime and paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(c) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

2. Delete subclause (a) of clause 11 and insert in lieu thereof the following:—

11.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

3. Delete clause 13 and insert in lieu thereof the following:—

13.—Meal Money.

When a day shift worker is required to work after 6.30 p.m. on Monday to Friday, inclusive, he shall be paid one shilling and sixpence (1s. 6d.) for a meal in addition to payment for overtime.

4. Delete clause 16 and insert in lieu thereof the following:—

16.—Hours.

(a) Day Work.—Forty (40) hours shall constitute a week's work, to be worked in eight (8) hours daily between the hours of 7.30 a.m. and 5.30 p.m., Monday to Friday inclusive.

(b) Shift Work.—Forty (40) hours shall constitute a week's work, to be worked in five (5) shifts of eight (8) hours each to be paid for at ordinary rates. When over the shift commences at 11 p.m. on Sunday, ordinary rates for the hour's work on Sunday shall be payable. All shifts payable at ordinary rates shall finish not later than 11 a.m. on Saturday. Crib time shall be taken in the employer's time, when shift work is worked.

5. Delete clause 20 and insert in lieu thereof the following:—

20.—Hours.

(a) Day Work.—Forty (40) hours shall constitute a week's work to be worked eight (8) hours daily, between the hours of 7.30 a.m. and 5.30 p.m., Monday to Friday inclusive.

(b) Shift Work.—Forty (40) hours shall constitute a week's work, to be worked in five (5) shifts of eight (8) hours each to be paid for at ordinary rates. Whenever the shift commences at 11 p.m. on Sunday, ordinary rates for the hour's work on Sunday shall be payable. All shifts payable at ordinary rates shall finish not later than 11 a.m. on Saturday. Crib time shall be taken in the employer's time, when shift work is worked.

(c) The day's work prescribed in this clause shall be worked in a continuous shift, but in the event of the introduction of pest preservation in the industry in Western Australia, the provisions of this clause may be reviewed and, if necessary, altered or modified by agreement between the parties. Failing agreement between the parties, the Board of Reference is hereby authorised to adjudicate on the dispute and to alter or modify all or any of the provisions of this clause.

6. This order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (46) of 1947.

Between Boilermakers' Society of Australia Union of Workers, Kalgoorlie Branch, No. 11, Applicant, and The Kalgoorlie Foundry Limited and others, respondents.

HAVING heard Mr. G. C. Cahill on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents and by consent the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Award, No. 6 of 1939 as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

5.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) The ordinary working hours shall not exceed forty (40) in any one week, and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday, inclusive, and not more than four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty (40) hours may be worked in five (5) days, from Monday to Friday, inclusive, at the option of the Employer: Provided further, that in the case of continuous and/or shift work workers the provisions of this subclause shall be deemed to be complied with if the ordinary working hours do not exceed eighty (80) hours per fortnight, each of such weeks to be worked in shifts of eight (8) hours each, including crib time.

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in Award Nos. 2 and 6 of 1934, as amended or replaced from time to time, for underground workers.

Should the worker's service underground occupy less than the full underground shift of seven (7) hours thirty (30) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed four (4) minutes' additional service in respect of each hour's absence from the surface on duty, and, at the employer's option, this may be adjusted by allowing time off duty corresponding to such credited additional service.

(d) By agreement between an employer and the Union the hours of work may in his case be worked under a roster, which shall provide for an average of forty (40) hours per week, spread over a period of three (3) weeks.

6.—Overtime.

Delete subclause (i) of this clause and substitute in lieu thereof the following:—

(i) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Payment for Sickness.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

16.—Definitions.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) "Casual hand" means any worker whose services are dispensed with by the employer before he shall have completed one week of his engagement.

This order shall operate from the beginning of the first pay period to commence in January 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (104) of 1947.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers' Industrial Association of Workers and others Applicants and Saunders and Stuart Pty. Ltd., Forwood Down (W.A.) Ltd. and others Respondents.

HAVING heard Mr. J. F. Newman on behalf of the Coastal District Committee Amalgamated Engineering Union Association of Workers, Mr. R. A. West on behalf of the State Executive Australasian Society of Engineers' Industrial Association of Workers and Mr. G. C. Cahill on behalf of the Boilermakers' Society of Australia Union of Workers Coastal Districts W.A. and the Federated Moulders (Metals) Union of Workers, Perth, and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Award, No. 64 of 1947, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 19th day December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Delete Clause 13 and insert in lieu thereof the following:—

13. Hours: (and see Clauses 14 to 16 inclusive)

(1) (a) Forty (40) hours, exclusive of Sunday work, shall constitute a week's work: Provided that, by agreement between the employer and the workers employed in any particular establishment, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours.

(c) The ordinary hours of work shall be between 7 a.m. and 5.30 p.m., except.

(i) on Saturday, when work shall finish at noon;

(ii) in the case of workers employed in the making of cast pipes, in which case the recognised custom as to the day's work, including five (5) hours' work on Saturday for workers on the task system, shall continue;

(iii) where the employer and his workers mutually agree on some other starting and finishing times.

(2) Meal interval shall not exceed one (1) hour.

(3) By agreement between any employer and his workers, the ordinary hours may be worked on the basis of eighty (80) hours per fortnight.

2. Add to Clause 14 the following new subclause:—

(9) (i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

3. Delete subclause (d) of Clause 15 and insert in lieu thereof the following:—

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Saturday or Sunday or on any public holiday.

4. This Order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (33) of 1947.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant, and Nestle and Anglo-Swiss Condensed Milk Co. (Australasia) Limited, Respondent.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 24A of 1946, be and the same is hereby amended in the manner following:—

6.—Hours.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) The hours of duty shall be forty (40) per week.

Delete subclause (d) of this clause.

10.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

All overtime shall stand alone and shall be paid for, in addition to the ordinary weekly or casual wage, at the rate of time and a quarter for the first two (2) hours and time and a half thereafter. In the case of juniors under eighteen (18) years of age, overtime shall be paid at the rate of time and a half.

Overtime shall be paid for all time of duty:—

(a) Before the prescribed starting time, or after the prescribed finishing time; or

(b) Except as provided by (c) hereof, after eight (8) hours on Monday to Fridays, inclusive, and (except in the case of night washers), four (4) hours on Saturdays; or

(c) In the case of milk and/or cream carters, after eight (8) hours in any one day.

(d) Notwithstanding anything contained in (b) or (c) hereof, in the case of five (5) day week workers after nine (9) hours on Mondays to Fridays, inclusive and for all time of duty on Saturdays; or

(e) In excess of the hours prescribed in clause 6.

Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

22.—Absence for Sickness.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker other than a casual hand shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY.
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (37) of 1947.

Between The Metropolitan and South Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and The State Electricity Commission of Western Australia, Respondent.

HAVING heard Mr. H. Iles on behalf of the applicant and Mr. L. B. Crosbie on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 3 of 1938, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY.
President.

Schedule.

Clause 8.—Hours.

Delete the whole of the existing clause and insert in lieu thereof the following:—

(1) The normal working hours exclusive of Sunday time, for other than shift workers, shall be forty (40) per week. No day's work shall exceed eight (8) hours. The week's work may extend over five (5) days from Monday to Friday, or five and a half (5½) days from Monday to Saturday at 12 noon at the option of the employer.

(2) The normal working hours for shift workers shall be eighty (80) per fortnight to be worked in shifts of eight (8) hours each, provided that such workers shall not be called upon to work more than six (6) shifts of eight (8) hours each in any one week, provided further that the extra rate prescribed for Sunday time shall stand alone and be paid for in addition to the week's earnings.

Clause 9.—Overtime Rates and Special Rates for Sundays and Holidays.

Sub-clause (1). Delete paragraph (a) of this sub-clause and insert in lieu thereof the following:—

(a) All time worked in excess of or outside the usual working hours in any one day or shift or in excess of forty (40) hours in any week, or eighty (80) hours in

any fortnight, as the case may be, shall be paid for at the rate of time and a half for the first four (4) hours and thereafter double time.

Subclause (5). Insert a new subclause as follows:—

(5) (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker or workers covered by this Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

Clause 10.—Annual Leave.

Subclause (1). Delete the words "forty-four (44) hours" and insert in lieu thereof the words "forty (40) hours."

Clause 11.—Sick Leave.

Subclause 1. Delete the words "one half ($\frac{1}{2}$) day" and insert in lieu thereof "one-twelfth ($\frac{1}{12}$ th) of a week.

Delete the words "six (6) days" and insert in lieu thereof the words "one (1) week."

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 288 of 1947.

Between The United Furniture Trades' Industrial Union of Workers, Perth, W.A., Applicant, and Hearn Bros. and Stead Limited and others, Respondents.

HAVING heard Mr. R. C. Cole on behalf of the applicant and Mr. G. D. Browne and Mr. L. B. Crosbie on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 3 of 1940, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 22nd day of March, 1948.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 8.—Wages.

Delete existing clause and substitute in lieu thereof:—

Basic Wage:	Per Week.	
	Males.	Females.
	£ s. d.	£ s. d.
Metropolitan Area ..	5 12 9	3 0 11
South-West Land Division	5 12 6	3 0 9
All other portions of the State exclusive of the South-West Land Division	6 1 4	3 5 6

(a) Adults	Margin Per Week.	
	£ s. d.	
Cabinetmaking and repairing	2 1 6	
Chairmaking and repairing	2 1 6	
Wood-carving	2 1 6	
Wood-turning	2 1 6	
Veneer-making	2 1 6	
Upholstering	2 1 6	
Wood machining (shaper)	2 1 6	
Wood machining	1 16 0	
French polishing	1 16 0	
Wire mattress making	1 16 0	
Wickerworking	1 16 0	
Ironworking for wickerwork	1 9 0	
Mattress making	1 10 6	
Picture-frame making	1 5 0	
Labourer (where tailing out included)	0 5 6	
Labouring	Nil	

(b) Junior Labourers (including lap boys)

	Per Cent of Basic Wage.
Between 14 and 15 years of age ..	20
Between 15 and 15½ years of age ..	25
Between 15½ and 16 years of age ..	30
Between 16 and 17 years of age ..	40
Between 17 and 18 years of age ..	50
Between 18 and 19 years of age ..	60
Between 19 and 20 years of age ..	70
Between 20 and 21 years of age ..	85

(c) Apprentices:

(i) For a three-years' apprenticeship	Per Cent. of Basic Wage.
First six months	20
Second six months	25
Second year	60
Third year	95

(ii) For a four-years' apprenticeship.

First six months	20
Second six months	25
Second year	45
Third year	70
Fourth year	95

Provided that where an apprentice is 21 years of age or over at the commencement of his fourth year he shall be paid the full basic wage and that when an apprentice becomes 21 years of age in the course of his fourth year he shall be paid the full basic wage for the period following his 21st birthday. Provided further that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the tradesman's rate through Government supplementation.

(iii) For a five-years' apprenticeship	Per Cent. of Basic Wage.
First six months	20
Second six months	25
Second year	35
Third year	55
Fourth year	80
Fifth year	95

Provided that where an apprentice is 21 years of age or over at the commencement of his fifth year he shall be paid the full basic wage, and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the full basic wage for the period following his 21st birthday. Provided further that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the tradesman's rate through Government supplementation.

(d) Female Workers:	Per Cent. of Basic Wage.
Between 15 and 16 years of age ..	33
Between 16 and 17 years of age ..	46
Between 17 and 18 years of age ..	59
Between 18 and 19 years of age ..	72
Between 19 and 20 years of age ..	85
Between 20 and 21 years of age ..	98

Over 21 years of age	Margin. £ s. d.
	0 12 6

(e) A tradesman placed in charge of three (3) or more other tradesmen or six (6) other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(f) Any worker employed for less than one (1) week unless dismissed for inefficiency or leaves of his own accord, shall be deemed to be a casual worker and shall be entitled to be paid at the rate of two shillings (2s.) per day or part thereof, in addition to the ordinary rate prescribed by this Award for the time so employed.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (319) of 1947.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Swan Wool Scouring Co. of W.A. Ltd., Hulme Wool Scouring Co. (1938) Ltd., the Jandakot Wool Scouring Co., Ltd., the West Australian Meat Exports Company Ltd., Respondents.

HAVING heard Mr. R. F. Bourke on behalf of the applicant, and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 15 of 1941, made between the abovenamed parties be and the same is hereby amended in the manner following:—

2.—Hours.

Delete this clause and substitute in lieu thereof the following:—

Forty (40) hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday, inclusive.

3.—Meal Times and Meal Money.

Delete from subclause (b) of this clause the words "or after 12 o'clock noon on Saturday."

4.—Overtime.

Delete subclauses (b) (i) and (ii) of this clause and substitute in lieu thereof the following:—

(i) For work performed up to 10 p.m., Monday to Friday, inclusive, and for work performed between 8 a.m. and 12 o'clock noon Saturday—time and a half.

(ii) For work performed after 10 p.m., Monday to Friday, inclusive, and until the starting time next day, or until 8 a.m. Saturday—double time.

Add to this clause the following new subclause:—

(c) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Agreement or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

6.—Wages.

Delete subclause 1 (b) from this clause and substitute in lieu thereof the following:—

(b) Casual hand (wool sorter)—	Per hour. s. d.
Within a 15-mile radius from the G.P.O., Perth	2 11 9/20
Within a 25-mile radius from the G.P.O., Fremantle, excluding the area contained within a radius of 15 miles from the G.P.O., Perth ..	2 11 23/40

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (326) of 1947.

Between the Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and the Australian Wheat Board, Respondent.

HAVING heard Mr. W. Hodsdon on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act,

1912-1941, doth hereby order and declare that Industrial Agreement No. 13 of 1947 be amended in the manner following:—

3.—Hours.

Delete this clause and substitute in lieu thereof the following:—

3.—Hours.

The ordinary hours of work shall not exceed forty (40) hours in any one week, to be worked in five (5) or five and a half (5½) days at the option of the employer, but shall not exceed eight (8) hours daily, to be worked between the hours of 8 a.m. and 5 p.m., from Monday to Friday, inclusive, and four (4) hours Saturday, between 8 a.m. and noon.

4.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

4.—Overtime.

(a) The rates of pay payable for overtime work to waterside workers at the Port of Fremantle shall be payable under this Agreement.

(b) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (314) of 1947.

Between The West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, Applicant, and Frank Green & Son; A. Waller & Son; G. W. Lane, Respondents.

HAVING heard Mr. J. W. Baker on behalf of the applicant, and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in Section 43 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Industrial Agreement No. 3 of 1932, made between the abovenamed parties be, and the same is hereby amended in the manner following:—

5.—Hours—Shops and Factory.

Delete the words "forty-eight" and insert in lieu thereof the words "forty-four."

Liberty is reserved to the applicant to apply for a further amendment of this clause.

6.—Overtime.

Add to this clause a new provision as follows:—

Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

S.—Wages.

Delete the figure "48" and insert in lieu thereof the figure "44".

Delete "per day of 8 hours" and insert in lieu thereof "per day of 7 hours 20 minutes."

Delete "per day of 8 hours 48 minutes" where appearing and insert in lieu thereof "per day of 8 hours."

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (316) of 1947.

Between The Western Australian Barmaids and Bar-men's Union of Workers, Perth, Applicant, and W. W. Gilligan, R. McDermid, H. J. Maynard, C. H. Partridge, and others, Respondents.

