



# Government Gazette

OF

## WESTERN AUSTRALIA.

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No. 12.]

PERTH : FRIDAY, MARCH 4.

[1949.

The Fisheries Act, 1905-1947.

### 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  
JAMES MITCHELL, } George, Governor in and over the State of  
Governor. } Western Australia and its Dependencies in the  
[L.S.] } Commonwealth of Australia.

F.D. 691/33, Ex. Co. 414.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1947, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto from March 2, 1949, until March 1, 1952.

### Schedule.

Harvey Weir—The whole of the waters of the Harvey Weir.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of February, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1948.

### 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  
JAMES MITCHELL, } George, Governor in and over the State of  
Governor. } Western Australia and its Dependencies in the  
[L.S.] } Commonwealth of Australia.

F.D. 206/48, Ex. Co. No. 440.

IN pursuance of the provisions of section 9 of the Fisheries Act, 1905-1948, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any species of crayfish, by means of craypots, in the whole of that portion of Western Australian waters specified in the Schedule hereto, from March 15 to August 31, 1949, both days inclusive.

### Schedule.

The whole of that part of Western Australian waters enclosed by a line drawn from Six Island to Five Island in the Pelsart Group of Houtman's Abrolhos, thence South-West from the South-Westernmost extremity to Five Island to the reef running generally North-Westerly on the Westernmost side of the said Group, thence generally North-Westerly along that reef to a point due West of the Westernmost extremity of Six Island, thence from that point to the said extremity, and thence along the foreshore of such island to the point of commencement.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of February, 1949.

By His Excellency's Command,

ROSS McDONALD,  
Acting Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1948.

### 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  
JAMES MITCHELL, } George, Governor in and over the State of  
Governor. } Western Australia and its Dependencies in the  
[L.S.] } Commonwealth of Australia.

F.D. 21/46, Ex. Co. No. 413.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1948, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto for a period of three years as from March 9, 1949, until March 8, 1952.

## Schedule.

Hotham River—The whole of the waters of the Hotham River.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of February, 1949.

By His Excellency's Command,

A. V. R. ABBOTT,

Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Shipping and Pilotage Consolidation Ordinance, 1855.

## 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, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.  
JAMES MITCHELL,  
Governor.  
[L.S.]

C.S.D. 224/36.

WHEREAS it is provided by section 2 of the Shipping and Pilotage Consolidation Ordinance, 1855, that the Governor may by Proclamation from time to time frame, alter, amend, or repeal rules and regulations to be observed by all masters and commanders of all ships or vessels in any of the ports or harbours of Western Australia, provided that all such rules and regulations shall be promulgated by Proclamation in the *Government Gazette* at least one month before the same shall take effect, at the expiration of which time the same shall be in full force and effect; and whereas the Governor did by Proclamation published in the *Government Gazette* of the 16th day of November, 1917, make regulations under and for the purposes of the said ordinance and from time to time thereafter by Proclamation published in the *Government Gazette* amend the aforesaid regulations: Now, therefore, I, the said Governor, with the advice and consent of the Executive Council, do hereby amend the aforesaid regulations in the manner mentioned in the Schedule hereto; and further, I, the said Governor, do declare that this Proclamation shall come into force at the expiration of one month from the date of publication of this Proclamation in the *Government Gazette*.

By His Excellency's Command,

H. S. W. PARKER,

Chief Secretary.

GOD SAVE THE KING ! ! !

## Schedule.

The abovementioned regulations are amended by inserting a new sub-heading and new regulations after regulation 12 as follows:—

Conditions to be Observed by Masters of Vessels requiring Pilotage.

12A. Masters of vessels approaching any port where pilotage is provided, and requiring the services of a pilot shall—

(a) lay to on the pilot boarding ground in such a manner as to provide the best possible lee;

(b) provide on the lee side a pilot ladder fitted with spreaders and a man rope on either side of the ladder made fast to the vessel quite independent of the ladder, such ladder to be suitably lighted at night;

(c) in ships of high structure, in which gangway doors are fitted, one such door to be opened and the pilot ladder rigged thereto;

(d) provide a suitable boat rope in such a manner that the forward end is fast well forward of the ladder in readiness to be released when the pilot vessel has secured the boat rope;

(e) arrange for all snappers, sanitary and other refuse outlets in the vicinity of the pilot ladder to be closed.

12B. Facilities similar to those in the foregoing regulation shall be provided by masters of departing vessels for the disembarkation of a pilot.

## 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, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.  
JAMES MITCHELL,  
Governor.  
[L.S.]

Corr. No. 1403/47.

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 Sussex Locations 1928 and 1929 as registered in Certificate of Title, Volume 1036, Folio 915: Now, therefore I, the Governor with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Sussex Location 1928 and 1929 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of February, 1949.

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, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.  
JAMES MITCHELL,  
Governor.  
[L.S.]

Corr. No. 2445/26.

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 Younegin Lot 4 as registered in Certificate of Title, Volume 1113, Folio 358: Now, therefore I, the Governor, with the advice and consent of the Executive Council do by this Proclamation revest in His Majesty, his heirs and successors Younegin Lot 4 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of February, 1949.

By His Excellency's Command,

(Sgd.) L. THORN,

Minister for Lands.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1948.

## 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, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.  
JAMES MITCHELL,  
Governor.  
[L.S.]

F. and S. 116/48, Ex. Co. 505.

WHEREAS it is enacted by section 116 of the Factories and Shops Act, 1920-1948, 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 Governor, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Labour Day, Monday, the 7th day of March, 1949, shall be a public holiday throughout the State for the purposes of section 116 of the Factories and Shops Act, 1920-1948, 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 2nd day of March, 1949.

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 Chambers at Perth this 23rd day of February, 1949, the following Orders in Council were authorised to be issued:—

The Constitution Act, 1889.

ORDER IN COUNCIL.

Corres. 3044/11.

WHEREAS the enactment contained in section 74 of the Constitution Act, 1889, by which the appointment of all public offices under the Government of the State is vested in the Governor in Council, does not apply to minor appointments which by Order in Council are vested in heads of departments or other officers or persons within the State; and whereas it is desirable that the minor appointments of all persons who are exempt from the provisions of the Public Service Act, 1904, employed by the Department of Lands and Surveys should be vested in Albert Ernest Heagney (Acting Sub-Accountant) during the absence of William Norman Fingland (Sub-Accountant): Now, therefore, His Excellency the Governor in Council by and with the advice of the Executive Council hereby declares that the power of making such minor appointments shall vest and same is hereby vested in Albert Ernest Heagney accordingly.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 4350/48.

WHEREAS by section 33 of the Land Act, 1933-1948, 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. 22893 at Collie should vest in and be held by the Municipal Council of Collie in trust for Municipal Purposes: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council doth hereby direct that the before-mentioned reserve shall vest in and be held by the Municipal Council of Collie in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 739/49.

WHEREAS by section 33 of the Land Act, 1933-1948, 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. 22901 should vest in and be held by the Halls Creek Road Board in trust for the purpose of Road Board Purposes: Now, therefore, His Excellency the 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 Halls Creek Road Board in trust for the purposes aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

Constitution Act, 1889.

ORDER IN COUNCIL.

F.D. 1571/32.

WHEREAS the enactment contained in section 74 of the Constitution Act, 1889, whereby the appointment of all public officers under the Government of the State is vested in the Governor in Council, does not apply to minor appointments which by Act of Legislature or by Order in Council may be vested in the heads of departments or other officers or persons within the State; and

whereas it is desirable that the appointment of persons as employees of the Forests Department and its branches at a daily or weekly rate of wages should be vested in Mr. John Lancelot d'Espeissis or any person appointed to temporarily act in place of such officer: Now therefore, His Excellency the Governor by and with the advice of the Executive Council hereby vests in Mr. John Lancelot d'Espeissis and any person appointed to temporarily act in place of such officer the appointment of persons as employees of the Forests Department and its branches at a daily or weekly rate of wages.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

The Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 352/48.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works; and whereas the preliminary requirements of the said Act have been complied with, and plans, sections and estimates in respect of the works herein-after mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage.  
Cottesloe District.

Reticulation Area No. 13, Parts 1 and 2.

Pneumatic ejector station with 4-inch diameter rising main, 9-inch, 6-inch and 4-inch diameter reticulation pipe sewers with manholes and other apparatus connected therewith, between Marmion Street and Servetus Street, and Hooley Street and Balfour Street, as shown in green and blue on Plan M.W.S.S. & D.D., W.A. No. 7237.

This Order in Council shall take effect from the 4th day of March, 1949.

R. H. DOIG,  
Clerk of the Executive Council.

The Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 396/48.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works; and whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works herein-after mentioned have been submitted to and approved by the Governor in Council: Now therefore His Excellency the Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage.  
Cottesloe District.

Reticulation Area No. 22.

A pneumatic ejector station, four inch diameter rising main and six inch and four inch diameter reticulation pipe sewers with manholes and other apparatus connected therewith between Kathleen Street and Lyons Street, and Ackland Way and Hawkestone Street, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 7245.

This Order in Council shall take effect from the 4th day of March, 1949.

R. H. DOIG,  
Clerk of the Executive Council.

## Road Districts Act, 1919-1947.

Wongan-Ballidu and Dowerin Road Districts.  
Adjustment of Accounts.

## ORDER IN COUNCIL.

P.W. 1172/34.

WHEREAS by Order in Council made under section 8 of the Road Districts Act, 1919-1947, and published in the *Government Gazette* on the 14th day of November, 1947, portion of the Wongan-Ballidu Road District as described in the Schedule to the said Order in Council was severed from that district and annexed to the Mannamanning Ward of the Dowerin Road District: Now therefore, for the purpose of adjusting accounts between the Road Boards concerned and in exercise of the powers under section 10 of the said Act, the Governor, acting with the advice and consent of the Executive Council doth hereby apportion and allocate the rates outstanding in respect of that former portion aforesaid of the Wongan-Ballidu Road District by ordering and declaring that the Wongan-Ballidu Road Board shall transfer to the Dowerin Road Board a proportion of outstanding rates as follows:—

Road Rates—£24 0s. 8d.

Loan Rates—£5 18s. 5d.

Vermis Rates—£1 9s. 7d.

Total—£31 8s. 8d.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

## ORDER IN COUNCIL.

Corres. 1048/11.

WHEREAS the enactment contained in section 74 of the Constitution Act, 1889, whereby the appointment of all public officers under the Government of the State is vested in the Governor in Council, does not apply to minor appointments which, by Order in Council, are vested in Heads of Departments or other officers or persons within the State; and whereas it is desirable that the appointment of foremen and all other persons employed at a daily rate of wage on works under the control of the Department of Agriculture should be vested in Alfred Richard Tomlinson: Now therefore, His Excellency the Governor by and with the advice of the Executive Council hereby vests in Alfred Richard Tomlinson and any person temporarily appointed to act in the place of such officer, the appointment of foremen and all other persons employed on such works at a daily rate of wages.

R. H. DOIG,  
Clerk of the Executive Council.

## JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 2nd March, 1949.

IT is hereby notified, for public information, that His Excellency the Governor in Council has been pleased to approve of the following appointments to the Commission of the Peace:—

Honourable William Reaper Hall, M.L.C., of 11 Archdeacon Street, Nedlands, as a Justice of the Peace for the Perth Magisterial District.

Gerald Ernest Lionel Wrench, Esquire, of 2 Victoria Avenue, Claremont (formerly of Beverley), as a Justice of the Peace for the Perth Magisterial District, in lieu of the Avon Magisterial District.

## EX OFFICIO JUSTICE OF THE PEACE.

IT is hereby notified, for public information, that Douglas Joseph Duraek Davidson, Esquire, of Wyndham, Chairman of the Wyndham Road Board, has been appointed a Justice of the Peace for the East Kimberley Magisterial District during his term of office as Chairman of the Board.

R. H. DOIG,  
Under Secretary, Premier's Department.

## THE AUDIT ACT, 1904.

The Treasury,  
Perth, 2nd March, 1949.

THE following appointments have been approved:—

Certifying Officers—T. 56/45—Mr. K. L. Denison, for the Railways Department from the 3rd February, 1949, and the appointment of Messrs. L. McKenna and J. R. Smith have been cancelled from the 3rd January, 1949, and 25th January, 1949, respectively.

Authorising Officers—T. 56/45—Messrs. F. T. Flinn and H. E. Webb, for the Railways Department from the 3rd February, 1949.

Receiver of Revenue—T. 215/48—Mr. J. M. Greer, for the Metropolitan Water Supply and Drainage Department, as from the 24th January, 1949, and not Mr. J. M. Greer as previously published.

A. J. REID,  
Under Treasurer.

## SUPERANNUATION AND FAMILY BENEFITS ACT, 1938-1947.

The Treasury,  
Perth, 2nd March, 1949.

Treasury 1198/39 and 243/40, Ex. Co. Nos. 343 and 344.

IT is published, for general information, that His Excellency the Governor has approved, under section 9 of the above Act, of the following appointments (for a period of three years from 1st March, 1949), as Members of the Superannuation Board, viz., Messrs. S. A. Taylor (to be Chairman, in succession to Mr. W. H. C. Bromfield, retired), R. C. Green and E. Huck, the last-named being the elected Representative of the Contributors.

A. J. REID,  
Under Treasurer.

Public Service Commissioner's Office,  
Perth, 2nd March, 1949.

HIS Excellency the Governor in Executive Council has approved of the following appointments:—

Ex. Co. 431, P.S.C. 6/49—A. B. Stannard, Clerk, Department of Labour, to be Industrial Officer, Class C-II-3/4, as from 23rd February, 1949.

Ex. Co. 431, P.S.C. 278/46—Beryl Evelyn Cartmel, under section 28 of the Public Service Act, to be Junior Accounting Machinist, Metropolitan Water Supply Department, as from 10th March, 1948.

Ex. Co. 363—A. L. Day, Junior Clerk, Kalgoorlie, Mines Department, to be Clerk, Mount Magnet, Class C-IV., as from 23rd February, 1949.

Ex. Co. 333—T. M. Byrth, G. Doig and R. S. Doust, under section 29 of the Public Service Act, to be Clerk, Plant Workshops, East Perth, Clerk, Electrical Stores, Plant Workshops, East Perth, and Clerk in Charge, State Engineering Works, North Fremantle, Public Works Department, respectively, as from 1st February, 1948.

Ex. Co. 431, P.S.C. 947/48—J. Chandler, Clerk, Education Department, to be Clerk, Records Branch, Class C-II-8, as from 23rd February, 1949.

Ex. Co. 431, P.S.C. 957/48—N. Wright, Inspector of Weights and Measures, Grade I., Police Department, to be Senior Inspector of Weights and Measures, Class G-II-4/5, as from 23rd February, 1949.

Also of the following reclassification:—

Item 385, Clerk, Lands and Surveys Department, Class C-II-7, occupied by E. B. Ritchie, to Clerk, Assistant to Under Secretary, Class C-II-6, as from 23rd February, 1949.

Also of the following resignations:—

Ex. Co. 363—A. M. Higgins, Typist, Crown Law Department, as from 23rd February, 1949; E. M. Tostevin, Junior Typist, Child Welfare Department, as from 3rd March, 1949; K. E. Bartlett, Junior Clerk, Education Department, as from 31st January, 1949; R. Woodall, Junior Clerk, Public Works Department, as from 25th February, 1949; D. M. O'Neill, Junior Typist, Traffic Branch, Police Department, as from 23rd February, 1949.

Ex. Co. 431—M. Carney, Junior Typist, Traffic Branch, Police Department, as from 23rd February, 1949.

Ex. Co. 431—G. F. Mead, Assistant Inspector of Mines (Ventilation), Mines Department, as from 14th March, 1949; L. H. Taylor, Assistant Inspector of Fisheries, Chief Secretary's Department, as from 27th January, 1949; V. Corney, Draftswoman, Public Works Department, as from 25th February, 1949.

Ex. Co. 250—K. F. Norman, Inspectress, Child Welfare Department, as from 1st January, 1949.

Ex. Co. 435.

IT is hereby notified, for general information, that Thursday, 17th March, 1949, will be observed as a Public Service holiday at Bunbury.

S. A. TAYLOR,  
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Crown Law	Trust Officer, Public Trust Office (Item 1680) ....	Class C-II.-7 Margin £181-£195	1949 12th March.
Do.	Trust Officer, Public Trust Office ....	Class C-II.-8 Margin £139-£167	do.
Do.	Clerk, Property, Public Trust Office (Item 1724) ....	Class C-II.-8 Margin £139-£167 P-I.-14	do.
Mines	Deputy Chief Inspector of Machinery ....	£735-£865	do.
Do.	Clerk (Item 595) ....	Class C-II.-6/7 Margin £181-£237 (Limit £209)	19th March.
Public Health	Laboratory Assistant † ....	Class G-VIII.-1 Margin £85-£125	do.
Mines	Mineralogist and Research Officer (Item 658) † ....	Class P-II.-2/3 Margin £345-£449 (Limit £423)	do.
Crown Law	Cashier, Land Titles Office (Item 1835) ....	Class C-II.-8 Margin £139-£167	do.

†Applications are also called under section 29.

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.

Crown Law Department,  
Perth, 2nd March, 1949.

HIS Excellency the Governor in Executive Council has approved of the undermentioned appointments:—  
Reveyley Elliott Trigwell, as a relieving Clerk of Petty Sessions with power to act as such throughout the State, and as Acting Clerk of the Licensing Court for the Perth, Canning, Claremont and Subiaco Licensing Districts under section 22 of the Licensing Act, 1911-1948, during the absence on annual leave of J. P. McEwan, as from the 21st February, 1949.  
Abraham Thomas, as Clerk of the Local Court and Clerk to Magistrates, York, *vice* George Thomas Mellowship, transferred.  
Francis John Miller, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Narrogin, during the absence on sick and annual leave of Thomas Leishman Brown.  
Abraham Thomas, as Returning Officer and Electoral Registrar for the York Electoral District, as from 11th February, 1949, *vice* G. T. Mellowship, transferred.  
Harry Cullen, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Midland Junction, *vice* Francis John Miller, transferred.  
Reveyley Elliott Trigwell, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Northam, during the absence on annual leave of W. Fellowes.  
Lawrence John Carroll, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Norseman, during the absence on leave of Charles Norman Anzac Taylor.  
Constable Robert Charles Woodley, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Goomalling, during the absence on sick leave of Constable E. D. Nicholson.

Constable S. N. Regan, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Donnybrook, during the absence on long service leave of Constable H. C. Catt.  
Sergeant W. J. Chambers, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Harvey, during the absence on annual leave of Sergeant B. J. Rule.  
Constable Albert Edward McLaughlan, as Acting Clerk of the Local Court, Acting Clerk to Magistrates, Onslow, and Acting Clerk of the Ashburton Court of Session, *vice* Constable R. W. C. Saggars and during the absence on accumulated annual leave of Constable J. E. Scott.  
Constable Ivor Valentine Wells, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Dalwallinu, during the absence on annual leave of Constable E. J. Bayliss.  
Constable J. A. D. Duberly, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Mingenew, during the absence on annual leave of Constable J. T. Simpson.

LICENSING ACT, 1911-1948.  
HIS Excellency the Governor in Executive Council has approved, under section 25 of the Licensing Act, 1911-1948, of a special sitting of the Roebourne Licensing Court to be held at Perth on Monday the 28th day of March, 1949, at 10.30 a.m., for the purpose of hearing the application for a Publican's General License at Wittenoom Gorge, in the Roebourne Licensing District, pursuant to the Provisional Certificate granted on the 6th day of April, 1948.

THE Hon. Attorney General has approved of the undermentioned appointments:—  
Constable Ivor Valentine Wells, as Acting Bailiff of the Dalwallinu Local Court, during the absence on annual leave of Constable E. J. Bayliss.

Constable J. A. D. Duberly, as Acting Bailiff of the Mingenew Local Court, during the absence on annual leave of Constable J. T. Simpson.

Constable William Patrick Doherty, as Bailiff of the Wagin Local Court, *vice* Constable R. W. Box, transferred.

Constable S. N. Regan, as Acting Bailiff of the Donnybrook Local Court, during the absence on long service leave of Constable H. C. Catt.

COURTS OF SESSION ACT, 1921.

BY virtue of the powers conferred upon him by section 18 of the Courts of Session Act, 1921, the Hon. Attorney General has directed that a special sitting of the Gascoyne Court of Sessions be held at Carnarvon on Thursday the 17th day of March, 1949.

DECLARATIONS AND ATTESTATIONS ACT, 1913.  
THE Hon. Attorney General has approved of the under-mentioned appointments of Commissioners for Declarations under the Declarations and Attestations Act, 1913:—Percy Clement William Smith Bignell, Busselton; Wilberforce Launcelot Ives, Inglewood; Lawrence Arthur Kennewell, Kellerberrin; Rolfe Avebury Lindsey, Claremont; Bernard Clement Thornton, Kellerberrin.

H. B. HAYLES,  
Under Secretary for Law.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 55.  
Furniture.

IN pursuance of the powers conferred upon me by the Prices Control Act, 1948, and the Regulations for the time being in force thereunder, I, Constantin Paul Mathea, Prices Control Commissioner under the said Act, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 55.
2. Prices Control Order No. 51 is hereby amended:—  
(i) By inserting as paragraph 2 (a), the following:—

“Definition.

“2 (a) In this Order the expression “Furniture” means furniture of all kinds and descriptions, Domestic Ice Boxes and Domestic Ice Chests”;

(ii) by omitting subparagraph (i) of subparagraph 4 (b) of the Order, and inserting in its stead the following:—

“(i) The cost to the seller by retail of that furniture; or an amount equal to the maximum price fixed in pursuance of the provisions of paragraph 3 of this Order to the manufacturer of such furniture for sales other than by retail of that furniture in a finished, completely fitted and completely manufactured condition, plus Commonwealth Sales Tax paid in relation thereto, whichever is the lesser.”

(iii) by deleting from paragraph 6 of the Order the words appearing in subparagraph (k) of that paragraph, reading:—

“(k) Serial number of docket or invoice issued by the seller by retail in pursuance of paragraph 8 of this Order.”

(iv) by inserting in paragraph 7 of the Order after the word “furniture” where fourthly appearing and after the words “for that furniture,” the words—“and the Serial Entry Number as required to be recorded by that person pursuant to paragraph 6 of this Order”;

(v) by deleting from paragraph 8 of the Order the words—“any person who sells by retail any article of furniture shall deliver with the furniture an invoice or docket containing the following particulars”:—

and inserting in their stead the words—“any person who sells by retail any article of furniture shall supply to the purchaser of such furniture an invoice or docket containing the following particulars:—”

(vi) by deleting from paragraph 8 of the Order the words appearing in subparagraph (e) of that paragraph, reading—“Serial Entry Number;”

Dated at Perth this 4th day of March, 1949.

C. P. MATHEA,  
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 56.

Clothing, Garments, Apparel and Drapery—Sales by Wholesale.

IN pursuance of the powers conferred upon me by the Prices Control Act, 1948, and the Regulations for the time being in force thereunder, I, Constantin Paul Mathea, Prices Control Commissioner under the said Act hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 56.

2. Prices Control Order No. 24 as amended by Prices Control Order No. 33 is hereby further amended—

(a) by deleting from paragraph 4, subparagraph (b) of the definition of “landed cost” the figures “3¼” and inserting in their stead the figures “2½”;

(b) by deleting item 18 from the First Schedule to the Order and inserting in its stead the following—

First Column.	Second Column.	Third Column.
18. Woollen and Worsted Piece Goods— (a) Where sold in lengths greater than 40 yards ....	5	5
(b) Where sold in lengths greater than 20 yards but not greater than 40 yards	10	10
(c) Where sold in lengths not greater than 20 yards	17½	17½

Dated this 4th day of March, 1949.

C. P. MATHEA,  
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 54.

Meat.

IN pursuance of the powers conferred upon me by the Prices Control Act, 1948, and the Regulations for the time being in force thereunder, I, Constantin Paul Mathea, Prices Control Commissioner, under the said Act, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 54.

2. Prices Control Order No. 5 as amended by Prices Control Orders Nos. 13, 19, 31 and 48 is hereby further amended—

(a) by omitting the First Schedule thereto and inserting in its stead the First Schedule to this Order;

(b) by omitting the Third Schedule thereto and inserting in its stead the Second Schedule to this Order.

The First Schedule.

(New Schedule—The First Schedule—Prices Control

Order No. 5 as amended.

Wholesale.

Class of Meat.	Maximum Price per lb. delivered.
Yearling Beef weighing not more than 450 lbs. ....	d. 8½
Ox and Heifer Beef ....	8
Cow Beef ....	7¾
Veal G.A.Q. All weights ....	8
Veal F.A.Q. All weights ....	7½
Veal 3rd Quality ....	6½
Veal Inferior Quality ....	5½
Lamb ....	13
Wether Mutton ....	8½
Ewe Mutton ....	6½

The Second Schedule.

(New Schedule—The Third Schedule—Prices Control Order No. 5 as amended.)

Maximum Retail Prices—South-West Land Division—Kalgoorlie-Boulder-Coolgardie Area.

First Column.	Second Column.	Third Column.
Cut of Meat.	South-West Land Division. Maximum Price per lb.	Kalgoorlie-Boulder-Coolgardie Area. Maximum Price per lb.
	s. d.	s. d.
Beef—		
Fillet .....	2 1	2 2
Rump .....	1 10	1 11
Sirloin Beef .....	1 4	1 5
Sirloin Steak .....	1 9	1 10
Topside .....	1 6	1 7
Round .....	1 4	1 5
Blade .....	1 3	1 4
Chuck .....	1 1	1 2
Gravy Beef .....	1 1	1 2
Silverside .....	1 2	1 3
Rolled Brisket .....	0 11	1 0
Bisket with bone .....	0 10	0 11
Rolled Rib .....	1 3	1 4
Rib with bone .....	1 1	1 2
Sansage Meat .....	0 8	0 8
Sansages .....	0 10	0 11
Mutton—		
Leg, full .....	1 2	1 3
Leg, short .....	1 3	1 4
Shortloin Chops .....	1 3	1 4
Chump Chops .....	1 2	1 3
Cutlets .....	1 2	1 3
Neck .....	0 6	0 7
Shoulder .....	0 8	0 9
Forequarter .....	0 7	0 8
Breast .....	0 4	0 5
Hindquarter .....	1 2	1 3
Lamb—		
Hindquarter .....	1 7	1 8
Leg, full .....	1 7	1 8
Leg, short .....	1 8	1 9
Shortloin Chops .....	1 8	1 9
Chump Chops .....	1 8	1 9
Cutlets .....	1 8	1 9
Neck .....	0 10	1 0
Shoulder .....	1 3	1 5
Forequarter .....	1 1	1 3
Breast .....	0 8	0 10
Veal—		
Leg .....	1 2	1 2
Fillet .....	1 3	1 3
Loin .....	1 1	1 1
Shoulder .....	0 11	0 11
Cutlets .....	1 3	1 3
Forequarter .....	0 9	0 9
Veal Steak .....	1 5	1 5

Dated this 1st day of March, 1949.

C. P. MATHEA,  
Prices Control Commissioner.

Chief Secretary's Office,  
Perth, 23rd February, 1949.

C.S.D. 30/49.

HIS Excellency the Governor in Executive Council has been pleased to appoint Leslie William John Noek to the disciplinary staff of the Prisons Department as Probationary Warder as from the 8th February, 1949.

H. T. STITFOLD,  
Under Secretary.

THE HEALTH ACT, 1911-1944 (CONSOLIDATED).

Department of Public Health,  
Perth, 23rd February, 1949.

Part 1 of P.H. 1801/20.

HIS Excellency the Governor in Executive Council in accordance with section 119 has approved of the setting aside by the Harvey Road Board of all the land described in a notice published in the *Government Gazette* on the 24th December, 1948, being portion of Korijekup Estate (No. 22877) for use as a site for the disposal of rubbish and nightsoil.

C. E. COOK,  
Commissioner of Public Health.

THE HOSPITALS ACT, 1927.

Department of Public Health,  
Perth, 23rd February, 1949.

HIS Excellency the Governor in Council has approved of the following appointments:—

P.H.D. 1322/48.—Mesdames G. R. Shand, I. Fairbrother, Y. G. Temby, F. Luber-Smith, J. Simenson, F. Silbert, R. Blowes, H. Clarke, R. Fuhrmann, E. Carter, R. Golding, D. Milbank, E. Clements, M. Auld and F. Hawke, to be members of the King Edward Memorial Hospital Welfare and Advisory Committee, under the provisions of section 25.

P.H.D. 461/34.—D. S. Hebiton to be a member of the Mullewa District Hospital Board for the period ending 31st July, 1949.

P.H.D. 576/32.—R. J. Slattery to be a member of the Pingelly District Hospital Board for the period ending 31st July, 1949.

P.H.D. 827/33.—J. Bull to be a member of the Southern Cross District Hospital Board for the period ending 31st July, 1950.

Also the cancellation of the following appointments:—

P.H.D. 1322/48.—Mesdames R. Blowes, H. Clarke, F. A. Mansfield, Thickbroom, Temby, Luber-Smith, Simenson, E. Carter, R. Golding and D. Milbank, members of the King Edward Memorial Hospital Welfare and Advisory Committee, under the provisions of section 25.

Also of the acceptance of the following resignations:—

P.H.D. 461/34.—J. Hardwick and Miss M. M. O'Brien, members of the Mullewa District Hospital Board.

P.H.D. 576/32.—E. A. Phillips and Dr. S. Mathews, members of the Pingelly District Hospital Board.

P.H.D. 827/33.—H. R. Turner, member of the Southern Cross District Hospital Board.

H. T. STITFOLD,  
Under Secretary.

THE HEALTH ACT, 1911-1944.

Mingenew Road Board—Resolution.

WHEREAS under the provisions of section 321 of the Health Act, 1911-1944, the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made, by a local health authority under any of the provisions of the Act; and whereas a local authority may of its own motion by resolution adopt the whole or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series "A" have been prepared in accordance with the said section and published in the *Government Gazette* on the 8th day of April, 1927, and amended by notice published in the *Government Gazette* from time to time thereafter; and whereas the said Model By-laws have been reprinted with amendments and published in the *Government Gazette* of the 4th December, 1944, and further amended by notice published in the *Government Gazettes* of 26th January, 1945; 30th November, 1945; 20th December, 1946, and the 24th October, 1947: Now therefore the Mingenev Road Board, being a local health authority within the meaning of the Act, doth hereby resolve and determine that the said Model By-laws as reprinted in the *Government Gazette* on the 4th December, 1944, and further amended in the *Government Gazettes* of 26th January, 1945; 30th November, 1945; 20th December, 1946, and

24th October, 1947, shall be adopted without modification and doth hereby prescribe the following Scale of Fees for the registration of Offensive Trades premises as applied to Schedule "D" of Part IX of the said Model By-laws:—

In respect of and per annum.  
Slaughterhouses—£1.  
Fellmongeries—£5.  
Chemical works—£5.  
Cleansing establishments and dye works—£1.  
Soap and candle works—£5.  
Bone mills—£3.  
Manure works—£3.  
Wool scouring establishments—£3.  
Fish curing establishments—£3.  
Flock factories—£3.  
Storage of skins and hides—£3.  
Any other trade not specified above—£1.

Passed at a meeting of the Mingenew Road Board this 8th day of December 1948.

(Sgd.) P. F. LYNCH,  
Chairman.

(Sgd.) N. J. D. RIDGWAY,  
Secretary.

Confirmed by the Commissioner of Public Health, Western Australia, this 18th day of February, 1949.

C. E. COOK,  
Commissioner of Public Health.

Approved by His Excellency the Governor in Executive Council, this 23rd day of February, 1949.

R. H. DOIG,  
Clerk of the Council.

#### THE HEALTH ACT, 1911-1944.

##### Resolution.

WHEREAS under the provisions of section 321 of the Health Act, 1911-1944, the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made, by a local authority under any of the provisions of the Act; and whereas a local authority may by its own motion by resolution adopt the whole or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series "A" have been prepared in accordance with the said section and published in the *Government Gazette* on the 8th day of April, 1927, and amended by notice published in the *Government Gazette* from time to time thereafter; and whereas the said Model By-laws have been reprinted with amendments and published in the *Government Gazette* of the 4th December, 1944: Now therefore the Upper Chapman Road Board being a local health authority within the meaning of the Act doth hereby resolve and determine that the said Model By-laws as reprinted in the *Government Gazette* of the 4th December, 1944, together with the amendments thereto published in the *Government Gazettes* of the 26th January, 1945; the 30th November, 1945; the 20th December, 1946, and the 24th October, 1947, shall be adopted without modification, and doth hereby prescribe the following scale of fees payable in respect of the registration of offensive trades and other premises:—

##### Scale of Fees.

Slaughterhouses—£5.  
Fellmongers—£5.  
Chemical works—£5.  
Cleaning establishments and dye works—£1.  
Soap and candle works—£5.  
Bone mills—£3.  
Manure works—£3.  
Wool scouring establishments—£3.  
Fish curing establishments—£3.  
Flock factories—£3.  
Storage of skins and hides—£3.  
Any other trade not specified above—£1.  
Boarding houses (up to 20 persons)—10s.  
Boarding houses (more than 20 persons)—£1.  
Lodging houses—£1.  
Dairy man—As per Schedule C.  
Itinerant vendor—5s.  
Milk vendor (not under Milk Board)—5s.