HAVING heard Mr. A. Ashmore on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 22 of 1927, made between the abovenamed parties be and the same is hereby amended in the manner following:—

4.—Hours.

Delete the words "forty-eight (48)" and insert in lieu thereof the words "forty-four (44)."

Add a new paragraph as follows:—

Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

5.—Holidays and Sundays.

Delete this clause and insert in lieu thereof the following:—

(a) All work done on any day observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day or Boxing Day, shall be paid for at the ordinary rate and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under clause 10 for each day or part of a day so worked: Provided that, if, by agreement between the employer and the worker or as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day.

(b) All work done on Sunday shall be paid for at the rate of three shillings (3s.) per hour or portion of an hour, in addition to the weekly wage.

(c) On any public holiday not referred to in subclause (a) hereof, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

10.—Annual Leave.

Delete this clause and insert in lieu thereof the following:—

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(b) If any Agreement holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Agreement, shall not count for the purpose of determining his right to annual leave.

(e) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(f) The provisions of this clause shall not apply to casual workers.

(g) The quantum of annual leave to be allowed to a worker shall, for service prior to 23rd December, 1947, be calculated in accordance with the provisions of the Agreement applicable before that date, and for service subsequent to 23rd December, 1947, in accordance with the provisions of this amendment.

Liberty is reserved to the applicant to apply at any time for a variation of this order.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (288) of 1947.

Between Amalgamated Engineering Union of Workers, Kalgoorlie Branch, Applicant, and Kalgoorlie Foundry Limited and others, Respondents.

HAVING heard Mr. R. B. Gibson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 22 of 1938, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Delete subclause (a) of clause 6 and insert in lieu thereof the following:—

(a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 6 p.m., from Monday to Friday, inclusive, and four (4) hours between 7 a.m. and 1 p.m. on Saturday: Provided that the said forty (40) hours may be worked in five (5) days from Monday to Friday, inclusive, at the option of the employer: Provided further that in the case of continuous and/or shift work workers the provisions of this subclause shall be deemed to have been complied with, if the ordinary working hours do not exceed eighty (80) hours per fortnight, to be worked in shifts of eight (8) hours each, including crib time.

Delete from subclause (d) the word and figure "twelve (12)" and insert the word and figure "thirty (30)"; delete also the word and figure "six (6)" and insert the word and figure "four (4)."

2. Delete from subclause (e) of clause 6 the words and figures "forty-four (44)" and insert in lieu thereof the words and figures "forty (40)."

3. Delete subclause (i) of clause 7 and insert in lieu thereof the following:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

4. Delete subclause (a) of clause 10 and insert in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service; provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

5. Delete subclause (h) of clause 17 and insert in lieu thereof the following:—

(h) "Casual hand" means any worker whose services are dispensed with by the employer before he shall have completed one week of his engagement.

6. This order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (203) of 1947.

Between West Australian Amalgamated Society of Railway Employees' Union of Workers, Applicant, and the Commissioner of Railways for the State of Western Australia, Respondent.

HAVING heard Mr. G. F. Keating on behalf of the applicant and Mr. E. McKenna on behalf of the respondent and by consent the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 19 of 1937 as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 18th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Amendments necessary to implement the forty hour week.—To operate from the beginning of the first pay period commencing in January, 1948.

Clause 13.—Payment for Sickness.

Subclause (a).—Delete present subclause and insert following in lieu thereof:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth of the guaranteed week's work for each completed month of service: Provided that payment for such absence through such ill-health shall be limited to six (6) days in each calendar year, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the end of each calendar year, or at any time the worker leaves the service, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

Clause 27.—Shift and/or Night Work.

Subclause (c) (ii).—Delete section (ii) of the sub-clause and insert in lieu thereof:—

(c) (ii) Train conductors, sleeping car conductors, watchmen, male office cleaners who work forty (40) hours per week, watchmen, male gatekeepers and male crossing keepings—twopence per hour.

Subclause (d).—Delete present subclause and insert following in lieu thereof:—

(d) The foregoing provisions shall not apply to females whose ordinary hours of duty are less than forty (40) per week.

New Provision.

Add new clause as follows:—

27A. (a) The Commissioner may require any worker to work reasonable overtime at the overtime rates provided under the Award and workers shall work overtime in accordance with such requirements.

(b) No organisation, party to the Award, worker or workers covered by this Award shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements as shown in subclause (a) above.

(c) The above provisions shall remain in operation only until otherwise determined by the Court.

Clause 28.—Hours of Duty.

Subclause (a).—Delete present subclause and insert following in lieu thereof:—

(a) Except as hereinafter provided forty (40) hours exclusive of Sunday work shall constitute a week's work. In the case of Special Class Signalmen, thirty-six (36) hours (exclusive of Sunday work) shall constitute a week's work. The week's work may extend over five (5) or six (6) days at the option of the Commissioner.

Subclause (b).—Delete present subclause and insert following in lieu thereof:—

(b) The Commissioner shall arrange as far as practicable that shifts shall not exceed eight (8) hours and except in cases of emergency when relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than 10 hours.

Clause 31.—Allowances and Arrangements for Guards.

Subclause (n).—Delete present subclause and insert following in lieu thereof:—

(n) If less than forty (40) hours have been worked in the six shifts, the time for the six shifts will be made up to forty (40) hours and the seventh shift will be paid for at:—

- (i) Ordinary rates for time equivalent to time made up;
- (ii) Overtime rate for balance.

Clause 35.—Hours of Duty.

Subclause (a).—Delete present subclause and insert following in lieu thereof:—

(a) Forty (40) hours, exclusive of Sunday time shall constitute a week's work. No day's work shall exceed eight (8) hours without payment of overtime. The week's work may extend over five (5) or six (6) days at the option of the Commissioner.

Clause 37.—Overtime and Sunday Time.

Subclause (g).—Delete present subclause and insert following in lieu thereof:—

(g) The provisions of subclause (a) to (f) both inclusive, shall not apply to watchmen who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one shift, and time and a half for all time worked on Sundays. Where more than forty (40) hours exclusive of Sunday time, are worked in any one week time and a quarter shall be paid for excess of over forty (40) hours except where daily overtime provisions apply.

Clause 40.—Hours of Duty.

Subclause (a).—Delete present subclause and insert following in lieu thereof:—

(a) Forty (40) hours, exclusive of Sunday time shall constitute a week's work. No day's work shall exceed eight (8) hours without payment of overtime. The week's work may extend over five (5) or six (6) days at the option of the Commissioner.

Subclause (d).—Delete this subclause.

Clause 42.—Overtime and Sunday Time.

Subclause (g).—Delete present subclause and insert following in lieu thereof:—

(g) The provisions of subclauses (a) to (f) both inclusive shall not apply to watchmen who shall be paid at rate of time and a quarter for all time worked in excess of ten (10) hours in any shift, and time and a half for all time worked on Sundays. Where more than forty (40) hours, exclusive of Sunday time are worked in any week, time and a quarter shall be paid for excess over forty (40) hours except where daily overtime provisions apply.

Note.—In connection with subclauses 28 (a); 35 (a); 40 (a); and 31 (n), liberty to apply is reserved to either party.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (315) of 1947.

Between the Western Australian Barmaids and Bar-men's Union of Workers, Perth, Applicant and Dora Marsden Fielding (Geraldton Hotel), and others, Respondents.

HAVING heard Mr. A. Ashmore on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in Section 43 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Industrial Agreement No. 1 of 1943 be and the same is hereby amended in the manner following:—

4.—Hours.

Delete this clause and insert in lieu thereof the following:—

Forty (40) hours shall constitute a week's work.

5.—Overtime.

Delete this clause and insert in lieu thereof the following:—

(a) All work done in excess of forty (40) hours in any one week or nine (9) hours in any one day shall be paid for at the rate of time and one-third. Such overtime rates shall stand alone and be paid for separate and apart from the week's wages.

(b) All work done on Sunday shall be paid for at the rate of three shillings and sixpence (3s. 6d.) per hour or portion of an hour, in addition to the weekly wage. Any overtime worked on Sunday shall stand alone and be paid for separately and apart from the ordinary week's wages.

(c) Notwithstanding anything contained in this Agreement.—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

8.—Holidays and Annual Leave,

Delete this Clause and insert in lieu thereof the following:—

(a) All work done on any day observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, or Boxing Day, shall be paid for at the ordinary rate and an additional day on full pay shall be added to the amount of annual

leave to which the worker is entitled to under this Clause, for each day or part of a day so worked: Provided that, if, by agreement between the employer and the worker or as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day.

(b) On any public holiday not referred to in subclause (a) hereof, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(d) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(f) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this agreement shall not count for the purpose of determining his right to annual leave.

(g) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(h) The provisions of this clause shall not apply to casual workers.

(i) The quantum of annual leave to be allowed to a worker shall, for service prior to 23rd December, 1947 be calculated in accordance with the provisions of the Agreement applicable before that date, and for service subsequent to 23rd December, 1947 in accordance with the provisions of this amendment.

(j) The weekly half-holiday shall commence not later than one-thirty (1.30) o'clock on some one week day in each week. Should it be agreed that a barmaid or barman shall work on their half-day off, they shall be paid a day's pay extra for same.

12.—Race, Show, Sports, and Casual Hands.

Delete the words and figures "one forty-fourth (1/44th)" and insert in lieu thereof the words and figures "one-fortieth (1/40th)."

14.—Record Book.

Delete from this Clause, the words "Christmas Day on."

17.—Absence through Sickness.

Delete the first paragraph of this clause and insert in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (307) of 1947.

Between the Photographic Employees' Industrial Union of Workers, Perth, Applicant, and Illustrations Ltd., Victor Penrose and Kodak (Australasia) Pty. Ltd., Respondents.

HAVING heard Mr. H. Backshall on behalf of the Applicant, and Mr. G. D. Browne on behalf of the Respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 81 of 1947, made between the abovenamed parties be, and the same is hereby amended in the manner following:—

5.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work to be worked in five (5) or five and one half (5½) days at the option of the employer.

(b) Such hours shall be worked between 8 a.m. and 6 p.m. Monday to Friday inclusive and between 8.45 a.m. and 1 p.m. on Saturday.

6.—Overtime.

Add to this clause the following new subclause:—

(e) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (70) of 1947.

Between Fremantle Tramway Employees' Industrial Union of Workers, Applicant, and Fremantle Municipal Tramways and Electric Lighting Board, Respondent.

HAVING heard Mr. A. C. Bennett on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 2 of 1931, be and the same is hereby amended in the manner following:—

1.—Hours of Work.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) On all ordinary days not requiring a special roster owing to exceptional traffic, the roster shall be drawn up to give as near as practicable a week's work of forty (40) hours and a day's work of seven (7) hours twenty (20) minutes, inclusive of Sunday and signing-on time.

Delete subclause (b) of this clause and insert in lieu thereof the following:—

(b) The roster for motormen and conductors shall show an average of not less than forty (40) or more than forty-five (45) hours per week per shift, including reporting time, or failing this, the Board shall pay the amount of the shortage or overtime to the worker.

16.—Sunday Time and Overtime.

Delete subclause (d) of this clause and insert in lieu thereof the following:—

(d) Rates for overtime, Sunday time, or by way of penalty, shall be calculated on the weekly rates as appearing in the Wages Schedule, or as amended from time to time, divided by forty (40), in order to ascertain the ordinary time rate per hour. Double these rates shall be the maximum pay under any circumstances.

Add a new subclause (f) to this clause:—

(f) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

17.—Hours of Work.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work; provided, however, that at the discretion of the Board's engineer, it shall be permissible by giving forty-eight (48) hours' previous notice to extend the hours of work in any case to forty-four (44) hours per week, at ordinary hourly rates; such forty-four (44) hours to be worked between the hours of 7.20 a.m. and 5 p.m., on Monday to Friday inclusive, and 7.20 a.m. and 12 noon on Saturday, except in the case of shift workers. As to shift workers, it will be assumed that the notice required has been given. The notice herein referred to may be cancelled at the discretion of the Board.

18.—Overtime and Sunday Time.

Add a new subclause (e) to this clause:—

(e) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

21.—Hours of Work.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work; provided, however, that at the discretion of the Board's engineer, it shall be permissible by giving forty-eight hours' previous notice to extend the hours of work in any case to forty-four (44) hours per week at ordinary hourly rates; such forty-four (44) hours to be worked between the hours of 7.20 a.m. and 5 p.m., on Monday to Friday inclusive, and 7.20 a.m. and 12 noon on Saturday, except in the case of shift workers. As to shift workers, it will be assumed that the notice required has been given. The notice herein referred to may be cancelled at the discretion of the Board.

22.—Overtime and Sunday Time.

Add a new subclause (f) to this clause:—

(f) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (101) of 1947.

Between The Metropolitan Hairdressers and Wigmakers Employees' Union of Workers, Applicants, and The Metropolitan Ladies' Hairdressers' Industrial Union of Employers of W.A., Respondent.

HAVING heard Mr. H. A. Backshall on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 27 of 1945, made between the abovenamed parties be, and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

The hours of work shall not exceed forty (40) per week and shall be worked between 9 a.m. and 6 p.m. Monday to Friday inclusive and 9 a.m. and 1 p.m. Saturday. Provided that the said forty (40) hours may be worked in five (5) days at the option of the employer.

A worker may, in order to complete the one (1) operation in relation to any one (1) customer on which he or she is engaged at the hour fixed for ceasing work, continue to work for a period not exceeding one (1) half-hour after the hour so fixed for ceasing work for that day.

Provided a worker continuing to work as aforesaid shall start work one (1) half-hour or such shorter period later than the usual starting time on the following working day.

13.—Engagement.

Delete subclauses (b), (c), and (d) of this clause.

16.—Sick Pay.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 270 of 1947.

In the matter of an Industrial Agreement, dated the 27th day of September, 1938, made between the West Australian Branch, Australasian Meat In-

dustrial Employees' Union Industrial Union of Workers, Perth, (hereinafter called "the Union") of the one part and Messrs. Cobley and Company, Hill and Company, C. R. Nesbitt and Simpson Bros. (Master Butchers) (hereinafter called "the employers") of the other part, registered on the tenth day of October, 1938, No. 24 of 1938, and which Agreement was on the 4th day of April, 1939, declared to be a Common Rule, and in the matter of an application by the said Union for amendment of the said Industrial Agreement.

UPON hearing Mr. J. W. Baker on behalf of the Union and Mr. G. D. Browne on behalf of the employers and by consent the Court doth declare that the Industrial Agreement, dated the 27th day of September, 1938, and numbered 24 of 1938, declared a common rule on the 4th day of April, 1939, be and the same is hereby varied in the terms of the Agreement annexed hereto.

Dated at Perth this 16th day of February, 1948.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1941, this 10th day of November, 1947, between the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth (hereinafter called "the Union"), of the one part, and Messrs. Cobley & Co., Hill & Co., C. R. Nesbitt and Simpson Bros. (Master Butchers), carrying on business at Albany and surrounding districts (hereinafter called "the Employers") of the other part: Whereby it is hereby mutually agreed that the Industrial Agreement numbered 24 of 1938, entered into between the abovementioned parties on the 27th day of September, 1938, be varied in the manner following, that is to say:—

1. By deleting clause 9 of the said Agreement and by inserting in lieu thereof the following:—

9.—Annual Leave.

(a) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(b) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Agreement shall not count for the purpose of determining his right to annual leave.

(e) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(f) The provisions of this clause shall not apply to casual workers.

(g) The quantum of annual leave to be allowed to a worker shall, for service prior to 1st September, 1946, be calculated in accordance with the provisions of the Agreement applicable before that date, and for service subsequent to 1st September, 1946, in accordance with the provisions of this amendment.

2. By deleting Clause 20 of the said Agreement and by inserting in lieu thereof the following:—

20.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 19 hereof, be observed as close holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) When Christmas Day falls on Saturday, Sunday or Monday and Boxing Day is observed on Monday or Tuesday, work may be done on Boxing Day from 6 a.m. to 8 a.m.

(c) On any public holiday not prescribed as a holiday under this Agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

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

Signed for and on behalf of
Cobley & Co.—

K. E. HILL.

Signed for and on behalf of
Hill & Co., Fremantle Cold
Storage Co. Ltd.—

R. F. MARSHALL,
Managing Secretary.

Signed for and on behalf of
C. R. Nesbitt—

W. R. NESBITT,

B. C. ADCOCK.

Signed for and on behalf of
D'Raine & Hunter—

H. HUNTER,
J. D. D'RAINE.

Signed for and on behalf of
Western Branch of the Aus-
tralasian Meat Industry Em-
ployees' Union Industrial Union
of Workers, Perth—

J. W. BAKER,
Secretary.

[L.S.]

H. M. SUTTON,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60(114) of 1947.

Between State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicant and Cyclone Fence and Gate Company and W.A. Netting and Wire Company, Respondents.

HAVING heard Mr. R. A. West on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents and by consent, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 9A of 1939 as amended be and the same is hereby further amended in the manner following:—

4.—Wages.

Delete subclause (b) of this clause and substitute in lieu thereof the following:—

(b) "Casual worker" means a worker employed for less than one (1) week. He shall be paid at the rate of 10% in addition to the rates prescribed in the Award.

6.—Hours.

Delete this clause and substitute in lieu thereof the following:—

Forty (40) hours shall constitute a week's work.

One, two, or three shifts may be worked as follows:—

(a) Day Shift:—The ordinary daily hours of work from Monday to Friday inclusive shall not exceed eight (8) hours and on Saturday shall not exceed four (4) hours, which shall be worked between 7.30 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.30 a.m. and 12 noon on Saturday. Three-quarters ($\frac{3}{4}$) of an hour shall be allowed for meals. By agreement between the employer and the workers in any particular establishment the week's work may be worked in five (5) days exclusive of Saturday and Sunday.

(b) When two shifts are worked the hours shall be:—Day shift:—As when one shift is worked. Night shift:—The forty (40) hours shall be worked in five (5) nights of the week, from Monday to Friday inclusive, in shifts of eight (8) hours each. Twenty (20) minutes for crib shall be allowed in each night shift.

(c) When three shifts are worked, workers shall work one hundred and twenty (120) hours in three weeks, as under:—

Morning shift:—Forty (40) hours per week from 8 a.m. to 4 p.m., Monday to Friday inclusive.

Afternoon shift:—Forty (40) hours per week shall be worked, in five shifts of eight (8) hours, from 4 p.m. to 12 midnight, Monday to Friday inclusive.

Night shift:—Forty (40) hours shall be worked in five (5) shifts of eight (8) hours each, from midnight each night.

Twenty (20) minutes for crib shall be allowed in each shift.

7.—Overtime.

Add to this clause the following new subclause:—

(e) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

8.—Absence through Sickness.

Delete the first paragraph of subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth ($\frac{1}{12}$ th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (98) of 1947.

Between Federated Moulders' (Metals) Union of Workers, Perth, Applicant, and The Kalgoorlie Foundry, Limited, Respondent.

HAVING heard Mr. A. E. Hewitt on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 4 of 1939, as amended by No. 13 (42) of 1946 and No. 227 of 1947, be and the same is hereby amended in the manner following:—

5.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday, inclusive, and not more than four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty (40) hours may be worked in five (5) days, from Monday to Friday, inclusive, at the option of the employer: Provided further, that in the case of continuous and/or shift-work workers, the provisions of this subclause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty (80) hours per fortnight, each of such weeks to be worked in shifts of eight (8) hours each, including crib time.

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in the Award (Nos. 2 and 6 of 1934, as amended by Order No. 134 and 409 of 1936) for underground workers, made between the Australian Workers' Union, Western Australian Goldfields Mining Branch Industrial Union of Workers and another (applicants), and the Lake View and Star, Limited, and others (respondents).

Should the worker's service underground occupy less than the full underground shift of seven (7) hours thirty (30) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed four (4) minutes additional service in respect of each hour's absence from the surface on duty; and at the employer's option this may be adjusted by allowing time off duty corresponding to such credited additional service.

(d) By agreement between an employer and the Union the hours of work may in his case be worked under a roster, which shall provide for an average of forty (40) hours per week, spread over a period of three weeks.

6.—Overtime.

Delete subclause (i) of this clause and substitute in lieu thereof the following:—

(i) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Payment for Sickness.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

17.—Definitions.

Delete the definition "Casual worker" from this clause and substitute in lieu thereof the following:—

"Casual worker" means any worker whose services are dispensed with by the employer before he shall have completed one (1) week of his engagement.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (137) of 1947.

Between Eastern Goldfields Federated Engine-drivers and Firemen's Union of Workers of Western Australia, Applicant, and Western Ice Company (Kalgoorlie), Respondent.

HAVING heard Mr. C. Daly on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act,

1912-1941, doth hereby order and declare that Award No. 20 of 1931, be and the same is hereby amended in the manner following:—

5.—Hours of Labour.

Delete this clause and substitute in lieu thereof the following:—

5.—Hours of Labour.

Eighty (80) hours shall constitute a fortnight's work to be worked in shifts of eight (8) hours each.

6.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

6.—Overtime.

(a) All time worked in excess of eight (8) hours in any one day shall be deemed overtime and shall be paid for at time and a half rates.

(b) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

17.—Absence Through Illness.

Delete this clause and substitute in lieu thereof the following:—

17.—Absence Through Illness.

No worker shall be entitled to payment of wages for any absence from his employment on the ground of personal ill-health for more than one-sixth (1/6th) of a week per month during each year of service. Provided that payment for absence through ill-health shall be limited to two (2) weeks in each calendar year.

This clause shall not apply in cases where workers are entitled to workers' compensation equivalent to full wages.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (145) of 1947.

Between The Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers (W.A. Goldfields Branch), Applicant, and Eastern Goldfields Licensed Victuallers' Association, F. S. Cook, Mrs. Bennett, Albany Bell Ltd., and others, Respondents.

HAVING heard Mr. T. G. Davies on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 10A of 1920 be and the same is hereby further amended in the manner following:—

20.—Hours.

Delete this clause and substitute in lieu thereof the following:—

Forty-four (44) hours shall constitute a week's work.

23.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

(a) Work done by workers after the completion of forty-four (44) hours in any one week or outside the rostered shift shall be deemed overtime and shall be

paid for at the rate of time and a half in coffee palaces, restaurants and tea rooms.

(b) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

Liberty is reserved to the applicant to apply at any time for a variation of this order.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (141) of 1947.

Between The West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Perth, and Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Applicants, and Co-Operative Bulk Handling, Ltd., Respondent.

HAVING heard Mr. W. Taylor on behalf of the applicants and Mr. G. D. Browne on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 20 of 1936 as amended be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

4.—Hours.

Forty (40) hours shall constitute a week's work, to be worked in five (5) or six (6) days, at the option of the employer and at such times as may be convenient. Lunch interval shall not exceed one (1) hour.

5.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

5.—Overtime.

(a) All work performed beyond forty (40) hours in any one week shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) (Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (100) of 1947.

Between Federated Moulders' (Metals) Union of Workers, Perth, Applicant, and The Commissioner of Railways for the State of Western Australia, Respondent.

HAVING heard Mr. A. E. Hewitt on behalf of the applicant and Mr. E. McKenna on behalf of the respondent and by consent the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 11 of 1947, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 18th day of December, 1947.

By the Court.

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Amendments necessary to implement the forty hours week to operate from the beginning of the first pay period commencing in January, 1948.

Clause 8.—Payment for Sickness.

Delete the present subclause (a) and insert the following in lieu thereof:—

(a) A worker shall be entitled to payment for non-attendance on the grounds of personal ill-health at the rate of one-twelfth of the guaranteed week's work for each completed month of service. Provided that payment for such absence through such ill-health shall be limited to six (6) days in each calendar year, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the end of each calendar year, or at any time the worker leaves the service, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

Clause 14.—Hours of Duty.

Delete the present subclause (a) and insert the following in lieu thereof:—

(a) Forty (40) hours, exclusive of Sunday work shall constitute a week's work. No day's work shall exceed eight (8) hours. The week's work may extend over five (5) or six (6) days at the option of the Commissioner.

Liberty to apply is reserved to either party after three (3) months from the date hereof.

Present subclause (d) to be deleted.

Insert new subclause.

(d) Meal hour interval shall not exceed one hour.

Clause 16.—Overtime and Sunday Time.

Add a new subclause (i):—

(i) Notwithstanding anything hereinbefore contained—

(1) Systematic overtime in the Railway Workshops, Midland Junction shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such Workshops aforesaid subject to the following terms and conditions. The term "emergency" includes—

(a) a condition caused by a breakdown of machinery or plant which, unless repaired outside ordinary working hours, will hold up normal production;

(b) a condition due to a bottleneck in production;

(c) work being required within a specific time which cannot be completed by employing extra workers or by working shifts.

(2) In the case of an extreme emergency where there is no time to notify the shop steward and to adopt the procedure hereinafter prescribed the management shall have the right to work overtime subject to an appeal to the special Board of Reference as hereinafter defined. If upon such appeal the Board of Reference considers the working of overtime in the circumstances of the particular case was unjustified or contrary to the spirit and intention of the provisions hereof double time shall be awarded and payable for the overtime actually worked.

(3) When the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours' overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work, and the number of hours which will be involved.

The shop steward may consult with the management if he requires further information, and after advising his shop stewards, convenor, or senior shop steward as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer who may refer the matter to the Metal Trades Council for review, which the Council shall deal with forthwith, and if the Metal Trades Council confirms the shop steward's decision, to a special Board of Reference as hereinafter defined. If the Metal Trades Council supports the employer, or the Board of Reference so decides, overtime shall be worked accordingly.

(4) Where the employer intends to work overtime on a major job he shall notify the secretary of the Metal Trades Council supplying all relevant particulars. The employer shall be advised of the decision of the Metal Trades Council within twenty-four (24) hours of such notification and if consent to the proposed overtime is refused the employer may refer the matter to the special Board of Reference. If the decision of the Metal Trades Council in the first instance, or the Board of Reference on appeal, is in favour of the employer's proposal, overtime shall be worked accordingly.

(5) Notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available workers, and no worker shall be required to work more than nine (9) hours' overtime in any one week on a minor job, or the maximum number of hours agreed to by the Metal Trades Council or decided upon by the Board of Reference, on a major job.

(6) For the purpose of this document the special Board of Reference shall consist of a chairman who shall be the Conciliation Officer attached to the Industrial Arbitration Court (or in his absence such other person as the Hon. President of the Arbitration Court shall nominate), a representative nominated by the employer and a representative nominated by the Metal Trades Council.

(7) Liberty to apply is reserved to either party after six (6) months from the date hereof.

Add new subclause (j):

(i) The Commissioner may require any worker to work reasonable overtime at the overtime rates provided under the Award and workers shall work overtime in accordance with such requirements.

(ii) No organisation, party to the Award, worker or workers covered by this Award shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements as shown in subclause (j) (i) above.

(iii) The above provisions shall remain in operation until otherwise determined by the Court.

(iv) This subclause shall not affect the operation of subclause (i) above.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (102) of 1947.

Between The Metropolitan Hairdressers and Wigmakers Employees' Union of Workers, Applicant, and Master Gentlemen's Hairdressers' Association of W.A. Union of Employers, Perth, Respondent.

HAVING heard Mr. H. A. Backshall on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that

Award No. 42 of 1945, made between the abovenamed parties be and the same is hereby amended in the manner following:—

4.—Hours.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) The hours of work shall not exceed forty-four (44) per week and shall be worked between the hours of 8 a.m. and 6 p.m., Monday to Friday inclusive and 8 a.m. and 1 p.m. on Saturday. Provided that the said forty-four (44) hours may be worked in five (5) days at the option of the employer.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (84) of 1947.

Between Hospital Employees' Industrial Union of Workers, W.A., Applicant, and The Minister for Health, The Minister for Child Welfare, and others, Respondents.

HAVING heard Mr. L. G. Severn on behalf of the applicant and Mr. L. B. Crosbie on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 1A of 1945, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 4.—Hours.

Delete the whole of the existing clause and insert in lieu thereof the following:—

1.—Wooroloo Sanatorium.

(a) Laundry Staff.—Forty (40) hours shall constitute a week's work and shall be worked between 8 a.m. and 5 p.m., Monday to Friday, inclusive.

(b) Farm Hands.—The daily hours of farm hands shall remain substantially as at present, but these workers shall receive six (6) days off in each cycle of twenty-eight (28) days.

(c) Lazaret Attendants.—There shall be no fixed hours for lazaret attendants, whose hours shall remain substantially as at present.

(d) All Other Staff.—For all other staff the working hours shall be one hundred and sixty (160) in each four (4) weeks, provided that the maximum hours to be worked in any one week shall be fifty-six (56).

(e) With the exception of the laundry staff and farm hands, all workers shall be granted eight (8) consecutive days off in each cycle of twenty-eight (28) days.

2.—Mental Hospitals.

(a) Laundry Staff.—The hours of laundry workers shall be eighty (80) per fortnight, to be worked in nine (9) full shifts of eight (8) hours each and two (2) half shifts of four (4) hours each.

(b) Orderlies.—The hours of orderlies shall be eighty (80) per fortnight, to be worked in 10 and 11 shifts at the option of the Department.

(c) Maintenance Staff, viz., Carpenters, Plumbers, Electricians, Gardeners and Handymen (Claremont).—The hours for these workers shall be eighty (80) per fortnight, to be worked in nine (9) full shifts of eight (8) hours each and two (2) half shifts of four (4) hours each.

(d) Cook (Whitby).—The hours of this worker shall be one hundred and sixty (160) in each four (4) weekly period with six (6) consecutive days off in the period.

(e) Farm Hands.—The daily hours of farm hands shall remain substantially as at present, but these workers shall in every seven (7) consecutive days be granted

one and a half (1½) days off duty, namely, one full day and the next preceding afternoon, or one full day and the next succeeding morning off duty.

(f) All Other Staff.—For all other staff, forty (40) hours shall constitute a week's work, to be worked in any five (5) days of the week.

3.—All Other Hospitals.

(a) Laundry Workers.—Forty (40) hours shall constitute a week's work, to be worked in five and a half (5½) days, from Monday until Saturday at 12 noon.

(b) Orderly (Storeman), Perth Hospital, and Mortuary Orderly, Perth Hospital.—Forty (40) hours shall constitute a week's work, to be worked in five and a half (5½) days from Monday until Saturday at 12 noon.