Passed at a meeting of the Upper Chapman Road Board this 14th day of October, 1948.

JOHN S. CREAM,  
Chairman.

Q. REWELL,  
Secretary.

Approved by His Excellency the Governor in Executive Council, this 23rd day of February, 1949.

R. H. DOIG,  
Clerk of the Council.

#### THE HEALTH ACT, 1911-1944.

##### Resolution.

WHEREAS under the provisions of section 321 of the Health Act, 1911-1944, the Governor may cause to be prepared Model By-laws, for all or any of the purposes for which by-laws may be made, by a local authority under any of the provisions of the Act; and whereas a local authority may of its own motion by resolution adopt the whole or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series A have been prepared in accordance with the said section and published in the *Government Gazette* on the 8th day of April, 1927, and amended by notice published in the *Government Gazette* from time to time thereafter; and whereas the said Model By-laws have been reprinted with amendments and published in the *Government Gazette* of the 4th December, 1944: Now therefore the Hall's Creek Road Board being a local health authority within the meaning of the Act doth hereby resolve and determine that the said Model By-laws as reprinted in the *Government Gazette* of the 4th December, 1944, shall be adopted without modification, together with the amendments thereto published in the *Government Gazettes* on the 26th January, 1945; the 30th November, 1945; the 20th December, 1946, and the 24th October, 1947.

Passed at a meeting of the Hall's Creek Road Board this 26th day of November 1948.

S. THOMAS,  
Chairman.

GORDON A. BUCHANAN,  
Secretary.

Approved by His Excellency the Governor in Executive Council this 23rd day of February, 1949.

R. H. DOIG,  
Clerk of the Council.

#### THE HOSPITALS ACT, 1927-1948.

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

P.H.D. 753/29—C. A. Box, to be a member of the Corrigin District Hospital Board, for the period ending 31st July, 1949, *vice* L. L. Prideaux, resigned.

P.H.D. 202/29—A. Ahrens, to be a member of the Wickepin District War Memorial Hospital Board, for the period ending 31st July, 1949, *vice* A. C. Sargent, resigned.

H. T. STITFOLD,  
Under Secretary.

#### THE HEALTH ACT, 1911-1944.

##### Resolution.

WHEREAS under the provisions of section 321 of the Health Act, 1911-1944, the Governor may cause to be prepared Model By-laws, for all or any of the purposes for which by-laws may be made by a local authority under any of the provisions of the Act; and whereas a local authority may of its own motion by resolution adopt the whole or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series A have been prepared in accordance with the said section and published in the *Government Gazette* on the 8th day of April, 1927, and amended by notice published in the *Government Gazette* from time to time thereafter; and whereas the said Model By-laws have been reprinted with amendments and published in



the *Government Gazette* of the 4th December, 1944: Now, therefore, the Wagin Road Board, being a local health authority within the meaning of the Act, doth hereby resolve and determine that the said Model By-laws, as reprinted in the *Government Gazette* of the 4th December, 1944, shall be adopted without modification, together with the amendments thereto published in the *Government Gazettes* of the 26th January, 1945; 30th November, 1945; 20th December, 1946, and 24th October, 1947.

Passed at a meeting of the Wagin Road Board this 14th day of January, 1949.

B. BALL,  
Chairman.  
J. M. BARTLEY,  
Secretary.

Approved by His Excellency the Governor in Executive Council, this 2nd day of March, 1949.

R. H. DOIG,  
Clerk of the Council.

# THE HEALTH ACT, 1911-1944.

## Serpentine-Jarrahdale Road Board.—Resolution.

WHEREAS it is enacted by section 111, subsection (2) of the Health Act, 1911-1944, that any local authority which has undertaken or contracted for the efficient collection, removal and disposal of nightsoil, urine and rubbish within its district may by by-law prohibit any person executing or undertaking the execution of the work aforesaid so long as the local authority or its contractor executes or continues the execution of the said work, or is prepared and willing to execute or continue the execution of the said work; and whereas the Serpentine-Jarrahdale Road Board, being a local health authority within the meaning and for the purposes of the Health Act, 1911-1944, in respect of the Serpentine-Jarrahdale Health District, has contracted for the efficient collection, removal and disposal of nightsoil, urine and rubbish within the following areas of the Serpentine-Jarrahdale Health District aforesaid, namely:—(i) Serpentine being that portion of Serpentine Townsite bounded by Richardson Street on the West, Tonkin Street on the South, thence proceeding North from the East end of Tonkin Street to the intersection of the Townsite Boundary at South-East corner of lot Sub. 2, thence following Townsite Boundary North, thence West, thence North, thence West to prolongation of Northern boundary of Lot 85 thence along Northern boundaries of lots 85 and 84 to Richardson Street; (ii) Jarrahdale being the Jarrahdale Townsite and the following locations:—282, 804, 365, 370, 663, 86, 429, 293, 277, 273 and 303; (iii) Mundijong being that portion of Mundijong Townsite bounded on the West by Butcher Street with prolongation of Butcher Street to Livesey Street, and on the North by Livesey Street, on the East by Patterson Street, and on the South by Hall Street, and deems it desirable and expedient to prohibit any person other than the contractor of the said Serpentine-Jarrahdale Road Board executing or undertaking the execution of the work aforesaid; and whereas the said Serpentine-Jarrahdale Road Board, as such local health authority aforesaid, by a resolution published in the *Government Gazette* on the 29th day of August, 1947, adopted the Model By-laws, Series A, prepared pursuant to the provisions of the Health Act, 1911-1944, and published in the *Government Gazette* on the 4th day of December, 1944, and for the purpose of imposing the prohibition hereinbefore mentioned deems it necessary and expedient to amend the said Model By-laws as adopted by the Serpentine-Jarrahdale Road Board as aforesaid: Now, therefore, it is resolved and determined by the Serpentine-Jarrahdale Road Board, as such local health authority aforesaid, acting pursuant to section 111, subsection (2) of the said Act, that the by-laws of the said Road Board, being the Model By-laws, Series A, aforesaid, shall be

and are hereby amended by inserting therein in Part 1, after by-law 20 a new by-law to stand as By-law 20A, as follows:—

## Prohibition against Collection, Removal and Disposal of Nightsoil, Urine and Rubbish.

20A. The Serpentine-Jarrahdale Road Board as the local health authority for the Serpentine-Jarrahdale Health District, having contracted for the efficient collection, removal and disposal of nightsoil, urine and rubbish within the following areas, namely:—(i) Serpentine being that portion of Serpentine Townsite bounded by Richardson Street on the West, Tonkin Street on the South, thence proceeding North from the East end of Tonkin Street to the intersection of the Townsite Boundary at South-East corner of lot Sub. 2, thence following the Townsite Boundary North, thence West, thence North, thence West to prolongation of Northern boundary of lot 85, thence along Northern boundaries of lots 85 and 84 to Richardson Street; (ii) Jarrahdale being the Jarrahdale Townsite and the following Locations:—282, 804, 365, 370, 663, 86, 429, 293, 277, 273 and 303; (iii) Mundijong being that portion of Mundijong Townsite bounded on the West by Butcher Street with prolongation of Butcher Street to Livesey Street, and on the North by Livesey Street, on the East by Patterson Street, and on the South by Hall Street; in the said health district, by its contractor, no person other than the contractor of the said local health authority shall collect, remove or dispose of or undertake the collection, removal or disposal of any nightsoil, urine or rubbish within the aforesaid areas of the Serpentine-Jarrahdale Health District, so long as the said contractor of the said local authority executes or continues the execution of the said work, or is prepared and willing to execute or continue the execution of the said work.

Passed at a duly convened meeting of the Serpentine-Jarrahdale road Board held on the sixteenth day of December, 1948.

D. G. WATKINS,  
Chairman.  
J. PROCTER,  
Secretary.

Confirmed by the Commissioner of Public Health this 17th day of February, 1949.

C. E. COOK,  
Commissioner of Public Health.

Approved by His Excellency the Governor in Executive Council this 2nd day of March, 1949.

R. H. DOIG,  
Clerk of the Council.

# THE HEALTH ACT, 1911-1944.

## Capel Road Board.

### Amendment of By-laws.

WHEREAS under the provisions of the Health Act, 1911-1944, a local authority may make or adopt by-laws and may amend, repeal, or alter any by-laws so made or adopted: Now, therefore, the Capel Road Board, being a local health authority, and having adopted the Model By-laws described as Series "A," and published in the *Government Gazette* on the 4th December, 1944, hereby make the following scale of fees as applied to Schedule "D" of Part 9 of the said Model By-laws:—

In respect of—	Per Annum.
	£ s. d.
Slaughterhouses .. .. .	2 0 0
Piggeries .. .. .	1 0 0
Other offensive trades .. .. .	1 0 0

Passed at a meeting of the Capel Road Board this 16th day of October, 1948, and 8th day of January, 1949.

HENRY T. DUNKLEY,  
Chairman.  
W. WRIGHT,  
Secretary.

Approved by His Excellency the Governor in Executive Council, this 2nd day of March, 1949.

R. H. DOIG,  
Clerk of the Council.

## THE HEALTH ACT, 1911-1944.

The City of Perth.  
The Health By-laws (Amendment).

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: Now, therefore, the Council of the City of Perth, being a local authority, doth hereby order that the by-laws made by it under the said Act and gazetted on the 24th day of December, 1925 (as altered by amendments gazetted on the 23rd day of February, 1945, and on the 3rd day of January, 1947), be amended as follows:—

Paragraph (c) of Schedule A to Part 1, is amended by the deletion of the figures "1-0" and the substitution therefor of the figures "1-3" and the deletion of the figures "3-0" and the substitution therefor of the figures "3-9."

Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 20th day of December, 1948.

[L.S.] J. TOTTERDELL,  
Lord Mayor.  
W. McI. GREEN,  
Town Clerk.

Approved by His Excellency the Governor in Executive Council, this 2nd day of March, 1949.

R. H. DOIG,  
Clerk of the Council.

## THE HEALTH ACT, 1911-1948.

Serpentine-Jarrahdale Road Board.  
Amendment of By-laws.

WHEREAS under the provisions of the Health Act, 1911-1948, a local authority may make or adopt by-laws, and may amend, repeal, or alter any by-laws so made or adopted: Now, therefore, the Serpentine-Jarrahdale Road Board, being a local health authority, and having adopted the Model By-laws described as Series A, and published in the *Government Gazette* on the 4th December, 1944, doth hereby amend by-law 4A in Part 1, of the said Model By-laws by inserting a new paragraph thereto as follows:—

(3) Laundry facilities shall be contained in a building constructed as to the walls thereof, with brick, concrete, or wood and iron, and as to the roof, with tiles, corrugated galvanised iron, or other impervious material provided with spouting and downpiping. The floor of such building shall be constructed of concrete four inches thick rendered to a smooth surface with 2 to 1 cement mortar, and graded 1 in 20, and shall have an area of not less than 50 square feet. The walls of such building shall be not less than eight feet high from the floor level.

Passed at a meeting of the Serpentine-Jarrahdale Road Board this 16th day of December, 1948.

D. G. WATKINS,  
Chairman.  
J. A. V. PROCTOR,  
Secretary.

Approved by His Excellency the Governor in Executive Council, this 2nd day of March, 1949.

R. H. DOIG,  
Clerk of the Council.

C.W.D. 772/27, Ex. Co. 380.

HIS Excellency the Governor in Council has been pleased to appoint under section 16 of the Child Welfare Act, 1947, of Mrs. Kathleen Marjorie Stewart as manager of the Presbyterian Children's Home, "Burnbrae," Byford, and the Presbyterian Children's Home, "Benmore," Middle Swan, *vice* Mrs. Ailsa Anne Stanwell, retired.

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

Department of Native Affairs,  
Perth, 25th February, 1949.

THE Hon. Minister for Native Affairs has approved of the issue of a Certificate of Exemption from the provisions of the Native Administration Act, 1905-1947, to the following:—

William Clarke of Port Hedland. The Certificate is numbered A544 dated 17th February, 1949.

Snowy Bradley of Laverton. The Certificate is numbered A543 and dated 9th February, 1949.

Thomas Leslie Clarke, of Port Hedland. The Certificate is numbered A545 and dated 21st February, 1949.

S. G. MIDDLETON,  
Commissioner of Native Affairs.

## NATIVES (CITIZENSHIP RIGHTS) ACT, 1944.

Department of Native Affairs,  
Perth, 28th February, 1949.

IT is hereby notified, for general information, as follows:—

Certificate No. 142 was issued under the hand of L. J. Regan, Resident Magistrate, of Meekatharra, on the 9th February, 1949, to Andy Everett, of Meekatharra, in the Murchison Magisterial District.

Certificate No. 256 was issued under the hand of H. G. Smith, Resident Magistrate, at Wagin, on the 20th October, 1948, to Harold Reginald Davis, of Wagin, in the Williams Magisterial District.

Certificate No. 269 was issued under the hand of A. L. F. Taylor, Resident Magistrate, at Derby, on the 3rd February, 1949, to George Ryder, of Derby, in the West Kimberley Magisterial District.

Accordingly, the said Andy Everett, Harold Reginald Davis and George Ryder are deemed to be no longer natives or aborigines, and shall have all the rights, privileges and immunities, and shall be subject to the duties and liabilities of natural born or naturalised subjects of His Majesty, unless and until the Certificates are suspended or cancelled, as provided for in section 7 of the said Act.

The following Exemption Certificates have been cancelled in lieu of Certificates of Citizenship Nos. 142 and 256 being issued:—Exemption Certificates Nos. 159, Andy Everett and A145, Harold Reginald Davis.

S. G. MIDDLETON,  
Commissioner of Native Affairs.

## NATIVES (CITIZENSHIP RIGHTS) ACT, 1944.

Department of Native Affairs,  
Perth, 1st March, 1949.

IT is hereby notified, for general information, as follows:—

## Cancellation of Citizenship Rights.

Certificate of Citizenship No. 49, issued under the hand of E. S. Reynolds, Resident Magistrate at Narrogin, on the 7th January, 1947, to Francis Charles Bolton, of Narrogin, has this date, 20th January, 1949, been cancelled by H. G. Smith, Resident Magistrate, at Narrogin, under section 7 of the Natives (Citizenship Rights) Act.

S. G. MIDDLETON,  
Commissioner of Native Affairs.

Fisheries Department,  
Perth, 25th February, 1949.

File No. 263/48, Ex. Co. No. 464.

HIS Excellency the Governor in Council has approved of the cancellation of the appointment of Leslie Hayward Taylor, as—

(a) Inspector of Fisheries under the Fisheries Act, 1905-1947.

(b) Guardian of Game under the Game Act, 1912-1913.

A. J. FRASER,  
Chief Inspector of Fisheries.

## STATE HOUSING ACT, 1946-1947.

Cancellation of Dedications.

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

HIS Excellency the Governor in Executive Council has been pleased to cancel, under the provisions of the State Housing Act, 1946-1947, dedications as follows:—

Corres. 8900/12—Merredin Lots 688 to 691 inclusive to the purposes of the said Act. (Plan Merredin Townsite.)

Corr. 2835/12—Narrogin Lots 859 to 864 inclusive, 883 to 888 inclusive and 890 to 896 inclusive to the purposes of the said Act. (Plan Narrogin Townsite.)

H. E. SMITH,  
Under Secretary for Lands.

## LAND SALES CONTROL.

Country Land in the State of Western Australia.  
(Order under Section 11 (1) (a).)

Corr. 5202/48.

IN pursuance of section 11 subsection (1) (a) of the Land Sales Control Act, No. 4 of 1948, I, Herbert Edward Bersey Smith, Under Secretary for Lands, do by this my Order declare the country lands specified in the Schedule to this Order to be land likely to be required for settlement by former members of the Defence Forces.

Dated this 23rd day of February, 1949.

H. E. B. SMITH,  
Under Secretary for Lands.

## The Schedule.

Land and Instrument of Title.

Portion of Nelson Location 1976; C/T 1009/514.

Nelson Location 5620; C/T 1019/845.

Nelson Location 3632; C/T 1024/459.

Total area—299 acres 29 perches.

## THE LAND ACT, 1933-1948.

Naming of Streets.

Gnowangerup Road District.

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

Corres. No. 188/47.

IT is hereby notified for general information that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1948, of the naming of the streets in the Gnowangerup Road District as set out in the Schedule hereunder.

H. E. SMITH,  
Under Secretary for Lands.

## Schedule.

Position of Street, To be known as.

Along the Northern side of the Gnowangerup Station Yard; from Walsh Street to Whitehead Road—Garnett Road.

Along the North-East boundaries of Gnowangerup Lots 100, 103 and 107; from Quinn Street to Aylmore Street—Formby Street.

Along the North boundaries of lots 133 and 134 of Kojonup Location 2387 and Locations 102 and 7732; from Searle Street to an East boundary of the townsite—Davies Street.

Along the East boundaries of Gnowangerup Lots 211 and 215 and lot 2 of Kojonup Location 1296; from Yougenup Road to the North-East corner of the last mentioned lot—Park Road.

(Plan Gnowangerup Townsite.)

## LAND ACT, 1933-1948.

(Section 89A.)

Farm Reconstruction Areas.

HIS Excellency the Governor in Council has been pleased under the provisions of section 89A of the Land Act, 1933-1948, to define and set apart the lands described in the schedule hereto as "Farm Reconstruction Areas,"

## Schedule.

(Unencumbered Lands.)

Corres. No., District, Location, Plan, Former Lease.  
5974/48; Jilbadji 32 and Yilgarn 102; 24/80, E1 and 35/80, E4; 39478/55 and 39418/55.  
4887/48; Fitzgerald; 359, 363 and 894; 392/80, B3; 55/2437, 41124/55 and 24270/74.  
3566/46; Ninghan; 3175 and 3176; 66/80, F1 and 67/80, A1; 55/1235 and 55/1436.  
4457/48; Roe; 1497; 388/80, F1; 68/2463.  
6205/48; Roe; 1525; 389/80, A3; 55/1086.  
5594/46; Yilgarn; 97; 36/80, A4; 39960/55.

H. E. SMITH,  
Under Secretary for Lands.

## SUBURBAN LAND.

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

Corr. 58/48.

IT is hereby notified, for general information, that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1948, of Swan Location 5210 being set apart as Suburban Land. (Plan 1A/40, A2.)

H. E. SMITH,  
Under Secretary for Lands.

## GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1948, and its regulations:—

## BRIDGETOWN.

8th March, 1949, at 12 noon, at the Court House—  
‡Balingup—Town 55, 2r. 6p., £20.

## BUSSELTON.

9th March, 1949, at 3 p.m., at the Court House—  
‡Dunsborough—\*¶54, 7a. 0r. 4p., £30; \*¶55, 6a. 0r. 3p., £30; \*¶56, 5a. 0r. 4p., £25.  
‡Vasse—\*¶2, 5a. 2r. 37p., £12.

## PERTH.

9th March, 1949, at 8 p.m., at Anzac House Ballroom—  
‡Marmion—Town 30, 1r. 3.1p., £65; Town 31, 28.3p., £50; Town 32, 36.6p., £50; Town 33, 33p., £50; Town 34, 35.3p., £50; Town 35, 36p., £50; Town 36, 36p., £50; Town 37, 36p., £50; Town 38, 36p., £50; Town 39, 36p., £50; Town 40, 36p., £50; Town 41, 36p., £50; Town 43, 36p., £50; Town 44, 36p., £50; Town 45, 1r. 1.5p., £55; Town 46, 35.5p., £35; Town 47, 36p., £30; Town 48, 36p., £30; Town 49, 36p., £30; Town 50, 36p., £30; Town 51, 36p., £30; Town 52, 36p., £30; Town 53, 36p., £30; Town 54, 36p., £30; Town 55, 36p., £30; Town 56, 36p., £30; Town 57, 36p., £30; Town 58, 36p., £30; Town 59, 36p., £30; Town 60, 1r. 0.6p., £40; Town 62, 1r. 3.9p., £35; Town 63, 1r., £30; Town 64, 1r., £30; Town 65, 1r., £30; Town 66, 1r. 22.2p., £30; Town 67, 1r. 11.9p., £30; Town 70, 1r. 0.6p., £15; Town 71, 1r. 16.2p., £15.

## NORTHAM.

10th March, 1949, at 11.30 a.m., at the Court House—  
‡Ejanding—Town 11, 1r., £18.  
‡Kalamundie—\*34, 3a. 0r. 8p., £10; \*35, 3a. 0r. 9p., £10; \*36, 3a. 0r. 8p., £10; \*41, 4a. 1r. 36p., £10  
‡Wubin—\*68, 4a. 3r. 39p., £25.

## PERTH.

11th March, 1949, at 11 a.m., at the Department of Lands and Surveys—

‡Byford—Town 24, 1r. 20p., £10.

‡Canning—Town ¶973, 3r. 7.1p., £20.

‡Carmel—Town 62, 1r. 2.3p., £20.

‡Muechea—Town 44, 1r. 24p., £10; Town ¶45, 1r. 24p., £10.

‡South Kalamunda—Town 11, 1r. 21.7p., £30; Town 12, 1r. 22.8p., £35.

## ALBANY.

17th March, 1949, at 2.30 p.m., at the Court House—  
 †Albany—Town 881, 34.4p., £150; Town 884, 24.3p.,  
 £170.

\* Suburban for cultivation.

† Subject to payment for improvements, if any.

‡ Sections 21 and 22 of the regulations do not apply

¶ All marketable timber is reserved to the Crown.

|| Subject to truncation of corner, if necessary.

All improvements on the land offered for sale are the property of the Crown, and shall be paid for as the Minister may direct, whose valuation shall be final and binding on the purchaser.

Plans and further particulars of these sales may be obtained at this office and the offices of the various Government Land Agents. Land sold to a depth of 200 feet below the natural surface, except in mining districts, where it is granted to a depth of 40 feet or 20 feet only.

H. E. SMITH,  
 Under Secretary for Lands.

## FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1946, owing to non-payment of rent or other reasons.

Name, Lease, District, Reason, Corr., Plan.

Burnett, P.; 3116/1487; Pt. Victoria 7028; £1; 1522/45; 159/80, C2.

Burnett, P.; 3116/1488; —; £1; 1523/45; 159/80, C2.

Kirwan, F. J., Kirwan, J. and Kirwan, W.; 3116/1369; —; abandoned; 1717/46; 19/80, C2.

Sharman, H.; 3116/957; Avon 20645, 20646, 25058; abandoned; 3007/40; 56C/40D, 3, 4.

H. E. SMITH,  
 Under Secretary for Lands.

## CHANGE OF NAME OF STREETS.

Municipality of Narrogin.

Department of Lands and Surveys,  
 Perth, 23rd February, 1949.

Corres. 4338/47.

IT is hereby notified, for general information, that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1948, of the change of name of the streets and roads in the Municipality of Narrogin as set out in the schedule hereunder.

H. E. SMITH,  
 Under Secretary for Lands.

## Schedule.

Present Name, Position, New Name.

Narrakine Road; along the Western boundary of Narrogin Lot 287; Range Road.

John Street; from Havelock Street to Graham Street; Booth Street.

Collier Street; from Dellar Street to Lefroy Street; White Road.

White Road; along the South-Westernmost boundary of lot 1110; Native Street.

Dellar Street; from Earl Street to Federal Street; Sale Street.

Horace Street; from Angus Street to Butler Street; Hope Street.

Fathom Street; from Johnston Street to Earl Street; Park Street.

Daglish Street South; from Moss Street to Falcon Street; Floreat Street.

Egerton Street East; from the Great Southern Railway Reserve to Tuohy Street; Doney Street.

Soldiers Avenue; from Williams Road to Fortune Street; Memorial Avenue.

(Plans Narrogin Sheets 1 and 2.)

## NAMING OF STREETS AND PARKS.

Narrogin Municipality and Narrogin Road District.

Department of Lands and Surveys,  
 Perth, 23rd February, 1949.

Corres. 4338/47.

IT is hereby notified, for general information, that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act,

1933-1948, of the naming of the streets, roads and parks in the Municipality of Narrogin and the Narrogin Road District as set out in the Schedule hereunder.

H. E. SMITH,  
 Under Secretary for Lands.

## Schedule.

Position of Road, To be Named.

The surveyed road along the North-Western boundary of Narrogin Lot 820 (Reserve 12610)—Range Road.

The surveyed road along the North-Western side of the Collie-Narrogin Railway Reserve and the Western boundary of lot 1230—Granite Road.

The surveyed road along the South boundary of lot 801—Gibson Street.

The surveyed road along part of the Southern boundary of Williams Location 1136; from Narrakine Road to the Dwarda-Narrogin Railway Reserve—Fleay Road.

Portion of road No. 8036; from Fleay Road to the Northern terminus of Earl Street—Golf Course Parade.

The surveyed road within Williams Location 339 as shown on L.T.O. Diagrams 7988 and 10874—Myers Place.

The surveyed road along the South-Western boundary of reserve 18623—Federal Street.

Reserve 11308 (Narrogin Lot 219)—James Park.

Class "A" reserve 10523 (Narrogin Lot 264)—Moss Park.

(Plans Narrogin Sheets 1 and 2 and 385A/40, C2.)

## RESERVES.

Department of Lands and Surveys,  
 Perth, 23rd February, 1949.

HIS Excellency the 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.

4350/48.

COLLIE.—No. 22893 (Municipal Purposes), lot No. 1646 (1a. 3r. 27p.). (Plan Collie Central.)

10739/12.

AVON.—No. 22894 (Public Utility), loc. No. 19749 (149a. 3r. 35p.). Plan 344/80, F3.)

5593/48.

FORREST.—No. 22895 (Aerial Landing Ground), all that portion of land bounded by lines starting at a point situate about 5 miles due North of Mt. Tinstone and extending North 160 chains, East 80 chains, South 160 chains and West 80 chains to the starting point (1,280a.). Plan 110/300.

2473/16.

KULIKUP.—No. 22896 (Forestry Purposes), lot No. 17 (1a.). (Plan Kulikup Townsite.)

1921/32.

GREENMOUNT SUBURBAN AREA.—No. 22897 (Park Lands), lot Nos. 40, 41, 188 to 197 inclusive and 199 to 211 inclusive (710a.). (Plan 1C/20, N.W. D. and E3.)

736/49.

HALLS CREEK.—No. 22898 (Police Purposes), lot No. 68 (3a. 3r. 37p.). (Plan Halls Creek Townsite.)

737/49.

HALLS CREEK.—No. 22899 (Recreation), lot No. 69 (7a. 3r. 37p.). (Plan Halls Creek Townsite.)

738/49.

HALLS CREEK.—No. 22900 (Hospital Site), lot No. 70 (6a. 1r. 21p.). (Plan Halls Creek Townsite.)

739/49.

HALLS CREEK.—No. 22901 (Road Board Purposes), lot No. 71 (2a. 2r. 17p.). (Plan Halls Creek Townsite.)

H. E. SMITH,  
 Under Secretary for Lands.

## AMENDMENT OF RESERVES.

18871 (Denham), 19278 (Yonndegin) and 19301 (Koorda).

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

HIS Excellency the Governor in Executive Council has been pleased to approve under section 37 of the Land Act, 1933-1948, as follows:—

Corres. No. 4434/95, Vol. 2.—Of the boundaries of reserve 18871 (Excepted from Sale) being amended by the excision of Denham Lots 45 and 46 and by the addition of Denham Lots 43 and 44. (Plan Denham Townsite.)

Corres. 2445/26.—Of the boundaries of reserve 19278 "Hallsite and Recreation" amended by the addition of Yonndegin Lot 4; and of the area being increased to 2 acres accordingly. (Plan Yonndegin Townsite.)

Corr. 1517/13, Vol. 3.—Of the boundaries of reserve 19301 (Excepted from Sale) being amended by the excision of Koorda Lots 77, 78 and 79; and of the area being reduced to 3 roods 39 perches accordingly. (Plan Koorda Townsite.)

H. E. SMITH,  
Under Secretary for Lands.

## CANCELLATION OF RESERVES.

2859 (near Glen Forrest) and 19342 (Bibiking).

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

HIS Excellency the Governor in Executive Council has been pleased to approve under section 37 of the Land Act, 1933-1948, as follows:—

Corres. 1921/32.—Of the cancellation of reserve 2859 (Greenmount Suburban Area Lot 196) "Public Utility." (Plan 1C/20, N.W. D and E3.)

Corres. 6658/25.—Of the cancellation of reserve 19342 (Williams Location 14221) "Schoolsite." (Plan 408 D/40, B3.)

H. E. SMITH,  
Under Secretary for Lands.

## LAND ACT, 1933-1948; WAR SERVICE LAND SETTLEMENT AGREEMENT ACT, 1945.

Corres. 6546/48.

IT is notified for general information that the areas scheduled hereunder are available for selection under section 53 of the Land Act, 1933-1948 (and regulations thereto) and pursuant to clause 17 of the Agreement between the Commonwealth of Australia and the State of Western Australia in relation to War Service Land Settlement.

Applications must be lodged with the Chairman, Land Settlement Board, Lands Department, Perth, not later than 9th March, 1949, 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 date, and if there are more applicants than one for these areas, the application to be granted will be determined by the Land Settlement Board. Should any areas remain unselected, such will continue available until applied for or otherwise dealt with.

## Schedule.

Land, Area, Purchase Price, Plan, Locality.

Williams Location 13970 (formerly locations 5394, 5395 and 5396); 360a.; £270; 409C/40, E3 & 4; 3 miles South-West of Line Lake.

Williams Location 13971 (formerly locations 2570, 2821, 4586, 8215, 14095 and part of location 3762); 935a. 1r. 34p.; £973; 409B/40, F2 & 3; 8 miles South-West of Wagin.

H. E. SMITH,  
Under Secretary for Lands.

## LOTS OPEN FOR SALE.

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

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, 1933-1948, at the following upset prices:—

Applications to be lodged at Perth.

1669/25, Vol. 2.

COWARAMUP.—Suburban for cultivation, 40 and 48, £20 each.

4434/95, Vol. 2.

DENHAM.—Town, 45 and 46, £10 each.

6159/00.

HOPETOUN.—Town, 26 and 97, £12 10s. and £20 respectively.

1517/13, Vol. 3.

KOORDA.—Town, 77 and 78, £30 and £25 respectively.

9395/12, Vol. 2.

TOOLIBIN.—Town, 2 and 17, £25 and £20 respectively; subject to truncation of corner.

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.

## OPEN FOR SALE.

Koorda Lot 79.

Applications close 23rd March, 1949.

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

Corres. 1517/13, Vol. 3.

HIS Excellency the Governor in Executive Council has been pleased to approve under section 45A of the Land Act, 1933-1948, of Koorda Lot 79 being made available for sale in fee simple at the price of £25, subject to the following conditions:—

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 12 months of approval of his application in four 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 23rd March, 1949.

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.

## OPEN FOR SALE.

Swan Location 5210.

Applications close 23rd March, 1949.

Department of Lands and Surveys,  
Perth, 23rd February, 1949.

Corres. 58/48.

HIS Excellency the Governor in Executive Council has been pleased to approve under section 45A of the Land Act, 1933-1948, of Swan Location 5210 being made available for sale in fee simple at the price of £3, subject to the following conditions:—

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 12 months of approval of his application in four 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 23rd March, 1949.

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.

## LOTS OPEN FOR LEASING.

Department of Lands and Surveys,  
Perth, 22nd February, 1949.

Corres. 2539/47 and 12387/05.

IT is notified, for general information, that the Kalgoorlie Lots R286 and R578 are available for leasing under section 117 of the Land Act, 1933-1948.

Applications must be lodged at the Lands Office, Kalgoorlie, on or before the 16th March, 1949.