(c) Mortuary Orderly, Fremantle.—Forty (40) hours shall constitute a week's work, to be worked in four (4) full days and two (2) half days per week, between Monday and Saturday.

(d) All Other Workers.—Forty (40) hours shall constitute a week's work and shall be worked in any five (5) days of the week: Provided that eighty (80) hours may be worked in ten (10) days each fortnight at the option of the employer, but provided further that the provisions of this paragraph shall not apply to hospitals where the daily average of occupied beds does not exceed six (6), in which case there shall be no fixed hours of duty. The daily average of beds occupied will be calculated on the actual in-patient days only. Out-patients and babies will not be included.

(e) Homes.—Cook-housekeepers at Nurses' Quarters.—The daily hours of work of these workers shall continue substantially as at present, but they shall be granted two (2) consecutive days off in each week.

Clause 7.—Overtime.

Subclause (1).

In paragraph (a) delete the words "forty-four (44) hours" and insert in lieu thereof the words "forty (40) hours."

Subclause (2).

In paragraph (a) delete the words "forty-four (44) hours" and insert in lieu thereof the words "forty (40) hours."

Subclause (5).

Insert the following new subclause:—

(i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker or workers covered by the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (81) of 1947.

Between Hospital Employees' Industrial Union of Workers, W.A., Coastal Branch, Applicant, and The Board of Management, Perth Dental Hospital, Respondent.

HAVING heard Mr. G. Severn on behalf of the applicant and Mr. L. B. Crosbie on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 13 of 1942, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 4.—Hours of Duty.

Delete the whole of the existing clause and insert in lieu thereof the following:—

(a) Except in the case of the female clerical staff, the ordinary hours of work shall not exceed forty (40) in any one week, and shall be worked between 8 a.m. and 6 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday and between 8 a.m. and 12 noon on Saturday, with fifty-five (55) minutes for lunch between the hours of 12 o'clock noon and 2 p.m.

(b) The ordinary hours of work for the female clerical staff shall be the same as for similar workers in the Public Service, but such workers may be called upon to work on Saturday mornings between the hours of 9 a.m. and 12 noon at ordinary time rates.

(c) Notwithstanding the provisions of subclause (a) hereof, the week's work of forty (40) hours of all workers or any worker or group of workers covered thereby may at any time be worked by agreement between the Union and the Board of Management of the Hospital in five days, from Monday to Friday, inclusive.

Clause 5.—Overtime.

The existing paragraphs to be numbered as subclause (a) and (b), respectively.

Add the following new subclause to the clause:—

(c) (i) The Board of Management may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker or workers covered by the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (126) of 1947.

Between The United Broom and Brushmakers' Industrial Union of Workers, Fremantle, W.A., Applicant, and The West Australian Brushware Company (1909) Limited, Respondent.

HAVING heard Mr. F. Mann on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 28 of 1941 as amended be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 17th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Delete clause 3 and insert in lieu thereof the following:—

3.—Hours.

(a) Forty (40) hours shall constitute a week's work, to be worked in five days.

(b) The ordinary weekly working hours shall be worked between 7.30 a.m. and 6 p.m., Monday to Friday inclusive.

(c) No day's work shall exceed eight (8) hours which shall be worked in a continuous shift.

(d) The actual time at which work is commenced shall be mutually agreed upon between the employer and the worker, and no alteration of these times shall be introduced until seven days shall have elapsed after the Union has been notified of such alteration.

(e) A notice, in the terms of the schedule shown hereunder, shall be posted up in each factory, setting out the starting and finishing times in operation for the time being in each factory.

Copy of Notice referred to above.

Notice is hereby given that the starting and finishing times of all workers in this factory, other than those workers whose names appear hereunder, shall be as follows:—

(i) Monday to Friday inclusive:—

Starting time a.m.
Finishing time p.m.

The following workers shall start and finish as under:—

.....
.....
.....

Signed:
Employer.

Dated at this day of 194 ..

2. Delete subclauses (d) and (e) of clause 4—Overtime, and insert in lieu thereof the following:—

(d) All work performed outside the ordinary working hours on each day Monday to Friday inclusive and all work performed on Saturday before 12 noon shall be counted as overtime and paid for accordingly.

(e) Work performed by pieceworkers beyond the ordinary hours of duty and all time worked on Saturday before 12 noon shall be paid for at the rate of 50% in addition to the ordinary piecework rates, for the first four hours, and at the rate of 100% in addition to ordinary piecework rates thereafter until the usual time of starting on the next ordinary working day.

Work performed by pieceworkers on Saturday after 12 noon, Sundays, or the holidays prescribed in this Award shall be paid for at the rate of 100% in addition to ordinary piecework rates.

3. Add to clause 4 the following new subclause:—

(g) Notwithstanding anything contained herein:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

4. Delete Clause 6 and insert in lieu thereof the following:—

6.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to forty (40) hours in each calendar year.

Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default, or for sickness arising out of his own wilful default.

No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

5. This Order shall operate from the beginning of the first pay period to commence in January 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (122) of 1947.

Between West Australian Carters and Drivers' Industrial Union of Workers (Kalgoorlie), Applicant, and Adelaide Timber Co., Ltd., and others, Respondents.

HAVING heard Mr. J. V. Granland on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court in pursuance of

the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 17 of 1939, be and the same is hereby further amended in the manner following:—

6.—Hours.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) Forty hours shall constitute a week's work.

9.—Overtime.

Delete from this clause, the words "and forty (40) minutes" wherever appearing.

Add a new paragraph to this clause as follows:—
Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

21.—General.

Delete subclause (m) of this clause and insert in lieu thereof the following:—

(m) A worker, other than a casual hand, shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (131) of 1947.

Between Metropolitan Superphosphate and Chemical Works Industrial Union of Workers, Applicant, and Universal Milling Co., Minerals Proprietary Ltd., Midland Mining Company Ltd., Fletchers Chemical Works and Minerals (W.A.) Ltd., Respondents.

HAVING heard Mr. J. J. Brady on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents and by consent the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 48 of 1947, be and the same is hereby amended in the manner following:—

9.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) Except as provided in subclause (d) of this clause forty (40) hours shall constitute a week's work for ordinary day workers to be worked in five (5) days, Monday to Friday inclusive.

(b) For shift workers the ordinary working hours shall not exceed one hundred and twenty (120) in twenty-one (21) consecutive days.

(c) Where a worker is called upon to work a quick shift, he shall be paid at the rate of time and a quarter for each such quick shift. A "quick shift" shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off,

(d) The hours for watchmen shall not exceed fifty-two (52) per week. Watchmen shall be allowed one (1) day off for each four (4) weeks without deduction of pay.

10.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

(a) Subject to clause 9, all work performed before the usual starting time or beyond the usual finishing time or beyond eight (8) hours on any one day or shift and in the case of day workers all work performed on Saturday shall be deemed overtime and be paid for at the rate of time and a half for the first four (4) hours and double time thereafter. All work performed on Saturday by shiftmen and watchmen shall be paid for at the ordinary rate.

(b) Any worker who is required to work on Sunday shall be paid a minimum of two (2) hours at the rate applicable for that day.

(c) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly, or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

17.—Payment for Sickness.

Delete the first paragraph of this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (110) of 1947.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers, and State Executive Australasian Society of Engineers Industrial Association of Workers, Applicants, and Millars Timber and Trading Company Limited and others, Respondents.

HAVING heard Mr. J. F. Newman and Mr. R. West on behalf of the applicants and Mr. F. S. Cross on behalf of the respondents and by consent the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 56 of 1947 be and the same is hereby amended in the manner following:—

3.—Hours.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work, to be worked in five or five and one half days at the option of the employer.

4.—Overtime.

Add to this clause the following new subclause:—

(f) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

5.—Holidays.

Delete subclauses (c) and (c) of this clause and substitute in lieu thereof the following:—

(c) Except as hereinafter provided a period of two consecutive weeks' leave at Christmas time and also the day immediately preceding Good Friday, Good Friday, Easter Saturday and the week immediately succeeding such days, with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(e) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid eleven and one-third (11 $\frac{1}{3}$) hours' pay at his ordinary rate of wage in respect of each completed month of continuous service.

6.—Weekly Hiring.

Delete subclause (b) of this clause and insert in lieu thereof the following:—

(b) If a weekly worker absents himself from duty without reasonable cause a sum proportionate to his time of absence may be deducted from his pay, that is to say, one-fifth or one-sixth of the week's pay as the case may be for each day of absence, and a proportionate part of one-fifth or one-sixth for a shorter absence.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (267) of 1947.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Henry Wills & Co., Ltd., and Others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the Applicant and Mr. G. D. Browne on behalf of the Respondents and by consent the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 20 of 1941, be and the same is hereby amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

4.—Hours.

Forty (40) hours shall constitute a week's work.

5.—Overtime.

Add new subclause (c) as follows:—

(c) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

13.—Payment for Sickness.

Delete the first sentence of this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (270) of 1947.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant and Young Motors Limited, A. P. Roek and others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents and by consent the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 27A of 1937 as amended be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

4.—Hours.

Forty (40) hours shall constitute a week's work.

5.—Overtime.

Add new subclause (c) as follows:—

(c) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

13.—Payment for Sickness.

Delete the first sentence of this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (263) of 1947.

Between West Australian Operative Bakers' Union of Workers, Applicant, and Kalgoorlie and Boulder Master Bakers' Industrial Union of Employers, Respondent.

HAVING heard Mr. G. D. Browne on behalf of the respondent there being no appearance on behalf of the applicant and by consent the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 11 of 1936 as amended by No. 126 of 1943, be and the same is hereby amended in the manner following:—

4.—Hours.

Delete subclauses (i) and (viii) of this clause and substitute in lieu thereof the following:—

(i) The ordinary hours of labour shall be as follows:—

(a) In an ordinary week, forty (40) hours;

(b) In a week in which an Award holiday occurs, thirty-six (36) hours;

(c) In a week in which two award holidays occur, thirty-two (32) hours.

(viii) Doughmaker—Starting time:—There shall be no fixed starting or finishing time for doughmakers, but forty (40) hours shall constitute a week's work.

6.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

(a) All time worked in excess of forty (40) hours for the week shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter. All work performed on Good Friday shall be paid for at the rate of double time.

(b) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

15.—Absence through Sickness.

Delete this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth, this 22nd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (292) of 1947.

Between Amalgamated Road Transport Union of workers, Perth, Applicant and The Hon. Premier of the State of Western Australia, Respondent.

HAVING heard Mr. O. E. Nilsson on behalf of the Applicant, and Mr. C. A. Reeve on behalf of the Respondent, and by consent, the Court, in pursuance of the

powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 33 of 1947, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 4.—Casual Workers.

Delete the whole clause and insert in lieu thereof:—
Casual workers shall be paid three shillings (3/-) per day or part thereof in addition to an hourly rate calculated upon the weekly wage prescribed in clause 3 hereof, and on the basis that forty (40) hours constitute a week's work; provided that:—

(a) The minimum payment to a casual worker for work performed on any one day shall be four (4) hours, and

(b) The rate of payment for casual workers for work done in excess of eight (8) hours in any one day or any Sunday or holiday under this Agreement shall be at the rate of time and a half of the rate prescribed in clause 3 in addition to the aforesaid three shillings (3/-) per day or part thereof.

Clause 5.—Hours.

Delete the first paragraph of subclause (a) and insert in lieu thereof:—

(a) Subject to the provisos hereto the hours workers may be called upon to work without payment of overtime shall be eight (8) hours per day exclusive of meal times, or forty (40) hours per week, to be worked in five (5) days Monday to Friday inclusive.

Clause 6.—Overtime.

Delete present clause and insert in lieu thereof:—

Subject to clause 5 all time of duty

(a) on Sundays, or

(b) in excess of forty (40) hours in any one week, or

(c) in excess of eight (8) hours in any one day, shall stand alone and be paid for in addition to the weekly wage at the rate of time and a half.

(d) (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The union or worker or workers covered by this agreement shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

Clause 7.—Starting and Finishing Times.

Delete the present clause and insert in lieu thereof:—

The normal starting and finishing times from Monday to Friday inclusive shall be 8.30 a.m. and 5.15 p.m. respectively with forty-five (45) minutes for lunch, provided that a worker may be called upon to start (if notified at least one hour prior to the normal starting time) and finish at any other time than the normal starting and finishing times.

Clause 11.—Public Holidays.

Amend subclause (b) thereof by deleting the words "forty-eight (48) minutes in the 15th and 16th lines."

Clause 15.—Meal Times.

Amend the clause by deleting the words "one hour" in the first line, and inserting in lieu the words "one and a half hours."

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (274) of 1947.

Between the Printing Industry Employees' Union, Western Australian Branch Industrial Union of Workers, Perth, Applicant, and J. Gibbney & Sons Ltd.; Art Photo Engravers, C. L. McShane and others, Respondents.

HAVING heard Mr. G. W. Jones on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents and by consent the Court in pursuance of the powers

contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 7 of 1937, be and the same is hereby amended in the manner following:—

4.—Hours of Labour.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) Hours of labour.—The maximum number of hours to be worked each week shall be:—

Day work—40 hours; night work, 40 hours.

6.—Overtime.

Add to this clause a new subclause (e) as follows:—

(e) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

Liberty is reserved to either party to apply for amendment of this order in the event of the Australian standard of hours of work for workers engaged on night work being reduced below the hours prescribed herein.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (310) of 1947.

Between the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, Applicant, and Collie Co-op. Society and Others, Respondents.

HAVING heard Mr. J. W. Baker on behalf of the Applicant and Mr. F. S. Cross on behalf of the Respondents and by consent the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 4 of 1938, be and the same is hereby amended in the manner following:—

19.—Hours.

Delete from subclause (a) the words "Forty-four" and insert in lieu thereof the word "Forty."

20.—Overtime.

Add to this clause a new subclause (5) as follows:—
(5) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (266) of 1947.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Boans Ltd., Swansea Cycle and Motor Company, and Others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 44 (a) of 1936, as amended be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

4.—Hours.

The hours usually worked in each establishment prior to the first day of December, One Thousand Nine Hundred and Twenty-four, shall continue to be observed during the currency of this Award: Provided that the hours shall not exceed forty (40) hours in any one week.

5.—Overtime.

Add to this clause a further paragraph as follows:—
Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (265) of 1947.

Between The West Australian Coach, Car and Rolling Stock Builders' Industrial Union of Workers, Perth, Applicant, and Ford Motor Company of Australia Pty. Ltd., Boltions Limited, and others, Respondents.

HAVING heard Mr. R. L. Jones on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 19 of 1946 be and the same is hereby amended in the manner following:—

7.—Hours.

Delete this clause and substitute in lieu thereof the following:—

Forty (40) hours shall constitute a week's work, to be worked as follows:—

(a) Within a radius of twenty (20) miles from the G.P.O., Perth—in five (5) days of eight (8) hours each, Monday to Friday, inclusive.

(b) Outside a radius of twenty (20) miles from the G.P.O., Perth, but within the area of the Award—to be worked in five (5) days, Monday to Friday, inclusive, or in five and one-half days, Monday to Saturday, inclusive, at the option of the employer.

(c) Meal interval shall not exceed one hour, and no worker shall be compelled to work for more than six (6) hours without a break for a meal.

9.—Overtime.

Add to this clause the following new subclause:—

(d) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

15.—Absence through Sickness.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (260) of 1947.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and The Commissioners of The Fremantle Harbour Trust, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant, and Mr. H. C. Rudderham on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 9 of 1945, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 3.—Hours of Duty.

Delete this clause and insert in lieu thereof:—

Clause 3.—Hours of Duty.

(a) Administrative Staff. Thirty-eight (38) hours shall constitute the week's work and the ordinary hours of duty shall be seven (7) hours thirty-six (36) minutes daily from 8.30 a.m. to 5.6 p.m. on Mondays to Fridays inclusive, with an interval of one (1) hour for lunch.

(b) Handling and Custody of Cargo Staff. Forty (40) hours shall constitute the week's work, and the ordinary hours of duty shall be eight (8) hours daily from 8 a.m. to 5 p.m. on Mondays to Fridays inclusive, with an interval of one (1) hour for lunch.

(c) Storemen. Forty (40) hours shall constitute the week's work, and the ordinary hours of duty shall be eight (8) hours daily from 8 a.m. to 5 p.m. on Mondays to Fridays inclusive, with an interval of one (1) hour for lunch.

(d) 1. The Commissioners may require any officer to work reasonable overtime at overtime rates, and such officer shall work overtime in accordance with such requirement.

2. The Union or officer or officers covered by this Agreement shall not in any way, whether directly or indirectly, be party to, or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

3. This subclause shall remain in operation until otherwise determined by the Commissioners.

These amendments shall come into force as from the beginning of the first pay period to commence in January 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (108) of 1947.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicants, and the Hon. Minister for Works, the Hon. Minister for Water Supply, Sewerage and Drainage, and others. Respondents.

HAVING heard Mr. J. F. Newman on behalf of the applicants and Mr. C. A. Reeve on behalf of the respondents and by consent the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Awards, No. 11 and 15 of 1937 as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 1.—Hours of Duty.

Delete present clause and insert in lieu thereof:—

(a) (i) The week's work shall consist of forty (40) hours and shall be worked in five (5) or five and a half (5½) days as agreed between the parties.

(ii) The normal hours of labour shall, in the case of a five (5) day week be worked in eight (8) hours each day from Monday to Friday inclusive; in the case of a five and a half day (5½) day week, the forty hours may be worked as mutually agreed between the Union and the employer concerned.

(iii) Provided that in the case of the Fremantle Harbour Trust and the Meat Export Works, the ordinary week's work shall be worked on the same basis as at present applying but with such alterations in the total hours to be worked in each week or fortnightly period as may be necessary so as not to exceed forty (40) hours per week or an average of forty (40) per week.

(iv) Liberty to apply for a review of this subclause (a) is reserved to either of the parties hereto after three months from the date hereof.

(b) The hours specified in subclause (a) shall, except in the case of shift work, or as otherwise provided be worked between 7 a.m. and 5.30 p.m. except on Saturdays when work shall finish at noon, and where any respondent and the Union mutually agree to some other starting and finishing time.

(c) Lunch interval shall not exceed one (1) hour.

(d) (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker, or workers covered by this Award shall not in any way, whether directly or indirectly, be party to, or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

(iv) Notwithstanding the provisions of paragraphs (i), (ii) and (iii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Award providing for overtime.

Clause 2.—Overtime and Holidays.

Delete clause (a) (1) and (2) and insert in lieu thereof:—

(a) (i) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter. Provided that all work (other than shift work) after 10 p.m. on Monday to Friday inclusive, shall be paid at double time up to the usual starting time. Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(ii) Where work other than shift work, and other than work performed as provided in clause 1 (b) hereof, is done on Saturdays the worker shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter but if work is performed in any period from 5 p.m. on Saturdays the worker shall be paid double time for all time worked after that hour.

Amend subclause (i) (2) by inserting after the word "review" in the 23rd line thereof, the additional words "which Council shall deal with the matter forthwith."

Clause 9.—Absence Through Sickness.

Delete clause (a) (i) and insert in lieu thereof:—

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week's pay for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (128) of 1947.

Between Coastal Dock, Rivers and Harbour Works Union of Workers, Applicant, and the Hon. Minister for Works, the Chief Secretary, and Fremantle Harbour Trust Commissioners, Respondents.

HAVING heard Mr. W. Glasson on behalf of the Applicant and Mr. C. A. Reeve on behalf of the Respondent, and by consent the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 1 of 1935 as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 15th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 3.—Hours of Duty.

Delete present clause and insert in lieu thereof:—

(a) Except in regard to watchmen, forty (40) hours shall represent a week's work. The ordinary working hours shall not exceed eight (8) hours each day, Monday to Friday inclusive. Watchmen shall work seven (7) shifts of eight (8) hours each per day: Provided they shall be allowed four (4) days' special leave on pay at the completion of each month of service as watchmen. Such special leave shall not be allowed to accumulate.

(b) (i) Any employer (or respondent to the Award) may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker or workers covered by the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

Clause 25.—Shift Work.

Delete subclause (c).

Clause 30.—Sick Leave.

Delete subclause (1) (a) and (h) and insert in lieu thereof:—

(1) (a) A worker shall be entitled to payment for non-attendance on the grounds of personal ill health for one-twelfth (1/12th) of a week's pay for each completed month of service; provided that payment for absence through such ill-health shall be limited to one week in each calendar year.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (29) of 1947.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant, and Shell Company of Australia Limited, Vacuum Oil Company Proprietary Limited, and Texas Company (Australia) Limited, Respondents.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order that Award, No. 29A of 1937, made between the above-named parties, be and the same is hereby further amended in the manner following:—

6.—Hours.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) The hours of duty shall be forty (40) per week.

8.—Starting and Finishing Times.

Delete this clause and insert in lieu thereof the following:—

The starting time for the purpose of calculating overtime shall (with the exceptions hereinafter mentioned) be 7 a.m. or after, and the finishing time, on Mondays to Fridays inclusive, shall not be later than 6 p.m.

The exceptions referred to are:—

- (a) Stablemen and yardmen.
- (b) Night Washers.

9.—Overtime.

Delete this clause and insert in lieu thereof the following:—

All overtime shall stand alone and shall be paid for, in addition to the ordinary weekly or casual wage, at the rate of time and a quarter for the first two (2) hours and time and a half thereafter. In the case of juniors under eighteen (18) years of age, overtime shall be paid at the rate of time and a half.

Overtime shall be paid for all time of duty:—

- (a) before the prescribed starting time or after the prescribed finishing time; or
- (b) after eight (8) hours forty (40) minutes on Mondays to Fridays inclusive; or
- (c) in excess of the hours prescribed by Clause 6; or
- (d) on Saturdays.

(e) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

22.—General.

Delete subclause (m) of this clause and insert in lieu thereof the following:—

(m) A worker other than a casual hand, shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

23.—Definitions.

Delete subclause (b) of this clause and insert in lieu thereof the following:—

(b) "Casual Hand" shall mean a worker competent to do the work he is engaged to do, who is dismissed or refused work without any fault of his own, before the expiration of one week from the date he starts work.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (276) of 1947.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Elder, Smith & Co., Ltd., Respondent.

HAVING heard Mr. R. F. Bourke on behalf of the applicant, and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 161 of 1940, made between the abovenamed parties be and the same is hereby amended in the manner following:—

4.—Hours.

Delete the existing clause 4 and insert in lieu thereof the following:—

Forty (40) hours shall constitute a week's work, to be worked between 7.30 a.m. and 6 p.m., Monday to Friday inclusive, and 7 a.m. and 1 p.m. on Saturday. No day's work shall exceed eight (8) hours, Monday to Friday, and four (4) hours on Saturday, to be worked in one continuous shift: Provided that the said hours may be worked in five (5) days at the option of the employer.

Liberty is reserved to the Applicant to apply for a further amendment of this clause.

7.—Overtime.

Delete subclause (c) of this clause and substitute in lieu thereof the following:—

(c) All time worked in excess of the usual working hours each day, or before the prescribed starting or after the prescribed finishing times, shall be paid for at overtime rates.

Add to this clause the following new subclause:—

(c) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

8.—Wages.

Delete this clause and substitute in lieu thereof the following:—

Basic wage per week: Within a 15 mile radius of the G.P.O., Perth, £4 2s. 2d.; outside a 15 mile but within a 25-mile radius of the G.P.O., Perth, £4 3s. 1d.

Casual workers: 3s. 0 3/10ths d. per hour on a basic wage of £4 2s. 2d. per week.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60(291) of 1947.

Between the State Executive Australasian Society of Engineers Industrial Association of Workers, Applicant, and H. V. McKay Massey Harris Pty. Ltd., Respondent.

HAVING heard Mr. R. A. West on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Industrial Agreement No. 20 of 1936 as amended be and the same is hereby further amended in the manner following:—

Hours of Employment.

Delete this clause and substitute in lieu thereof the following:—

The ordinary hours of employment shall be forty (40) per week, to be worked between the hours of 7.30 a.m. and 5.30 p.m. on Monday to Friday inclusive and 7.30 a.m. to noon on Saturday: Provided that the spread of hours herein prescribed may be altered by mutual agreement between the employer and his employees and also that the weekly hours may be worked in five days.

Overtime.

Add to this clause the following new subclause:—

Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

Absence through Sickness.

Delete this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

Casual Workers.

Delete this clause and substitute in lieu thereof the following:—

Casual workers shall be paid at the rate of 10% in addition to the rates prescribed in this Agreement, if employed for less than one week.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (287) of 1947.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant, and Collie Industrial Co-operative Society, Limited, and others, Respondents.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Agreement No. 35 of 1937, be and the same is hereby amended in the manner following:—

5.—Hours.

Delete this clause and substitute in lieu thereof the following:—

The maximum number of hours any worker may be called upon for duty, without payment of overtime, shall be:—

(a) Forty (40) hours per week, or

(b) Eight (8) hours per day.

Provided that in any week where there is a holiday the hours shall be reduced in such week by one-sixth, and in any week where there are two holidays, by one-third. Provided also, that subject to the meal time deduction set out in clause 14 any hours worked on any day shall be worked in a continuous shift.

6.—Overtime.

Add to this clause the following new subclauses:—

Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

18.—Definitions.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) "Casual Worker" shall mean any person who is engaged as a casual worker and who is dismissed or refused work without any fault of his own before the expiration of one (1) week from the date of commencing work.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (311) of 1947.

Between the West Australian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, Applicant, and Wiluna Meat Supply, Limited, and Lake Way Butchers, Limited (Master Butchers), carrying on business at Wiluna, Respondents.

HAVING heard Mr. J. W. Baker on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the

powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 17 of 1939, be and the same is hereby amended in the manner following:—

16.—Hours.

Delete from subclause (a) the words and figures "forty-eight (48)," and insert in lieu thereof the words and figures "forty-four (44)." Liberty is reserved to the applicant to apply for a further amendment of this clause.

17.—Overtime.

Add to this clause a new subclause (5) as follows:—

Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(ii) No organisation party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA

No. 60 (230) of 1947.

Between Australian Workers' Union, Western Branch, Industrial Union of Workers, Applicant, and Kiese Brothers, Respondent.

HAVING heard Mr. W. Hodsdon on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 3 of 1947, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 17th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Add to clause 5—Overtime the following new subclause:—

(e) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

2. Delete subclause (a) of clause 8 and insert in lieu thereof the following:—

S.—Hours.

(a) Forty (40) hours shall constitute a week's work, to be worked in five (5) days from Monday to Friday inclusive. The starting time on every working day shall be 7.45 a.m. and the finishing time shall be 4.45 p.m. Provided that the starting and finishing times may be varied by agreement in writing between any employer and the Union as long as the daily working hours do not exceed eight (8) in any one day.

3.—Delete clause 10 and insert in lieu thereof the following:—

10.—Payment for Sickness.

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service; Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

4. This order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA

No. 60 (234) of 1947.

Between The Federated Engine Drivers and Firemen's Association of Australasia, West Australian Branch, Association of Workers, Applicant, and the Commissioner of Main Roads for the State of Western Australia, Respondent.

HAVING heard Mr. H. Iles on behalf of the Applicant and Mr. C. A. Reeve on behalf of the Respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 19 of 1938, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 19th day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 5.—Hours.

Delete present clause and insert in lieu thereof:—

(a) Forty (40) hours shall constitute a week's work: to be worked in shifts of eight (8) hours each, Monday to Friday inclusive.

(b) (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker or workers covered by this Agreement shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

Clause 7.—Tent Allowance.

Amend second paragraph to read as follows:—

The above allowance covers a week, whether of five six or seven days.

Clause 10.—Overtime.

Add new Clause (c):—

All work performed on Saturday shall be paid at time and a half for the first four hours and double time thereafter.

Clause 11.—District Allowances.

Delete last paragraph and insert in lieu thereof:—

The above allowances cover a week, whether of five, six or seven days. For periods of less than five days one-seventh (1/7th) of the above shall be payable for each day or part thereof, provided that workers who have worked at least half a week shall be given the benefit of Sunday in the calculation of district allowance.

The above amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA

No. 60 (231) of 1947.

Between Western Australia Tobacco, Cigar and Cigarette Manufacturers' Employees' Industrial Union of Workers, Perth, Applicant, and Michelides Limited, Respondent.

HAVING heard Mr. H. A. Backshall on behalf of the applicant, and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 13 of 1927, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

1. Delete clause 4 and insert in lieu thereof the following:—

4.—Hours.

Forty hours shall constitute a week's work for all employees; provided that in establishments where at the date of this Agreement a lesser number of hours is being worked, such lesser number of hours shall continue to be observed.

2. Delete clause 5 and insert in lieu thereof the following:—

5.—Overtime.

(a) For all work performed before the usual starting time or after the usual finishing time and all work performed on Saturday before 12 noon, overtime shall be paid for at time and a half for the first two hours and double time thereafter. For all work performed on Saturday after 12 noon and Sundays double time shall be paid. For all work performed on specified holidays ordinary time shall be paid in addition to the weekly wage.

(b) Notwithstanding anything contained herein:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

3. This order shall operate from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (304) of 1947.

Between Boilermakers' Society of Australia Union of Workers, Coastal Districts, W.A., Applicant, and The Hon. Minister for Works, Respondent.

HAVING heard Mr. G. C. Cahill on behalf of the applicant and Mr. C. A. Reeve on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 18 of 1941, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 1.—Hours.

Delete the present clause and insert in lieu thereof:—

(a) The week's work shall consist of forty (40) hours.

(b) The normal hours of work shall be eight (8) hours, from Monday to Friday, inclusive, and shall be worked between 7 a.m. and 5.30 p.m.

(c) Meal interval shall not exceed one (1) hour.

(d) (i) The Minister may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) The Union, or worker or workers covered by this Agreement, shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) Notwithstanding the provisions of paragraphs (i) and (ii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Agreement providing for overtime.

Clause 2.—Overtime and Holidays.

Delete subclauses (a) 1 and 2 and insert in lieu thereof:—

(a) 1. All time worked (other than shift work) in excess of or outside the usual working hours on Monday to Friday, inclusive, shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter: Provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, shall be paid at double time up to the usual starting time: Provided also that workers called upon to start work (other than shift work) within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

2. Where work (other than shift work) is done on Saturdays, it shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter, but if work is performed in any period after 5 p.m. on Saturday, the worker shall be paid double time for all time worked after that hour.