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 will be granted unless the applicant shall have first produced a "provisional consent to commence building," issued by the State Housing Commission, or such other 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 the 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 twelve 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 permit or suffer 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 Kalgoorlie Sheet 1.)

H. E. SMITH,  
Under Secretary for Lands.

## EXTENSION OF CLOSING DATE.

Area in the Plantagenet District.

Department of Lands and Surveys,  
Perth, 3rd March, 1949.

Corres. No. 3936/46. (Plan 435/80, A2.)

IT is hereby notified, for general information, that applications for the area of about 480 acres in the Plantagenet District, adjoining reserve No. 22219, will be received up to and including Wednesday, 9th March, 1949.

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, 1933-1948, 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.

## THE SCHEDULE.

## NOW OPEN.

## PERTH LAND AGENCY.

Williams District (near Coblinine River).

Open under Part V, Sec. 53.

Corr. No. 6658/25. (Plan 408D/40, A3.)

Location 14221, containing 5a. 0r. 1p., purchase price 5s.

## WEDNESDAY, 9th MARCH, 1949.

## PERTH LAND AGENCY.

Avon District (about 1 mile East of Wyola).

Corr. No. 543/44. (Plan 26C/40, E3 and 4.)

Location 7877, containing 160a., at 4s. 6d. per acre; classification page 70 of 6385/05; subject to payment for improvements and exempt from road rates for two years from date of approval of application; being F. C. Pettit's forfeited lease 365/1070.

Avon District (near Barbalin).

Corr. No. 5184/48. (Plan 55/80, E3.)

Locations 14357 and 26025, containing 1,886a. 3r. 14p., at 4s. 9d. per acre; classification page 6 of 2237/39; exempt from road rates for two years from date of approval of application; being K. Brierly's cancelled application.

Avon District (12 miles East of Narembreen).

Corr. No. 6492/48. Plan 5/80, D4.)

Location 22638, containing about 1,000a.; subject to survey, classification and pricing.

Avon District (near Booraan).

Corr. No. 3927/46. Plan 24/80, B1.)

Location 24751, containing 402a. 1r. 21p., at 6s. per acre (including survey fee); classification page 13 of 3927/46; subject to survey unless selected by the holder of adjoining location 24782 and exempt from road rates for two years from date of approval of application; being E. A. Gebert's cancelled lease 347/4817.

Avon District (about 11 miles West of Karlgarin).

Corr. No. 4100/48. (Plan 376/80, C1.)

Location 25815, containing 1,286a. 2r. 3p., at 4s. 6d. per acre (excluding survey fee); classification page 12 of 2530/29; subject to payment of one-quarter survey fee with application and balance within five years. Also exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Avon District (about 5 miles North-West of Pederah).

Corr. No. 4101/48. (Plan 376/80, D1.)

Location 27266, containing about 540 acres; subject to survey, classification and pricing. Previous *Gazette* notice concerning this location is hereby cancelled.

Denmark Estate (3 miles West of Denmark).

Corr. No. 4277/30. (Plan 452C/40, D4.)

Locations 433 and 716, containing 134a. 1r. 6p., at 12s. 6d. per acre (including survey fee).

Fitzgerald District (about 9 miles East of Grass Patch).

Corr. No. 2017/36. (Plan 402/80, DE1.)

Locations 54, 344, 345 and 346, containing 989a., 1,016a. 3r. 12p., 827a. 1r. 29p. and 1,052a. 2r. 10p., respectively; all at 1s. 6d. per acre; classification page 15 of 2017/36; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning these locations is hereby cancelled.

Hay District (about 8 miles North-East of Walpole).

Corr. No. 713/31. (Plan 453C/40, F3 and 4.)

Locations 1745 and 1257, containing 372a. 1r. 35p. at 7s. 3d. per acre (as one holding); classification page 16 herein; subject to timber conditions and exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning these locations is hereby cancelled.

Jilbadji District (near Dulyalbin Rock).

Corr. 2438/33. (Plan 23/80 AB3.)

Location 530, containing 2355a. 2r. 7p., at 1s. 9d. per acre; classification page 37 of 5957/27; subject to payment for improvements, if any, and to mining conditions; being M. McKimmon's forfeited Lease 68/3996.

Kojomup District (about 11 miles North-East of Broome Hill).

Corr. No. 1845/48. (Plans 417/80 D3, 417D/40 C3.)

Location 6356, containing 905a., at 2s. 6d. per acre; classification page 75 of 14933/10; exemption from road rates for two years from date of approval of application; being F. C. Stanford's forfeited lease 347/5226.

Kojonup District (5 miles South-West of Woodanilling.)

Corr. No. 2271/48. (Plan 416 B/40 E1.)

The Crown Land, including location 2565, and containing about 725 acres, bounded on the Northward by locations 1885, 7991 and 7487, on the Eastward by locations 2721, 6813 and 1605, on the Southward by locations 7099 and 7365, and on the Westward by road No. 6495 (excluding road No. 3029) at 2s. per acre (including survey fee), subject to poison conditions and the provision of any necessary roads.

Ningham District (about 17 miles East of Wubin).

Corr. No. 5989/48. (Plan 89/80 F2.)

The Crown land containing about 2,000 acres, bounded on the Northward by a one chain road along the Southern boundaries of locations 531 and 532; on the Eastward by location 2618; on the Southward by the prolongation Westward of the Southern boundary of location 2618; and on the Westward by a one chain road along the Eastern boundary of location 2634. Subject to survey, classification and pricing.

Open under Part V. of the Land Act, 1933-1948, as modified by Part VIII.

Peel Estate (near Wellard).

Corr. 4974/46. (Plan 341D/40, C3.)

Lot 723, containing 71a. 0r. 26p.; purchase money, £144; to ex-Servicemen: Half-yearly instalments—first five years interest only at 4½% per annum £3 4s. 10d., balance 35 years principal and interest at 4½% per annum £4 0s. 4d.; civilians: half-yearly instalments—first 5 years interest only at 5% per annum £3 12s., balance 35 years principal and interest at 5% per annum £4 5s. 5d.; subject to conditions governing selection in this estate; being K. A. Mortimer's cancelled lease 3127/756.

Open under Part V. of the Land Act, 1933-1948, as modified by Part VIII.

Peel Estate (near Wellard).

Corr. 2424/46. (Plan 341D/40, B1.)

Lots 51 and 88, containing 123a. 0r. 20p.; purchase money, £55; to ex-Servicemen: half-yearly instalments—first 5 years interest only at 4½% per annum £1 4s. 9d., balance 35 years principal and interest at 4½% per annum £1 10s. 8d.; civilians: half-yearly instalments—first 5 years interest only at 5% per annum £1 7s. 6d., balance 35 years principal and interest at 5% per annum £1 12s. 8d.; also lots 54 and 64, containing

107a. 0r. 20p.; purchase money, £147 2s. 6d.; to ex-Servicemen: half-yearly instalments—first 5 years interest only at 4½% per annum £3 6s. 3d., balance 35 years principal and interest at 4½% per annum £4 2s. 1d.; civilians: half-yearly instalments—first 5 years interest only at 5% per annum £3 13s. 7d., balance 35 years principal and interest at 5% per annum £4 7s. 4d.; subject to conditions governing selection in this estate; being K. A. and A. L. Mortimer's cancelled leases 3127/746 and 347/2725.

Plantagenet District (about 9 miles South-East of Mt. Barker).

Corr. No. 1887/48. (Plan 451/80 C1.)

The portion of Plantagenet Location 4714, containing about 223 acres, bounded by lines commencing at its North-West corner and extending East about 50 chains; thence South to its Southern boundary; thence West to its South-West corner and North to the starting point. Subject to survey, if necessary, and to pricing.

Plantagenet District (near Kamballup).

Corr. 4504/48. (Plan 445/80 D4.)

The Crown land, containing about 1,000 acres, bounded on the Northward by locations 4873, 4000, 4036, 4984 and the prolongation Eastward of the Southern boundary of the last-mentioned location; on the Eastward by location 3456; on the Southward by locations 4376 and 4377; and on the Westward by the prolongation Southward of the Western boundary of location 4873. Subject to survey, classification, pricing and the provision of any necessary roads, and to the payment of survey fee of £30 with application.

Roe District (about 8 miles South-East of Hyden).

Corr. No. 686/37. (Plan 375/80 A1.)

Location 1512, containing 1,656a. 2r. 1p.; classification page 14B of 686/37; subject to pricing and exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Roe District (near Holt Rock).

Corr. No. 3225/48. (Plan 375/80 E and F3.)

The Crown land containing about 650 acres, bounded on the Westward by a one-chain road along the Eastern boundary of location 1151, on the Northward by a one-chain road along the Southern boundary of location 1149, on the Eastward by the prolongation Northward of the Eastern boundary of location 1152, and on the Southward by location 1152. Subject to survey, classification, pricing and the provision of any necessary roads.

Sussex District (near Big Brook).

Corr. No. 4775/48. (Plan 413C/40 D4.)

The Crown land, containing about 80 acres, bounded on the Westward by location 695, on the Northward by location 719, on the Eastward by road No. 1180, and on the Southward by the prolongation Eastward of the Southern boundary of location 695 (excluding road No. 10385); subject to survey, classification and pricing.

Swan District (near Jandabup Lake).

Corr. No. 9009/99, Vol. 2. (Plan 1 A/40 B1.)

Location 5205, containing 65a. 2r. 20p., at £2 per acre.

Victoria District (about 3 miles South of Wilroy.)

Corr. No. 3672/30. (Plan 156/80, F3.)

Location 5740, containing 1,287a. 2r. 8p.; subject to classification, pricing and to payment for improvements; being J. Drummond's cancelled lease 68/2914.

Victoria District (about 3 miles East of Weld Siding).

Corr. No. 5553/46. (Plans 160/80 B2, 160D/40 B3.)

Locations 6943 and 8828, containing 3987a. 3r. 4p., at 2s. per acre; classifications pages 19 of 5869/25 and 6 of 1567/28; subject to poison and mining conditions and exempt from road rates for two years from date of approval of application; being G. A. and J. G. Brand's forfeited lease 347/4378.

Victoria District (about 3 miles South of Bunjil).

Corr. No. 1917/46. (Plan 95/80 F2 and 3.)

Location 7923, containing 1984a. Or. 6p., at 4s. 3d. per acre; classification page 16 of 6204/25; exempt from road rates for two years from date of approval of application; being J. E. Davies forfeited lease 347/4091.

Williams District (about 10 miles North of Kuringup).

Corr. No. 1037/28. (Plan 407/80AB, 2 and 3.)

Locations 11298 and 11299, containing 487a. and 895a. 1r. 37p. respectively; subject to classification, pricing and Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning these locations is hereby cancelled.

Williams District (about 7 miles South-West of Toolibin).

Corr. No. 2492/24. (Plans 385 C/40 F3, 386 D/40 A3.)

Locations 8145 and 10022, containing 475a., at 7s. per acre; classification page 10 of 2492/24; subject to Rural and Industries Bank indebtedness, to poison conditions and to a grazing lease expiring 31/3/1950. Previous *Gazette* notice concerning these locations is hereby cancelled.

Williams District (about 5 miles South-West of Toolibin).

Corr. No. 802/10. (Plan 386 D/40 A3.)

Locations 6966 and 6967, containing 260a., at 10s. per acre; classification page 14 of 804/10; also locations 10363, 9603, 9606, 9596, 9595 and 9604. containing 612a., 238a. 1r. 7p., 208a. 1r. 6p., 209a. 2r., 210a. and 400a. respectively, at 5s. 3d., 8s., 9s. 3d., 9s. 3d., 9s. 3d. and 7s. 9d. per acre respectively; classifications pages 3 of 15653/10, 6 of 799/10, 6 of 803/10, 6 of 800/10, 5 of 802/10 and 6 of 801/10 respectively; also locations 10507 and 10723 containing 775a., portion at 15s., balance at 5s. 6d. per acre; classification page 5 of 10285/11 and composite classification page 36 of 1571/13 respectively; subject to Rural and Industries Bank indebtedness, to poison conditions and to a grazing lease expiring 31/3/1950. Previous *Gazette* notice concerning these locations is hereby cancelled.

### WEDNESDAY, 16th MARCH, 1949.

#### PERTH LAND AGENCY.

Avon District (about 14 miles South-East of Yelbeni).

Corr. No. 6423/48. (Plans 25/80, B1, 34/80, B4.)

Locations 12976 and 12979, containing 1,004a. 1r. 9p., at 6s. 6d. per acre; classification page 71 of 3469/16; subject to Rural and Industries Bank indebtedness; being R. E. Curtis' cancelled application.

Avon District (about one mile East of Dilling).

Corr. No. 173/38. (Plan 344/80, C4.)

Locations 18820, 21779, 19772 and 19773, containing 1,766a. 1r. 5p., at 5s. per acre; classification pages 65 of 6030/13, Vol. 1, and 39 and 40 of 10807/12, Vol. 1; subject to payment for improvements; locations 21779, 19772 and 19773; being P. H. C. Briggs' forfeited lease 348/852. Previous *Gazette* notice concerning location 18820 being hereby cancelled.

Melbourne District (near Gillingarra)

Corr. No. 1979/36. (Plan 58/80 C, 3 and 4.)

Location 3390, containing 2,736a. Or. 17p., and an adjoining area of about 4,800a., bounded by lines commencing at the North-West corner of said location 3390 and extending West about 158 chains, thence South about 300 chains and East about 158 chains to the South-West corner of location 3306, thence North to the starting point; location 3390 subject to pricing (classification page 8 of 5285/27) and the unsurveyed area subject to survey, classification and pricing; being D. W. Edgar's forfeited lease 3116/1323.

Nelson District (at Greenbushes).

Corr. No. 795/39. (Plan 414C/40, E4.)

Location 10441, containing 363a. 3r. 36p., at 3s. 6d. per acre; classification page 8 of 795/39; subject to mining and timber conditions, and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application; being T. H. Green's forfeited lease 365/900.

Ninghan District (about 12 miles North-East of Ballidu).

Corr. No. 2778/46. (Plans 64/80, F3, 65/80, A3.)

Location 1517, containing 1,402a., at 3s. 3d. per acre; classification page 35 of 8785/12, Vol. 1; exempt from road rates for two years from date of approval of application; being G. A. and D. M. Lyon's cancelled application.

Ninghan District (about 18 miles North of Weira).

Corr. No. 5081/27. (Plan 54/80, C. 1 and 2.)

Locations 1968, 1969, 1970, 1971, 927 and 968, containing 3,864a. 1r. 6p., all at 1s. 6d. per acre (as one holding); classifications pages 25, 27 and 28 of 576/23 and 3 of 4553/24; subject to Rural and Industries Bank indebtedness; locations 1968, 1969 and 927 also subject to a cropping lease expiring 28/2/1951; location 1968 being J. Copeland's forfeited lease 40743/55; locations 1970 and 968 being T. R. Grubnau's cancelled application; location 1971 being T. R. Grubnau's forfeited lease 42446/55. Previous *Gazette* notice concerning locations 1969 and 927 is hereby cancelled.

Ninghan District (about three miles North of Marindo).

Corr. No. 1669/48. (Plan 66/80, BC. 2.)

Locations 2978 and 3428, containing 1,286a. 2r. 6p., locations 2979 and 3341, containing 1,052a. 1r. 10p., and location 2980, containing 1,034a. 3r. 4p., all at 1s. 9d. per acre; classification page 10 of 5537/27; subject to Rural and Industries Bank indebtedness; being L. H. Bowen's cancelled application.

Plantagenet District (near Chorkerup).

Corr. 4238/48. (Plan 451D/40, B3.)

Portion Location 4686, containing about 145a., at 6s. per acre; classification page 8 of 3678/30; subject to payment for improvements and to timber conditions. Previous *Gazette* notice concerning this area is hereby cancelled.

Plantagenet District (about five miles North of Redmond.)

Corr. No. 2340/34. (Plan 451D/40, B3.)

Location 4842, containing 160a. 1r. 2p., at 4s. 9d. per acre; classification page 6 of 2340/34; subject to timber conditions and exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Plantagenet District (about one mile West of Albany).

Corr. No. 1736/32. (Plans 451D/40, C4, 457A/40, C1.)

Location 5490, containing 91a. 3r. 24p.; subject to classification, pricing and to timber conditions; exempt from road rates for two years from date of approval of application; being A. White's forfeited lease 74/1518.

Roe District (near Pederah).

Corr. No. 6316/48. (Plan 376/80, D and E 2.)

Location 1716, containing 3371a. 3r. 12p., at 3s. per acre, and locations 1293, 1903, containing 1,422a. 1r. 27p., at 6s. 6d. per acre; classifications pages 7 of 4570/27 and 12 of 4794/30; location 1716 exempt from road rates for two years from date of approval of application; locations 1293 and 1903 subject to payment for improvements. Previous *Gazette* notice concerning these locations is hereby cancelled.



Victoria District (about seven miles East of Gutha).

Corr. No. 1175/47. Plan 128/80, D3.)

Location 8831, containing 2,699a. 1r. 17p., at 2s. 9d. per acre; classification page 13 of 1252/28; exempt from road rates for two years from date of approval of application; being N. S. B. Keeling's cancelled application.

### WEDNESDAY, 23rd MARCH, 1949.

Avon District (about 11 miles South of Gabbin).

Corr. No. 2401/48. (Plan 55/80, B4.)

Location 15654, containing 1,000a. at 5s. 9d. per acre; classification page 28 of 12713/09, V1; subject to payment for improvements; being H. B. Green's cancelled application.

Avon District (near Booraan).

Corr. No. 166/36. (Plan 24/80, BC 1 and 2.)

Locations 24081, 25114 and 27269, containing about 250a., 2,350a. and 120a. respectively; all subject to survey, classification, pricing, the protection of the Goldfields Water Supply Pipe Line and the reservation of all timber to the Crown.

Gascoyne District (near Carnarvon).

Corr. No. 4836/21, Vol. 4. (Plan Locations near Carnarvon.)

Locations 113, 114, 120 and 121, containing 30a. 2r. 6p., 33a. 3r. 37p., 30a. and 30a., respectively, all at £1 5s. per acre; also locations 22, 28, 32, 34, 35, 36, 38, 40, 41, 46 and 47, containing about 9a., 20a. 2r. 10p., 20a., 13a., 20a., 20a., 21a. 0r. 37p., 10a., 19a. 3r. 20p., 8a. and 10a. respectively; all at 15s. per acre. The lessee shall—(a) Expend on prescribed improvements an amount equal to 1/10th of the purchase money in every year of the first ten years of the term of the lease provided that a maximum expenditure on improvements of £1 per acre only will be required where the price of the land exceeds £1 per acre, and shall fence in at least one-half of the land within the first five years and the whole of the land during the said period of ten years. (b) Pay for any existing improvements at the Minister's valuation. The Crown accepts no responsibility in regard to water supply on any of the locations. Location 22 is subject to survey. Location 28 being S. F. Howard's cancelled application. Previous *Gazette* notice concerning the balance being hereby cancelled.

Nelson District (about 2½ miles North of Mordalup School).

Corr. No. 11289/08. (Plans 443/80, D1 and 438C/40, D4.)

Location 5853, containing 300a.; classification page 17 of 11289/08; subject to pricing, timber conditions and to 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.

Ninghan District (about 5 miles South of Wialki).

Corr. No. 87/40. (Plan 66/80, E3 and 4.)

Location 2721, containing 3,201a. 0r. 35p. at 4s. 6d. per acre; classification page 9 of 1961/27; subject to Rural and Industries Bank indebtedness; being A. W. Shubbrook's forfeited lease 347/3066.

Ninghan District (near Bonnie Rock).

Corr. No. 4373/48. (Plan 67/80, BC 3 and 4.)

Locations 3070, 3071 and 3072, containing 4130a. 2r. 8p. at 1s. 6d. per acre (as one holding); classification page 10A of 6319/27; also locations 3073, 3074, 3419 and 3360, containing 2,587a. 1r. 5p. all at 1s. 9d. per acre; subject to Rural and Industries Bank indebtedness; being J. M. Grant's cancelled applications.

Ninghan District (about 4 miles South-West of Bonnie Rock).

Corr. No. 1483/29. (Plan 67/80, A4.)

Locations 3099 and 3442, containing 2,499a. 2r. 17p., at 1s. 6d. per acre; classification page 61 of 6455/27; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning these locations is hereby cancelled.

Oldfield District (near Mt. Short).

Corr. No. 4171/22. (Plan 405/80, E3.)

Locations 257, containing 1,000a. 0r. 13p., 346 and 347, containing 999a. 3r. 38p., and 348, containing 1,000a. all at 4s. 6d. per acre; classifications pages 11 of 4171/22, 4 of 6094/23 and 13 of 4248/28; subject to payment for improvements, to mining conditions and to miners' rights. Previous *Gazette* notice concerning these locations is hereby cancelled.

Plantagenet District (about 12 miles North of Albany).

Corr. No. 5237/48. (Plan 451/80, E3.)

The area of about 170 acres in the Plantagenet District, excluding a surveyed road, bounded by lines commencing at the South-East corner of location 2486 and extending North about 40 chains to a South-West corner of location 4694; thence East along the Southern boundary of said location 4694 to its South-East corner; thence South-Westerly, South and again South-Westerly along the North-Westerly side of a protected road to the Eastern boundary of location 3684; thence North to the North-East corner of said location 3684 and West about 2 chains to the South-East corner of location 2485; thence North along the Easternmost boundary of said location 2485 to the Southern side of a surveyed road; thence East about 20 chains along said side of the last-mentioned road to a point opposite the starting point. Subject to survey, classification and pricing.

Plantagenet District (near Porongorups).

Corr. No. 6036/48. (Plan 451/80, D1.)

The Crown land, containing about 160 acres, bounded on the Northward by a line in prolongation Eastward of the Southern boundary of location 1664, on the Eastward by the prolongation Northward of the Eastern boundary of location 4853, on the Southward by a one chain road along the Northern boundary of location 4853, on the South-Westward by road No. 9257, and on the North-Westward by a protected road; subject to survey, classification and pricing.

Roe District (about 24 miles East of Newdegate).

Corr. No. 5822/26. (Plan 388/80, F3.)

Locations 938 and 1352, containing 1,348a. 3r. 11p., at 6s. per acre; classification page 12 of 5822/26; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning these locations is hereby cancelled.

Sussex District (5 miles East of Bramley).

Corr. 4538/48. (Plan 440A/40, B and C1.)

(a) The Crown land, containing about 320 acres, bounded on the Northward by a one chain road along the Southern boundaries of locations 1743 and 1736; on the Eastward by location 1746; on the Southward by locations 1735 and 1734; and on the Westward by a one chain road along the Eastern boundary of location 1733. (b) the Crown land, containing about 120 acres, bounded on the Northward by location 1734; on the Eastward by location 3214; on the Southward by a one chain road along the Northern boundary of location 3049 and by reserve 20782; and on the Westward by a one chain road along the Eastern boundary of location 1607. Subject to survey, classification and pricing.

Sussex District (about 11 miles South of Busselton).

Corr. No. 4774/48. (Plan 413C/40, D4.)

The Crown land, containing about 30 acres, bounded by lines starting at the South-East corner of location 3016 and extending North 20 chains along the East boundary of such location; thence East 16 chains; thence South to the prolongation Eastward of the Northern boundary of location 3017; thence Westward along said prolongation and Northern boundary to the starting point. Subject to survey, classification and pricing.

Swan District (6 miles East of Gungahara Lake).

Corr. No. 6746/20. (Plan 1A/40, C1.)

Location 2950, containing 47a. 2r. 10p., at 15s. per acre; subject to any necessary survey.

Victoria District (about 5 miles East of Gonyidi).

Corr. No. 530/07. (Plan 90/80, E3.)

Location 4491, containing 160a.; subject to classification, pricing, and to payment for improvements; being M. J. Brown's forfeited lease 9528/74.

Victoria District (about 6 miles North-East of Perenjori).

Corr. No. 6215/47. (Plan 122/80, F2 and 3.)

Location 4754, containing 1,000a., at 8s. 6d. per acre; classification page 13 of 3313/23; subject to payment for improvements; being J. H. Drury's cancelled application.

H. E. SMITH,  
Under Secretary for Lands.

#### LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of the Land Act, 1933-1948.

**WEDNESDAY, 20th APRIL, 1949.**

Eastern Division—Nabberu District.

Corres. 5000/48. (Plans 60, 61, 70 and 71/300.)

IT is hereby notified that the area of about 77,000 acres, comprising late Pastoral Lease 3711/97 and portion of late Pastoral Lease 3495/97, formerly held by W. A. Snell, will be re-available for pastoral leasing as from Wednesday, 20th April, 1949; subject to payment for improvements, if any.

Eastern Division—Weld District.

Corres. No. 7451/20. (Plan 43/300.)

IT is hereby notified, for general information, that the land contained in late Pastoral Lease 395/703, formerly held by H. A. W. Runge, and known as Mt. Windarra Station, comprising an area of 28,655 acres, will be re-available for pastoral leasing as from Wednesday, 20th April, 1949; subject to Rural and Industries Bank indebtedness.

Kimberley Division—Yurabi District.

Corres. 9937/02, Vol. 2. (Plans 122 and 130/300.)

IT is hereby notified, for general information, that the land contained within late Pastoral Leases 2033/98 and 1343/98, formerly held by M. Mulkerin, and known as "Bohemia Downs," comprising an area of about 523,700 acres, will be re-available for pastoral leasing as from Wednesday, 20th April, 1949; subject to payment for improvements.

**WEDNESDAY, 1st JUNE, 1949.**

Eastern Division—Nabberu District.

Corres. No. 6110/25. (Plan 52/300.)

IT is hereby notified for general information that the land contained within late pastoral lease 395/611 (Coombawon Station) formerly held by B. F. Armstrong and comprising 99,988 acres, will be re-available for pastoral leasing as from Wednesday, 1st June, 1949; subject to payment for improvements.

Eucla Division, Nuyts District.

Corres. No. 1721/31. Plan 27/300.

IT is hereby notified for general information that the land contained in late pastoral lease 393/436 formerly held by H. Graham and comprising 19,709 acres together with an area of about 10,000 acres situated immediately South of the above lease, will be re-available for pastoral leasing as from Wednesday, 1st June, 1949; subject to payment for improvements.

H. E. SMITH,  
Under Secretary for Lands.

#### THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

THE Minister for Lands being the owner of land over or along which the portion of road hereunder described passes, has applied to the Cuballing Road Board to close the said portion of road, viz.:—

Cuballing.

5272/47.

C451. The surveyed road along the Northern boundaries of Wickepin Agricultural Area Lots 339 and 57; from the North-Western corner of the former lot to the North-Eastern corner of the latter. (Plan 378C/40, D.E.4.)

H. E. SMITH,  
for Minister for Lands.

I, Robert Milton Hawksley, on behalf of the Cuballing Road Board, hereby assent to the above application to close the road therein described.

R. M. HAWKSLEY,  
Chairman, Cuballing Road Board.

21st February, 1949.

#### THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

THE Minister for Lands, being the owner of land over or along which the portions of roads hereunder described pass, has applied to the Merredin Road Board to close the said portion of road, viz.:—

Merredin.

2200/35.

M.460. (a) The surveyed road from the prolongation South-Westerly of the South-Eastern side of Main Street and the prolongation North-Westerly of the North-Eastern boundary of Burracoppin Lot 129 to the South-Western side of White Street and the North-Western side of Station Street.

(b) The surveyed road from the Southern side of the road described in paragraph (a) above to the North-Western side of Station Street. (Plan Burracoppin.)

H. E. SMITH,  
for Minister for Lands.

I, Francis Colin Caughey, on behalf of the Merredin Road Board, hereby assent to the above application to close the road therein described.

F. CAUGHEY,  
Chairman, Merredin Road Board.

15th February, 1949.

#### THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

WE, A. M. and H. G. Rhind and F. E. Metcalfe, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Wyalkatchem Road Board to close the said portion of road, viz.:—

9251/12.

W.636. The surveyed road along the North and West boundaries of Cowcowing Agricultural Area Lot 243 and part of the East boundary of lot 79, from the North-East corner of the former lot to a point ten chains North of the South-East corner of the latter lot. (Plan 33B/40, E1.)

H. G. RHIND.

A. M. RHIND.

F. E. METCALFE.

I, Henry Threlfall, on behalf of the Wyalkatchem Road Board, hereby assent to the above application to close the road therein described.

H. THRELFALL,  
Chairman Wyalkatchem Road Board.

22/2/1949.

## PUBLIC WORKS TENDERS.

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

Work.—Kondinin Hospital—Hot Water Installation (10362); 8th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Kondinin, on and after 22nd February, 1949.

Work.—Ongerup—New J.W.B. School (10361); 8th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Police Station, Tambellup, on and after 22nd February, 1949.

Work.—Midland Junction Police Station—Additions and Alterations (10360); 8th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd February, 1949.

Work.—Inglewood School—Repairs and Renovations (10358); 8th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd February, 1949.

Work.—Moore River Native Settlement—New Bakehouse (10357); 8th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Moora, on and after 22nd February, 1949.

Work.—Midland Junction Schools—Repairs and Renovations (10359); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Midland Junction, on and after 22nd February, 1949.

Work.—Wittenoom Gorge—New School (10354); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth; P.W.D. Engineer's Quarters, Wittenoom Gorge and Carnarvon, on and after 15th February, 1949.

Work.—Rockingham new police station and quarters—erection (10363); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Rockingham, on and after 1st March, 1949.

Work.—Pemberton Hospital—repairs and renovations (10364); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Pemberton, on and after 1st March, 1949.

Work.—Wooroloo School—new latrines, sewerage and improvements to grounds (10365); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st March, 1949.

Work.—Chowernup Creek—erection of new school (10366); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Courthouse, Katanning, on and after 1st March, 1949.

Work.—Corrigin School—additions (10367); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Police Station, Corrigin, on and after 1st March, 1949.

Work.—Dongara School and Quarters—new latrines and septic tank installation (10368); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, and Police Station, Dongara, on and after 1st March, 1949.

Work.—Caron School and Quarters—Repairs and Renovations (10372); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, and Police Station, Carnamah, on and after 1st March, 1949.

Work.—Armadale School—New Latrines and Sewerage (10373); 15th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st March, 1949.

Work.—Southern Cross Police Station and Quarters—repairs and renovations (10369); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Mining Registrar's Office, Southern Cross, on and after 8th March, 1949.

Work.—Fitzroy Crossing—New Police Station (10370); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Fitzroy Crossing, on and after 8th March, 1949.

Work.—Moore River Native Settlement—New Cool Store (10374); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Moora, on and after 8th March, 1949.

Work.—Moola Bulla Native Reserve—New Cool Store (10375); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th March, 1949.

Work.—Carrolup Native Settlement—New Cool Store (10376); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, Albany and Narrogin, on and after 8th March, 1949.

Work.—Mundaring School—New Latrines and Sewerage (10377); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th March, 1949.

Work.—Bayswater School—Repairs and Renovations (10378); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th March, 1949.

Work.—Boyanup School—Gravel Paving, etc. (10379); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and at Clerk of Courts Office, Busselton, on and after 8th March, 1949.

Work.—Churchman's Brook Reservoir—New Ranger's Quarters (10380); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th March, 1949.

Work.—Bruce Rock Hospital—New Nurses' Quarters (10381); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Courthouse, Bruce Rock, on and after 8th March, 1949.

Work.—Duranillin School—Repairs and Renovations (10382); 22nd March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Courthouses Wagin and Collie, on and after 8th March, 1949.

Work.—Manjimup Rural Training Centre—Removal of Buildings from Bushmead and Additions (10383); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Manjimup, on and after 15th March, 1949.

Work.—Beverley Police Station—Latrines and Sewerage (10384); 29th March 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Beverley, on and after 15th March, 1949.

Work.—Barbalin Pumper's Quarters—Erection (10385); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Police Station, Trayning, on and after 15th March, 1949.

Work.—Southern Cross School and Quarters—New Latrines and Sewerage (10386); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mining Registrar's Office, Southern Cross, on and after 15th March, 1949.

Work.—Southern Cross School and Quarters—Repairs and Renovations (10387); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mining Registrar's Office, Southern Cross, on and after 15th March, 1949.

Work.—West Northam School—New Store and Woodshed (10388); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Water Supply Office, Northam, on and after 15th March, 1949.

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.

3rd March, 1949.

## METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 68/49.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

## Description of Proposed Works.

Metropolitan Sewerage.

South Perth District.

Pumping Station No. 4 and Rising Main.

(a) Concrete tanks with brick and tile superstructure, electric pumps and all apparatus connected therewith.

(b) Rising main from pumping station to South Perth main sewer (seventh section).

The Localities in which the Proposed Works will be Constructed.

Within the Canning Road District and South Perth Road District.

Route of Rising Main.

Commencing at the pumping station site in lot 553 Ley Street and proceeding on a bearing approximately 51 deg. West of North, across said lot, to and across unnamed street to the Eastern alignment of Ley Street; thence Northerly along said alignment of Ley Street, to and across Fremantle Road, to and across Davilak Street to a point opposite the Southern boundary of lot 513 Ley Street; thence Westerly across Ley Street to and along the said boundary and the Southern boundary of lot 450 Clydesdale Street to the Eastern alignment of Clydesdale Street; thence Northerly along the said alignment to manhole No. 1111 on South Perth main sewer (seventh section) as shown in blue on Plan M.W.S.S. & D.D., W.A. No. 7255.

The Purposes for which the Proposed Works are to be Constructed.

Disposal of sewage.

The Times when and Places at which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, "The Barracks," St. George's Place, Perth, for one month on and after the 4th day of March, 1949, between the hours of 10 a.m. and 3.30 p.m.

(Sgd.) VICTOR DONEY,

Minister for Water Supply, Sewerage and Drainage.

## WATER BOARDS ACT AMENDMENT ACT, 1918.

Yarloop Water Area.

P.W.W.S. 953/38.

IT is hereby notified, for general information, that His Excellency the Governor has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of three shillings in the pound on the annual rateable value of the land rated being made and levied in the Yarloop Water Area for the year ending 31st December, 1949.

W. C. WILLIAMS,

Under Secretary for Water Supply.

## MUNICIPAL CORPORATIONS ACT, 1906-1946.

Municipality of Busselton.

Notice of Intention to Borrow the Sum of £3,500.

NOTICE is hereby given that the Municipal Council proposes to borrow the sum of £3,500 to be expended on works and undertakings in the Municipality of Busselton.

The said amount of £3,500 is proposed to be raised by the sale of debentures repayable with interest by 30 half-yearly instalments over a period of 15 years after the issue thereof, in lieu of a sinking fund. The debentures shall bear interest at a rate not exceeding three pounds eight shillings and ninepence (£3 8s. 9d.) per centum per annum payable half-yearly.

The Loan will be expended on the various works set out in the Schedule hereunder.

Plans and specifications and estimates of cost of such works and statements showing the proposed expenditure of the money to be borrowed are open for inspection at the office of the Council, Queen Street, Busselton, for one month after the publication hereof, between the hours of 10 a.m. and 4 p.m. on week days (public holidays and Saturdays excepted).

The amount of the said debentures and interest thereon is payable at the Commonwealth Bank, Perth.

Dated this 28th day of February, 1949.

B. K. KILLERBY,

Mayor.

R. SARGENT,

Town Clerk.

## Schedule.

- (1) Stalls—£250.
- (2) Exhibition building—£800.
- (3) Refreshment building—£500.
- (4) Entrance gates—£200.
- (5) Cycle and trotting track—£500.
- (6) Football club—£450.
- (7) Cricket club—£250.
- (8) Arena fencing—£150.
- (9) Miscellaneous—£400.

Total, £3,500.

## MUNICIPAL CORPORATIONS ACT, 1906-1947.

Municipality of Narrogin.

Department of Public Works,

Perth, 28th February, 1949.

P.W. 581/32.

IT is hereby notified for general information, that His Excellency the Governor has approved of the resumption of land, preparatory to the levelling and the laying out of the ground, for a swimming pool, as a work and undertaking for which money may be borrowed under Part XXIV of the Municipal Corporations Act, 1906-1947, by the Municipality of Narrogin.

(Sgd.) W. C. WILLIAMS,

Under Secretary for Works.

## TRAFFIC ACT, 1919-1947.

Department of Public Works,

Perth, 28th February, 1949.

P.W. 951/45.

HIS Excellency the Governor in Executive Council, acting pursuant to the powers conferred by section 46 of the Traffic Act, 1919-1947, has been pleased to amend, in the manner set forth in the Schedule hereto, the Traffic Regulations, 1936, made under and for the purposes of the said Act, and published in the *Government Gazette* on the 26th day of August, 1936, and amended by notices published in the *Government Gazette* from time to time thereafter.

(Sgd.) W. C. WILLIAMS,

Under Secretary for Works.

## Schedule.

The abovementioned regulations are amended as follows:—

1. Subparagraph (b) of paragraph 1 of regulation 23 is amended by inserting the words "and sixpence" after the word "shilling" in the second line thereof.
2. The Schedule to regulation 301 is amended by deleting the words "Welshpool Road East" and inserting in lieu thereof the words "That portion of Welshpool Road between Lewis Road at the Northern boundary of Canning Location 3 and the intersection with Canning Road at the South-Eastern boundary of Canning Location 445,".

## BAYSWATER ROAD BOARD.

Poundkeeper.

IT is hereby notified, for general information, that Mr. William Olds Williams of Flinders Street, Thart Hill, Phone No. B3418, has been appointed Poundkeeper to the above district, as from 23rd February, 1949, in lieu of Mr. Jack Robinson.

By Order of the Board.

A. B. BONE,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1947.

Cue Road Board.

Department of Public Works,  
Perth, 28th February, 1949.

P.W. 76/38.

IT is hereby notified for general information that His Excellency the Governor has approved of the purchase of additional plant for the Power House, Cue, as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1947, by the Cue Road Board.

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

## THE ROAD DISTRICTS ACT, 1919-1948.

Road Board Election.

Department of Public Works,  
Perth, 2nd March, 1949.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1948, that the following gentleman has been elected a member of the undermentioned road board to fill the vacancy 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.

Upper Chapman Road Board.

18th December, 1948; Etherton, Christopher Henry;  
West; Farmer; (b); Cassin, D. J.; unopposed.

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

## ROAD DISTRICTS ACT, 1919-1947.

Gnowangerup Road Board.

Department of Public Works,  
Perth, 28th February, 1949.

P.W. 2036/46.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a front end loader and a hydraulic tip truck body as an undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1947, by the Gnowangerup Road Board.

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

## THE ROAD DISTRICTS ACT, 1919-1947.

Preston Road District Building By-laws.

P.W. 1063/31.

IN pursuance of the powers conferred in that behalf by the Road Districts Act, 1919-1947, the Preston Road Board hereby amends its Building By-laws as published in the *Government Gazette* of the 9th day of February, 1945.

Insert three new by-laws, to be numbered 4A, 4B and 4C, immediately after by-law 4.

4A. Approval may be granted by the Board for the erection of outbuildings on lots 1-20 Blackwood Road, Donnybrook, walls of which are neither brick, stone, nor reinforced concrete provided they are sixty (60) feet from the building line and will be used only as privies, storerooms, and the like.

4B. No building shall be erected within the town-site of Donnybrook which could be used as a shop, the walls of which are deemed by the Board to be inferior to brick, stone, cement, or reinforced concrete, provided that the Board may approve of outbuildings, the walls

of which are neither brick, stone, cement nor reinforced concrete and such buildings are erected sixty (60) feet from the building line and will be used only as privies, storerooms, and the like.

4C. Any building erected or authorised under the last two preceding by-laws numbered 4A and 4B shall be completely detached from any other building and shall not be used for the storage of inflammable liquids.

Passed by resolution of the Board at a duly constituted meeting held on the 15th day of January, 1949.

A. C. FROST,  
Chairman.

ANGUS KING,  
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 23rd day of February, 1949.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

## ROAD DISTRICTS ACT, 1919-1947.

Greenbushes Road Board.

P.W. 928/26.

WHEREAS by the Road Districts Act, 1919-1947, and all other powers enabling it, the road board of any district is empowered to make by-laws for all and any purpose in the said Act mentioned, the Greenbushes Road Board, in pursuance of the powers vested in the said board, under and by virtue of the said Act, and of every other authority enabling it in that behalf, doth hereby make and publish the following by-laws:—

## Interpretations.

1. In these by-laws the interpretation set out in the Road Districts Act, 1919-1947, shall apply, in addition to which the following terms shall, unless the context otherwise indicates, bear the meaning set against them in the Road Districts Act, or respectively, that is to say:—

“The Act”—The Road Districts Act, 1919-1947, and all amendments thereto which may hereafter come into force.

“Board”—The Greenbushes Road Board.

“Board Room” shall be the office or hall in which the meeting of the Board is held from time to time.

“District”—The District under the jurisdiction of the Greenbushes Road Board.

“Secretary”—The Secretary of the Board.

All other interpretations to be as prescribed in the Road Districts Act or other Acts or regulations thereunder.

## Duties of Secretary.

2. The duties of the Secretary shall be:—

(a) To attend all Board meetings.

(b) To attend all Committee meetings.

(c) To take notes of minutes and prepare reports of Committees.

(d) Conduct all correspondence as directed by the minutes, and carry out the resolutions of the Board contained in such minutes.

(e) Answer all questions on the Board's business.

(f) When the accounts are audited by the Government Auditor, see that the balance sheets prepared and published in a newspaper usually circulating in the district and any other duties specified under the Road Districts Act, 1919-1947.

(g) Prepare and place before the Board a monthly financial statement at the end of each month, and record in the minutes book as prescribed by the Act.

(h) Prepare the rate book and Board's electoral lists; to examine proof of the latter, and to arrange for copies to be distributed prior to the elections; also to attend all Courts of Revision or Appeal; to make the necessary arrangements for the elections.

(i) Summon the members to Board and Committee meetings.

(j) Keep all books entered up to date, in accordance with instructions issued by the Minister, and additional instructions of the Board.

(k) Check all accounts sent into the Board, and see all accounts for works have stated in them the authority under which such works have been done.

(l) Pay into the bank, to the credit of the Board, all moneys received by him on behalf of the Board, when such moneys shall amount to in the aggregate to the sum of five pounds or over, with the exception of moneys granted by the Government, which are paid into the Treasury account.

(m) No money shall be paid into the bank to the credit of the Board except by or through the Secretary, and the Secretary shall give all receipts on printed forms.

(n) Readily and cheerfully obey all lawful commands or orders of the Board, and attend to all other matters affecting the finances and welfare of the Board and not therein specified.

(o) See that all bonds and other forms of security to be taken from the contractors are prepared.

(p) Exercise, subject to any directions given by the Board or chairman, control over all servants of the Board.

(q) Be responsible for the issue of all receipts on the printed forms of the Board, and see that all receipts are issued in regular consecutive order.

3. (a) All current books and legal documents, when not in actual use, shall be kept in the safe.

(b) One key of the safe shall be kept in the personal custody of the secretary, and the duplicate lodged in the bank in the names of the chairman and one member of the Board.

(c) All moneys in hand belonging to the Board which cannot be banked at the close of the day must be locked up in the Board's safe by the secretary.

(d) Full particulars of all cheques and moneys included in each bank lodgment must be entered in the bank lodgment book by the officer entrusted with the banking, who shall also get the same duly receipted or indorsed by the bank at each lodgment.

(e) The secretary must balance all books in ink every month.

#### Appointment of Officers.

4. No permanent appointment shall be made to any office under the Board until after an advertisement has been published in one or more local newspapers calling for applications from persons competent to fill such an appointment. All appointments shall be made by resolution passed by the Board. The election of all officers shall be conducted by a show of hands, unless a ballot be demanded.

5. (1) The secretary of the Board is hereby authorised, acting for and on behalf of the Board, to employ any casual or weekly servant required by the Board in connection with any works, but shall report the fact of the employment of any such servant to the Board at its meeting next following such employment, and the Board shall be deemed to have ratified the employment of any such servant, and such employment may be continued unless at such meeting the Board by resolution directed that the employment of the servant shall be discontinued.

(2) The authority given by this by-law shall be supplementary to and shall not derogate from the power of the chairman of the Board under section 211 (3) of the Road Districts Act, 1919-1947.

6. The salary and allowances may be those fixed by the Arbitration Court from time to time.

7. All complaints against servants of the Board must be in writing, and must, in every case, be signed by the person complaining, and no notice whatever shall be taken of any complaint not made in accordance with this by-law. All such complaints as are receivable shall be addressed to the chairman who, on receipt of such complaints, shall have the power to investigate same, and he shall report thereon to the Board at their next meeting.

#### Meetings and Proceedings.

8. Notice shall be given by the chairman or secretary of ordinary or regular meetings, and also of every adjourned meeting for a term exceeding six days.

9. Meetings of the Board shall be of two kinds—"ordinary" and "special." Ordinary meetings are the regular meetings held in pursuance of these by-laws for the transaction of the general business of the Board, including meetings adjourned for the purpose of any incomplete business, but an adjourned meeting would not exclude any business which was considered necessary to transact. Special meetings are those called under section 131 of the Act, and shall include those called by the chairman in response to a requisition signed by three members on his own behalf, and the notices for such special meeting shall have such special business notified thereon, for which the meeting was called, and for which each member shall receive seven days' notice. No business shall be transacted at a special meeting other than that for which the special meeting was called: Provided that any matter of emergency can be discussed with the ruling of the chairman and the consent of those present.

#### Ratepayers' Meeting.

10. The ratepayers' meeting shall consist of one called under section 144 of the Act, and the standing orders shall, so far as the Act allows, apply to the proceedings, but the provisions of the Act shall be first dealt with. The chairman, if present, shall preside at all meetings of ratepayers, and, in his absence, or after being present, he shall retire, the person to preside shall be one of the ratepayers chosen by the ratepayers present.

#### Ordinary Meetings.

11. Ordinary meetings shall be held at the office of the Board, or at some other convenient place at 11 a.m. on the second Tuesday of each month or on such day and at such hour as may be appointed from time to time by resolution of the Board passed at the previous ordinary meeting of the Board.

12. A special meeting may, of the requisition of three members of the Board, be called at any time in the manner prescribed by the Act, but the chairman may call a special meeting of the Board as often as he may think proper. No business will be transacted at any ordinary or special meeting unless a quorum of the Board, inclusive of the chairman, or the member chosen to preside during his absence, shall be present.

13. A majority of members present may require the Board room to be cleared of strangers, and the chairman, or other presiding chairman, shall immediately give directions to have the order executed.

14. (a) At all meetings of the Board, when there is not a quorum present within 30 minutes after the time for such meeting is called, such circumstances, together with the names of the members then present, shall be recorded in the minute book.

(b) Any member not present within 30 minutes of the time of calling the meeting, or when a member retires from the meeting without the express permission of the meeting, he shall be deemed absent from such meeting (except when prevented from being present by sickness).

#### Minutes of Meetings.

15. The minute book prescribed by the Act shall be kept, in which any item of business transacted by the Board at a meeting shall be then and there entered by the secretary. Minutes of special or ordinary meetings shall be confirmed at the next ordinary meeting. No discussion shall take place upon the minutes of proceedings except as to their accuracy, or for the rectification of a clerical error.

16. Provided that pasting or otherwise permanently affixing the minutes of the meetings of the Board to the leaves of a book shall be equivalent to entry therein, and the reading of the minutes may be dispensed with when members have been supplied with copies thereof at least three days before the holding of such last-mentioned meeting.

#### Voting.

17. Each member (including the chairman) shall have one vote, and all questions at such meetings shall be decided by a majority of the votes of the members present. In the case of an equality of votes on any question, such question shall pass in the negative. All motions and amendments shall be decided by a show of hands, unless a division is demanded, before the next business is proceeded with.

No member shall vote or take part in the discussion of any matter before the Board in which he had directly or indirectly by himself or his partner, any interest, or in which any person, of whom he is an employee, has any interest, apart from any interest in common with the public; and any member who knowingly offends against section 134 shall be liable to a penalty not exceeding fifty pounds for every such offence.

#### Standing Orders.

18. The order of business at all ordinary meetings of the Board shall be as follows, that is to say:—

(a) Reading and confirmation of minutes of last ordinary and also special meeting (if any).

(b) Consideration of business arising out of minutes.

(c) Questions of which due notice has been given by members or officers of the Board.

(d) The chairman shall have the right of directing attention at any meeting to any matter or subject within the jurisdiction or official cognizance of the Board, by a minute signed by himself, and such minute shall, when introduced, take precedence of all business before or to come before the Board, and the adoption thereof may be put by him from the chair as a motion, without being seconded, but he shall confine himself to the question contained therein.

(e) Presentations of petitions, deputations or memorials and consideration thereof.

(f) Reading of correspondence (received and despatched) and taking action as may be deemed expedient in regard thereto.

(g) Consideration of tenders and ratification of contracts.

(h) Motions of which previous notice has been given.

(i) Motions without notice (by leave of the Board under by-law 20).

(j) General business.

(k) Notice of motions.

(l) Committees' and officers' reports.

(m) Passing of accounts for payment.

19. In the event of any member having urgent business to place before the meeting, he may move the suspension of standing orders, and, if agreed to by the Board, such business shall take precedence of all others.

20. Any member wishing to rescind any motion shall act in direct compliance with section 136 of the Road Districts Act, by giving seven days' notice to each member, or submitting to the secretary of the Board notice of his intention in time to enable him to give the necessary notice, as prescribed by the Act, to each member.

#### Petitions.

21. Every petition or memorial shall be respectful and temperate in its language, and shall be presented to the Board by the secretary who shall count the number of signatures and ascertain that it does not contain language disrespectful to the Board. The nature or prayer of every petition or memorial shall be stated to the Board by the secretary.

22. In the event of a deputation wishing to meet the Board, an application shall be made in writing to the secretary seven days prior to the ordinary meeting of the Board, stating fully the purpose and business to be dealt with. The secretary shall have power to decide whether the business is of sufficient importance to warrant the deputation being received.

#### Tenders.

23. Tenders for work shall be opened and dealt with when the subject matter of the tenders comes on to be considered at the meeting of the Board, or by a committee appointed for the purpose. The Board may require a deposit of 5 per cent. of the amount of the tender to accompany such tender, or two satisfactory securities.

#### Orders of Debate.

##### Speakers must not Digress.

24. A member having audience shall not digress from the subject of the debate.

#### Unopposed Notice of Motion.

25. The chairman shall call over the notices of motion of the business paper, in the order in which they appear thereon, and, if objection is not taken to a motion being taken as a formal motion, may call upon the mover to move the same, and upon the motion being seconded, may then, without discussion, put the motion to the vote.

#### Correspondence.

26. All correspondence with the Board shall be addressed to the secretary and submitted to the Board. No letter addressed to the Board shall be presented by a member.

#### Consideration of Reports.

27. (a) If in a report of the committee distinct recommendations are made, the decision of the Board may be taken separately on each recommendation.

(b) Any report of a committee, or any report thereof, may be amended by the Board in any manner, if it may think fit, or may be referred back to the committee for further consideration.

(c) The recommendations of any committee, when adopted by the Board, shall be resolutions of the Board.

#### Precedence of Chairman.

28. When the chairman rises in his place during the progress of a debate, any member then speaking or offering to speak, shall immediately resume his seat, and every member present shall preserve strict silence so that the chairman shall be heard without interruption, but the member who was speaking may resume when the chairman takes his seat.

#### Notice of Motion—Absence of Mover.

29. In the absence of a member who has placed a notice of motion on the business paper for any meeting, any other member may at such meeting move the same, or such motion may be deferred until the next ordinary meeting of the Board.

#### Withdrawals of Motions.

30. Except as elsewhere provided, no motion, after being placed on the business paper, shall be withdrawn without the consent of the Board.

#### Motions to be Seconded.

31. No motion shall be debated unless or until it has been seconded.

#### Motions not to be Withdrawn without Consent.

32. When a motion has been proposed and seconded it shall become subject to the control of the Board and shall not be withdrawn without the consent of the Board.

#### Amendments may be Moved.

33. When a motion has been proposed and seconded, any member shall be at liberty to move an amendment thereon, but no such amendment shall be debated unless or until it has been seconded.

#### Motions and Amendments to be in Writing.

34. No motion or amendment shall be debated unless or until it has been reduced to writing, if the chairman so directs.

#### Further Amendments may be Moved on Amended Questions.

35. If an amendment has been carried, the question, as amended thereby, shall become itself the question before the Board, whereupon any further amendments upon such question may be moved.

#### How Subsequent Amendments may be Moved.

36. If an amendment, whether upon any original question or upon any question amended as aforesaid, has been negatived, then a further amendment may be moved to the question to which such firstmentioned amendment was moved, and so on: Provided that not more than one question and one proposed amendment thereof shall be before the Board at any one time.



### Motion for Adjournment.

37. No discussion shall be permitted upon any motion for adjournment of the Board. If, upon the question being put on any such motion, the same is negatived, the subject then under consideration or next on the business paper shall be discussed, and it shall not be competent for any member to again move a motion for adjournment until half an hour has elapsed from the time of moving the one that has been negatived.

### Mover of Adjournment—When Entitled to Priority.

38. On resuming any discussion which has been adjourned, the mover of adjournment shall be entitled, if he has not already spoken on the subject under discussion, to speak first.

### Notice of Questions to be Given.

39. Sufficient notice to every question shall be given to the chairman or member expected to reply thereto, to permit of consideration of such reply, and, if necessary, reference to other persons or documents.

### Questions to be Put without Arguments.

40. Every such question shall be put categorically and without argument.

### Replies and Objections and Subsequent Motions Received.

41. No discussion shall be permitted respecting any reply or refusal to reply to any question.

### Mode of Addressing Board.

42. Members shall, on all occasions when at a meeting, address and speak to each other by their official designation, as chairman or secretary, as the case may be, and, with the exception of the chairman, shall rise in their place and stand when speaking, except when prevented from doing so by bodily infirmity.

### Speaker not to be Interrupted if in Order.

43. No member shall be interrupted while speaking, except for the purpose of calling him to order, as hereinafter provided, or in pursuance of by-laws.

44. A motion or amendment not seconded cannot be discussed by any member, except the mover, or put by the chairman.

45. In submitting a motion or amendment, the chairman shall put the question first in the affirmative and then in the negative.

46. When an amendment is carried, the motion amended then becomes a substantive motion, upon which further amendments may be moved before it is finally dealt with.

### Limitation as to Number of Speeches.

47. The mover of an original motion shall have the right of general reply to all observations which have been made in reference to such motion, and to any amendments thereon, as well as the right to speak upon every amendment. Every member, other than the mover of an original motion, shall have the right to speak once upon such motion, and once upon every amendment moved thereon. No member shall, without the consent of the Board, speak more than once upon any question, or for longer than ten minutes at any one time unless when misrepresented or misunderstood, in which case he may be permitted to explain, without adding further observations than may be necessary for the purpose of such explanation.

### All Members to Vote.

48. Upon a vote being taken, all members present within the Board room, unless disqualified from voting, shall, and the chairman, unless so disqualified, may, upon the question being put, record their respective votes in the affirmative or negative, as each shall deem desirable but if a member other than the chairman neglects or refuses to vote his vote shall be counted for the negative.

### Determination of Questions.

49. (a) All questions shall, if not otherwise decided by law be determined thus:—Upon a question being put, those in favour shall say "Aye" and those against "No" and the chairman shall declare whether the "Ayes" or "Noes" have determined the question, or, if the chairman prefer, he may call for a show of hands for and against the question. The decision of the chairman shall be final and conclusive, unless such decision be immediately challenged and one member rise and demand a division.

(b) Where there is one or more dissentient, they may request their name be reported in the minutes as opposed to the motion and it shall be so recorded.

### Chairman may repeat Questions.

50. The chairman shall be at liberty to put any question as often as may be necessary, to enable him to form his opinion as to the result of the voting and declare the same.

### Acts of Disorder.

51. (a) Any member, who at any meeting of the Board or any committee commits a breach of any by-law or who moves or attempts to move any motion or amendment embodying any matter beyond the legal jurisdiction of the Board or committee, or who in any way raises or attempts to raise any question or address, or attempts to address the Board or committee upon any subject which the Board or committee have no legal right to entertain or discuss, or who uses any language which, according to the common usage of gentlemen would be held disorderly or make use of any expression inconsistent with good order and decorum or who says or does anything calculated to bring the Board or committee into contempt, shall be guilty of an act of disorder.

(b) Any member who having been called to order by the chairman for any infringement of any of the provisions of this by-law or for any breach of decorum shall, upon the request of the majority of the Board present, withdraw from the Board room for the remainder of the meeting.

(c) If disorder arises at any meeting, the chairman may adjourn the meeting for a period of 15 minutes and quit the chair. The Board on resuming shall, on question put from the chair, decide without debate whether the business be proceeded with or not.

(d) In the event of a member declining to withdraw from the Board room on being required to do so by the chairman, the chairman may order his removal until the termination of the sitting, and such member shall be deemed guilty of an offence and shall be liable to a penalty not exceeding two pounds.

### Ruling of Chairman.

52. (a) The chairman, when called upon to decide a point of order or practice, shall state the rule or precedent applicable to the case, without argument or comment, and his decision shall be final in that particular case.

(b) If the ruling of the chairman be disagreed with then the usual parliamentary procedure may be adopted.

### Appointment of Committees.

53. The Board may at any time appoint a committee to inquire into any matter and make a report and recommendation thereon, but no committee shall incur any financial liability, or in any way commit the Board to any responsibility whatever, without express and specific authority conferred by the by-laws or a resolution of the Board.

### Finance.

54. An account shall be opened at such bank as the Board may from time to time direct, and all moneys received from whatever source, with the exception of money granted by the Government, shall be paid into such bank to the credit of the Board, and no account shall be paid, except by cheque signed by the chairman and one member of the Board, and countersigned by the secretary. All moneys owing to the Board shall be paid to the secretary.

55. The Board may, by resolution, entrust a sum of money to the secretary for payment of emergency and small accounts, to be termed petty cash.



### Urgent Works.

56. The chairman, with one member, or in the absence of the chairman, any two members may, in case of emergency, authorise the expenditure of a sum not exceeding ten pounds, which should be confirmed at the next meeting.

### Common Seal.

57. The Common Seal of the Board shall be kept in the Board's safe. The Common Seal shall not be affixed to any deed or other instrument, except by resolution of the Board.

### Unauthorised Expenditure.

58. Every item of expenditure, and every liability incurred by any committee or member of the Board, otherwise than under the authority of the Act or of these by-laws, shall be deemed unlawful expenditure and a breach of this by-law by such person.

### Damage to Property.

59. No person shall damage or destroy any building, dam, well, tank, pump, windmill, windlass, bucket, rope, piping, troughing, fence, gate, or other property under the control of the Board. Any person so offending shall be deemed guilty of an offence against this by-law and shall, on conviction, be liable to a penalty of not exceeding ten pounds.

60. No person shall obliterate, deface, or damage any table of fees, placard, or other notice published by the Board in accordance with the provisions of any Act. Any person offending against this by-law shall, on conviction, be liable to a penalty of not exceeding five pounds.

### Water Supply.

61. Any person who shall waste, or allow water to escape, foul, pollute, or taint any water contained in any pipe, bore, tank, or place of storage shall be guilty of an offence against this by-law and shall be liable to a penalty not exceeding twenty pounds.

62. No person shall pollute or cause to be polluted any watercourse, pool, well, tank, reservoir, or other water in the district.

63. Any person or persons leaving open a lid of any well in the district shall be guilty of an offence against this by-law, and, notwithstanding any civil remedy for damage so caused, shall be liable on conviction to a penalty not exceeding five pounds.

64. Any person who shall remove any water from any bore, well, tank, or other place of storage under the control of the Board, except in the direct watering of stock thereat, or for the *bona fide* camping use, or, except with the written consent of the Board and payment thereon of such reasonable fee as may be demanded, shall forfeit and pay on conviction a penalty not exceeding five pounds.

### Fencing.

65. The Board may require owners of land within the district, or any prescribed areas thereof, to fence the boundaries thereof abutting of any road, footpath, or right-of-way and prescribe the manner in which any fence is to be erected and maintained, at the discretion of the Board.

### Prevention of Fires and to Prevent Trees Falling Across any Road or Track.

66. No person shall make or leave a fire near any road or track, or reserve under the jurisdiction of the Board, without taking proper precautions against such fire spreading, and any person offending against this by-law shall, upon conviction, pay a penalty not exceeding twenty pounds.

No person shall set fire to any standing tree upon or near any road or track, and any such offender shall, upon conviction, pay a penalty not exceeding twenty pounds.

### Depasturing of Cattle, etc.

67. Any person whose animal shall stray or go about or be tethered or depastured in or upon any road or reserve, shall, upon conviction, be liable to a penalty not exceeding five pounds.

If any animal shall stray on any roads or places suffering from an infectious or contagious disease, or if any animal so suffering shall be ridden or driven on any road, or be allowed to drink at any watering place within the district, same shall be slaughtered or destroyed at the owner's expense and such owner or driver of such animal shall be liable to a penalty not exceeding ten pounds.

### Crossing Places.

68. (a) If any owner of any land in the district adjoining or abutting on any public road or highway requires a crossing or entrance thereto, the Board may construct same upon receiving written application from the owner agreeing to pay one-half on the cost of such crossing or entrance.

(b) The Board may, on receiving written application from the property owner, enter such property to construct and/or maintain any carriage way, providing such owner gives to the Board an undertaking in writing that the whole of the cost shall be responsibility of the property owner.

### Damage to Roads.

69. Any person taking any vehicle or other implement over or along any road, and thereby damaging or marking such road in such a manner which in the opinion of the Board may indirectly cause ultimate damage to the road, shall be liable to a penalty not exceeding five pounds.

### Bathing.

70. No person shall bathe in any river or open public water within the limits or abutting on the boundary of the road district within the jurisdiction of the Board without suitable bathing costume or clothing. Every person offending against this by-law shall, for every offence, be liable to a penalty not exceeding £20.

### Dogs.

71. No person shall cause or suffer any dog, of which he has the custody or control, to go or be anywhere in the district, unless such dog is under the immediate control of some person. Penalty, not exceeding five pounds.

### Stalls, Hawkers, etc.

72. No person, unless he be a holder of a stall license issued by the Board and shall have paid the prescribed fee therefor, shall place or erect within the district any moveable, temporarily fixed or fixed stall, including any vehicle used or intended to be used as a stall for the sale of any meat, game, poultry, fruit, vegetable, food or any articles of merchandise, in or near any street or way, or in or on any footpath, right-of-way or reserve. The Board reserves the right to allocate the position to be occupied by any such stall or stand. The fee for a stall or stand shall be as prescribed in the Schedule A hereto. License must be produced on demand to any police officer or officer of the Board.

73. No person shall hawk, peddle, or cry foodstuffs or wares of any description within the district unless he shall be the holder of a hawker's license issued by the Board. Provided that nothing in these by-laws shall be read to apply to any recognised storekeeper within the district who may be fulfilling by delivery *bona fide* orders for the goods of his business or store, nor to any ratepayer of the district who may be disposing of the *bona fide* primary products of his or her property situate within the district. License must be produced on demand to any police officer or officer of the Board. The fee for hawker's license shall be as prescribed in Schedule A hereto.

74. Neither stall licenses nor hawker's license are in any way transferable, either by way of loan, gift, sale, or assignment.

### Heavy Loading on Culverts, etc.

75. The Board may, by notice affixed to any bridge or culvert, declare the maximum weight of any engine, agricultural or other machine or vehicle of any kind, and of any load of material which shall be permitted

to cross such culvert or bridge, and also the pace at which such engine, machine, or vehicle shall be driven, led or taken over any such bridge or culvert, and any person who shall do anything in contravention of this by-law shall, in addition to any liability for damage he may have caused, be liable to a penalty not exceeding twenty pounds.

#### Park Lands, Reserves and Recreation Ground.

76. All park lands and recreation grounds shall be open to the public daily for recreation purposes, excepting as otherwise provided for in these by-laws. The Board shall have power, subject to any restrictions imposed by the instrument of title, to grant exclusive right to use and occupy any park lands, recreation grounds, or reserves placed under its control within the district for holding public sports or amusements to any responsible person or persons or club, and any person or persons obtaining such right shall be responsible for the proper care of all fences, buildings, or trees, or other improvements upon or enclosing such park lands, recreation grounds and reserves, and shall pay the Board a fee to be fixed for admission on such occasion and comply with the provisions of these by-laws and any regulations passed by resolution of the Board under which such exclusive rights are granted.

77. No horses, cattle, or vehicle shall be allowed on any park lands, or recreation grounds, without the written permission of the Board.

78. All persons using or being upon any park lands, recreation grounds, or reserves shall at all times conduct themselves in a becoming manner; and any person creating any disturbance or annoyance to the public shall be liable to be expelled from such lands by any police officer or officer of the Board.