Amend subclause (t) (2) by inserting after the word "review" in the 22nd line thereof, the additional words "which Council shall deal with the matter forthwith."

Clause 9.—Absence through Sickness.

Delete subclause (1) (a) and insert in lieu thereof:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (272) of 1947.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant and The Fremantle Municipal Tramways and Electric Lighting Board, Respondent.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. D. Browne on behalf of the respondent and by consent the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Award, No. 14 of 1941, be and the same is hereby amended in the manner following:—

3.—Hours of Duty.

Delete this clause and substitute in lieu thereof the following:—

3.—Hours of Duty.

The ordinary hours of duty shall be forty (40) per week.

4.—Overtime.

Add new subclause (e) as follows:—

(e) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (294) of 1947.

Between West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Kalgoorlie, Applicant, and Hon. Minister for Agriculture, Respondent.

HAVING heard Mr. J. W. Baker on behalf of the applicant, and Mr. L. B. Crosbie on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement, No. 25 of 1938, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 4.—Hours.

Delete the present clause and insert in lieu:—

4. (a) Forty (40) hours shall constitute a week's work. The normal hours of work shall be eight (8) hours per day from Monday to Friday inclusive. No work shall be performed in any day for a longer period than is prescribed in this clause unless payment is made at overtime rates.

(b) The Minister may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(c) The Union or worker or workers covered by this Agreement shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

Clause 6.—Overtime.

Delete the present clause and insert in lieu thereof:—

(i) All time worked in excess of or outside the usual working hours on Monday to Friday and all time worked on Saturday shall be paid for at the rate of time and a half with a minimum of two (2) hours.

(ii) All work performed on Sundays shall be paid for at the rate of double time.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (321) of 1947.

Between The Metropolitan Gas Works Union of Workers, Applicant, and the City of Perth Electricity and Gas Department of the City of Perth Municipal Council and the Fremantle Gas and Coke Company Limited, Respondents.

HAVING heard Mr. T. G. Davies on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents and by consent the Court in pursuance of the powers

contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 11 of 1941 be and the same is hereby amended in the manner following:—

5.—Hours.

Delete this clause and insert in lieu thereof the following:—

The hours of duty shall not, without payment of overtime, exceed forty (40) hours per week, and the hours of duty for any day shall not, without payment for overtime, exceed eight (8) hours. Provided also, that if it is found necessary, arrangements may be made for employees to commence work earlier or later and finish earlier or later than the ordinary hours. Each shift to consist of eight (8) hours.

6.—Overtime.

Add a new paragraph at the end of this clause:—
Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

7.—Shift Work.

Delete the first paragraph of this clause and insert in lieu thereof the following:—

The hours of duty without the payment of overtime shall not, for shiftmen (except watchmen) exceed an average of forty (40) hours per week, to be worked in shifts not exceeding eight (8) hours each. Such shifts to be distributed as the employers choose, but so as to make an aggregate shift time on duty not exceeding one hundred and sixty (160) hours in each period of four (4) weeks.

9.—Holidays.

Delete the first paragraph of this clause and insert in lieu thereof the following:—

A working week of forty (40) hours' leave of absence will be granted annually on full pay after twelve (12) months service, in addition to the holidays already specified in clause 8 hereof; leave not to be cumulative and to be taken at the discretion of the management so as to interfere with the routine of the workers as little as possible.

Delete the second paragraph of this clause and insert in lieu thereof the following:—

Employees not completing twelve months' service shall receive holidays, or pay in lieu thereof, after six months' service, in proportion to the length of service, that is, one day's holiday for every two months' service, calculated at the rate of one-sixth of the forty (40) hours week's pay for each day's holiday, unless summarily dismissed for misconduct, dereliction of duty, etc., in which case no holiday pay shall be granted.

Delete the third paragraph of this clause and insert in lieu thereof the following:—

Retort operators and men engaged on shift work shall receive two working weeks (eighty (80) hours) leave on full pay after twelve months service.

Delete the fifth paragraph of this clause and insert in lieu thereof the following:—

Retort operators and shift workers shall receive holidays, or pay in lieu thereof, in proportion to the length of service; that is one day's holiday for each one month's service, calculated at the rate of one-sixth of the forty (40) hour week's pay for each day's holiday, unless summarily dismissed for misconduct, dereliction of duty, etc., in which case no holiday pay shall be granted.

13.—Absence Through Sickness.

Delete the first paragraph of this clause and insert in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employers, in the event of the worker being entitled by service subsequent to the sick-

ness to a greater allowance than that made at the time the sickness occurred. Payment for absence through such ill-health shall be limited to forty (40) hours in each calendar year: Provided that if a worker be not absent from work owing to ill-health during any year, such sick leave may be carried forward to either of the next two (2) years, but so that no more than one hundred and twenty (120) hours sick leave is paid for in any one (1) year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,
[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (94) of 1947.

Between The Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and the Master Painters, Decorators and Sign-writers' Association of Western Australia Industrial Union of Employers, Perth, Foy and Gibson (W.A.) Ltd., and others, Respondents.

HAVING heard Mr. J. G. White on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents and by consent the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 21 of 1938, be and the same hereby amended in the manner following:—

12.—Hours.

Delete this Clause and substitute in lieu thereof the following:—

12.—Hours.

(a) Forty (40) hours shall constitute a week's work for all workers covered by this Award, such hours to be worked as follows:—

(i) In retail stores and warehouses:—

Not more than eight (8) hours per day, Monday to Friday inclusive between 9 a.m. and 6 p.m. and not more than four (4) hours on Saturday between 9 a.m. and 1 p.m.

(ii) In signwriting and ticket-writing establishments:—

Not more than eight (8) hours per day, Monday to Friday inclusive between 7.30 a.m. and 5 p.m. and not more than four (4) hours on Saturday between 7.30 a.m. and 12 noon.

(b) One (1) hour shall be allowed for a meal between 12 noon and 2 p.m. Monday to Friday inclusive.

13.—Overtime.

Add new subclause (7) as follows:—

(7) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

15.—Absence Through Sickness.

Delete the first sentence of subclause (1) and substitute in lieu thereof the following:—

(1) A worker, other than a casual worker, shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

This Order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,
[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (97) of 1947.

Between Federated Moulders (Metals) Union of Workers, Perth, Applicant, and Minister for Works, Minister for Water Supply, Sewerage and Drainage and others, Respondents.

HAVING heard Mr. A. E. Hewitt on behalf of the Applicant and Mr. C. A. Reeve on behalf of the respondents and by consent the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 19 of 1930 as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 17th day of December, 1947.

By the Court.
[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 1.—Hours.

Delete the present clause and insert in lieu thereof the following:—

(a) The week's work shall consist of forty (40) hours.

(b) The normal hours of work shall be eight (8) hours from Monday to Friday inclusive, and shall be worked between 7 a.m. and 5.30 p.m.

(c) Meal interval shall not exceed one (1) hour.

(d) (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The Union or worker or workers covered by this Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

(iv) Notwithstanding the provisions of paragraphs (i), (ii) and (iii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Award providing for overtime.

Clause 2.—Overtime and Holidays.

Delete subclauses (1) (a) and 2 and insert in lieu thereof the following:—

(1) (a). All time worked (other than shift work) in excess of or outside the usual working hours on Monday to Friday inclusive shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter: Provided that all work (other than shift work) after 10 p.m. on Monday to Friday inclusive shall be paid at double time up to the usual starting time: Provided also that workers called upon to start work (other than shift work) within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

2. Where work (other than shift work) is done on Saturdays, it shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter but if work is performed in any period after 5 p.m. on Saturday the worker shall be paid double time for all time worked after that hour.

Amend subclause (t) (2) by inserting after the word "review" in the 23rd line thereof the additional words "which Council shall deal with the matter forthwith."

Clause 9.—Absence Through Sickness.

Delete subclause (i) (a) and insert in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 22 of 1948.

Between West Australian Operative Bakers' Union of Workers, Applicant, and L. Lucy, P. Langan and M. Monksdale, Respondents.

HAVING heard Mr. T. Nielsen on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers conferred upon it by section 89 of the Industrial Arbitration Act, 1912-1941, doth hereby constitute and appoint a Board of Reference in relation to Award No. 16 of 1926, as amended in the terms of the Schedule hereunder.

Dated at Perth this 4th day of March, 1948.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Schedule referred to.

The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of no agreement being arrived at between the parties, the functions of deciding the hours of baking for the Municipality of Northam, as provided for in clause 4, subclause (8) of Award No. 16 of 1926, as amended.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (92) of 1947.

Between The Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and Swansea Cycle and Motor Company, and others, Respondents.

HAVING heard Mr. J. G. White on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 23 of 1937 be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

The week's work shall consist of forty (40) hours, which shall be worked in five (5) days.

6.—Overtime.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) All time worked on any day after the regular working hours and all time worked on Saturday shall be deemed overtime and paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

Add to this clause the following new subclause:—

(d) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

17.—Absence through Sickness.

Delete subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12)th of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each

calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (273) of 1947.

Between the Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Paramount Film Service Pty. Ltd., Columbia Pictures Pty. Ltd., Fox Film Corporation (Australia) Pty. Ltd., Metro-Goldwyn Mayer Pty. Ltd., R.K.O. Radio Pictures (Australasia) Pty. Ltd., Universal Pictures Pty. Ltd., United Artists (Australasia) Pty. Ltd., Warner Bros. First National Pictures Pty. Ltd. and Arthur Berryman Nielsen, Agent for British Empire Films Pty. Ltd., Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents and by consent the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 8 of 1941 be and the same is hereby amended in the manner following:—

3.—Hours.

Delete this clause and substitute in lieu thereof the following:—

3.—Hours.

The maximum number of hours to constitute a week's work shall be forty (40): Provided that, where the hours ordinarily and customarily worked by any clerk in any establishment covered by this Agreement prior to the date of this Agreement were less than forty (40), such hours shall continue to be observed as a week's work.

4.—Overtime.

Add new subclause (d) as follows:—

(d) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Payment for Sickness.

Delete this clause and substitute in lieu thereof the following:—

9.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-sixth (1/6th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to two (2) weeks' pay in each calendar year: Provided further, that a worker with at least two (2) years of service, who produces to his employer a medical certificate that personal ill-health necessitates a longer absence from his employment than the period allowed of one (1) day per month of service shall be entitled to payment for sickness up to one-

third (1/3rd) week for each completed month of service, with a limit of four (4) weeks' pay in each calendar year: Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any payment from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (320) of 1947.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and the Collie Industrial Co-operative Society Ltd., and others, respondents.

HAVING heard Mr. R. F. Bomke on behalf of the Applicant and Mr. F. S. Cross on behalf of the respondents and by consent, the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 22 of 1937 as amended by Agreement No. 37 of 1947 be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and insert in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work for all workers bound by this Agreement. The daily hours of employment shall be continuous.

(b) The hours of work shall be between 8.40 a.m. and 5 p.m., Monday to Friday inclusive and 8.40 a.m. to 12 noon Saturdays.

6.—Overtime.

Add a new paragraph as follows:—

Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (268) of 1947.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and E. Barnett and Company Limited and others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. D. Browne on behalf of the employers, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial

Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 20A of 1941, as amended, be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

4.—Hours.

Forty (40) hours shall constitute a week's work.

5.—Overtime.

Add new subclause (f) as follows:—

(f) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

13.—Payment for Sickness.

Delete the first sentence of this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (252) of 1947.

Between Electrical Trades Union of Workers of Australia (Western Australian Goldfields Sub-Branch), Kalgoorlie, Applicant, and Reg. G. Adams and Bert Hansen, Respondents.

HAVING heard Mr. M. B. d'Almeida on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents and by consent the Court in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Agreement No. 5 of 1939 be and the same is hereby amended in the manner following:—

6.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) The ordinary working hours shall not exceed forty (40) in any one week, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday inclusive, and between 7 a.m. and 12 noon on Saturday; provided that the said forty (40) hours may be worked in five (5) days at the option of the employer.

(b) Lunch interval shall not exceed one hour.

7.—Overtime.

Delete subclause (h) of this clause and substitute in lieu thereof the following:—

(h) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to

or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

10.—Payment for Sickness.

Delete this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-eighth (1/8th) of a week for each completed month of service; provided that payment for absence through such ill-health shall be limited to sixty (60) hours in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

19.—Definitions.

Delete the definition "Casual Worker" from this clause and substitute in lieu thereof the following:—

"Casual Worker" shall mean a worker employed for less than one (1) week.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 19th day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (269) of 1947.

Between the Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and The Globe Brewery, Ltd., and others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. D. Browne on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 27 of 1937, as amended by order No. 410 of 1940, be and the same is hereby further amended in the manner following:—

4.—Hours.

Delete this clause and substitute in lieu thereof the following:—

4.—Hours.

Forty (40) hours shall constitute a week's work.

5.—Overtime.

Add new subclause (c) as follows:—

(c) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

13.—Payment for Sickness.

Delete the first sentence of this clause and substitute in lieu thereof the following:—

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of ser-

vice: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

This order shall operate from the beginning of the first pay period in January, 1948.

Dated at Perth this 22nd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (324) of 1947.

Between 'The Bank Officials' Association of Western Australia Union of Workers, Perth, Applicant, and the Bank of Adelaide, Respondent.

HAVING heard Mr. T. G. Davies on behalf of the Applicant and Mr. G. D. Browne on behalf of the Respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 79 of 1947 be and the same is hereby amended in the manner following:—

8.—Hours of Duty.

Delete this clause and substitute in lieu thereof the following:—

8.—Hours of Duty.

(a) The ordinary hours of duty of employees, other than messengers, shall not exceed forty (40) hours per week, exclusive of meal hours, except at half-yearly balancing periods, when for two (2) weeks, including balancing day, the hours shall not exceed forty-six (46) per week. Not less than forty-five (45) minutes shall be allowed for meals on all working days, except Saturday. In weeks in which statutory or proclaimed holidays are observed the ordinary weekly hours shall be reduced by seven hours twelve minutes for a full holiday, four hours for a half holiday, or for Saturday.

(b) The hours of duty of messengers shall not exceed forty (40) hours per week exclusive of meal hours.

9.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

9.—Overtime.

Subject to the provisions of subclause (d) of this clause:—

(a) All time worked by employees other than messengers, in excess of the hours prescribed in clause 8 (a) shall be paid for at the rate of time and a half ordinary rates. The superintendent or general manager or chief manager of the Bank concerned, or his deputy, shall decide whether any overtime is to be paid or not.

(b) No overtime payment need be made to an employee for time worked looking for errors in such employee's own work.

(c) Overtime payment need only be made when the overtime shall have been worked by direction of some responsible officer deputed in that behalf by the bank.

(d) No payment for overtime need be made to any employee whose salary is in excess of £560 per year nor to any manager or executive officer.

(e) Except for head messengers and messengers overtime shall be computed on fortnightly periods of eighty (80) hours except at half-yearly balancing times when the fortnightly period shall be ninety-two (92) hours.

(f) Overtime for head messengers and messengers shall be computed on weekly periods of forty (40) hours.

(g) Overtime shall be paid for without the employee entitled to such payment being required to make application therefor.