79. The Board may, in its discretion, prohibit any games or gymnastics from being played or carried on by any person or persons upon any park lands, recreation grounds or reserve on a Sunday, Christmas Day or Good Friday.

80. No person shall offer for sale on any reserve any provisions, refreshments or other goods of any kind, nor carry on any games, or boxing, or other similar shows, nor use any firearms, except with the express sanction of the Board, and payment of such fee as may be demanded.

81. Such person to whom the use of any reserve is given for picnic sports, races, or other use shall be held responsible for the immediate removal of all rubbish brought thereon on the occasion of such use, and a deposit not exceeding £5 shall be paid as a guarantee for the due removal of such rubbish. On the removal of such rubbish to the satisfaction of the Board, the deposit shall be returned.

82. No person shall damage or injure any tree, shrub or plant in any park lands, recreation ground or reserves. Any person offending against this by-law shall forfeit and pay, on conviction, a penalty not exceeding £10 for every such offence.

#### Penalties.

83. Where any person by these by-laws, or any of them, is required to do or perform any act, and such act is not done or remains undone or unperformed, it shall be lawful for the Board to perform the same and charge the cost and expenses against such person, and the amount thereof may be recovered summarily.

84. Every person who does, permits, or suffers any act, matter or thing contrary to any of these by-laws or commits or permits any breach or neglect thereof, shall be deemed guilty of an offence against these by-laws and, where not otherwise provided, shall be liable to a penalty not exceeding twenty pounds for every such offence.

85. All penalties or other sums recovered under provisions of these by-laws shall, unless otherwise provided, be paid to the Board, and shall become the property of and form part of the ordinary revenue of the Board, except so much as may be paid to any informer.

Passed and adopted by resolution of the Greenbushes Road Board on the 11th day of January, 1949.

GUY THOMSON,  
Chairman.

J. GLENNIE,  
Secretary.

#### Schedule "A."

Fees for hawkers' licenses—Annual fee, £3; weekly, 5s.  
Fees for stands on streets, roads and reserves, etc.—  
Per day, 2s. 6d.; per week, 5s.; per month, 10s.; per annum, 40s.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 23rd day of February, 1949.

(Sgd.) R. H. DOIG,  
Clerk of the Council.

#### COAL MINE WORKERS (PENSIONS) ACT, 1943-1948.

Department of Mines,  
Perth, 2nd March, 1949.

M.P. 3005, Ex. Co. 356.

IT is published, for general information, that Mr. R. C. Green has been appointed a Member and Chairman of the Coal Mine Workers' Pensions Tribunal (in succession to Mr. W. H. C. Bromfield, retired), under section 17 of the above Act, as from 1st March, 1949.

A. H. TELFER,  
Under Secretary for Mines.

#### THE VERMIN ACT, 1919-1943.

THE Geraldton, Greenough, Northampton and Upper Chapman Vermin Boards, by virtue of sections 96 and 98 of the Vermin Act, 1919-1943, hereby order as follows:—

The owners and/or occupiers of all holdings, whether owned, rented or leased, within the whole of the Geraldton, Greenough, Northampton and Upper Chapman Vermin Districts, shall commence the work of suppressing and destroying rabbits on such holdings and on roads abounding or intersecting the same between the dates shown hereunder—1st April, 1949, to 14th April, 1949.

The destruction must be done to the satisfaction of the Boards or their inspectors who will inspect after 14th April, 1949. Failure to comply with this order will lead to action being taken against all offenders.

Means to be adopted—Laying of poison baits in furrows, baits to contain any phosphorous or strychnine poisons, the breaking up of the burrows by ploughing or deep tynning and/or by fumigation. Trapping will not be recognised as an effective means of destroying or suppressing rabbits.

Dated this 24th day of February, 1949.

By order of the Board.

D. C. FIELD,  
Secretary.

#### VERMIN ACT, 1918-1946.

Department of Agriculture,  
Perth, 23rd February, 1949.

HIS Excellency the 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 Canning Vermin District constituted under the said Act shall be exempt from the payment of rates under the said Act for the financial years ending on the 30th day of June, 1948, and the 30th June, 1949.

A. McK. CLARK,  
Acting Director of Agriculture.

#### MILK ACT, 1946-1948.

IT is hereby notified, for public information, that in pursuance of the provisions of the Milk Act, 1946-1948, the Milk Board of Western Australia has fixed the undermentioned prices for milk, other than cream, in the Municipality of Geraldton, Geraldton Road District, Northampton Road District, Greenough Road District, Upper Chapman Road District, as from the dates stated hereunder:—

Minimum price to be paid to dairymen by milk vendors, as from 25th February, 1949—2s. 5d. per gallon.

Maximum price to be charged by milk vendors for milk supplied to other milk vendors (milk shops) as from 26th February, 1949—3s. 1d. per gallon.

Maximum price to be charged consumers, as from 26th February, 1949—3s. 6d. per gallon.

By order of the Milk Board of Western Australia.

W. E. STANNARD,  
Secretary.

Department of Agriculture,  
Perth, 28th February, 1949.

HIS Excellency the Governor in Executive Council, has been pleased to appoint Alfred Richard Tomlinson as Acting Chief Inspector of Vermin under section 9, Part

2 of the Vermin Act, 1918-1946, and also Acting Registrar of Brands under section 15, Part 3 of the Brands Act, 1904-1935, as from the 7th February, 1949.

C. C. HILLARY,  
Chief Administrative Officer.

#### CASH ORDER LOST.

Department of Agriculture,  
Perth, 2nd March, 1949.

Corr. 794/38.

IT is hereby notified that the undermentioned cash order has been lost. Payment has been stopped and it is intended to issue order in lieu thereof:—

Cash Order 140, for £46 3s. 4d., drawn by C. K. Blair in favour of W. Burgess.

A. McK. CLARK,  
Acting Director of Agriculture.

#### MARKETING OF POTATOES ACT, 1946.

Department of Agriculture,  
Perth, 23rd February, 1949.

HIS Excellency the Governor in Executive Council, acting pursuant to section 43 of the Marketing of Potatoes Act, 1946, 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 16th May, 1947, and amended from time to time thereafter by notices published in the *Government Gazette* in the manner mentioned in the Schedule hereunder.

A. McK. CLARK,  
Acting Director of Agriculture.

#### Schedule.

The abovementioned regulations are amended as follows:—

1. Delete from paragraph (a) of regulation 3 the following:—

“and a registration fee of 1s. 6d. per acre or part thereof in respect of the land defined in the application shall have been paid to the Board by the applicant.”

2. Regulation 3A is hereby repealed.

Approved by His Excellency the Governor in Executive Council, this 23rd day of February, 1949.

R. H. DOIG,  
Clerk of the Council.

#### POTATO GROWING INDUSTRY TRUST FUND ACT, 1947.

Department of Agriculture,  
Perth, 23rd February, 1949.

HIS Excellency the Governor in Executive Council, acting pursuant to the powers conferred by sections 10 and 29 of the Potato Growing Industry Trust Fund Act, 1947, has been pleased to make the regulations set forth in the Schedule hereunder.

A. McK. CLARK,  
Acting Director of Agriculture.

#### Schedule.

1. These regulations may be cited as the Potato Growing Industry Trust Fund (Remuneration of Committee Members) Regulations.

Remuneration of Members of the Potato Growing Industry Trust Fund  
Advisory Committee.

2. Subject to section 82 of the Public Service Act, 1904-1947, the fees and expenses payable to each of the members of the Committee shall be as follows:—

(a) A sitting fee of £2 2s. per day or part of a day for attendance at meetings of the Committee; and

(b) a travelling allowance of £1 1s. per day and proportionately per part of a day while a member is travelling within the State to and from meetings of the Committee, or is otherwise engaged on the business of the Committee:

Provided that this paragraph shall not apply to the time taken in travelling to and from meetings of the Committee if a member resides in the town or city in which the meeting is held, or at a place within a radius of 15 miles from such town or city.

(c) Travelling allowance of £1 10s. per day or part of a day for journeys performed by a member outside the State on the business of the Committee.

(d) The actual cost of travelling from his home to the place where the meeting is held and for the return journey: Provided that such cost shall not exceed the fare for a similar journey by train, tram, or omnibus where such is available and is the lesser fare.

3. (a) Whenever by the direction of the Committee any member of the Committee makes any inspection or performs any other service on behalf of the Committee under and for the purposes of the Act or regulations thereunder, such member may, by resolution of the Committee, be granted and paid a fee by way of remuneration for his said services for and in respect to each day or part of a day during which the said inspection or service is performed: Provided that the fee granted and paid to such member under this regulation shall not exceed £1 1s. per day.

(b) Whenever it is necessary that the Chairman or any member of the Committee shall use a motor vehicle in respect of the duties performed by him on behalf of the Committee, he shall be paid a motor mileage rate as payable to officers of the State Department of Agriculture in the performance of departmental duties.

Approved by His Excellency the Governor in Executive Council, this 23rd day of February, 1949.

R. H. DOIG,  
Clerk of the Council.

WEIGHTS AND MEASURES ACT, 1915-1941.

Office of the Commissioner of Police,  
Perth, 1st March, 1949.

HIS Excellency the Governor in Executive Council acting pursuant to section 32 of the Weights and Measures Act, 1915-1941, has been pleased to amend in the manner mentioned hereunder Schedule C of the said Act as amended by a notice published in the *Government Gazette* on the 22nd February, 1922, and acting pursuant to section 52 of the said Act to amend in the manner mentioned in the Schedule hereunder the Weights and Measures Regulations, 1927, as amended from time to time thereafter by notices published in the *Government Gazette*.

J. DOYLE,  
Commissioner of Police.

Schedule.

- 1. Delete the whole of Schedule C of the Weights and Measures Act, 1915-1941.
- 2. The Weights and Measures Regulations, 1927, are amended as follows:—  
(1) Delete table XIII. and in lieu thereof insert the following as table XIII:—

Table XIII.

Fees to be paid for testing, verifying or stamping weights and measures and weighing or measuring instruments.

Avoirdupois.			Weights.			Troy and Apothecaries.		
56 lb.	..	..	9d. each.	Over 100 oz.	..	1s. 6d. each.		
28 lb.	..	..	6d. each.	100 to 10 oz.	..	9d. each.		
14 lb.	..	..	6d. each.	5 oz. or under	..	4d. each.		
7 lb. to 1 lb.	..	..	4d. each.	240 grains or under	..	4d. each.		
8 oz. or under	..	..	3d. each.	Decimal grains	..	3d. each	weight.	

Measures of Capacity.

Over 10 gallons	..	..	..	6d. for each additional gallon.			
10 gallons	..	..	..	..	..	1s. 6d. each.	
9 gallons	..	..	..	..	..	1s. 6d. each.	
8 gallons or 1 bushel	..	..	..	..	..	1s. 6d. each.	
7 gallons	..	..	..	..	..	1s. 6d. each.	
6 gallons	..	..	..	..	..	1s. 6d. each.	
5 gallons	..	..	..	..	..	1s. 6d. each.	
4 gallons or ½ bushel	..	..	..	..	..	1s. 0d. each.	
3 gallons	..	..	..	..	..	1s. 0d. each.	
2 gallons or 1 peck	..	..	..	..	..	9d. each.	
1 gallon	..	..	..	..	..	6d. each.	
Half gallon	..	..	..	..	..	6d. each.	
Quart or under	..	..	..	..	..	3d. each.	

Subdivided measures shall be charged for each subdivision, at the rate prescribed for measures of similar capacity—maximum fee, 10s.

Apothecaries' measures, 1s. each.

Measures of Length or Extension.

Over 10 feet	..	..	..	7s. 6d. each.	
10 feet to 7 feet	..	..	..	3s. 9d. each.	
6 feet to 4 feet	..	..	..	1s. 6d. each.	
Additional sets of graduations on above—half the prescribed fees.					
1 yard, 2 feet, 1 foot, 1 inch	..	..	..	6d. each.	
1 yard (double-sided)	..	..	..	1s. 0d. each.	
Additional sets of graduations on double-sided yard measures					3d. each.
A yard including its subdivisions					3d. each.

(Fees prescribed above to include subdivisions.)

Metric Carat Weight.

Each weight	..	..	..	4d.	
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Weighing Instruments.

Weightbridges, crane weighing machines, hopper weighing machines and pit bank weighing machines—

Steelyard type—	£	s.	d.
			(Each.)
Capacity 2½ tons and under	1	5	0
Capacity over 2½ tons and up to and including 4½ tons	2	5	0
Capacity over 4½ tons	3	5	0
For self-indicating type add 50 per cent. to above fees.			

Weighing Instruments (dormant)—	£ s. d.
Steelyard type—	(Each.)
Capacity 600 lbs. and under .. .. .	0 15 0
Capacity over 600 lbs. and up to and including 1,500 lbs. ..	1 0 0
Capacity over 1,500 lbs. .. .. .	1 10 0
For self-indicating type add 50 per cent. to above fees.	
Weighing machines not otherwise designated, steelyards, balances and spring scales—	
Capacity 14 lbs. and under .. .. .	s. d. 2 0 each.
Capacity over 14 lbs. and up to and including 1 cwt. ..	2 6 each.
Capacity over 1 cwt. (for each additional cwt. or part thereof) .. .. .	0 9
Platform weighing machines—	
Steelyard type—	
Capacity up to 1 cwt. .. .. .	2 6 each.
Capacity over 1 cwt. (for each additional cwt. or part thereof) .. .. .	0 9
Self-indicating type—	
Capacity up to 1 cwt. .. .. .	5 0 each.
Capacity over 1 cwt. (for each additional cwt. or part thereof) .. .. .	1 0
Maximum fee for platform weighing machine—	
Steelyard type .. .. .	£ s. d. 1 5 0
Self-indicating type .. .. .	1 17 6
Personal weighing machines—	
Steelyard type .. .. .	0 5 0
Self-indicating type .. .. .	0 7 6
Capacity 30 lbs. and under .. .. .	0 3 0
Computing scales—	
Capacity 10 lbs. and under .. .. .	0 3 6
Capacity over 10 lbs. and up to and including 150 lbs. ..	0 7 0
Capacity over 150 lbs. (for each additional cwt. or part thereof) .. .. .	0 1 6

These fees include the stamping of one set of proportional weights where such are used; duplicate sets shall be charged half the above fees.

In the case of weighing instruments graduated in centals, read "100 lbs." in lieu of "1 cwt." in the above scales of fees.

For the testing for verification of weighing or measuring instruments at premises outside the inspector's office, owners shall provide cartage for necessary weights and labour to handle same and shall pay an additional mileage fee in accordance with the regulations.

#### Measuring Instruments.

Fixed measuring instruments (capacity), retail petrol system (Hammond, Bowser, etc.)—

	£ s. d.
	(Each.)
Single petrol pump .. .. .	1 0 0
Dual petrol pump .. .. .	2 0 0
Other fixed measuring instruments .. .. .	1 0 0
Provided that where a number of instruments are included in one installation the fee for each instrument additional to the first shall be 10s. but this shall not apply to petrol measuring instruments.	
Drum-filling measuring machine .. .. .	1 10 0
Calibrating measures not exceeding a capacity of 10 gallons ..	0 10 0
Calibrating measures of a capacity exceeding 10 gallons but not exceeding 22 gallons .. .. .	1 0 0
Calibrating measures of a capacity exceeding 22 gallons ..	1 10 0
The fees for drum-filling measuring machines and calibrating measures shall also apply to portable instruments of the same type.	
Leather measuring machines—	
Roller type .. .. .	1 0 0
Planimeter type .. .. .	0 10 0
Fabric measuring machines—	
Measuregraph, New Way, etc. .. .. .	0 15 0
Chondrometers .. .. .	0 10 0

One half the foregoing fees may be charged for weights, measures or weighing instruments tested and rejected as incorrect or otherwise unsuitable: Provided that where fractions of a penny occur they will be charged as one penny.

(2) Table XIV. is amended by deleting the last line under the heading "Measures of Capacity (Portable)" and inserting in lieu thereof the following:—  
"11 gallons and any whole number of gallons over eleven."

(3) Delete from regulation 2A of part XI. (*Government Gazette* 22/2/1929), the word "sixpence" in line 3 and insert in lieu thereof the word "ninepence."

(4) Delete regulation 132 of Part IV. and insert in lieu thereof the following as regulation 132:—

132. Weights may be adjusted by an inspector at a charge of ninepence for each adjustment of a weight of 28 lbs. and under and one shilling for each adjustment of a 56 lb. weight.

(5) Delete from regulation 134 of Part IV. the words "five shillings" in line 6 and insert in lieu thereof the words "seven shillings and sixpence."

(6) Delete from subparagraph (3) of paragraph (a) of regulation 124 of Part IV. the words “twenty shillings” and insert in lieu thereof the words “fifty shillings.”

(7) Regulation 2 of Part XI. as amended (*Government Gazette* 17/6/1927) is amended as follows:—

- (1) In paragraphs 1 and 2 delete the words “Fee Five Shillings” in line 10 thereof in each case.
- (2) In paragraph 3 delete the words “five shillings” in line 2 and insert in lieu thereof the words “seven shillings and sixpence.”

(8) Regulation 9 of Part X as amended (*Government Gazette* 17/6/1927) is amended as follows:—

- (1) In paragraph 4 (*Government Gazette* 17/6/1927) delete the words “Fee Five Shillings” in line 10.
- (2) In regulation 9 of Part X. (*Government Gazette* 3/7/1927) delete the words “five shillings” in line 4 and insert in lieu thereof the words “seven shillings and sixpence.”

(9) A new table to stand as table XVII. is inserted after table XVI. as follows:—

Table XVII.

Weighing instruments intended for use primarily for the purpose of weighing human beings and having a maximum capacity of not more than 30 lbs.  
Errors permissible on verification.

Capacity.	Maximum Error in Excess or Deficiency.
5 lbs.	½ oz.
10 lbs.	1 oz.
20 lbs.	2 oz.
30 lbs.	3 oz.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

*Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1949.			1949.
Feb. 10 ....	60A, 1949 ....	Hogsheads for C.I. and S. Industry ....	Mar. 10
Feb. 22 ....	81A, 1949 ....	Coffee for Government Institutions ....	Mar. 10
Feb. 10 ....	63A, 1949 ....	Electric Motors and Starters ....	Mar. 17
Jan. 18 ....	22A, 1949 ....	Photogrammetry Equipment ....	Mar. 17
Feb. 22 ....	76A, 1949 ....	Calorifier to Infectious Diseases Hospital ....	Mar. 17
Feb. 22 ....	77A, 1949 ....	Steam Heated Urns....	Mar. 17
Feb. 22 ....	78A, 1949 ....	Sterilizers to Infectious Diseases Hospital ....	Mar. 17
Mar. 1 ....	84A, 1949 ....	Fish for Government Institutions ....	Mar. 17
Mar. 1 ....	85A, 1949 ....	Tea for Government Institutions ....	Mar. 17
Mar. 3 ....	88A, 1949 ....	Firewood for King Edward Memorial Hospital (recalled) ....	Mar. 17
Feb. 24 ....	83A, 1949 ....	Cable for State Electricity Commission ....	Mar. 24
1948.			Extended to
Nov. 23 ....	546A, 1948 ....	Transformers and Petersen Coils ....	Mar. 24
Dec. 2 ....	588A, 1948 ....	Transformers and Petersen Coils ....	Extended to
1949.			Mar. 24
Mar. 3 ....	89A, 1949 ....	Quicksilver ....	Mar. 24
			(Monday)
Feb. 10 ....	55A to 58A, 1949	Bitumen, 1949-50 ....	Mar. 28
Mar. 3 ....	86A, 1949 ....	Plant and Machinery for State Electricity Commission ....	Mar. 31
Mar. 3 ....	87A, 1949 ....	Steelwork for State Electricity Commission ....	Mar. 31
			Extended to
Jan. 13 ....	11A, 1949 ....	Automatic Coal Gas Producer Plant ....	April 7
Feb. 24 ....	82A, 1949 ....	Automatic Basket Centrifuge—recalled ....	April 7
Feb. 15 ....	75A, 1949 ....	100/125 K.W. Generating Unit ....	April 14
Feb 10 ....	62A, 1949 ....	Rigid Frame Omnibus Chassis (50 only) ....	April 14

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.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.  
Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
95/49	1949 Feb. 25	Hoskins Engineering and Foundry Pty, Ltd.	54A, 1949	Castings for Burner Carriage for State (W.A.) Alunite Industry, delivered F.O.R., Perth	Industries	£56 12s.
68/49	do.	J. & M. Veljacich	30A, 1949	Firewood, dry, (Boiler Wood) in 5 ft. lengths to Wooroloo Sanatorium during period from 6th March, 1949 to 28th February, 1950, as per Item 1	Health	40s. per cord.
42/49	do.	State Engineering Works	13A, 1949	C.I. Specials, Bend, etc., for Ejector Station, Alfred Road and Marmion Street, as per Item 1 to 13 inclusive	Metropolitan Water Supply	Total cost £86 9s. 6d.
69/49	do.	K. R. Woodbridge	31A, 1949	Firewood, Dry, in 1 ft. lengths to Wooroloo Sanatorium from 1st March, 1949, to 28th February, 1950, as per Item 1	Health	43s. per cord.
33/49	do.	Dawson Harrison Pty., Ltd.	21A, 1949	60 bags Subterranean Clover (first early Dwalganup, Government Certified), as per Item 1, F.O.R., Dumberning Siding	Education	1s. 6d. per lb.
102/49	do.	Elder Smith & Co. Ltd.	59A, 1949	3 Tons Subterranean Clover (first early Dwalganup, Government Certified)	Agriculture	1s. 6d. per lb.
71/49	do.	Ambleside Dairy	29A, 1949	Milk, Pasteurised, to Government Institutions, as follows : Item 1 Item 2 Item 3 Item 4 Item 5 Item 6 Item 7 Item 8	Various	gallon 2s. 3d. 2s. 3d., 2s. 4d. bottle 2s. 3d., 2s. 4d., bottle. 2s. 3d. 2s. 3d. 2s. 3d., 2s. 3d., 2s. 7d.,
84/49	do.	Metters Ltd.	71A, 1949	During period 1st March, 1949, to 28th February, 1950. Windmills Pump Rod, delivered F.O.R., Perth, as per Items 1, 2, 3 and 4	W. S. L. S.	Rates on application.
60/49	do.	Waller & Perkins	36A, 1949	12 only Caravans as per Item 1, delivered at Harvey	Public Works	£184 each.
1205/48	do.	R. Menegola	632A, 1948	Jarrah Piles for Albany Slipway, as follows :— Item 1 Item 2	Public Works	5s. per ft. 5s. per ft.
7097/48	do.	R. A. Berryman Noyes Bros. (Melb.), Ltd.	584A, 1948	66 K.V. Sub-Station Equipment, as follows :— Items 1, 2, 3, 4, 5 and 6 Items 6 (b) and 6 (c)	State Electricity Commission	Rates on application.
1098/48	do.	R. A. Berryman	585A, 1948	22 K.V. Sub-Station Equipment, as follows :— Item 1 Item 2 Item 4 Item 5 Item 3	do. do.	£252 10s. £54 15s. per set. £6 13s. each. 6s. each. £30 10s. each.
1099/48	do.	Atkins (W.A.), Ltd. Atkins (W.A.), Ltd. R. A. Berryman	..... ..... .....	6.6 K.V. Sub-Station Equipment, as follows :— Item 1 Item 2 Item 3 Item 4	do. do.	£5 4s. 6d. each. £30 14s. 6d. each. £39 4s. each. £5 0s. 8d. each. £135,000.
586/47	Feb. 28	Morts Engineering Co.	296A, 1947	Grab Hopper Dredge (1 crane ship)	Public Works	£135,000.
86/49	do.	W. Rickerby and T. B. Crogan	49A, 1949	Cartage of Materials for Public Works Department Housing Construction during period from 1st March, 1949, to 31st August, 1949, as follows :— Item 1 Items 2 to 7 inclusive	do.	2s. per ton-mile. £1 per 1,000 for 5 miles, 1s. 6d. per mile thereafter.

3rd March, 1949.

A. H. TELFER,  
Chairman.

## 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, 1st March, 1949.

THE following appointments have been approved:—

R.G. No. 58/41—Mr. Paul Victor Smith, as District Registrar of Births, Deaths and Marriages for the Bruce Rock Registry District, to maintain an office at Bruce Rock, *vice* Mr. Jack Trivett Cooke, transferred; appointment to date from 25th February, 1949.

R.G. No. 99/41—Constable Ivor Valentine Wells, temporarily as Assistant District Registrar of Births and Deaths for the Moora Registry District, to maintain an office at Dalwallinu, during the absence on leave of Constable Edward John Bayliss; appointment to date from 2nd March, 1949.

R.G. No. 25/45—Constable John Arthur Grey Duberly, temporarily as Assistant District Registrar of Births and Deaths for the Irwin Registry District, to maintain an office at Mingenew, during the absence on leave of Constable John Tyson Simpson; appointment to date from 1st March, 1949.

R. J. LITTLE,  
Registrar General.

Registrar General's Office,  
Perth, 1st March, 1949.

IT is hereby published, for general information, that the undermentioned Ministers have been duly registered in this office for the Celebration of Marriages throughout the State of Western Australia:—

R.G. No., Date, Denomination and Name, Residence,  
Registry District.

*The Assemblies of God in Australia, W.A. Assembly.*

92/46; 1/3/49; Pastor Ronald Greaves; 202 Lord Street, Perth; Perth.

*Roman Catholic Church.*

23/49; 1/3/49; Right Rev. Monsignor Edmond Kennedy, D.D., V.G.; The Presbytery, Salvado Road, Wembley; Perth.

23/49; 1/3/49; Rev. Thomas Ahern; Hehir Street, Belmont; Perth.

23/49; 1/3/49; Rev. William Cowan, O.M.I.; St. Patrick's Presbytery, Adelaide Street, Fremantle; Fremantle.

23/49; 1/3/49; Rev. Albert Edwin Lynch; The Presbytery, Cape Street, Osborne Park; Perth.

23/49; 1/3/49; Rev. Alan Edward Norbert Johnston; The Presbytery, Forrest Street, South Perth; Perth.

*Baptist Union of W.A. (Incorp.).*

63/47; 23/2/49; Mr. Hedley William Wright; Pratt's Residence, Gnowangerup; Katanning.

IT is hereby published for general information, that the names of the undermentioned ministers have been duly removed from the register in this office of ministers registered for the celebration of marriages throughout the State of Western Australia.

R.G. No., Date, Denomination and Name, Residence,  
Registry District.

*United Aborigines Mission, W.A. Council.*

42/49; 23/2/49; Mr. Hedley William Wright; Pratt's Residence, Gnowangerup; Katanning.

*Roman Catholic Church.*

23/49; 1/3/49; Rev. Daniel Breslin, O.M.I.; St. Patrick's Presbytery, Adelaide Street, Fremantle; Fremantle.

23/49; 1/3/49; Rev. Edmund McQuinn, O.M.I.; St. Patrick's Presbytery, Adelaide Street, Fremantle; Fremantle.

23/49; 1/3/49; Rev. Thomas Gilroy, V.F.; Albany; Plantagenet.

23/49; 1/3/49; Rev. Michael Joseph Philbin; Catholic Presbytery, Kellerberrin; Northam.

23/49; 1/3/49; Rev. Michael Kevin Holohan; The Presbytery, Rockingham; Jarrahdale.

23/49; 1/3/49; Right Rev. Monsignor John Thomas McMahon, M.A.; The Presbytery, Forrest Street, South Perth; Perth.

23/49; 1/3/49; Rev. Albert Thomas Langmead; Catholic Presbytery, Cape Street, Osborne Park; Perth.

23/49; 1/3/49; Rev. Humphrey Kearin; The Presbytery, 122 Shepperton Road, Victoria Park; Perth.

23/49; 1/3/49; Rev. Cyril Charles Stinson; Christian Brothers' College, St. George's Terrace, Perth; Perth.

R. J. LITTLE,  
Registrar General.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Silk Shop 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 The Silk Shop Pty., Ltd.

Dated this 24th day of February, 1949.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## COMPANIES ACT, 1943-1946.

Notice of Change of Company Name.  
Section 30 (5).

NOTICE is hereby given that Redcliffe Brick Company (1946) Limited has, by special resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Redcliffe Bricks Pty., Limited.

Dated the 21st day of February, 1949.

G. J. BOYLSON,  
Registrar of Companies.

FRENEY KIMBERLEY OIL COMPANY (1932)  
NO LIABILITY.

NOTICE is hereby given that a call, the sixth of sixpence (6d.) per share, making shares paid up to 4s. has been declared on the issued contributing shares of the Company, and that the same is due and payable at the Registered Office of the Company, 7-12 Warwick House (Third Floor), St. George's Terrace, Perth, on Tuesday, the 29th March, 1949.

By Order of the Board,  
W. A. CARCARY,

Secretary.

Perth,  
4th March, 1949.

N.B.—When remitting, shareholders are requested to state name on Certificates and consecutive numbers of shares. Exchange must be added to interstate and country remittances.

## THE COMPANIES ACT, 1893-1944.

In the matter of the Companies Act, 1893-1944, and in the matter of Montgomery Brothers Limited (in Liquidation).

NOTICE is hereby given that a Final Meeting of shareholders of the abovenamed Company will be held at the office of the Liquidator, English, Scottish and Australian Bank Chambers, St. George's Terrace, Perth, Western Australia, on Tuesday the 29th day of March, 1949, at 2.30 o'clock in the afternoon.

Business—To receive the Liquidator's Final Accounts and Report on the Liquidation; to consider and, if thought fit, pass such Final Accounts.

A. J. McLAREN,  
Liquidator.

McLaren & Stewart, Chartered Accountants (Aust.), English, Scottish and Australian Bank Chambers, 101 St. George's Terrace, Perth.



COMPANIES ACT, 1943-1947.  
Notice of Lost Share Certificate.  
Pursuant to Section 414 (1).

Fruit & Produce Agents Association Pty. Limited.  
NOTICE is hereby given that share certificate No. 8 for one share in the abovenamed Company entered in the name of Tasman Horatio Aubrey Nelson, of Nelson's Meat Market, Metropolitan Markets, West Perth, has been lost or destroyed and it is the intention of the Directors of the abovenamed Company to issue a duplicate certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 28th day of February, 1949.

Fruit & Produce Agents Association Pty. Limited.

H. C. STEWART,  
Secretary.

THE COMPANIES ACT, 1943-1947.

Arthur Cocks Co. Ltd.

NOTICE is hereby given that the Registered Office of this Company is situated at No. 8 Basement, Economic Chambers, William Street, Perth. The hours for business are as usual.

Dated this 1st day of March, 1949.

L. W. CHURCH,  
Attorney for above Company.

COMPANIES ACT, 1943-1946.

Form No. 74.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

New Era Herbal Tablets Pty. Limited.

NOTICE is hereby given that New Era Herbal Tablets Pty. Limited, a company registered under Part VIII of the Companies Act, 1893, and having its registered office at 1032-4 Hay Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 21st day of May, 1949.

Dated this 21st day of February, 1949.

DAVID, WALSH & LEMONIS,  
Warwick House,  
63 St. George's Terrace, Perth,  
Solicitors for the abovenamed Company.

ASSOCIATIONS INCORPORATION ACT, 1895-1947.

WE, Kenneth Gibsone, of Harvey, Farmer; George Herbert Woodley, of Harvey, Business Manager, and Henry Partridge Fry, of Benger, Farmer, Trustees of or persons thereunto authorised by the Harvey Bowling Club, do hereby give notice that we are desirous that such Club be incorporated under the provisions of the Associations Incorporation Act, 1895-1947.

K. GIBSONE.  
GEO. H. WOODLEY.  
H. P. FRY.

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 Harvey Bowling Club filed in pursuance of the Associations Incorporation Act, 1895-1947.

1. Name of Institution—The Harvey Bowling Club.
2. Object or Purpose of the Institution—To promote, encourage and foster the sport of bowls; to provide facilities therefor; to purchase, lease and acquire property for such purpose; to provide club house, buildings and rinks; to borrow or raise money.
3. Where situated—Harvey.
4. Names of the Trustees—Kenneth Gibsone, George Herbert Woodley, and Henry Partridge Fry.

5. In whom the Management of the Institution is vested and by what means—A committee consisting of the president, two vice-presidents, hon. treasurer, hon. secretary, and five members, with members of match and green committees (*ex officio*) elected in accordance with the club rules, and in whom management is vested by such rules.

Ball & Robertson, Solicitors, Harvey.

THE ASSOCIATIONS INCORPORATION ACT, 1895.

WE, Edward Henry Bruce Lefroy, of Cranmore Park, Walebing; Harold Thomas Seymour, of Milng, and Roy Francis White, of Milng, Trustees of or persons hereunto authorised by Milng Community Advancement Association do hereby give notice that we are desirous that such institution should be incorporated under the provisions of the Associations Incorporation Act, 1895.

E. H. B. LEFROY.

H. T. SEYMOUR.

R. F. WHITE.

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 Milng Community Advancement Association filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of Institution—Milng Community Advancement Association.
2. Object or purpose of the Institution—To assist in the educational, cultural, medical, and charitable needs of the Milng district.
3. Where situated or established—Milng.
4. The name or names of the Trustee or Trustees—Edward Henry Bruce Lefroy, Harold Thomas Seymour and Roy Francis White.
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.

PARTNERSHIP ACT, 1895.

Notice of Dissolution of Partnership.

NOTICE is hereby given that the Partnership business of Export Agents heretofore carried on at 104 St. George's Terrace, Perth, in the State of Western Australia, under the name of "Marshall Bros." by Rothchild Marshall, of 8 Loch Street, Claremont, in the said State and Samuel Saul Marshall, of Savoy Hotel, Perth, aforesaid, has been dissolved by mutual consent as from the 1st day of July, 1948.

Rothchild Marshall continues to carry on the business of Export Agents at 104 St. George's Terrace, Perth, aforesaid, under the name of "Marshall Bros." and all accounts relating to the said late Partnership should be forwarded to him at that address.

Dated the 1st day of March, 1949.

R. MARSHALL.

Signed by the said Rothchild Marshall in the presence of—

G. J. Ruse,  
Solicitor, Perth.

S. MARSHALL.

Signed by the said Samuel Saul Marshall in the presence of—

G. J. Ruse,  
Solicitor, Perth.

# IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 44 of 1948.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and White Rock Quarries, John Dunstan & Sons (W.A.) Ltd., and Mountain Quarries Ltd., Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

## Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

### 1.—Scope.

This Award shall apply to the various classes of workers set out in Clause 18 hereof.

### 2.—Definitions.

(a) "Officer-in-charge" shall mean the Engineer or Supervisor in charge of the work.

(b) "Wet ground" shall mean ground where the water is over the worker's ankle or where in performing the work the splashing of the water and mud saturates the worker's clothing.

### 3.—Hours.

(a) Forty (40) hours shall constitute a week's work.

(b) The hours of work shall be arranged so that the worker shall work not more than eight (8) hours on each day Monday to Friday inclusive.

(c) All work shall cease not later than 5 p.m. on Friday.

### 4.—Overtime.

(a) All time worked outside or in excess of the usual daily hours shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Time worked during the recognised meal period shall be paid for at the rate of time and a half: Provided that the meal hours for powder monkeys and men barring down shall be varied to suit the convenience of the employer's business without the payment of penalty rates.

(c) All work performed on Sundays or the holidays prescribed in clause 5 hereof shall be paid for at the rate of double time Provided that at the option of the employer an equivalent period for the time so worked may be added to the worker's annual leave.

(d) 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.—Holidays and Annual Leave.

(a) Subject to clause 4 (c) hereof, the following days, or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) i. When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday.

ii. When the worker is not on duty or available on the whole of the working day immediately preceding a holiday, or does not resume duty or is not available on the working day immediately succeeding such holiday as prescribed in this clause, the worker shall not be entitled to a paid holiday as prescribed in subclause (a) hereof.

(c) On any public holiday not prescribed as a holiday under this Award 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.

(d) 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.

(e) If any holiday named in subclause (a) hereof 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.

(f) 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.

(g) 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 Award shall not count for the purpose of determining his right to annual leave.

(h) 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 (f) 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.

(i) 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.

(j) The provisions of this clause shall not apply to casual workers.

### 6.—Working in Higher Grades.

(a) Any worker carrying out work classified at higher minimum than his ordinary rate for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of such shift: Provided that such minimum rate is not lower than such worker's regular rate of pay.

(b) If a worker is employed for less than two (2) hours in any shift at work classified at a higher minimum than his ordinary rate, such worker shall be paid his ordinary rate for the whole of such shift.

### 7.—Wet Ground.

Any worker working in wet ground shall be paid one shilling (1s.) per day extra.

### 8.—Water Supply.

A supply of boiling water for making tea shall be available each day at meal times.

### 9.—Payment of Wages.

In the event of a worker being paid off, he shall be paid on the works at the time he is discharged, otherwise his expenses going to and from his home to collect his money shall be paid by the employer.

## 10.—Board of Reference.

The Court may appoint, for the purposes of this Award, a Board of Reference. Such Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties.

There are assigned to such Board, in the event of no agreement being arrived at between the parties to this Award, the functions of:—

- i. adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Award or any of them;
- ii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award;
- iii. deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which for the purpose are embodied in this Award.

## 11.—Respirators for Dust.

Men working on plants shall, upon request, be supplied with respirators.

## 12.—Contract of Hiring.

(a) The contract of hiring of every worker shall be by the day and shall be terminable by one day's notice given on either side.

(b) This clause does not affect the right to dismiss for misconduct and in such cases wages shall be paid up to the time of dismissal only.

## 13.—Interviewing Workers.

An accredited representative of the Union shall be permitted to interview workers during the recognised meal period on the premises of the employer.

## 14.—Sick Pay.

(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 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.

(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, or for sickness arising out of his own wilful default.

(c) 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.

## 15.—Posting of Award and Union Notices.

A copy of this Award shall be posted on the job where it is easily accessible to the workers. The Union shall be allowed to post Union notices in any works in a place agreed upon between the Union and the employer. In case of any dispute as to where the notice shall be posted the matter shall be decided by the Board of Reference appointed under this Award.

## 16.—First Aid.

On any job where workers are employed a first aid outfit shall be provided.

## 17.—Time and Wages Book.

The employer shall keep or cause to be kept a time and wages record in which shall be shown—

- (a) The starting and finishing time of each worker and the hours worked each day.
- (b) The classification of each worker.
- (c) The wages paid to each worker each week.

## 18.—Wages.

	Per Week.
	£ s. d.
(a) Basic Wage:	
Within a radius of fifteen miles of the G.P.O., Perth .. .. .	5 17 5
Outside a fifteen (15) mile radius of the G.P.O., Perth, but within the South-West Land Division of the State .. .. .	5 17 1

	Margin Per Week over Basic Wage.
	£ s. d.
(b) Adult Males:	
Powder Monkey .. .. .	1 7 0
Crusher Feeder .. .. .	1 2 0
Machine Man .. .. .	18 0
Man Barring Down .. .. .	18 0
Spaller .. .. .	18 0
Plant Attendant .. .. .	1 7 0
Man filling wagons under bin .. .. .	18 0
Blacksmith's Striker .. .. .	18 0
Jumperman .. .. .	13 6
Others .. .. .	9 0
Tool Sharpener .. .. .	1 2 6

	% of Male Basic Wage Per Week.
(c) Junior Males:	
Nipper under 16 years of age .. .. .	62.08
Nipper between 16 and 17 years of age .. .. .	68.78
Nipper 18 years and over .. .. .	75.44

## 19.—Term.

The term of this Award shall be for a period of one year commencing as from the beginning of the first pay period after the date hereof.

## 20.—Area.

This Award shall have effect over the area comprised within the South-West Land Division of the State of Western Australia: Provided that in the event of quarrying operations recommencing within a radius of seven (7) miles of the Donnybrook Post Office, liberty is reserved to either party to apply for an award to cover such undertakings.

## 21.—Country Work and Travelling Time.

(a) The employer shall pay railway and other transport fares, or shall provide transport free of charge from the place of engagement to the place of work, and when the worker's services are terminated because there is no further work available return fares or transport to place of engagement shall also be paid or be provided by the employer: Provided that, in the event of any worker leaving the work of his own accord, or being dismissed on account of misconduct or unsatisfactory work within six (6) weeks of time of engagement, the amount of the fare to the job may be deducted from any amounts due to such worker at the time of dismissal, and he shall forfeit privileges of free return to place of engagement.

(b) Time occupied by a newly engaged or re-engaged employee in travelling from his town of abode to the place of work shall be paid for as follows:—

- i. Where the place of work is within a radius of fifty (50) miles from his town of abode—one-quarter ( $\frac{1}{4}$ ) day's pay.
- ii. Where the place of work is not within a radius of fifty (50) miles but is within a radius of one hundred (100) miles from his town of abode—one-half ( $\frac{1}{2}$ ) day's pay.
- iii. Where the place of work is not within a radius of one hundred (100) miles from his town of abode—one (1) day's pay.

- Provided—
- (a) that this clause shall operate only if the employee works on the job for at least ten (10) days;
  - (b) that the maximum time to be paid in respect of any one day for travelling time, pitching camp, and wages earned shall not exceed one (1) day.
  - (c) that the provisions of this clause shall not interfere with existing custom relating to workers transferred.
- (c) Where employees are sent on duty from one place to another they shall be allowed as a travelling allowance eight shillings (8s.) per day, to be made up of two shillings (2s.) per item.
- (d) If employees are transferred to another job at their own request, they shall not be entitled to fares or any allowance under this clause.

22.—Breakdowns, Etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

23.—Underrate Workers.

- (a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.
- (b) In the event of no agreement being arrived at the matter may be referred to the General Board of Reference for determination.
- (c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 1st day of November, 1948.  
(Sgd.) E. A. DUNPHY, President.  
[L.S.]

Filed at my office this 1st day of November, 1948.  
(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.  
No. 66 of 1947.  
Between The Food Preservers Union of Australia,  
Western Australian Branch, Union of Workers,  
Coastal Districts, Applicant, and G. Wood, Son &  
Co. and other employers as per schedule attached,  
Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Scope.

This Award shall apply to workers following the vocations mentioned in clause 7 hereof in the manufacture, preparation, packing or putting up of spices, condiments, coffee, chicory, cocoa, tea, jelly crystals, farinaceous foods (except macaroni or similar products), polishes, honey and other similar lines generally manufactured, packed or put up by manufacturing grocers.

2.—Area.

This Award shall have effect over the area comprised within a radius of fourteen (14) miles from the General Post Office, Perth, but excluding the area occupied by the works and undertakings owned and controlled by Australasian Conference Association Limited, trading as "Sanitarium Health Food Company."

3.—Term.

The term of this Award shall be for a period of one (1) year commencing as from the first pay period commencing after 29th October, 1948.

4.—Definitions.

- (a) "Casual worker" shall mean any worker engaged for less than one (1) week and who shall be paid whilst so employed at the rate of ten per cent. (10%) in addition to the rates prescribed in clause 5 hereof.
- (b) "Leading hand" shall mean a worker who is appointed as such by the employer, and who in addition to his ordinary duties is required by the employer to supervise the work of other workers.

5.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:—

	Per Week.
(a) Basic Wage:	£ s. d.
Males .. .. .	6 1 7
Females .. .. .	3 5 8
	Margin over Basic Wage Per Week.
(b) Adult Males:	£ s. d.
Worker roasting and/or grinding and mixing and blending coffee or chicory .. .. .	1 10 0
Coffee essence makers .. .. .	1 5 0
Other mixers and blenders .. .. .	1 2 6
Roasters of other commodities .. .. .	1 2 6
General factory hands .. .. .	1 1 3
All others .. .. .	5 0
(c) Adult Females .. .. .	5 0

	% of Male Basic Wage Per Week.
(d) Junior Males:	
14 to 15 years of age .. .. .	30
15 to 16 years of age .. .. .	40
16 to 17 years of age .. .. .	50
17 to 18 years of age .. .. .	60
18 to 19 years of age .. .. .	70
19 to 20 years of age .. .. .	80
20 to 21 years of age .. .. .	90

	% of Female Basic Wage Per Week.
(e) Junior Females:	
15 to 16 years of age .. .. .	45
16 to 17 years of age .. .. .	55
17 to 18 years of age .. .. .	65
18 to 19 years of age .. .. .	75
19 to 20 years of age .. .. .	85
20 to 21 years of age .. .. .	95

(f) Leading hands, appointed as such by the employer, shall be paid 1s. 6d. per day in addition to the rate prescribed herein.

(g) In the event of the National Security (Female Minimum Rates) Regulations being rescinded during the term of this Award, liberty is reserved to the applicant to apply for the fixation of marginal rates for adult females.

## 6.—Hours.

(a) Forty hours shall constitute a week's work and shall be worked between the hours of 7 a.m. and 6 p.m. Monday to Friday inclusive.

(b) Any adult worker, other than a shift worker, called upon to commence work between twelve midnight and 7 a.m. on operations which must necessarily commence between those times shall be paid two shillings (2s.) per day in addition to his ordinary rate.

## 7.—Overtime.

(a) All time worked in excess of eight (8) hours per day, or, subject to clause 6 (b) outside the usual starting and finishing times shall be deemed overtime and shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) When a worker without being notified the previous day is required to continue working after the usual knock-off time for more than one hour, he shall be provided with any meal required or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

(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.—Meal Times.

No female worker or junior male worker shall be employed for a longer period than five (5) hours without a break for a meal. The time allowed for each meal required shall not be more than one (1) hour.

## 9.—Mixed Functions.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

## 10.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker, shall be a weekly contract terminable by one week's notice on either side, given on any working day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to clause 13 hereof.

(c) This clause does not affect the right to dismiss for misconduct, and in such case wages shall be paid up to the time of dismissal only.

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

## 11.—Holidays.

(a) The following days, or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) All work performed on any of the foregoing days shall be paid for at the rate of double time.

(c) On any public holiday not prescribed as a holiday under this Award 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.

## 12.—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 award 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 (1/6th) 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 Award shall not count for the purpose of determining his right to annual leave.

(e) 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.

(f) 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.

(g) The provisions of this clause shall not apply to casual workers.

## 13.—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.

(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 or for sickness arising out of his own wilful default.

(c) 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.

## 14.—Junior Workers' Certificate.

Junior workers, upon being engaged shall, if required furnish the employer with a certificate containing the following particulars:—

- i. Name in full;
- ii. Age and date of birth;
- iii. Name of each previous employer and length of service with such employer;
- iv. Class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be endorsed on the certificate and signed by the employer, upon request of the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age or length of service of the worker being wrongly stated on the certificate. If any junior worker shall wilfully misstate his age in the above certificate he alone shall be guilty of a breach of this Award.

#### 15.—Board of Reference.

The Court may appoint for the purpose of this Award a Board or Boards of Reference. Each such Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations.

There are assigned to each such Board in the event of no agreement being arrived at between the parties to this Award, the functions of:—

- adjusting any matters of difference which may arise from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award;
- deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1941, which for the purpose are embodied in this Award.

#### 16.—Posting of Award.

Every employer shall post a copy of this Award in a conspicuous place in the factory, easily accessible to all workers.

#### 17.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board and pending the Board's decision the worker shall be entitled to work for the employer at the proposed lesser rate.

#### 18.—Payment of Wages.

Wages shall be paid at least once weekly.

#### 19.—Record.

(a) The employer shall keep or cause to be kept a record or records containing the following particulars:

- Name of each worker;
- the nature of his work;
- the hours worked each day and each week;
- the wages and overtime (if any) paid each week;
- the age of each junior worker.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union, during the usual office hours at the employer's office, or other convenient place, and the representative may be allowed to take extracts therefrom.

#### 20.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 17th day of November, 1948.

(Sgd.) E. A. DUNPHY, President.  
[L.S.]

Filed at my office this 17th day of November, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

#### SCHEDULE OF RESPONDENTS.

G. Wood, Son & Co.  
D. & J. Fowler Ltd.  
J. & W. Bateman Ltd.  
Henry Berry & Co. Ltd.  
National Trading Co.  
Parson Bros.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 83 of 1947.

Between Coastal Dock, Rivers and Harbour Works  
Union of Workers, Applicant, and The Minister  
for Works, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

(Note: Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

#### 1.—Wages.

Basic Wage:	Per Week.
	£ s. d.
Within a fifteen (15) mile radius from the General Post Office, Perth .. ..	6 1 7
South-West Land Division, excluding the metropolitan area .. ..	6 1 3
Elsewhere .. ..	6 9 6

	Margin
	Per Week.
	£ s. d.
Ladderman .. ..	2 0 0
Pipe Winchman on suction dredge .. ..	2 0 0
Leading Winchman .. ..	1 10 0
Winchman (including assistant winchman after three months' experience) .. ..	1 5 0
Assistant Winchman (less than three months' experience) .. ..	1 0 0
Quartermaster .. ..	1 0 0
Deckhand .. ..	1 0 0
Fireman .. ..	1 10 0
Greaser .. ..	2 0 0
Casual Watchman on dredge in commission for week-end work—deck hand's ordinary rate plus 10%. (Per shift of eight (8) hours .. ..)	£1 11s. 2d.)

#### 2.—Hours of Duty.

(a) The ordinary hours of work shall not exceed forty (40) per week and shall be worked in shifts of eight (8) consecutive hours per day Monday to Friday inclusive.

(b) Where only one shift is being worked on a dredge in commission such shift shall be from 8 a.m. to 4 p.m. or such other hours as may be mutually agreed upon between the parties.

(c) Where two or more shifts are being worked the change of shifts shall be arranged to suit public transport facilities.

(d) Shift workers when employed on afternoon or night shift shall be paid five per cent. (5%) in addition to their ordinary rates for such shifts providing that when a dredge is not operating on a two or three shift basis firemen who are required to watch and maintain steam shall not be entitled to this shift loading.

(e) i. With the complement living on board, shift hours shall be fixed with due consideration to weather conditions, commencing time being not earlier than 7 a.m. for the day shift: Provided, however, that except in the case of accident or other unforeseen circumstances, the winches of dredges shall cease work for a period of at least eight (8) consecutive hours prior to the commencement of such day shift.

ii. Before any alteration is made in the hour of commencement of a shift, a week's notice thereof shall be given to the workers concerned.

(f) Time shall be counted when the men are actually working or when the dredges are under way. It is agreed that stationary dredges shall not be considered under way.

(g) The provisions of subclause (e) shall not apply when a dredge is proceeding from one port to another in which case the shifts to be worked and the time of commencement shall follow the practice in operation prior to the making of this Award.

(h) 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 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.

### 3.—Preference.

(a) Preference shall be given to members of the Coastal Dock Rivers and Harbour Works Union of Workers over non-members provided that there are available at the port where the work is offering, members of the Union bearing good records and qualified to perform the work to be done.

(b) Preference then to be given to members of the union who are available at the port where the work is offering, bearing good records and qualified to perform the work to be done.

(c) Provided that all employees who may be employed on dredges, covered by this award, shall join the Coastal Dock, Rivers and Harbour Works Union of Workers not later than the second full pay day after commencing work thereon.

### 4.—Engagement of Labour.

Engagement of crews of dredges shall be made at the recognised pick-up place and at such times as the pick-up place is normally open for the engagement of labour.

i. For the port of Fremantle—at the union pick-up place.

ii. For all other ports—at the executive office of dredging operations.

### 5.—Contract of Service.

(a) Except in the case of a casual worker whose engagement shall be by the hour, the contract of service of every worker shall be a weekly contract terminable on either side by one (1) week's notice given on any day or by payment on any day of one (1) week's wages in lieu of such notice.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance subject to the provisions of Clause 10 (Sick Leave) or such absence is on account of holidays to which the worker is entitled under the provisions of this Award.

(c) This clause does not affect the right to dismiss for misconduct in which case wages shall be paid up to the time of dismissal only.

(d) The employer shall be entitled to deduct payment for any day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union or through any break-down of the employer's machinery or from any other cause for which the employer is not responsible. The decision as to whether it is too wet to work shall rest with the master of the dredge.

### 6.—Meal Hours.

The present practice whereby a dredge operates continuously in eight-hour shifts without cessation for a recognised meal hour shall continue: Provided that during each shift reasonable time shall be allowed each worker to have his meal, and to enable this to be done, employees shall relieve each other during such meal hours as at present.

### 7.—Overtime.

(a) All time worked outside of or in excess of the usual working hours shall be paid for at the rate of time and a half for the first four (4) hours after the stopping time of shift, and double time thereafter: Provided that an employee required to commence work within one and a half (1½) hours before the starting time of shift shall be paid time and a half until such starting time. When an employee is required to commence work before one and a half (1½) hours of the starting time of such shift, he shall be paid double time until such starting time. Notwithstanding anything herein to the contrary, all overtime in excess of four (4) hours on any day shall be paid for at the rate of double time.

(b) Where work is done on Saturdays, it shall be paid for at the rate of time and a half for the first four (4) hours, and double time thereafter: Provided that workers called out for duty at or after 5 p.m. on Saturdays shall be paid double time.

(c) If the employer requires an employee to work on Sunday, such employee shall be paid at the rate of double time.

(d) If an employee is recalled to work after leaving his job, he shall be paid a minimum of two (2) hours at overtime rates.

### 8.—Annual Leave.

(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 the Minister after a period of twelve (12) months' continuous service with the department.

(b) If any award 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) A worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve months' continuous service, in which case should the services of such worker terminate or be terminated prior to the completion of twelve (12) months' continuous service, the said worker shall refund to the Minister the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.

(d) i. Subject to paragraph ii, when computing the annual leave due under this clause no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds three (3) calendar months, in which case deduction may be made for such excess only.

- ii. Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six (6) months only of any such period shall count as service for the purpose of computing annual leave.

(c) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer.

(f) Any worker who may resign or be dismissed from the service for any cause, other than for peculation or theft, shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service: Provided always that if the worker has been dismissed for peculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(g) When work is closed down for the purpose of allowing annual leave to be taken, workers with less than a full year's service shall only be entitled to payment during such period for the number of days' leave due to them: Provided that nothing herein contained shall deprive the Minister of his right to retain such workers at work during the close-down period as may be required.

(h) Workers regularly working for the Government north of South Latitude 26 shall be allowed to accumulate annual leave for two (2) years, subject to the convenience of the department. Such workers who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two (2) years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.

(i) "Ordinary wages" for the purpose of subclause (a) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

(j) The provisions of this clause shall not apply to casual workers.

#### 9.—Public Holidays.

(a) Except as hereinafter provided, each of the following days, or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely—New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, King's Birthday, Christmas Day, and Boxing Day, provided that in lieu of King's Birthday, Union Picnic Day may be allowed and paid for as a holiday under this Award.

(b) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday, he shall be paid for the time worked as if it was an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.

(c) In the case of workers working a five-day week, no payment or a day in lieu shall be granted for any public holiday falling on a Saturday.

(d) Payment for holidays shall be in accordance with the usual hours of work.

(e) Payment shall not be made for any holiday which occurs whilst a worker is off duty owing to leave without pay, or sickness, including accidents off duty, excepting time for which he is entitled to sick pay.

(f) When a worker is on duty or available for duty on the whole of the working day immediately preceding a holiday, or resumes duty or is available for duty on the whole of the working day immediately following a holiday, as prescribed in subclause (a), he shall be paid for such holiday.

(g) A casual worker shall not be entitled to payment for any holiday referred to in this clause.

(h) The Union shall give the employer not less than fourteen (14) days' notice, in writing, of the date on which it is intended to hold the Union picnic.

#### 10.—Sick Leave.

- (a) i. 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's pay for each completed month of service.

- ii. The liability of the employer shall in no case exceed one (1) week's wages during each calendar year in respect of each worker 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.

- iii. 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.

(b) The clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1944.

(c) No worker shall be entitled to the benefit of this clause unless he produces proof satisfactory to his employer or his representative of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) consecutive working days or more.

(d) No payment shall be made for any absence due to the worker's own fault, neglect or misconduct.

(e) i. Periods of service of less than one (1) month shall not be included as service for the computation of sick leave.

ii. Periods of one (1) month and over shall be totalled and payment for sick leave computed on the total of such service during the year.

(f) This clause shall not apply to casual workers.

#### 11.—Casual Workers.

A casual worker is one for whom work over a longer period than twelve (12) consecutive days is not provided by the employer, not including holidays. Such casual worker shall be entitled to an increase of ten per cent. (10%) over the ordinary wage.

#### 12.—Conveyance of Crews.

Employees shall be conveyed by the Minister free of charge from and to the recognised landing stages to and from the dredge.

#### 13.—Dredging Operations with Complement Living on Board.

(a) When the Minister requires the complement to live aboard a dredge he shall supply cooking utensils, a cook, and sleeping accommodation, and pay an away from home allowance of four shillings and sixpence (4s. 6d.) per day for every complete day, or one shilling and sixpence (1s. 6d.) per meal when the full day is not completed.

(b) The provisions of Clause 14 (c) (ii) shall apply in respect to sleeping accommodation.

(c) The provisions of Clause 14 (e) (iv) shall apply.

(d) Where not already provided, a hot shower and soap shall be provided for the use of employees.

(e) The employees on each dredge to which this clause applies may nominate from amongst their number an honorary committee of three for the purpose of supervising and checking the ordering, delivery, and receipt of commodities required for food and the payment and discharge of the accounts therefor: Provided that on any such committee one additional person may be appointed to represent the other workers not governed by the Award.

#### 14.—Sustenance Allowance.

(a) In places where an employee is transferred to another port for a period exceeding six months, he may be required by the Minister to accept free transport for himself, wife, family and effects, with an allowance of five pounds (£5) for married employees and one pound (£1) for single men in lieu of the allowance set out hereunder. If required to travel by train "free transport" shall in these cases include second class sleeping berths, if available, for employee, wife and family.



(b) Employees transferred for a period exceeding three months, but which is not expected to exceed six months, shall be paid a weekly allowance of thirty shillings (30s.) in lieu of transfer or lodging allowance to cover the excess cost of living while away from home.

(c) Employees working away from their home port, other than those mentioned, shall be paid at the rate of ten shillings (10s.) per day for the first seven (7) days and thereafter eight shillings (8s.) per day until returned thereto, unless victualling and accommodation is paid by the Minister.

(d) Except as otherwise provided in Clause 13, employees absent from their place of abode on duty in their home port for a period exceeding twenty-four hours shall be paid five shillings (5s.) for the first twenty-four hours and eight shillings (8s.) for each subsequent twenty-four hours, or be provided with board and lodging.

(e) i. Employees working on a dredge when journeying from one port to another shall be paid ten shillings (10s.) per day unless victualling and accommodation is supplied by the Minister. When victualling and accommodation is supplied, by the Minister, the following conditions shall be observed.

ii. The Minister shall supply for the use of the employee all necessary utensils, to be of enamel or of a similar nature thereto, but not tin, free of cost to employee, and also bedding consisting of mattress, mattress cover, pillow, pillow case, two sheets and two blankets, and a third blanket to be supplied on application in cold latitudes: Provided that in the event of the employee failing to return in good order any of such utensils or bedding as may have been issued to him the Minister shall deduct a sum, being not more than seventy-five per cent. of the value of such utensils or bedding not returned, from any money due to such employee on termination of the journey. The mattress supplied to be of flax or other fibre and not of straw.

iii. All necessary eating utensils and messing utensils, including washing cloths and drying towels, shall be supplied by the Minister prior to the commencement of the journey.

iv. The accommodation provided to the employees shall be cleaned in the Minister's time each day during the journey.

v. One towel and soap shall be provided by the Minister for use by each employee each week during the journey free of cost so long as the employee uses the towels reasonably and hands them back each week and subject to the conditions set out in Clause 14 (e) (ii).

(f) The Minister shall not be called upon to bear any expense in returning the employee to the port of engagement if he leaves his employment without permission or is dismissed for misconduct. In the event of a dispute regarding the application of this subclause, it shall be settled by a Board consisting of representatives of the Minister and Union and a chairman to be mutually agreed upon.

(g) Employees sent from their home port to duties in another port, if required to travel by train, shall be provided with second-class compartments, including second-class sleeping berths if available. In such cases, travelling time during ordinary working hours up to a minimum of eight hours a day shall be paid, calculated at the ordinary rates of pay operating at the home port.

#### 15.—Travelling Time.

All travelling time in excess of ten (10) minutes each way between the places of embarkment and disembarkment and the dredges shall be paid at ordinary time rates.

#### 16.—Dredge Proceeding from Port to Port.

Wages and conditions of members of crews of dredges proceeding from port to port shall be decided by negotiation and agreement between the parties at the time that such voyages are pending. Failing agreement between the parties, the matter to be determined by the Board of Reference.

#### 17.—Wet Pay.

(a) Any employee working in water shall be paid an allowance of one shilling (1s.) per day or part of a day.

(b) In exceptional cases where the work is excessively wet, an extra allowance may be agreed upon, or failing agreement, determined by the Board of Reference.

(c) Workers called upon to work overtime in water shall receive an extra one shilling (1s.) or the appropriate allowance fixed by the Board of Reference, for each eight (8) hours or portion thereof of overtime worked, and such allowance shall be treated as a portion of the wage for the calculation of overtime. For all other purposes the extra payment shall be deemed an allowance.

#### 18.—Oilskins, etc.

(a) The department shall supply oilskins and gum boots free of charge at the discretion of the engineer in charge to men compelled to work in exposed positions.

(b) Leather gloves shall be supplied to crews of dredges where considered necessary.

#### 19.—Higher Duties.

Any worker carrying out work classified at a higher minimum than his ordinary rate for two hours in any one shift shall be paid the minimum rate for the whole of that shift: Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two hours at work classified at a higher minimum than his ordinary rate he shall be paid his ordinary rate for the whole of that shift.

#### 20.—Time Book.

Masters and engineers in the dredge shall be responsible for the time being correctly kept.

#### 21.—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 Award.

#### 22.—Inspection of Dredges.

A representative of the Union may inspect the dredges covered by this Award in company of representatives of the Minister from time to time for the purpose of making requests regarding accommodation and the working conditions generally as far as they apply to the members of the Union.

#### 23.—Board of Reference.

The Court appoints for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives nominated by the parties. There are assigned to such Board in the event of no agreement being arrived at between the parties to the Award, the functions of—

- Classifying and fixing wages, rates and conditions for any machine, occupation or calling not specifically mentioned in the Award.
- Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them.
- Deciding any other matter that the Court may refer to the Board from time to time.

#### 24.—District Allowance.

In addition to the wages prescribed in Clause 1 of this Award, the following district allowance (daily) shall be paid to employees working in the under-mentioned places—

	s.	d.
(a) Carnarvon .. .. .	3	8
(b) Onslow, Point Samson, Port Hedland	4	8
(c) Broome, Derby .. .. .	5	8
(d) Esperance 1/9 per day if employees are required to provide their accommodation and food.		
(e) Wyndham .. .. .	7	8

25.—Area.

This Award shall operate over the coastline of Western Australia from and including Wyndham on the north to a point 20 miles east of Esperance in the south; and fifteen miles from the coastline.

26.—Definitions.

"Fremantle harbour" shall mean the Fremantle harbour, as at present defined under the Act relating thereto.

"Albany harbour" shall mean the Albany harbour as at present defined.

"Bunbury harbour" shall mean the Bunbury harbour as at present defined.

"Geraldton harbour" shall mean the Geraldton harbour as at present defined.

"All other ports in Western Australia" shall mean a limit of three (3) miles from the entrance.

"Home port" shall mean the port of engagement.

27.—Term.

The currency of this Award shall be three (3) years from the date hereof: Provided that at any time after the expiration of twelve months from its date, the Court may add to, alter, or amend the Award on application of any party.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 10th day of November, 1948.

[L.S.] (Sgd.) E. A. DUNPHY, President.

Filed at my office this 10th day of November, 1948.

(Sgd.) S. E. WHEELER, Clerk of the Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 43 of 1948.

(Registered 7/10/1948)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1935, this 21st day of June, 1948, between The Australian Workers' Union, Westralian Branch, Industrial Union of Workers (hereinafter called "the Union") and Big Bell Mines Limited (hereinafter called "the Employer"), whereby it is mutually agreed as follows:—

1.—Term.

The term of this Agreement shall be for a period of one year from the 23rd of June, 1948.

2.—Area and Scope.

This Agreement shall apply to the Mess House, situated on the land and premises occupied by the Big Bell Mines Limited at Big Bell and conducted by that company.

3.—Hours.

(a) Forty-four hours shall constitute a week's work. Provided that, if and when, the Court of Arbitration of Western Australia prescribe by an award that forty hours shall constitute a week's work in the catering industry this Agreement shall be amended accordingly

(b) All workers shall be entitled to receive one full day off duty in each week provided always that two half days may be granted by agreement between the employer and the worker in lieu of the one full day.

If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

A worker shall not be required to work more than four hours on the day on which his half day off occurs.