(h) The time during which an employee is absent through leave of sickness or while travelling to and from branches shall be computed at 7 hours 12 minutes, Monday to Friday, and 4 hours a half holiday or for Saturday.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 24th day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (289) of 1947.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers Industrial Association of Workers, Applicants, and City of Perth Electricity and Gas Department of the City of Perth Municipal Council, Respondent.

HAVING heard Mr. J. F. Newman and Mr. R. A. West on behalf of the applicants and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbitration Act, 1912-1941, doth hereby order that Industrial Agreement, No. 13 of 1941, made between the abovenamed parties be and the same is hereby amended in the manner following:—

1.—Definitions.

Delete from this clause the definition of "Casual Worker" and insert in lieu thereof the following:—

"Casual Worker" means a worker employed for less than one week.

11.—Hours.

Delete this clause and insert in lieu thereof the following:—

(a) (i) Forty (40) hours, exclusive of Sunday work, shall constitute a week's work.

(a) By agreement between the parties the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(ii) No day's work shall exceed eight (8) hours.

(iii) The ordinary hours of work shall be between the hours of 7 a.m. and 5.30 p.m. except Saturday, when work shall finish at noon.

(b) Meal interval shall not exceed one (1) hour.

(c) By agreement between the department and its workers, ordinary hours may be worked on the basis of eighty (80) hours per fortnight.

12.—Overtime.

Add to this clause a new subclause (h) as follows:—

(h) Notwithstanding anything contained in this Agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

13.—Shift Work.

Delete subclause (d) of this clause and insert in lieu thereof the following:—

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Saturday or Sunday or on any public holiday.

16.—Absence Through Sickness.

Delete the first paragraph of subclause (a) of this clause and insert in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker

leaves the service of the department, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. Payment for absence through such ill-health shall be limited to one week in each calendar year, provided that, if a worker be not absent from work owing to ill-health during any year, such sick leave may be carried forward to either of the next two (2) years, but so that no more than three weeks' sick leave is paid for in any one (1) year.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (305) of 1947.

Between The Western Australian Barmaids and Bar-men's Union of Workers, Perth Applicant and The Hon. The Chief Secretary Respondent.

HAVING heard Mr. A. Ashmore on behalf of the applicant and Mr. C. A. Reeve on behalf of the respondent and by consent the Court, in pursuance of the powers contained in Section 43 of the Industrial Arbitration Act, 1912-1941 doth hereby order and declare that Industrial Agreement, No. 2 of 1938, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 5.—Hours.

Delete the present clause and insert in lieu thereof:—

(i) All work done in excess of forty (40) hours in any one week or of eight (8) hours in any one day except as provided in (ii) hereof, or outside the rostered hours, or outside a daily spread of thirteen (13) hours to be worked in not more than three (3) periods, shall be paid for at the rate of time and one-third such overtime rates to stand alone and be paid for separately and apart from the ordinary week's wages.

(ii) On Fridays and Saturdays nine (9) hours may be worked without incurring the payment of overtime.

(iii) Where considered practicable and with the approval of the Minister the working week of forty (40) hours may be worked in any five (5) of the six (6) days from Monday to Saturday inclusive.

(iv) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(v) The Union or worker or workers covered by this agreement shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (313) of 1947.

Between the West Australian Branch, Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, Applicant, and L. E. Dreyer, Roediger Brothers, V. M. Stone and W. S. Bevan, Master Butchers, of Northam, Respondents.

HAVING heard Mr. J. W. Baker on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 43 of the Industrial Arbi-

tration Act, 1912-1941, doth hereby order and declare that Industrial Agreement No. 10 of 1945, be and the same is hereby amended in the manner following:—

11.—Hours.

Delete this clause and insert in lieu thereof the following:—

(a) Forty (40) hours shall constitute a week's work. No working day shall consist of more than eight (8) hours, and the working hours each day shall be consecutive, with the exception that one (1) hour shall be allowed off for dinner, except on the weekly half-holiday.

(b) The starting time for all employees shall be 8 a.m., Mondays to Saturdays, and finishing time shall be 5 p.m., except on the weekly half-holiday, when the finishing time shall be 12 o'clock noon.

(c) Subject to clause 12, no worker shall be on or allowed on the employers' premises before 8 a.m. on any day nor after 5.5 p.m. on five days of the week, nor after 12.5 p.m. on the weekly half-holiday.

12.—Overtime.

Add to this clause a new subclause (4) as follows:—

(4) Notwithstanding anything contained in this Agreement:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (290) of 1947.

Between State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicant, and Cyclone Fence and Gate Company and W.A. Netting and Wire Company, respondents.

HAVING heard Mr. R. A. West on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents and by consent the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 9 of 1939 as amended be and the same is hereby further amended in the manner following:—

4.—Wages.

Delete subclause (b) of this clause and substitute in lieu thereof the following:—

(b) "Casual worker" means a worker employed for less than one week. He shall be paid at the rate of 10% in addition to the rates prescribed in the Award.

6.—Hours.

Delete this clause and substitute in lieu thereof the following:—

(a) Forty (40) hours, exclusive of Sunday work, shall constitute a week's work: Provided that, by agreement between the employer and the workers employed in any particular establishment, the week's work may be worked in five (5) days exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours.

(c) The ordinary hours of work shall be between 7.30 a.m. and 5.30 p.m., except on Saturday, when work shall finish at noon.

(d) Lunch interval shall not exceed one hour.

7.—Overtime.

Delete subclause (b) of this clause and substitute in lieu thereof the following:—

(b) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Absence Through Sickness.

Delete the first paragraph of subclause (a) of this clause and substitute in lieu thereof the following:—

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (64) of 1947.

Between West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Applicant, and Hon. Minister for Agriculture, West Australian Meat Exports Company Limited, and The Anchorage Butchers, Limited, Respondents.

HAVING heard Mr. J. Baker on behalf of the applicant and Mr. C. Reeve on behalf of the respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award, No. 14 of 1940, be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 23rd day of December, 1947.

By the Court.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 4.—Hours.

Delete the existing clause and insert in lieu thereof the following:—

The week's work shall consist of forty (40) hours, to be worked in five and a half (5½) days; provided that the week's work may, by agreement between the employers and the Union, be worked at any time in five (5) days from Monday to Friday inclusive.

Clause 9.—Overtime.

Subclauses (a) (c) and (d):

Delete the words "Forty-four (44) hours" and insert in lieu thereof the words "Forty (40) hours."

Insert a new subclause as follows:—

(f) (i) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(ii) The Union or worker or workers covered by this Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

Clause 18.—Payment for Sickness.

Subclause (a):

Delete the words "one-half day" and insert in lieu thereof the words "one-twelfth (1/12) of a week."

Delete the words "Six (6) days" and insert in lieu thereof "one (1) week."

Clause 21.—Rates.

Delete the whole of the existing clause and insert in lieu thereof the following:—

21.—Rates.

Pieceworkers:	Rates per 100
(a) Solo system—	£ s. d.
For slaughtering and dressing woolly sheep	3 5 8
Sheep or lambs	2 7 10
Rams and ram stags	4 15 8
Old rams, lambs (after 1st August) other than spring lambs	4 15 8
Dead sheep (skinning) 11d. per head.	
(b) Chain system—	
Group A—	
Comprising the men engaged in catching, sticking and shackling ..	0 4 6
Group B—	
Comprising the men engaged in skinning hind legs, and removing hind trotters, placing long hooks and removing shackles, inserting spreaders, skinning forelegs, removing tongues and sweetbreads, tying weasands, punching briskets, splitting skins, removing front trotters, flanking out and thumbing up, clearing tail and rectum gut, punching off skins, scalping and removing heads, gutting, removing pluck and trimming neck and splitting down briskets	2 8 6
Provided, however, that in any case where a worker is engaged by his employer for the sole purpose of inserting spreaders such worker shall not be deemed a member of the group.	
(c) The foregoing operations shall be performed as determined from time to time by the management.	
(d) When one team only is employed the composite rate of £2 13s. per hundred (100) will be divided equally amongst the team, namely, those workers employed in Groups A and B.	
(e) When two or more teams are employed, those employed in Group A, namely, catchers, stickers, and shacklers shall divide four shillings and six pence (4s. 6d.) per hundred (100) between them and the balance, namely, two pounds eight shillings and six pence (£2 8s. 6d.) per hundred (100) shall be divided equally between the workers employed in Group B.	
(f) Subject to clause 17 a worker working under any system of payment by results shall receive at least the daily proportion of the ruling basic wage for each day so worked, provided that the employer shall be free to occupy him at other work in which case the rates for such work shall apply.	

Clause 22.—Waiting Time.

Delete the words and figure "three shillings (3s.)" and insert in lieu thereof the words and figures "three shillings and four pence (3s. 4d.)."

Clause 25.—Attendants to Slaughtermen.

Subclause (a):

Delete the heading "Margin per day of 8 hours" and insert in lieu thereof "Margin per day of 7 hours twenty (20) minutes."

Subclause (b):

Delete the whole of the existing clause and insert in lieu thereof the following:—

The daily rates are prescribed for a day of seven (7) hours twenty (20) minutes hence the rates for Saturday shall be half the daily rates as set forth.

Clause 29.—Cold Storage.

Subclause (a):

Delete the existing heading of "Margin per day of 8 hours" of the Wages Schedule, and insert in lieu thereof "Margin per day of seven (7) hours twenty (20) minutes."

Insert the following new paragraph in this subclause:—

The daily rates are prescribed for a day of seven (7) hours twenty (20) minutes hence the rates for Saturday shall be half the daily rates as set forth.

These amendments shall come into operation as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (129) of 1947.

Between Coastal Dock, Rivers and Harbour Works Union of Workers, Applicant, and The Hon. Minister for Works, Respondent.

HAVING heard Mr. W. Glasson on behalf of the applicant and Mr. C. A. Reeve on behalf of the respondent and by consent the Court, in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 19 of 1928, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 15th day of December, 1947.

By the Court,

(L.S.)

(Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 2.—Engagement and Dismissal

Delete figures "(44)" appearing in line seven and insert figures "(40)" in lieu thereof.

Clause 4.—Hours.

Delete subclause (a) and insert in lieu thereof:—

(a) (1) Except where otherwise provided, the ordinary working hours for employees other than those who may be required to work seven (7) days per week shall not exceed eight (8) hours from Monday to Friday inclusive.

(2) The employer (or respondent to this award) may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(3) The Union or worker or workers covered by this award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(4) This subclause shall remain in operation until otherwise determined by the Court.

Delete subclause (b).

These amendments shall come into force as from the beginning of the first pay period to commence in January, 1948.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (30) of 1947.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant, and Perth and Suburban Bread Manufacturers' Industrial Union of Employers of Western Australia, Respondent.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent and by consent the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 6 of 1945, be and the same is hereby amended in the manner following:—

3.—Hours.

Delete this Clause and insert in lieu thereof the following:—

Forty (40) hours of labour, inclusive of the time necessary for stabling and loading, but exclusive of the time occupied for meals, shall constitute a week's work: Provided that, in any week where there is a

holiday, the hours of duty shall be thirty-three (33) hours and twenty (20) minutes, and in any week where there are two (2) holidays twenty-six (26) hours and forty (40) minutes shall constitute a week's work: Provided also that any hours worked on any day or days to make up the hours of duty in any week shall be worked in a continuous shift.

4.—Overtime.

Delete this Clause and insert in lieu thereof the following:—

All overtime shall stand alone and be paid for in addition to the ordinary wage, at the rate of time and a quarter for the first two (2) hours and time and a half thereafter.

Overtime shall be paid for all time of duty:—

(a) in excess of the hours prescribed in Clause 3; or

(b) after eight (8) hours on any one day; or

(c) before the prescribed starting time or after the prescribed finishing time.

Notwithstanding anything contained herein—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

17.—Payment for Sickness, Etc.

Delete this Clause and insert in lieu thereof the following:—

A worker other than a casual hand shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 60 (32) of 1947.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant and Albany Aerated Water Factory and others, Respondents.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondents and by consent the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 24 of 1946, be and the same is hereby amended in the manner following:—

6.—Hours.

Delete subclauses (a) and (d) of this clause and substitute in lieu thereof the following:—

(a) The hours of duty shall be forty (40) per week.

(d) The working hours for night washers shall be six (6) shifts of six (6) hours forty (40) minutes each per week or five (5) shifts of eight (8) hours each per week.

10.—Overtime.

Delete this clause and substitute in lieu thereof the following:—

All overtime shall stand alone and shall be paid for, in addition to the ordinary weekly or casual wage, at the rate of time and a quarter for the first two (2) hours and time and a half thereafter. In the case of juniors, under eighteen (18) years of age, overtime shall be paid at the rate of time and a half.

Overtime shall be paid for all time of duty:—

(a) before the prescribed starting time, or after the prescribed finishing time; or

(b) except as provided by (c) hereof, after eight (8) hours on Monday to Fridays, inclusive, and (except in the case of night washers), four (4) hours on Saturdays; or

(c) in the case of ice and/or ice cream carters after nine (9) hours on Mondays to Fridays, inclusive, and four (4) hours on Saturdays; or

(d) Notwithstanding anything contained in (b) or (c) hereof, in the case of five (5) day week workers after nine (9) hours on Mondays to Fridays, inclusive and for all time of duty on Saturdays, or,

(e) in excess of the hours prescribed in clause 6.

Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

23.—General.

Delete subclause (m) (i) of this clause and substitute in lieu thereof the following:—

(m) (i) A worker other than a casual hand shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

This order shall operate from the beginning of the first pay period to commence in January, 1948.

Dated at Perth this 23rd day of December, 1947.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

THE ASSOCIATIONS INCORPORATION ACT,
1895-1947.

I, ARTHUR JACK BISHOP, of 430 Canning Highway, Como, in the State of Western Australia, Accountant, Secretary-Treasurer of the City of Perth Concert Artists (Incorporated) the person hereunto authorised by the said Society, do hereby give notice that I am desirous that such Society should be incorporated under the provisions of the Associations Incorporation Act, 1895-1947.

ARTHUR J. BISHOP.

The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act:—

Memorial of The City of Perth Concert Artists filed in pursuance of the Associations Incorporation Act, 1895-1947.

1. The name of the Association shall be the City of Perth Concert Artists (Incorporated).

2. The objects of the Society are to encourage and foster music, dramatic art and culture and the love of the theatre and drama generally in the State of Western Australia.

3. The said Society shall be established and situate at 97 St. George's Terrace, Perth.

4. The management of the Society is vested by its Constitution in an Executive Committee which is constituted as follows:—Patron and vice-patrons, president, two vice-presidents, secretary-treasurer (combined), four members.

ARTHUR JACK BISHOP,
430 Canning Highway, Como,
Secretary-Treasurer.

Lavan, Walsh and Smith, 29 Barrack Street, Perth,
Solicitors for above Society.

THE ASSOCIATIONS INCORPORATION ACT, 1895.
WE, Neville Joseph Wynne, of 112 Loftus Street, Leederville, and Geoffrey Richard Higginson, of 22 Paddington Street, North Perth, Trustees of or persons hereunto authorised by The Gliding Club of Western Australia do hereby give notice that we are desirous that such institution should be incorporated under the provisions of the Associations Incorporation Act, 1895.

N. J. WYNNE.
G. R. HIGGINSON.

The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act.

Memorial of The Gliding Club of Western Australia filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of Institution: The Gliding Club of Western Australia.