All work done on Christmas Day, Easter Monday, Labour Day and one additional day in each calendar year, to be nominated by the employer, shall be paid at the rate of double time.

(c) A worker who is at liberty to leave the premises of the employer for any time being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working hours.

4.—Spread of Shift.

(a) Sprcad of shift shall mean the time that elapses from the worker's starting time to the worker's finishing time for the day.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spreads of shift shall not exceed seventy-eight hours.

(d) Subject to Clause 10. (Overtime) the longest spread of shift in any one day shall not exceed twelve hours.

5.—Breaks in Shifts.

In addition to breaks of at least half an hour, but not more than one hour each, for meals, there may be breaks of at least two (2) hours during each shift. Such breaks of two (2) hours may include a meal break.

6.—Night Work.

Except for the man baking bread, any work done after twelve (12) o'clock midnight and before (5) o'clock a.m., shall be paid at treble rates in case of females, and time and a half in the case of male workers.

7.—Wages.

The following shall be the minimum rate of wages payable to workers per week: —

Basic Wage ..	£6/4/9	Males	£3/7/4	Females			
		Cooks.					
		Males.		Females.			
		Margin per week		Margin per week			
		over Male		over Female			
		Basic Wage.		Basic Wage.			
		Males.		Females.			
When three cooks are employed.							
	£	s.	d.	£	s.	d.	
1st Cook .. ..	1	16	6	3	2	10½	
2nd Cook .. ..	13	4½		1	19	9	
3rd Cook .. ..	3	3		1	12	6	
When two cooks are employed.							
	1	4	10½	2	14	1½	
		4	9		1	14	0
When one cook is employed.							
	17	9		1	19	9	
				£	s.	d.	
2. Waiter .. ..				1	9		
3. Kitchenman, Pantryman,							
Sculleryman .. ..				1	0		
4. Yardman, Handyman and							
any unspecified male							
worker .. ..				1	0		
5. Meat Preparer .. ..				1	0	0	
6. Cook baking bread ..				1	19	0	
7. Waitress .. ..				19	10½		

8.—Definitions.

"Waiter" shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

9.—Junior Workers.

(a) Male workers under the age of twenty-one years may be employed as junior workers in any of the occupations covered by this Agreement in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:

	Percentage of Male Basic Wage.
Between 18 and 19 years of age ..	55
Between 19 and 20 years of age ..	75
Between 20 and 21 years of age ..	90

(b) Female Workers. Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Agreement in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates, in addition to board and lodging:

	Percentage of Female Basic Wage.
Under 18 years of age . . . . .	34
Between 18 and 19 years of age . . . . .	45
At 19 years of age . . . . .	Full Adult Rate

Provided that, where no adult is employed, one junior female may be employed.

#### 10.—Overtime.

All work done outside the daily spread provided in Clause 4, or beyond eight (8) in any one day, or beyond forty-four hours in any one week shall be deemed to be overtime. 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 hours in any one week shall be paid for at the rate of double time.

#### 11.—Annual Holidays.

(a) Annual holidays shall be taken at the convenience of the management of the mine, workers to receive one month's notice of the date on which the holiday is to commence.

(b) On completion of twelve month's service each worker shall be entitled to three weeks holiday on full pay, without any deduction for board or lodging.

(c) Provided that any worker who shall have served one month or over, and whose service shall have been terminated by either party for any cause other than misconduct before the holidays became due, such worker shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

(d) A worker dismissed for misconduct shall forfeit all right to holiday pay under this clause.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay in accordance with the provisions of clause 25 hercof, shall not count for the purpose of determining his right to holidays.

#### 12.—Meals.

Where full board is provided workers shall be provided with three meals per day.

#### 13.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three hours.

#### 14.—Roster.

A roster of the working hours shall be exhibited in the office of the messhouse, and in such other place as it may be conveniently and readily seen by each worker concerned.

(a) Such roster shall denote the hours to be worked by each worker and shall be open for inspection by a duly accredited representative of the Union in the office, at such time and place as the record book is so open for inspection.

(b) Such roster shall be drawn up in such a manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker or on account of any contingency that the employer could not reasonably foresee.

#### 15.—Payment of Wages.

Wages shall be paid fortnightly.

#### 16.—Contract of Service.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) This clause does not affect the right to dismiss for misconduct, and in such case wages shall be paid up to the time of dismissal only.

#### 17.—Board and Lodging.

For all workers except in the case of Junior Females, where board and lodging is provided, the employer shall be entitled to deduct twenty shillings (20/-) per week for board and lodging. The board and lodging deductions hereby prescribed shall vary proportionately with the rise or fall in the basic wage.

#### 18.—Accommodation.

When a worker is required to sleep in, the employer shall provide suitable accommodation.

If the worker shall consider the accommodation unsuitable, any party to this agreement may refer the matter to the Board of Reference for decision, as provided by Clause 27.

#### 19.—Uniforms.

If the employer requires females to wear special uniforms, he shall provide same, and launder them when necessary.

#### 20.—Under Rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

#### 21.—Record.

(a) The employer shall keep a time and wages book, wherein shall be entered the name, occupation, and, in the case of junior workers, the age on his or her last birthday, the time each worker commences and finishes work each day, and the total hours worked each week, and the wages paid to each worker.

(b) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(c) The employer and the worker shall be severally responsible for the proper weekly entering of the record. The hours shown as worked in the record book shall be prima facie evidence of the correctness thereof in any proceedings for the enforcement of this Agreement.

(d) The book shall be open to inspection by a duly accredited representative of the union at the office of the employer on days other than Saturday and Sunday, between the hours of 9 a.m. and 5 p.m. (except from 12 noon to 1 p.m.).

#### 22.—Higher Duties.

Any worker performing work for more than two (2) hours in any day on work carrying a higher prescribed rate of wage than that in which he is engaged, shall receive such higher wage for the time so employed.

#### 23.—No Reduction.

Any worker who has been prior to the date of this Agreement in receipt of a higher rate of pay for his particular class of work than that prescribed by the Award heretofore in force, shall not by reason of this Agreement suffer any reduction in the amount by which such higher rate of pay exceeded the amount formerly prescribed: Such excess amount shall not be affected by this Agreement.

#### 24.—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's pay at the agreed rate 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. 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, or for sickness arising out of his own wilful default.

(c) 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.

#### 25.—Junior Worker's Certificate.

Junior workers, upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—

- i. Name in full;
- ii. age and date of birth;
- iii. name of each previous employer;
- iv. class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be endorsed on the certificate and signed by the employer upon request of the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate.

#### 26.—Board of Reference.

(a) A Board of Reference shall be appointed for the purposes of this Agreement. The Board shall consist of a chairman who shall be selected by the representatives of the parties, if such may be agreed upon, or failing such agreement, the Warden or Resident Magistrate for the district, and two other representatives, one to be the Manager of Big Bell Mines Limited, or his nominee, representing the employer, and the other a representative of the Union appointed for such purpose by the Union, which may at any time by notification to the employer and the Registrar change such representative.

(b) There shall be assigned to such Board the functions of—

- i. deciding matters specifically referred to in this Agreement as being the subject matter of the decision of the Board;
- ii. adjusting any matter of difference which may arise between the parties from time to time; except such as involve interpretation of the provisions of the Agreement or any of them;
- iii. deciding all matters and questions referred to in the Agreement as being the subject of mutual agreement, if not agreed upon;
- iv. deciding any other matter that the Court may refer to such Board from time to time.

(c) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act 1912-1935, which for this purpose are embodied in and form part of this Agreement. (Regulation 92.)

(d) There shall be no cessation of work pending the reference to and the settlement of the dispute by the Board.

(e) The term "manager" includes the person acting as such for the time being.

#### 27.—Employment.

(a) Subject to the provisos contained herein, preference of employment shall be given to members of the Australian Workers' Union, Westralian Branch, Industrial Union of Workers, or to members of any other registered industrial union, or to persons who give the employer an undertaking in writing to make application to join any such registered union within one month of accepting employment: Provided that:

- i. There are members of the relevant union, or intending members, applying as aforesaid, equally qualified with other workers offering their services to perform the particular work to be done, and ready and willing to undertake same; and
- ii. the rules of such union shall permit of such worker of good character with the requisite qualifications (if any) coming within the scope of this agreement to become a member of the union upon payment of the subscription and/or entrance fee prescribed by the registered rules.

(b) Where a worker not having been a member of the relevant union at the time of his engagement applies for membership of the union within one month of his engagement it shall be deemed that no question of preference has arisen.

(c) If, during the continuance of this Agreement, anything in the nature of a strike occurs in the mess-house hereby regulated, or if there is any restriction of output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine insofar as the particular union, or unions, involved, is or are concerned. For further assurance, and without modification of, or prejudice to the foregoing provisions of this sub-clause, the employer may at any time apply to the Court upon giving seven days' notice to the union, for a declaration hereunder, and the Court upon cause being shown shall make a declaration and order accordingly appropriate to the particular case.

(d) The provisions of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.

As witness the hands of the parties hereto the day and year first hereinbefore written

(Sgd.) IAN D. CAMERON,  
General Manager.

Signed for and on behalf of Big Bell  
Mines Limited—

(Sgd.) L. M. Sweet (Witness).

(Sgd.) W. HODSON, Vice-President.

Sgd.) C. H. GOLDING, Branch Secretary.

[L.S.]

Signed for and on behalf of the Aus-  
tralian Workers' Union, Westralian  
Branch, Industrial Union of Workers.

### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 14 of 1948.

Between The Metropolitan and South-Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and York Municipal Council, Manjinnup Road Board, G. H. Randell and Others, as per Schedule of Respondents attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, It shall be taken to mean and include "Agreement.")

##### 1.—Term.

This Agreement shall operate for a period of twelve (12) months from its date.

##### 2.—Area.

This Agreement shall have effect over the Electric Power Stations conducted by the Respondents whose names appear in Schedule A of this Agreement in the localities in which the said Respondents operate.

##### 3.—Scope.

This Agreement shall apply to all engine drivers engaged in the production of electric current at the undertakings conducted by the Respondents named in Schedule A hereof: Provided that it shall not apply to the driving of any internal combustion engine of 30 or less b.h.p., or any engine or electric motor or any pump on which no engine driver is employed as such but the starting and stopping of and attention to which is done by a worker the greater part of whose time is taken up with other work.

## 4.—No Reduction.

Nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him at the date hereof.

## 5.—Hours.

(a) Forty (40) hours shall constitute a week's work to be worked in five (5) shifts of eight (8) hours each.

(b) In all cases, in reckoning the time of duty, any time necessarily occupied in raising steam, in starting up or closing down engines or in banking fires shall be included.

(c) Nothing in this clause shall apply to a worker employed on a "small plant" as defined in subclause (c) of clause 11, and for whom a special rate of wages is prescribed in Clause 14.

## 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 the rate of time and a half for the first four (4) hours and double time thereafter.

(b) i. In the case of continuous or recurring work necessarily done in the ordinary course directly for the establishment's usual production or service on Sunday, Australia Day, Easter Saturday, Easter Monday, Anzac Day, State Foundation Day and Boxing Day, as well as other days of the week, ordinary work performed on a Sunday or on any of the holidays named in this subclause shall be paid for at the rate of time and a half for the first eight (8) hours and double time thereafter.

ii. All time of duty on New Year's Day, Good Friday, Labour Day and Christmas Day shall be paid for at the rate of double time.

(c) Nothing in this clause shall apply to a worker employed on a "small plant" as defined in subclause (c) of Clause 11, and for whom a special rate of wage is prescribed in Clause 14.

## 7.—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) Seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one-twelfth of a week for each month he is continuously engaged as aforesaid.

(c) 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.

(d) 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, or in the case of a worker referred to in subclause (b) hereof, such payment shall be one-quarter of a week's pay at his ordinary rate of wage in respect of each such month he is so engaged.

(e) 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.

(f) 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.

(g) The provisions of this clause shall not apply to casual workers.

## 8.—Contract of Service.

Except as provided in subclause (b) of Clause 11, all employment shall be by the week.

## 9.—Shift Work.

(a) Where practicable all shifts shall rotate weekly.

(b) Where a worker works afternoon or night shift only or afternoon and night shift in rotation but does not work day shift one week out of three, he shall receive one shilling (1s.) per shift in addition to the rates prescribed in Clause 14.

(c) Shift workers when employed on afternoon or night shift shall be paid five per cent. (5%) in addition to their ordinary rates for such shifts.

(d) Nothing in this clause shall apply to a worker employed on a "small plant" as defined in subclause (c) of Clause 11, and for whom a special rate of wage is prescribed in Clause 14.

## 10.—Absence Through Sickness.

(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 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.

(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, or for sickness arising out of his own wilful default.

(c) 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.

## 11.—Definitions.

(a) "Engine Driver" means any worker who starts, stops, takes charge of, or drives any engine or engines or machinery of which the motive power is steam, gas, suction gas, oil, air, electricity or any other motive power (other than manual or animal power) used for the purpose of generating electric current.

(b) "Casual Worker" means and includes a worker competent to do the work he is engaged to do and who is, without any fault of his own, dismissed or refused work (as it is hereby agreed he may be) before the expiration of one (1) week from and including the day he starts work.

(c) "Small Plant" means a plant which develops more than 30 and less than 50 b.h.p. used for the purpose of generating electric current and which is attended by one engine driver, or one engine driver and one assistant.

## 12.—Breakdowns, Etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

## 13.—Time and Wages Record.

(a) The employer shall keep or cause to be kept a time and wages record in which shall be entered:—

- i. The name of the worker;
- ii. the nature of the work performed;
- iii. the hours worked each week and
- iv. the wages (and overtime, if any) paid each week.

Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom.

#### 14.—Wages.

	Per Week.
	£ s. d.
(a) Basic Wage .. .. .	5 17 1
	Margin, etc.
	Per Week.
	£ s. d.
(b) Adults: Engine Drivers—	
50 b.h.p. and over .. .. .	*1 15 0
(*Inclusive of all allowances, i.e., for being in charge of plant, doing the general repair work of the plant, charging batteries, attending to electric generator or dynamo, and attending ammonia compressor.)	
(c) Engine Drivers—	
Small Plants .. .. .	†3 5 0
(†Inclusive of all allowances, etc., as set out in subclause (b) of this clause, overtime, penalty rates for work performed on Sunday and prescribed holidays and shift work loadings.)	
(d) Casual workers shall be paid ten per cent. (10%) in addition to the above rates.	
(e) Workers engaged inside in cleaning the inside of producers, scrubbers or engine crankcases shall be paid sixpence (6d.) per hour extra whilst so employed.	

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 25th day of October, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 25th day of October, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

#### SCHEDULE "A."

##### Respondents.

Barlow, M. T. .. .. .	Pemberton
Bruce Rock Road Board ..	Bruce Rock
Busselton Municipal Council ..	Busselton
Denmark Road Board .. ..	Denmark
Dowerin Road Board .. ..	Dowerin
Dumbleyung Road Board ..	Dumbleyung
Ellis, C. .. .. .	Wongan Hills
Forsyth, K. G. .. .. .	Meckering
Harding, C. H. .. .. .	Pingelly
Harvey Electric Supply .. ..	Harvey
Hobbs, R. J. .. .. .	Kellerberrin
Kevill, W. G. .. .. .	Quairading
Mandurah Electric Supply Co. .	Mandurah
Manjimup Road Board .. ..	Manjimup
Merredin Road Board .. ..	Merredin
Moora Road Board .. .. .	Moora
Narrogin Municipal Council ..	Narrogin
Randell, Gerald H. .. .. .	Bridgetown
Toodyay Road Board .. ..	Toodyay
Upper Blackwood Road Board..	Boyup Brook
Wagin Municipal Council ..	Wagin
Waroona Electric Supply Co. .	Waroona
York Municipal Council .. ..	York

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 66 of 1948.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Mannings, Scully Bros. and Others as per Schedule of Respondents attached hereto and marked "A," Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

##### 1.—Scope.

This Agreement shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in Schedule "A" hereof, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1941.

##### 2.—Area.

This Agreement shall be limited in its effect to the area comprised within a radius of five (5) miles from the Post Office at Narrogin.

##### 3.—Term.

This Agreement shall apply for a period of twelve (12) months from the beginning of the first pay period to commence after the date hereof.

##### 4.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments: Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties: Receiving, storing, assembling, weighing and/or wrapping, branding, stacking, or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, road transport, rail or ship. A worker who packs goods for delivery by road transport where the destination of such goods is beyond the area covered by this Agreement shall be classed as a packer.

(e) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be

four (4) hours, to be worked in one continuous period. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult": For the purpose of this Agreement the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in Clause 15 hereof.

(h) "Department" shall mean a section of an establishment in or from which classified goods are sold or offered for sale by retail.

(i) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(j) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(k) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employers' establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

#### 5.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Agreement up to the time he or she becomes indentured to the profession.

#### 6.—Hours.

(a) Retail establishments (other than Fourth Schedule Shops):—

i. Shop Assistants: Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.40 a.m. and 12 noon on Saturday.

ii. Storemen, packers, and despatch hands: Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.20 a.m. and 12 noon on Saturday.

Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

iii. By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops: The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(a) The number of hours per week usually and customarily worked prior to the date of this Agreement shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not

later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

(b) The week's work may be performed in five (5) or five and one half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

#### 7.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

i. One (1) hour for any meal shall be given and taken.

ii. Tea hour shall start within fifteen (15) minutes after the prescribed finishing time.

iii. From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

iv. A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops:—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments:—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal: Lunch hour shall be taken between 12 noon and 2.15 p.m.: Tea hour shall start within fifteen (15) minutes after the usual finishing time.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

#### 8.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule Shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by Clause 14 hereof.

(j) 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.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 8 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.

#### 10.—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 workers' 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) 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.

(f) 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.

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

(i) The provisions of this clause shall not apply to casual workers.

#### 11.—Change Room, etc.

Where an employer usually has more than six (6) workers engaged under the terms of this Agreement, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness.

#### 12.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

#### 13.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Agreement than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the Time and Wages Record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

#### 14.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of four (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

#### 15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

#### 16.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- i. The name of the worker;
- ii. the class of work performed;
- iii. the hours worked by each worker;
- iv. the wages (and overtime if any) paid to each worker;
- v. the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the Union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule Shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the Union, a roster written in the English language showing—

- i. The name and sex of each worker bound by this Agreement.
- ii. The age of each worker under the age of 21 years.
- iii. The class of work performed by each worker.
- iv. The times on which each worker is required to commence and finish work on each day in each week.
- v. The hours in each day during which each worker is entitled to be off duty during each day.
- vi. The time allotted for meals to each worker on each day.



- vii. The day in each week on which each worker is given and shall take the weekly half-holiday and the time from which the half-holiday shall be taken.
- viii. The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- ix. Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by subclause viii hereof) shall be paid at overtime rates as provided by Clause 8 (a).

17.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

18.—Board of Reference.

- (a) The Court appoints, for the purpose of the Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—
  - i. adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
  - ii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement;
  - iii. deciding any other matter that the Court may refer to such Board from time to time.
- (b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1941, which, for this purpose, are embodied in this Agreement.

19.—Under-rate Workers.

- (a) Any worker who, by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.
- (b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.
- (c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Country Work and Travelling Time.

- (a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.
- (b) When a worker is engaged at such distance that he cannot return at night, suitable board and lodging shall be found, at the employer's expense.
- (c) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four hours period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

21.—Premiums.

No premium in respect of the employment of any worker bound by this Agreement shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

22.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Agreement shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storemen, storeman, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers.

23.—Junior Worker's Certificate.

- (a) Junior workers shall furnish the employer with a certificate showing the following particulars:—
  - i. name in full;
  - ii. age and date of birth.
- (b) The certificate shall be signed by the worker.
- (c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

24.—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.
- (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 or for sickness arising out of his own wilful default.
- (c) No worker shall be entitled to the benefit 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.

25.—Wages.

		Per Week.	
		£	s. d.
(a) Basic Wage:			
Males .. .. .		5	17 1
Females .. .. .		3	3 3
		Margin per Week.	
		Males.	Females.
		£ s. d.	£ s. d.
(b) Adults:			
Shop Assistants—hardware, furniture and carpet departments or shops .. ..	1 5 0	1 4 1	
Grocery Department or Shops .. ..	1 5 0	1 14 7	
All other Departments or Shops .. .. .	1 5 0	18 10	
Storemen, Despatch Hands and Packers .. .. .	1 5 0	—	
		% of Basic Wage.	% of Basic Wage.
(c) Shop Assistants (Junior):			
Under 15 years of age .. ..	20	—	
15 to 16 years of age .. ..	30	45	
16 to 17 years of age .. ..	40	52	
17 to 18 years of age .. ..	50	65	
18 to 19 years of age .. ..	60	80	
19 to 20 years of age .. ..	70	96	
20 to 21 years of age .. ..	85	Margin 6s.	
And thereafter the prescribed minimum adult wage.			

Wages—*continued*.

- (d) Provided also that Junior Female Shop Assistants employed in Grocery Departments or Shops shall be paid not less than the following rates:—

	% of Female Basic Wage.
Under 16 years of age .. ..	52
16 to 17 years of age .. ..	65
17 to 18 years of age .. ..	77
18 to 19 years of age .. ..	98
19 to 20 years of age .. ..	Margin 9s. 6d.
20 to 21 years of age .. ..	Margin 16s. 4d.

Thereafter the prescribed minimum adult wage.

- (e) Casual Hands:

Adults: Threepence (3d.) per hour extra.

Juniors: One penny half-penny (1½d.) per hour extra.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 25th day of October, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 25th day of October, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

## SCHEDULE "A"

Industry.	Respondents.
Grocery .. ..	Sully Bros., D. McAuliffe, Shillings Stores
Hardware .. ..	N. A. Culleton, Shillings Stores, A. Galt & Co.
Produce Merchants ..	D. McAuliffe
Saddlery, Leatherware ..	A. Galt & Co.
Fruit and/or Vegetables ..	J. McCay, E. Tindale
Cooked Meats, Delicatessen .. ..	J. Thornton
Cycles, Bicycles and/or Accessories .. ..	F. C. Chadwick, Gilbert & Lee
Radios and/or Accessories ..	F. C. Hardwick, B. McLaughlin
Radios and/or Accessories ..	
Stationery, Newsagents, Sporting Materials, Fancy Goods .. ..	B. McLaughlin
Manchester, Dress Silks, Drapery, Male Clothing, Female Clothing, Boots, Shoes, Haberdashery and General Drapery .. ..	Parrys Ltd., Mannings Ltd.
Furniture, Furnishings ..	Mannings Ltd.
Floor Coverings .. ..	Cox Bros. (Aust.) Ltd.
Farm and General Machinery, Stock Foods, Oil, Grease and General Farmers' Requirements ..	D. Graham
Jewellery, Watches, Clocks .. ..	K. P. Reynolds
Chemist .. ..	R. M. Plenderleith, Chas. Cooper.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 71 of 1948.

Between Western Australian Municipal, Road Boards, Parks and Racecourse Employees' Union of Workers, Perth, Applicant, and The West Australian Turf Club and others as per Schedule of Respondents, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make

the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

## Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

## 1.—Definitions.

(a) "Union" shall mean the Western Australian Municipal Road Boards, Parks and Racecourse Employees' Union of Workers, Perth.

(b) "Headquarters" shall mean and include a permanent place wherein are stored or kept plant, equipment and materials or a place where vehicles are parked or horses stabled.

(c) "Casual hand" shall mean a worker employed for less than one (1) week.

(d) "Overtime" shall mean all or any time worked on any one day or night in excess of the hours prescribed in clause 2 hercof.

(e) "Wet ground" shall mean ground which in the opinion of the responsible officer-in-charge of the particular work is impracticable for workers to work without getting wet feet.

In the event of any dispute arising under this sub-clause, the matter may be referred to the Board of Reference for determination.

(f) "Turf Wicket Keeper" shall mean any worker engaged on the preparation of turf cricket pitches.

## 2.—Hours.

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.

## 3.—Overtime.

(a) All time worked in excess of seven (7) hours twenty (20) minutes in any one (1) day Monday to Friday inclusive or after the first three (3) hours twenty (20) minutes before 12 o'clock noon on Saturday in undertakings which work a five and one half (5½) day week, shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) i. All time worked in excess of eight (8) hours in any one (1) day Monday to Friday inclusive in undertakings which work a five (5) day week shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

ii. Where work is performed on Saturday overtime rates as under shall apply:—

(a) for the first four (4) hours before 12 o'clock noon, time and a half and thereafter double time;

(b) after 12 o'clock noon, double time.

(c) Where work is performed on Sunday double time shall be paid.

(d) All time worked on the holidays prescribed in clause 5 shall be paid for at the rate of double time.

(e) Work done in the meal hour or any portion thereof shall be paid for at the rate of double time, but this shall not apply to cases involving the completion of work commenced before the lunch period and not occupying more than fifteen (15) minutes from the commencement of the lunch hour, in which case the lunch period may be extended by fifteen (15) minutes beyond the ordinary time.

(f) Where a worker is recalled to perform work after 6 p.m. Monday to Friday inclusive or on a Saturday where a five (5) day week is worked or after 12 noon on a Saturday where a five and one half (5½) day week is worked, Sunday or a prescribed holiday, he shall be paid a minimum of two (2) hours at the appropriate overtime rate.

(g) Notwithstanding anything 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.

#### 4.—Meal Times.

(a) One (1) hour shall be allowed for any meal break which shall, subject to subclause (c) of clause 3, be taken immediately after the completion of four (4) hours work: Provided that the time at which such meal shall be taken may be varied by agreement between the employer and the Union.

(b) If a worker who is required to work during the recognised meal period does not in consequence obtain during the shift a full continuous meal period or loses any portion of the meal period he shall be paid at the rate of double time for the period not obtained or any portion lost.

#### 5.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 3 (d) hereof, be allowed as holidays without deduction of pay, namely:—New Years' Day, Australia Day, Union Picnic Day, Good Friday, 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) This clause shall not apply to casual workers.

#### 6.—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 workers' 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) Annual leave shall be taken within six (6) months of falling due at such time as the employer may decide, but at least fourteen (14) days' notification of such decision shall be given to the worker.

(d) A worker who has been in the employment of an employer for the twelve (12) months preceding the date of his annual leave shall be allowed a further leave of one (1) week without pay if he so requests.

(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 (e) 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.

#### 7.—Sanitary Accommodation and Shelter Sheds.

Where practicable the employer shall provide where necessary suitable sanitary facilities and shelter sheds.

#### 8.—First Aid Kit.

(a) The employer shall provide at each workshop, store, depot or stable an adequate first-aid kit for the use of his workers and shall keep same renewed and in proper condition.

(b) Bandages and suitable antiseptics shall be provided by the employer on vehicles conveying hot bitumen or tar.

#### 9.—Overalls, Boots, Clogs, Hand Protectors, Etc.

(a) Overalls shall be supplied to men in a tree lopping and/or tree pruning gang, tractor mower drivers, sanitary workers and scrubbers.

(b) Water bags shall be supplied at the discretion of the officer in charge.

#### 10.—Transportation of Workers.

As far as practicable the employer shall endeavour when transporting workers in wet weather to ensure that such workers do not get unduly wet.

#### 11.—Higher Duties.

When a worker is called upon to perform work for which a higher rate is prescribed than his ordinary classification, for one (1) hour or more in any one (1) day, such worker shall be paid the higher rate for the day.

(Liberty is reserved to apply for amendment of this clause.)

#### 12.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

#### 13.—Travelling Allowance.

A worker who is required to travel more than one and one half (1½) miles from his headquarters to his work shall be provided with travelling facilities or reimbursed any travelling expenses necessarily incurred.

#### 14.—Record.

(a) The employer shall keep or cause to be kept a record containing the following particulars:—

- i. The name of each worker;
- ii. the class of work performed;
- iii. the time he starts and finishes work each day;
- iv. the total hours worked each day and each week;
- v. all overtime worked.
- vi. the wages (and overtime, if any) paid to each worker.

(b) Such record shall be open for inspection during ordinary working hours, by the Secretary of the Union or any other person duly authorised by the Union.

#### 15.—Leave of Absence to Officers of the Union.

For the purpose of this Agreement leave of absence from duty without prejudice and without pay shall be granted to the President or Secretary of the Union provided that such officers shall first find satisfactory substitutes if so required by the employer.

#### 16.—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 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.

(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 or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefit 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.

#### 17.—Board of Reference.

(a) The Court may appoint for the purpose of the Agreement a Board or Boards of Reference. Each Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of—

- i. adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
- ii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement;
- iii. deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which for this purpose are embodied in this Agreement.

#### 18.—Payment of Wages.

(a) When a worker has been discharged or has resigned before the usual pay day, he shall be paid all wages, holiday pay and sick pay, to which he may be entitled within twenty-four (24) hours of leaving the employer's service.

(b) No employer shall keep more than two (2) days' pay in hand.

#### 19.—Contract of Service.

With the exception of workers mentioned in sub-clauses (b) (i) (ii) and (iii) of clause 24, and whose contract of service shall be a weekly one, the contract of service of all other workers covered by this Agreement shall be a daily one.

#### 20.—Scope.

This Agreement shall apply to workers eligible to belong to the Union directly or indirectly employed by the respondents or any of them whose names appear in Schedule 1 annexed hereto, in the work to which the Agreement relates.

#### 21.—Area.

This Agreement shall operate over the area comprised within a radius of twenty-five (25) miles from the G.P.O., Perth.

#### 22.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-1941, this Agreement shall operate for a period of three (3) years from its date.

#### 23.—Conditions and Extra Rates.

(a) One shilling (1s.) per day or portion thereof in addition to the prescribed rate shall be paid to—

- i. any worker working on wet ground;
- ii. workers required to throw up metal or other material with a shovel more than six (6) feet above the level from which they are working.
- iii. workers engaged in drying or screening metal.

(b) One shilling and sixpence (1s. 6d.) per day or portion thereof in addition to the prescribed rate shall be paid to casual workers.

(c) Workers engaged on fire-fighting shall be paid at the rate of two shillings (2s.) per hour in addition to their prescribed rate, for the time so employed.

(d) i. Leading hands placed in charge of not less than three (3) or more than ten (10) other workers shall be paid fifteen shillings (15s.) per week above the rate of wage of the workers whose work they direct.

ii. Leading hands placed in charge of more than ten (10) other workers shall be paid one pound (20s.) per week above the rate of wage of the workers whose work they direct.

(e) The wage of any worker temporarily taking over the duties of another worker shall not be reduced whilst he is so employed.

(f) Drivers who in addition to the hours of which the week is comprised are required to feed horses shall be paid as under in addition to their ordinary wage:—

	s.	d.
i. Monday to Friday inclusive and Saturday before 12 o'clock noon per horse per day	1	0
ii. Saturday after 12 o'clock noon, Sunday and prescribed holidays—		
For one horse	2	6
For each additional horse	1	6

A horse driver who is required to harness or groom a horse or horses outside his ordinary hours shall be paid for such work at overtime rates.

(g) Any worker who is called upon to clean out a septic tank and who is required to enter a septic tank to perform such work shall receive a margin at the rate of thirty shillings (30s.) per week, plus two shillings and sixpence (2s. 6d.) per hour whilst so engaged: Provided that if such work is performed by mechanical means such worker shall be paid a margin at the rate of thirty shillings (30s.) per week. Gum boots, masks and overalls shall be supplied by the employer to workers engaged on such work.

#### 24.—Wages.

	Per Week.
	£ s. d.
(a) Basic Wage:	
Within a fifteen (15) mile radius from the G.P.O., Perth	6 1 7
Outside a fifteen (15) mile radius but within a twenty-five (25) mile radius from the G.P.O., Perth	6 1 3
	Margin
(b) Adults:	Per Week.
	£ s. d.
i. Horse Drivers:	
Over two (2) horses	1 5 0
Double Horse	1 3 0
Single Horse	15 6
Stableman	12 0
ii. Motor Vehicle Drivers:	
Not exceeding 25 cwt. capacity	1 3 0
Exceeding 25 cwt. and not exceeding 3 tons capacity	1 6 0
Exceeding 3 tons capacity	1 10 0
Exceeding 4 tons capacity	1 11 0
Exceeding 5 tons capacity	1 12 0
iii. Tractor Driver	1 6 0
iv. Plowman (not drivers):	
One to three horses	9 0
Over three horses	12 0
When ploughing with tractor or truck	16 0
v. Scoopmen:	
Mechanically hauled scoop or grader	16 0
Horse drawn scoop or grader	15 6
vi. Gardeners:	
Nurserymen, first class gardeners appointed as such by the employer, and street tree pruners	18 0
Gardeners planting out and attending flower beds and assisting nurserymen	14 0
Hand power motor mower	15 0
Hand rotary hoe and operators of other machines	15 0
Tree fallers (native trees)	15 0
Turf wicket keepers	16 0
vii. Track hands (W.A. Turf Club)	14 0
viii. Others (excluding caretakers)	8 0
ix. Sprayers or fumigators of noxious weeds and/or pests, vermin, mosquitoes, or ants, or workers employed in destroying blackberry bush or boxthorn	12 0
x. Axeman	9 0

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 17th day of November, 1948.  
[L.S.]

(Sgd.) E. A. DUNPHY, President.

Filed at my office this 17th day of November, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

#### SCHEDULE 1.

##### Respondents:

Fremantle Trotting Club (Inc.)  
King's Park Board.  
W.A. Cricket Club.  
W.A. Trotting Association.  
W.A. Turf Club.

#### INDUSTRIAL AGREEMENT.

No. 52 of 1948. (Registered 15/12/48)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this 1st day of December, 1948, between the Hon. Minister Controlling the State Shipping Service (hereinafter referred to as "the Minister") of the one part, and the Australian Workers' Union, Westralian Branch, Industrial Union of Workers (hereinafter referred to as "the Union") of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree with the other as follows:—

##### 1.—Area and Scope.

This Agreement shall apply to stockmen on any ship owned and/or chartered by the Government of Western Australia.

##### 2.—Term.

The term of this Agreement shall be for a period of three years from the date hereof, except as to the seagoing allowance provided for under clause 6 (d) which shall operate for a term of two years, provided that either party may, at any time, after the expiration of twelve calendar months from the above date, apply to the other party for a review of the Agreement by giving one month's notice in writing.

##### 3.—Hours of Labour.

The hours of labour for stockmen on board a vessel shall be eight (8) per day or fifty-six (56) per week, to be worked as may be required, subject to the following:—

(a) On days when stock is loaded at Derby, Port Hedland and Broome—as may be necessary.

(b) When no stock is on board between the hours of 7 a.m. and 5 p.m. or 6 a.m. and 4 p.m. at the Master's option.

(c) On days when stock is on board or when stock is loaded and/or discharged other than as provided in subclause (a) hereof—between the hours of 6 a.m. and 6 p.m.

(d) Nightwatchman—between the hours of 8 p.m. and 6 a.m.

##### (e) Sundays and Holidays:—

i. On Sundays and holidays in port the stockmen shall (except for overtime payment at prescribed rates) be free from labour excepting such as is essential for loading and/or discharging and/or tending stock.

ii. At sea, on the holidays named in subclause 10 (c), the cattlemen (except for overtime payment) shall be free from labour except such as is essential for loading and/or discharging and/or tending stock.

iii. For work (except cargo work apart from stock) performed in port on Sundays and holidays the respective rates prescribed by this Agreement shall be paid, but for the week in which such payment is made the employee shall have deducted from his weekly leave the number of hours so worked on Sunday between 7 a.m. and 5 p.m.

(f) The Master shall regulate at his discretion the hours to be worked and the number of men to be employed in accordance with the work done.

##### 4.—Overtime.

(a) For all time worked in excess of eight (8) hours in subclauses (b), (c) and (d) of preceding clause, overtime at the rate of 4s. 3d. per hour shall be paid.

(b) A minimum of one half hour shall be paid when a stockman is called out for work outside the prescribed hours.

(c) Overtime shall be paid for all time occupied in pulling down fittings in Fremantle only.

##### (d) Compulsory Overtime:—

i. An employee 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.

##### 5.—Meal Hours.

Excepting when cattle are being loaded at Port Hedland, Broome or Derby, the meal hours shall be any one complete hour between 7 a.m. and 9 a.m., noon and 2 p.m., 5 p.m. and 6 p.m., and the supper hour shall be any one hour between 11 p.m. and 1 a.m.

Overtime rate shall apply for work performed during a meal hour.

##### 6.—Rates of Pay.

(a) Rates of wages to be paid per calendar month shall be in accordance with the following schedule:—

Rating.	Weekly Basic Wage.	Weekly Margin.	Total Monthly Wage.	Deduction for Keep.	Wages paid in Cash per Calendar Month.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Head Cattleman	6 1 7	1 2 0	31 2 2 3	4 7 9.7	26 14 5
Cattleman	6 1 7	0 6 0	27 12 10.3	4 7 9.7	23 5 1

(b) The allowance for keep to be deducted from the gross wages as set out in the schedule shall be one-sixth of the current basic wage.

(c) Should the Court of Arbitration of Western Australia fix the basic wage of the State above or below £6 ls. 7d. per week the rates of pay shall be increased or decreased by the sum equivalent to the amount of the basic wage as fixed from time to time is in excess or below £6 ls. 7d. per week.

(d) In addition to the monthly cash wages payable under this Agreement there shall be paid a seagoing allowance of seven pounds (£7) per month, which shall be confined to service on articles and annual leave or pro-rata annual leave (not accumulated leave) on the basis of each day counting as one-thirtieth (1/30th).

##### 7.—Payment of Wages.

(a) All wages, other than money for overtime, shall be payable in the home port on the 1st and 15th of each calendar month.

(b) Money for overtime earned on one complete voyage shall be payable, with the wages, on arrival of the vessel in Fremantle from the next succeeding voyage.

##### 8.—Sickness and Accident.

The provisions of the Navigation Act, 1912-1925, shall apply to stockmen.

##### 9.—Number of Men to be Engaged.

The word "stock" shall mean large stock such as horses, cattle, mules, etc. Ten head of small stock, such as sheep, goats, etc., to be considered equivalent to one head large stock.

The number of stockmen to be engaged shall be:—

- (a) Up to 25 head of stock, at the discretion of Master.
- (b) Over 25 head and up to 150 head of stock, one man.
- (c) Over 150 and up to 250 head, two men.
- (d) Over 250 head and up to 350 head of stock, three men.
- (e) One extra man for each additional complete one hundred head.

Provided that where the number of stock carried exceeds the number stipulated by not more than five per cent. (5%), the wages that would be paid to such extra men shall be divided in equal parts between the stockmen who are on board the vessel, to be calculated from the time when the excess number of stock are loaded.

Where the number of stock carried exceeds the number stipulated by more than five per cent. (5%), an extra stockman shall be engaged, or if no extra labour is available the extra wages that would be payable shall be divided in equal parts between the stockmen on board.

#### 10.—Time Off per Week of Employment and Holidays.

(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 (16) 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 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.

(b) This clause does not apply to an employee in respect of the time in which he is proceeding to any port as a passenger.

(c) The holidays for stockmen shall be New Year's Day, Anniversary Day (26th January), Good Friday, Easter Monday, Anzac Day, Labour Day, King's Birthday, Christmas Day and Boxing day.

(d) If any of the named holidays fall on a Sunday the day observed as a holiday shall be given in lieu thereof.

#### 11.—Annual Leave.

(a) After each twelve months continuous employment every employee shall be given fourteen (14) days leave of absence, such leave to be taken at the convenience of the employer within twelve months of becoming due.

(b) Leave of absence to accrue pro-rata for each completed month of continuous service.

(c) During absence on annual leave, a cattleman shall be paid a sustenance allowance at the same rate as is deducted for keep, specified in clause 6 (b).

#### 12.—Cargo Work.

Where stockmen are required to work cargo (other than stock) they shall be paid the same rates of pay as are applicable to members of the Seamen's Union of Western Australia.

#### 13.—General Conditions.

(a) Stockmen shall be required to do all such work as may be necessary in connection with the stock decks and fittings and loading, tending and discharging stock under the directions of the Master of the vessel.

(b) They shall assist to "muck out" away from home port when necessary and for time so occupied shall receive an additional differential payment as is provided under clause 12.

#### 14.—Working Space.

There shall be a space of not less than two feet six inches (2ft. 6in.) clear of cargo or fittings in front of the "cattle rail."

#### 15.—Contract of Service.

The engagement shall be terminated by twenty-four (24) hours' notice on either side at the home port.

#### 16.—Settlement of Disputes.

(a) Both parties hereto undertake to submit all disputes arising upon any matter in this Agreement, or out of a request for a review, as provided under clause 2, as soon as possible after such dispute arises, to a Conciliation Board, consisting of a representative of the State Shipping Service and a representative of the Union.

(b) In the event of a settlement not being reached within two weeks after the submission of the dispute to the Board, arrangements shall be then made for the appointment of an independent chairman to sit with the other members of the Board; failing agreement as to the person to act as chairman, an Industrial Magistrate, or the Registrar of the Court of Arbitration of Western Australia, to act. Any decision of the Board to be final and binding on both parties.

(c) The following to be excepted from the scope of the Board: Any claims in respect of which there is a remedy under the Navigation Act, Seamen's Compensation Act, Worker's Compensation Act, or any other Act of Parliament now or hereafter in force.

#### 17.—Existing Customs.

All existing customs and conditions prevailing at the commencement of this Agreement and not inconsistent with any of the terms of this Agreement, shall continue unless by mutual consent of the parties thereof. Any disputes under this clause shall be dealt with in accordance with procedure defined in clause 16.

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

The common seal of the Australian Workers' Union, Western Branch, Industrial Union of Workers, was hereto affixed in the presence of— [L.S.]

(Sgd.) C. H. Golding, Secretary.

(Sgd.) W. Hodsdon, Vice-President.

Signed by the said Hon. Minister in the presence of—

R. Doig, J.P.

(Sgd.) ROSS McLARTY,  
Minister Controlling  
State Shipping Service.

### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 78 of 1948.

Between The Metropolitan and South Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and The Municipality of Albany, The Municipality of Bunbury, The Municipality of Northam, and The Municipality of Geraldton, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

## 1.—Scope.

This Agreement shall apply to all workers engaged as enginedrivers and firemen in the industry of refrigeration, the supply of electricity and the production of gas, employed by the respondents whose names appear in Schedule "A" hereof.

## 2.—Term.

The term of this Agreement shall be twelve months from the date hereof.

## 3.—Area.

This Agreement shall be limited in its operation to the area comprised in the works of the respondents used for the production of electric current, refrigeration and gas production.

## 4.—Wages.

	Per Week.	
	£ s. d.	
(a) Basic Wage . . . . .	6 1 3	
	Margin	
	Per Week.	
	£ s. d.	
(b) Municipality of Northam:		
Engine driver . . . . .	2 6 0	
Fireman . . . . .	1 5 0	
Assistant Fireman . . . . .	19 0	
(c) Municipality of Geraldton:		
Engine driver . . . . .	2 3 0	
Retort operator . . . . .	1 10 0	
(d) Municipalities of Albany and Bunbury:		
Engine driver . . . . .	2 3 0	
(e) An assistant engine driver shall be provided in the engine room at Bunbury when more than four (4) engines are operating at the one time. The rates of wages payable to such assistant engine driver shall be—		
For the first year of service . . . . .	nil	
Thereafter . . . . .	7 6	

(f) The margins prescribed in the foregoing include allowances for dynamos and compressors as at present operated by the respondents.

## 5.—No Reduction.

Nothing in this Agreement shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

## 6.—Hours.

The ordinary working hours shall not exceed forty (40) per week. Provided that this clause 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.

## 7.—Overtime.

(a) All time worked in excess of eight (8) hours in any one working day or any time worked on the rostered day off shall be deemed overtime and shall be paid for at the rate of time and a half. All time worked on Sundays shall be paid for at the rate of time and a half.

(b) Work done on the days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, and Boxing Day shall be paid for at double time rate, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations when the rate of time and a half shall apply to the work done on such days: Provided that the employer may pay for work done on the above-mentioned days at ordinary time rate and add one day (or in connection with repairs aforesaid, half a day) to the worker's annual leave for each day so worked.

(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.—Annual Leave.

(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 (12) months' continuous service with such employer.

(b) Seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one twelfth of a week for each month he is continuously engaged as aforesaid.

(c) 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.

(d) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leave 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, or in the case of a worker referred to in subclause (b) hereof, such payment shall be one-quarter of a week's pay at his ordinary rate of wage in respect of each such month he is so engaged.

(e) 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.

(f) 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.

(g) The provisions of this clause shall not apply to casual workers.

## 9.—Shift Work.

(a) For all work done by a shift worker on afternoon or night shift, five per cent. (5%) shall be paid in addition to the rates prescribed in clause 4.

(b) Where an employee works afternoon or night shift only, or afternoon and night shifts in rotation, but does not work day shift at least one week out of three, he shall receive one shilling per shift in addition to the rates set out above.

(c) Where a worker is called upon to work night shift continuously without rotation, such worker shall be paid five per cent. (5%) in addition to the ordinary rate as well as the loading of one shilling (1s.) per shift prescribed in subclause (b) of this clause.

## 10.—Casual Workers.

A casual worker shall mean and include an employee competent to do the work he is engaged to do who is, without any fault of his own, dismissed or refused work (as it is hereby agreed he may be) before the expiration of one (1) week from and including the date he starts work. Casual workers shall be paid ten per cent. (10%) in addition to the rates set out above.

## 11.—Weekly Engagement.

Except as provided by clause 10 all employment shall be by the week.

## 12.—Time and Wages Record.

A time record shall be kept by each employer in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week; the said record shall be open to the inspection of the accredited representative of the Union at any time during the ordinary office hours and he shall be allowed to take necessary extracts therefrom.

## 13.—Board of Reference.

(a) The Court hereby appoints, for the purpose of the Agreement, a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one (1) to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Agreement —

- i. classifying and fixing wages, rates and conditions for any machine, occupation, or calling not specifically mentioned in the agreement, but so as not to contravene any of the provisions herein;
- ii. adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of the agreement or any of them;
- iii. deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1941, shall be deemed to apply to any Board of Reference appointed hereunder.

## 14.—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 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.

(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 or for sickness arising out of his own wilful default.

(c) 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.

## 15.—Breakdowns, Etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 29th day of November, 1948.

(Sgd.) E. A. DUNPHY, President.  
[L.S.]

Filed at my office this 29th day of November, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

## SCHEDULE "A."

## Respondents.

Municipality of Albany.  
Municipality of Bunbury.  
Municipality of Geraldton.  
Municipality of Northam.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 65 of 1948.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Wagin District Farmers' Co-operative Co. Ltd. and others as per schedule of Respondents attached hereto and marked "A," Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

## Memorandum of Agreement.

(Note:—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

## 1.—Scope.

This Agreement shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in Schedule "A" hereof, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1941.

## 2.—Area.

This Agreement shall be limited in its effect to the area comprised within a radius of five (5) miles from the Post Office at Wagin.

## 3.—Term.

This Agreement shall apply for a period of twelve (12) months from the beginning of the first pay period to commence after the date hereof.

## 4.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking, or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.



(d) "Packer" shall mean a worker who packs goods for transport by air, post, road transport, rail or ship. A worker who packs goods for delivery by road transport where the destination of such goods is beyond the area covered by this Agreement shall be classed as a packer.

(c) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult":—For the purpose of this Agreement the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in Clause 15 hereof.

(h) "Department" shall mean a section of an establishment in or from which classified goods are sold or offered for sale by retail.

(i) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(j) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(k) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

### 5.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Agreement up to the time he or she becomes indentured to the profession.

### 6.—Hours.

(a) Retail establishments (other than Fourth Schedule Shops):—

- i. Shop Assistants:—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.40 a.m. and 12 noon on Saturday.
- ii. Storemen, packers, and despatch hands:—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.20 a.m. and 12 noon on Saturday. Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.
- iii. By agreement between the employer and the workers employed in any particular establishment and subject to the Consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in sub-clause (a) (i) shall be permitted.

(b) Fourth Schedule Shops:—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the

worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(a) The number of hours per week usually and customarily worked prior to the date of this Agreement shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

(b) The week's work may be performed in five (5) or five and one half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

### 7.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

- i. One (1) hour for any meal shall be given and taken.
- ii. Tea hour shall start within fifteen (15) minutes after the prescribed finishing time.
- iii. From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.
- iv. A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops:—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments:—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal: Lunch hour shall be taken between 12 noon and 2.15 p.m.: Tea hour shall start within fifteen (15) minutes after the usual finishing time.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

### 8.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule Shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in sub-clause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by Clause 14 hereof.

(j) 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 sub-clause.
- iii. This sub-clause shall remain in operation only until otherwise determined by the Court.

#### 9.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 8 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.

#### 10.—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) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to sub-clause (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.

(f) 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.

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

(i) The provisions of this clause shall not apply to casual workers.

#### 11.—Change Room, Etc.

Where an employer usually has more than six (6) workers engaged under the terms of this Agreement, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness.

#### 12.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

#### 13.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Agreement than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the Time and Wages Record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

#### 14.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of four (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

#### 15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

#### 16.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- i. The name of the worker;
- ii. the class of work performed;
- iii. the hours worked by each worker;
- iv. the wages (and overtime if any) paid to each worker;
- v. the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule Shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the union, a roster written in the English language showing—

- i. The name and sex of each worker bound by this Agreement.
- ii. The age of each worker under the age of 21 years.

- iii. The class of work performed by each worker.
- iv. The times on which each worker is required to commence and finish work on each day in each week.
- v. The hours in each day during which each worker is entitled to be off duty during each day.
- vi. The time allotted for meals to each worker on each day.
- vii. The day in each week on which each worker is given and shall take the weekly half-holiday and the time from which the half-holiday shall be taken.
- viii. The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- ix. Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by sub-clause viii hereof) shall be paid at overtime rates as provided by Clause 8 (a).

#### 17.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

#### 18.—Board of Reference.

(a) The Court appoints, for the purpose of the Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no Agreement being arrived at between the parties to the Agreement, the functions of:—

- i. adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
- ii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement.
- iii. deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1941, which, for this purpose, are embodied in this Agreement.

#### 19.—Under-Rate Workers.

(a) Any worker who, by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

#### 20.—Country Work and Travelling Time.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

#### 21.—Premiums.

No premium in respect of the employment of any worker bound by this Agreement shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

#### 22.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Agreement shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storeman, storeman, storeman working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers.

#### 23.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- i. name in full;
- ii. age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

#### 24.—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.

(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 or for sickness arising out of his own wilful default.

(c) 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.

#### 25.—Wages.

		Per Week.	
(a) Basic Wage:		£	s. d.
Males .. .. .	.. .. .	5	17 1
Females .. .. .	.. .. .	3	3 3

		Margin per Week.	
		Males	Females
		£ s. d.	s. d.
(b) Shop Assistants .. .. .	.. .. .	1	5 0
Storemen, packers and despatch hands .. .. .	.. .. .	1	5 0
Grocers, canvassers and collectors .. .. .	.. .. .	1	5 0

		% of Male Basic Wage.	% of Female Basic Wage.
(c) Junior Workers:			
Under 15 years of age ..	20	—	
15 to 16 years of age ..	30	45	
16 to 17 years of age ..	40	52	
17 to 18 years of age ..	50	65	
18 to 19 years of age ..	60	80	
19 to 20 years of age ..	70	96	
20 to 21 years of age ..	85		Margin 6s.
and thereafter the prescribed minimum adult rate.			

(d) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of two shillings and sixpence (2s. 6d.) per week.

(c) Casual Hands:

Adults: Threepence (3d.) per hour extra.

Juniors: One penny half-penny (1½d.) per hour extra.

(f) Any person, whether junior or adult, employed as a canvasser and/or collector shall be paid the adult male wage. This subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Agreement.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 20th day of October, 1948.

[L.S.]) (Sgd.) E. A. DUNPHY, President.

Filed at my office this 20th day of October, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

SCHEDULE "A."

Industry.	Respondents.
Agricultural Implements, Agents, Motor Requisites, Replacement Parts, Grocery, Dairy Produce, Chaff and Grain, Furniture, House Furnishings, General Storekeeping	The Wagin District Farmers Co-op. Ltd.
Hardware .. .. .	Galt, A.
Manchester, Dress Silk, Drapery, Male and/or Female Clothing ..	The Wagin District Farmers Co-op. Ltd.
Fruit and Vegetables .. ..	Watson, O. N.
Fancy Goods, Newsagent .. ..	Cousens, H.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 69 of 1948.

Between Western Australia Tobacco, Cigar and Cigarette Manufacturers' Employees' Industrial Union of Workers, Perth, Applicant, and Michelides Limited, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note:—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Area.

This Agreement shall be limited in its effect to the area comprised within a fifteen (15) miles radius from the G.P.O., Perth.

2.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-1941, this Agreement shall operate for a period of three (3) years.

3.—Scope.

This Agreement shall apply to all workers employed in the manufacture of cigars, cigarettes, tobacco and cigarette papers: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1941.

4.—Contract of Service.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, he or she does not carry out his or her duties in the same manner as he or she did prior to such notice.

5.—Hours.

(a) Forty (40) hours shall constitute a week's work to be worked in five (5) days of eight (8) hours each.

(b) Such hours shall be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive.

(c) Not less than forty-five (45) minutes nor more than one (1) hour shall be allowed for a lunch break to be taken between 12 noon and 1 p.m.

6.—Overtime.

(a) All time worked beyond eight (8) hours in any one day or before the prescribed starting or after the prescribed finishing times on Monday to Friday inclusive shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Work performed on Saturday before 12 o'clock noon shall be paid for at the rate of time and a half for the first four hours and double time thereafter provided that all time worked after 12 o'clock noon on Saturday shall be paid for at the rate of double time.

(c) Work performed on Sunday or the holidays prescribed in Clause 7 shall be paid for at the rate of double time.

(d) 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 sub-clause.

iii. This sub-clause shall remain in operation only until otherwise determined by the Court.

7.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu, shall, subject to clause 6 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 sub-clause (e) 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.

#### 8.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- i. The name of the worker;
- ii. the class of work performed;
- iii. the hours worked by each worker;
- iv. the wages (and overtime if any) paid to each worker;
- v. the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday, inclusive.

#### 9.—Meal Money.

Where a worker without being notified on the previous day is required to continue working after the usual knock-off time for more than one (1) hour he or she shall be provided with any meal required or shall be paid two shillings (2/-) in lieu thereof. Provided that this clause shall not apply to any worker residing in the same locality as his or her place of employment who can reasonably return home for a meal.

#### 10.—Posting Agreement.

The employer shall cause to be posted up a copy of this Agreement in some position where it shall be visible and open to inspection by the workers.

#### 11.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the grounds of personal ill-health for one-twelfth (1/12th) of one 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.

(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 or for sickness arising out of his own wilful default.

(c) 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.

#### 12.—Board of Reference.

(a) The Court may appoint for the purpose of the Agreement a Board of Reference. Such board shall consist of a chairman and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to

such board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—

- i. adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
- ii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement;
- iii. deciding any other matter that the Court may refer to such board from time to time.

(b) An appeal shall lie from any decision of such board, in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which for this purpose are embodied in this Agreement.

#### 13.—Change Room.

The employer shall provide a suitable room or accommodation for workers in which to change and keep their clothes whilst on duty.

#### 14.—First-Aid Kit.

The employer shall provide an adequate first-aid kit and shall keep same renewed and in proper condition.

#### 15.—Under-Rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the board, and pending the board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

#### 16.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- i. name in full;
- ii. age and date of birth.

(b) No worker shall have any claim upon an employer for additional wages, in the event of the age of the worker being wrongly stated on the certificate. If any worker shall wilfully mis-state his age in the above certificate he shall be guilty of a breach of this Agreement.

#### 17.—Breakdowns, Etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

#### 18.—Piecework.

(a) An employer may make a contract with a worker or group of workers for payment by results by piecework.

(b) Any piecework rate fixed shall be sufficient to enable a worker of average capacity to earn at least the minimum time rate prescribed.

(c) Where a worker works part of a week at piecework rates and part at time rates he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done and in addition thereto such proportionate amount at time rates of pay as prescribed for the portion of the week worked at time rates.

#### 19.—Part-Time.

(a) Notwithstanding anything herein contained an employer shall be at liberty to employ part-time workers provided that a part-time worker shall not be employed for less than sixteen (16) hours in any one week. Provided further that by agreement in writing between any particular employer and the union that employer shall be at liberty to employ part-time workers for less than sixteen (16) hours in any one week.



IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of James Arthur George Beverstock (also known as James Arthur Charles Beverstock), late of 138 Eighth Avenue, Maylands, in the State of Western Australia, Retired Railway Employee, deceased.

NOTICE is hereby given that all 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 4th day of April, 1949, 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 28th day of February, 1949.

V. O. FABRICIUS,  
89 St. George's Terrace, Perth,  
Solicitor for the Executor, the  
West Australian Trustee, Executor  
and Agency Company Limited.

IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the will of Francis Grylls Steere, late of 27 Union Street, Subiaco, in the State of Western Australia, Retired Civil Servant, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are required to forward 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 4th day of April, 1949, 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 this 1st day of March, 1949.

OLNEY & NEVILLE,  
C.M.L. Building, St. George's Ter-  
race, Perth, Solicitors for the  
Executor.

IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alfred Bright, late of Zoe Street, Bunbury, in the State of Western Australia, Retired, 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 thereof, in writing, to the Executor, Charles Evedon Jenour, care of the undersigned, on or before the 4th day of April, 1949, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to such claims and demands of which he shall then have had notice.

Dated the 22nd day of February, 1949.

EASTMAN & JENOUR,  
of Victoria Street, Bunbury,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edgar Hattersley Donnes, formerly of Flat No. 84, Lawson, Esplanade, Perth, in the State of Western Australia, but late of 20 Walker Avenue, West Perth, in the said State, Business Manager, 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 93 St. George's Terrace, Perth, on or before the 4th day of April, 1949, 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 25th day of February, 1949.

STONE, JAMES & CO.,  
47 St. George's Terrace, Perth,  
Solicitors for the Executor.

THE PUBLIC TRUSTEE ACT, 1941.

NOTICE is hereby given that pursuant to Section 14 of the Public Trustee Act, 1941, the Public Trustee has elected to administer the estates of the under-mentioned deceased persons.

Dated at Perth the 2nd day of March, 1949.

J. H. GLYNN,  
Public Trustee,  
Supreme Court Building, Perth.

Name of Deceased, Occupation, Address, Date of  
Death, Date Election filed.

Ingram, Alexander Cunningham; Labourer; late of Morawa; 21/8/48; 28/2/49.

Kanair, Sydney; Clerk and Cleaner; formerly of Cantonment Street, Fremantle, but late of 10 Morrison Street, Maylands; 8/12/48; 28/2/49.

Smith, James; Pensioner; late of Peel Terrace, Northam; 28/6/48; 28/2/49.

Rinaldi, Alice Mary Catherine (also known as Alice Mary Catherine Reynolds and Alice Mary Rinaldi); Married Woman; formerly of Exchange Hotel, Kalgoorlie, but late of 266 Canterbury Road, Canterbury, in the State of New South Wales; 7/2/41; 28/2/49.

Elias, David; Miner; late of Collie; 19/10/48; 28/2/49.

Wing, Lung Wong Fong; Market Gardener; late of Garrett Road, Bayswater; 25/11/48; 1/3/49.

Grosina, Francesco; Miner; late of Loganberry Lease, via Mount Mouger; 23/6/48; 1/3/49.

Patten, James Arthur; Labourer; formerly of Pinjarra and of Kalgoorlie, but late of Mount Beauty, in the State of Victoria; 6/9/48; 1/3/49.

Gray, David; Retired Miner; late of 64 Francis Street, Perth; 10/12/48; 1/3/49.

Meyer, Czar (also known as Czar Myers and Charles Adolphus Myers); Labourer; late of Fleet Street, Donnybrook; 12/9/48; 1/3/49.

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 under-mentioned deceased persons are hereby required to send particulars of such claims or demands to the Public Trustee in writing on or before the 4th day of April, 1949, 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 2nd day of March, 1949.

J. H. GLYNN,  
Public Trustee.  
Public Trust Office,  
A.N.A. House, 44 St. George's Terrace,  
Perth, W.A.  
Name, Occupation, Address, Date of Death.  
Ingram, Alexander Cunningham; Labourer; late of Morawa; 21/8/48.  
Kanair, Sydney; Clerk and Cleaner; formerly of 128 Cantonment Street, Fremantle, but late of 10 Morrison Street, Maylands; 8/12/48.

Name, Occupation, Address, Date of Death.

Dorney, Walter George; Salesman and Van Driver; formerly of 241 James Street, Perth, but late of 61 North Street, Mount Lawley; 19/11/48.

Rinaldi, Alice Mary Catherine (also known as Alice Mary Catherine Reynolds and Alice Mary Rinaldi); Married Woman; formerly of Exchange Hotel, Kalgoorlie, but late of 266 Canterbury Road, Canterbury, in the State of New South Wales; 7/2/41.

Elias, David; Miner; late of Miner's Hostel, Collie; 19/10/48.

Wing, Lung Wong Fong; Market Gardener; late of Garrett Road, Bayswater; 25/11/48.

Grosina, Francesco; Miner; late of Loganberry Lease, via Mount Monger; 23/6/48.

Patten, James Arthur; Labourer; formerly of Pinjarra and of Kalgoorlie, but late of Mount Beauty, in the State of Victoria; 6/9/48.

Gray, David; Retired Miner; late of 64 Francis Street, Perth; 10/12/48.

Meyer, Czar (also known as Czar Myers and Charles Alophus Myers); Labourer; late of Fleet Street, Donnybrook; 12/9/44.

Thompson, William John; Butcher and Retired Slaughterman; late of Pemberton; 3/9/48.

Buckingham, Roger Sampson; late of 50 Coode Street, Bayswater; 15/9/48.

Dyson, William Henry; Retired Hotel Employee; formerly of 24 Salisbury Avenue, South Perth, but late of Nannup Hotel, Nannup; 29/10/48.

Postage Extra.

NOTICE.

THE GOVERNMENT GAZETTE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The Subscription to the *Government Gazette* is as follows:—30s. per annum, 17s. 6d. per half year, and 10s. per quarter, including postage. Single copies, 9d.; previous years, up to ten years, 1s. 6d.; over ten years, 2s. 6d.; postage, 1d. extra.

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All communications should be addressed to "The Government Printer, Perth."

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual Subscription to the above is Seven shillings and sixpence and the charge for a single copy Two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

CONTENTS.

	Page.
Administration Act .. .. .	448-50
Agriculture, Department of .. ..	390, 412-14
Appointments .. .. .	390-4, 396, 407, 412, 418, 448
Arbitration Court .. .. .	420-48
Associations Incorporation .. ..	419
Cash Order, etc., Lost .. .. .	413
Chief Secretary's Department .. ..	388, 393
Child Welfare .. .. .	396
Commissioners for Declarations .. ..	392
Commissioners of Supreme Court .. ..	448
Companies .. .. .	418-19
Constitution Act .. .. .	389
Crown Law Department .. .. .	391-2
Deceased Persons' Estates .. .. .	448-50
Factories and Shops .. .. .	388
Fisheries .. .. .	387-8, 396
Forestry .. .. .	389
Health Department .. .. .	393-6
Industrial Arbitration .. .. .	420-48
Justices of the Peace .. .. .	390
Labour, Department of .. .. .	388
Lands Department .. .. .	388-9, 397-404
Licensing .. .. .	391
Marketing of Potatoes Act .. .. .	413
Marriages, Licenses to Celebrate .. ..	418
Metropolitan Water Supply, etc. .. ..	389, 405-6
Milk Act .. .. .	412-3
Mines Department .. .. .	412
Municipalities .. .. .	406
Native Affairs .. .. .	396
Orders in Council .. .. .	389-90
Partnerships dissolved .. .. .	419
Police Department .. .. .	414-16
Potato Growing Industry Trust Fund Act ..	413-14
Premier's Department .. .. .	390
Prices Control .. .. .	392-3
Proclamations .. .. .	387-8
Public Service Commissioner .. .. .	390-1
Public Service Holiday .. .. .	391
Public Trustee .. .. .	449-50
Public Works Department .. .. .	389-90, 405-12
Registrar General .. .. .	418
Road Boards .. .. .	390, 404, 407-12
Shipping and Pilotage Consolidation Ordinance	388
Superannuation and Family Benefits Act ..	390
Tender Board .. .. .	416-17
Tenders accepted .. .. .	417
Tenders invited .. .. .	405, 416
Traffic Act—Regulations .. .. .	406
Treasury .. .. .	390
Vermin Boards .. .. .	412
Water Boards .. .. .	406
Water Supply, etc., Department .. ..	389, 405-6
Weights and Measures Act .. .. .	414-16