2. Object or purpose of the Institution:—To foster and advance the art of air gliding and soaring in the State of Western Australia.

3. Where situated or established—244 Rokeby Road, Subiaco.

4. The name or names of the Trustee or Trustees:—Neville Joseph Wynne and Geoffrey Richard Higginson.

5. In whom the management of the Institution is vested and by what means.—In a Committee of Management and by the Rules.

Parker & Parker, of 21 Howard Street, Perth, Solicitors for the Association.

THE PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership hitherto subsisting between Mary Ann Rankin and George Alfred Manning, of Coorow, Farmers, under the firm name of Lannam & Co. was dissolved by mutual consent as from the first day of July, 1947.

The said business will henceforth be carried on by the said George Alfred Manning and Alfred Howard Manning under the firm name of Manning & Son.

Dated this 6th day of May, 1948.

M. A. RANKIN.

Signed by the said Mary Ann Rankin
in the presence of—A. R. Smith.

G. A. MANNING.

Signed by the said George Alfred
Manning in the presence of—N. M.
James.

A. H. MANNING.

Signed by the said Alfred Howard
Manning in the presence of—
N. M. James.

Parker & Parker, Solicitors for the Parties, 21 Howard Street, Perth.

PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership existing between Joseph Thaddius Sheehan, Leonard Ambrose Sheehan, Patrick Francis Sheehan, Maurice Sheehan, Brian Gerald Sheehan and James Sheehan, all of Cunderdin, Farmers, under the style or firm name of "Sheehan Bros." was dissolved by mutual consent on the

28th day of February, 1948. The said Partnership has ceased business and the assets have been divided between the Partners, and any liabilities not paid will be paid jointly by all the parties who constituted the Partnership.

Dated this 14th day of April, 1948.

J. T. SHEEHAN.

Signed by the said Joseph Thaddius Sheehan, in the presence
of—

H. Guthrie, Solicitor, Perth.

L. A. SHEEHAN.

Signed by the said Leonard Ambrose Sheehan, in the presence
of—

F. J. Barratt, C.D.

P. F. SHEEHAN.

Signed by the said Patrick Francis Sheehan, in the presence
of—

F. J. Barratt, C.D.

M. SHEEHAN.

Signed by the said Maurice Sheehan, in the presence of—

F. J. Barratt, C.D.

B. G. SHEEHAN.

Signed by the said Brian Gerald Sheehan, in the presence of—

F. J. Barratt, C.D.

JAMES SHEEHAN.

Signed by the said James Sheehan,
in the presence of—

F. J. Barratt, C.D.

Lohrmann, Tindal & Guthrie, 89 St. George's Terrace, Perth, Solicitors for the parties.

COMPANIES ACT, 1943-1947.

Notice of Intention to Cease Business in
Western Australia.

Empire Art Company Limited.

NOTICE is hereby given that Empire Art Company Limited, a Company registered under Part XI. of the Companies Act, 1943-1947, and having its registered office at the offices of McLaren & Stewart, First Floor, English, Scottish and Australian Bank Chambers, St. George's Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 1st day of August, 1948.

Dated this 30th day of April, 1948.

A. J. McLAREN,
Attorney.

McLaren & Stewart, English, Scottish & Australian Bank Chambers, St. George's Terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947.

NOTICE is hereby given that pursuant to sections 402 and 405 of the abovenamed Act, the undermentioned persons have been registered on the date specified as qualified to act (a) as Auditor and Liquidator of Companies:—

Raymond Allan Hoeking, of Centenary Buildings, William Street, Fremantle, Chartered Accountant (Australia); date of registration—10th May 1948.

Herbert William Soothill, c/o. Merry & Merry, 44 St. George's Terrace, Perth, Chartered Accountant (Aust.); date of registration—10th May, 1948.

Francis Alexander Jones, of No. 165 High Street, Fremantle, Chartered Accountant (Aust.); date of registration—14th May, 1948.

(b) As Auditor of Companies:—

Samson Simpson, of 36 Throssell Street, Collie, Sworn Valuator and Public Accountant; date of registration—10th May, 1948.

Dated the 18th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT,
1943-1947.

(Section 296, Subsection 5.)

NOTICE is hereby given that the names of the under-mentioned companies have been struck off the register of companies and the said companies are dissolved as from the date hereof.

49/15—V. K. Jones & Co. Limited.

42/15—James Gardiner Limited.

52/17—Woodanilling Farmers' Co-operative Company Limited.

118/20—Yandil Pastoral Company Limited.

16/23—Wyalkatchem Investment Company Limited.

73/32—Walkers Limited.

129/34—Coogee Spearwood Omnibuses Company Limited.

120/35—Coburn Pastoral Company Limited.

153/35—Spencer Furniture Manufacturing Company Limited.

46/38—Health & Beauty Clinic Limited.

56/38—South West Finance Company Limited.

Dated this 21st day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

COMPANIES ACT, 1943-1947.

Notice of Change of Company Name.

Imperial Printing Company Limited.

NOTICE is hereby given that Imperial Printing Company Limited has, by a Special Resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Imperial Printing Coy. Pty. Ltd.

Dated the 12th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

COMPANIES ACT, 1943-1947.

Form No. 22.

Notice of Change of Company Name.
Section 30 (5).

Mount Phillip Station Pty. Limited.

NOTICE is hereby given that Mount Phillips Station Limited has, by a Special Resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Mount Phillip Station Pty. Limited.

Dated the 12th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

COMPANIES ACT, 1943-1947.

Notice of Change of Company Name.
Section 30 (5).

NOTICE is hereby given that L. H. Deagne and Company 1941 Limited has, by a Special Resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to L. H. Deagne and Company Pty. Limited.

Dated the 14th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

Western Australia.

THE COMPANIES ACT, 1943-1947.

Notice of Change of Company Name.

NOTICE is hereby given that Aqua Proofing Company Limited has, by a Special Resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Aqua Proofing Pty. Limited.

Dated the 7th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.
Joseph, Muir and Williams, Solicitors, Victoria House,
St. George's Terrace, Perth, Solicitors for the Com-
pany.

COMPANIES ACT, 1943-1947.

Notice of Change of Company Name.
Section 30 (5).

NOTICE is hereby given that Killerbys Stores Limited has, by a Special Resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Killerbys Pty. Ltd.

Dated the 13th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

COMPANIES ACT, 1943-1947.

Notice of Change of Company's Name.
Pursuant to section 30 (5).

NOTICE is hereby given that A. J. Langford Limited has by a Special Resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to A. J. Langford Pty. Ltd.

Dated the 7th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT,
1943-1947.

And in the Matter of Dean & Peirce Proprietary Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a limited company, has this day been issued to Dean & Peirce Proprietary Limited.

Dated this 13th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1947.

And in the Matter of Gilrog Plumbing Co. Pty. Ltd. NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a limited Company, has this day been issued to Gilrog Plumbing Co. Pty. Ltd.

Dated this 13th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1947.

And in the Matter of Charles Edmonds Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a limited company, has this day been issued to Charles Edmonds Pty. Ltd.

Dated this 14th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1947.

And in the Matter of East Kimberley Pastoral Proprietary Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a limited Company, has this day been issued to East Kimberley Pastoral Proprietary Limited.

Dated this 12th day of May, 1948.

E. LAWSON TURNBULL,
Acting Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

COMPANIES ACT, 1943-1947.

Notice of Increase in Share Capital beyond the Registered Capital.

Pursuant to Section 66.

J. Hawkins & Son Pty. Limited.

1. J. HAWKINS & SON PTY. LIMITED hereby gives notice that by a resolution of the Company passed on the 12th day of April, 1948, the nominal share capital of the Company was increased by the addition thereto of the sum of five thousand pounds, divided into five thousand shares of one pound each, beyond the registered capital of five thousand pounds.

2. The additional capital is divided as follows:—Number of shares—Five thousand; class of shares—ordinary; nominal amount of each share—one pound.

3. The conditions subject to which the new shares are to be issued are as follows:—The same as those attaching to the ordinary shares of the Company under its Memorandum and Articles of Association.

Dated this 30th day of April, 1948.

J. B. HAWKINS (jmn.),
Director.

THE COMPANIES ACT, 1943-1947.

Section 330 (4).

Perpetual Trustee Company (Limited).

NOTICE is hereby given that the Registered Office in Western Australia of the abovenamed Company, which is incorporated in New South Wales, is situate at W.A. Trustee Buildings, St. George's Terrace, Perth, and that the days and hours during which it is accessible to the public are from Monday to Friday, 9 a.m. to 1 p.m. and 2 p.m. to 5 p.m.

Dated this 12th day of May, 1948.

PARKER & PARKER,
Solicitors,
21 Howard Street, Perth.

COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office and of the Days and Hours Such Office is Accessible to the Public.

Pursuant to Section 99 (4).

Minnimooka Limited.

NOTICE is hereby given that the Registered Office of Minnimooka Limited was, on the 1st day of April, 1948, changed to and is now situated at 145 Marine Terrace, Geraldton, and that the days and hours during which such office is accessible to the public are, as from the 1st day of April, 1948, as follows:—Mondays to Fridays inclusive from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 28th day of April, 1948.

C. KAVANAGH,
Secretary.

Wheatley & Sons, Occidental House, 49 St. George's Terrace, Perth, Solicitors.

COMPANIES ACT, 1943-1947.

Notice of Increase in Share Capital beyond the Registered Capital.

Pursuant to Section 66.

Killerbys Pty. Ltd.

1. KILLERBYS PTY. LTD. hereby gives notice that by a resolution of the Company passed on the 23rd day of April, 1948, the nominal share capital of the Company was increased by the addition thereto of the sum of twenty-five thousand pounds divided into twenty-five thousand shares of one pound each beyond the registered capital of twenty-five thousand pounds.

2. The additional capital is divided as follows:—Number of shares—twenty-five thousand; class of shares—ordinary; nominal amount of each share—one pound.

3. The conditions subject to which the new shares are to be issued are as follows:—The same as those attaching to the ordinary shares of the Company under its Memorandum and Articles of Association.

Dated this tenth day of May, 1948.

B. K. KILLERBY,
Director.

HILL 50 GOLD MINE NO LIABILITY.

Notice of Second Call.

NOTICE is hereby given that the Second Call of one shilling (1s.) per share has this day been made by the Board in accordance with the terms of the Company's prospectus and articles of association upon the contributing shares in the capital of the Company, thereby making such shares fully paid up to 4s. per share.

The above Call is payable at the Registered Office of the Company, c/o A. E. Weston, Aspinall & Co., E.S. & A. Bank Chambers, St. George's Terrace, Perth, on Wednesday, 9th June, 1948.

Please note that exchange must be added to country or interstate remittances.

By order of the Board,

14th May, 1948.

W. E. ASPINALL,
Secretary.

COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office and of the Days and Hours such Office is Accessible to the Public.

Pursuant to Section 99 (4).

Geraldton Finance Company Limited.

NOTICE is hereby given that the Registered Office of Geraldton Finance Company Limited was, on the 1st day of April, 1948, changed to and is now situated at 145 Marine Terrace, Geraldton, and that the days and hours during which such office is accessible to the public are, as from the 1st day of April, 1948, as follows:—Mondays to Fridays, inclusive, from 9 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 28th day of April, 1948.

C. KAVANAGH,
Secretary.

Wheatley & Sons, Occidental House, 49 St. George's Terrace, Perth, Solicitors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ellen Elizabeth McMahon, late of 8 New Bond Street, Midland Junction, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor, The West Australian Trustee, Executor & Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated the 14th day of May, 1948.

S. E. TIPPETT.

This notice is given by S. E. Tippet, of 104 St. George's Terrace, Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Evelyn Daisy Alexander, late of 9 Lanark Street, Mount Lawley, in the State of Western Australia, Married Woman, deceased.

ALL persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor & Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated this 17th day of May, 1948.

PHILIP SIDNEY DURSTON,
105 St. George's Terrace, Perth,
Solicitor for the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Louise Edith Cash (sometimes known as Louisa Edith Cash), late of 49 Second Avenue, Mount Lawley, in the State of Western Australia, Married Woman, deceased, intestate.

Notice to Creditors.

ALL creditors and other persons having any claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Administrator, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated this 12th day of May, 1948.

CURRAN & CORSE,
36-39 Fadbury Buildings, Forrest
Place, Perth, Solicitors for the
Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Annie Grimini Lavender, late of "Rose Hill," via Williams, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased must send full particulars thereof in writing to the Executor, care of the undermentioned Solicitors on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which he shall then have had notice.

Dated this 11th day of May, 1948.

JOSEPH, MUIR & WILLIAMS,
Agents for Bird & Williams, 15
Fortune Street, Narrogin, Soli-
citors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Daniel Scanlan, late of No. 1 Little Howard Street, Fremantle, in the State of Western Australia, Retired Miner, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are requested to send in particulars thereof in writing to the Administrator with the Will annexed, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Administrator with the Will annexed will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 14th day of May, 1948.

FRANK UNMACK & CULLEN,
Solicitors for the Administrator,
20 Queen Street, Fremantle.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ellen May Halliday, formerly of 24 Parkenham Street, Mount Lawley, in the State of Western Australia, but late of 16 South Lane, South Fremantle, in the said State, Married Woman, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the

said Executor will proceed to distribute the assets of the said deceased amongst the parties entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 13th day of May, 1948.

RALPH J. STODDART,
of Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will of George Fraser Dun, late of Roebourne, in the State of Western Australia, Station Manager, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 5th day of July, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 17th day of May, 1948.

ABBOTT & ABBOTT,
of Commercial Bank Chambers, 42
St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and one Codicil thereto of Martha May Garner Hannah, formerly of 7 Croydon Street, West Subiaco, but late of 17 Lillian Street, Cottesloe, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are required to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 12th day of May, 1948.

STONE, JAMES & CO.,
47 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Georg Josef Schaffner, late of King River, via Albany, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Co. Ltd., of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have received notice.

Dated this 10th day of May, 1948.

ROBINSON COX & CO.,
Solicitors, 20 Howard Street, Perth,
Agents for Hudson, Henning &
Goodman, Albany, Solicitors for
the Executor, The West Australia-
lian Trustee, Executor & Agency
Co. Ltd.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Arthur Ernest Hartley, late of 257 Egan Street, Kalgoorlie, in the State of Western Australia, Retired Engine Fitter, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have received notice.

Dated this 13th day of May, 1948.

ROBINSON, COX, McDONALD & LOUCH,
20 Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Samuel Thomas Lloyd, late of Toodyay, in the State of Western Australia, Railway Employee, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 21st day of June, 1948, after which date the said Executor will proceed to distribute the assets of the deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 17th day of May, 1948.

STONE, JAMES & CO.,
of 47 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to the Public Trustee in writing on or before the 18th day of June, 1948, after which date the Public Trustee will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which the Public Trustee shall then have had notice.

Dated at Perth the 19th day of May, 1948.

J. H. GLYNN,
Public Trustee,
A.N.A. House, St. George's Terrace, Perth.

Name, Occupation, Address, Date of Death.

Miller, James Keith; Presbyterian Minister; formerly of Paddington, near Sydney, in the State of New South Wales, but late of 16 Queen's Parade, Burwood, in the State of Victoria; 23/12/1941.

Ing, Walter Henry; Retired Railway Employee; late of 143 Hay Street, Subiaco; 19/3/1948.

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