



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 19.]

PERTH : FRIDAY, APRIL 1.

[1949.

Bank Holiday Throughout Western Australia.

PROCLAMATION

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

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Governor of the said State, do by this my Proclamation appoint the following special Bank Holiday:—

Date and Place.

Tuesday, 19th day of April, 1949—Throughout Western Australia.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of March, 1949.

By His Excellency's Command,

H. W. PARKER,
Chief Secretary.

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, Perth, this 18th day of March, 1949, the following Order in Council was authorised to be issued:—

Public Works Act, 1902-1945.
Armadale Police Station—Extension.

ORDER IN COUNCIL.

P.W. 702/48, Ex. Co. No. 616.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1945, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, doth hereby authorise the Honourable Minister for Works to undertake, construct or provide Armadale Police Station Extension on the land shown coloured green on Plan P.W.D., W.A., 31657, which may be inspected at the office of the Minister for Works, Perth.

R. H. DOIG,
Clerk of the Council.

AT a meeting of the Executive Council, held in the Executive Council Chamber, Perth, this 31st day of March, 1949, the following Orders in Council were authorised to be issued:—

Public Works Act, 1902-1945.

Leederville Police Station.

ORDER IN COUNCIL.

P.W. 233/49.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1945, His Excellency the Governor, acting by and with the advice and consent of the Executive Council doth hereby authorise the Honourable Minister for Works to undertake, construct or provide Leederville Police Station on the land shown coloured green on Plan P.W.D., W.A. 31678, which may be inspected at the office of the Minister for Works, Perth.

R. H. DOIG,
Clerk of the Council.

Public Works Act, 1902-1945.

State Government Quarters at Corner of Olivia Terrace and Johnston Street, Carnarvon.

ORDER IN COUNCIL.

P.W. 52/49.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1945, His Excellency the Governor, acting by and with the advice and consent of the Executive Council doth hereby authorise the Honourable Minister for Works to undertake, construct or provide State Government Quarters at the corner of Olivia Terrace and Johnston Street, Carnarvon, on the land shown coloured green on Plan P.W.D., W.A. 31675, which may be inspected at the office of the Minister for Works, Perth.

R. H. DOIG,
Clerk of the Council.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Chief Secretary's	Assistant Inspector of Fisheries†	Class G-VIII.-1 Margin £85-£125	1949 2nd April.
Crown Law	Checker, Land Titles Office	Class P-II.-3 Margin £345-£371	do.
Do.	Draftsman, Plan Drawing, Land Titles Office	Class P-II.-4/5 Margin £251-£319	do.
Do.	Resumption Draftsman, Land Titles Office	Class P-II.-4/5 Margin £251-£319	do.
Do.	Industrial Registrar, Arbitration Court	Class C-I.-16 £683-£787	do.
Metropolitan Water Supply	Clerk	Class C-II.-8 Margin £139-£167	do.
Crown Law	Endorsing Clerk, Land Titles Office (Item 1834)	Class C-II.-8 Margin £139-£167	9th April.
Mines	Inspector of Machinery †	Class P-II.-4/5 £251-£319	do.
Public Health	Assistant Medical Officers, Mental Hospitals Department		
	One Class 1 †	P-I.-11 £826-995	do.
	Two Class 2 †	P-I.-13 £761-904	do.
Public Works	Costs Clerk, State Engineering Works ‡	Class C-II.-4 Margin £293-£319	do.
Workers' Compensation Board	Senior Clerk	Class C-II.-6 Margin £209-£237	do.
Public Health	Visiting Nurse†	Class G-II.-6 Margin £209-£237	16th April
Audit	Clerk (Item 285)	Class C-II.-7/8 Margin £139-£195	do.
Mines	Mining Registrar, Cue	Class C-II.-6 Margin £209-£237	do.
Police	Inspector, Weights and Measures (Grade 1)†	Class G-II.-5 Margin £251-£279	do.
Lands and Surveys	Staff Surveyors†	Class P-II.-2/5 Margin £251-£449 (Limit £423)	20th April

* Allowance of £220 per annum to cover travelling and transport.

† Applications are also called under section 29.

‡ Preference will be given to an applicant who has had some experience in an engineering shop and who has passed the final examination of the Institute of Cost Accountants.

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

S. A. TAYLOR, Public Service Commissioner.

Public Service Commissioner's Office,
Perth, 30th March, 1949.

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

Ex. Co. 589, P.S.C. 121/49—L. P. Coonan, Clerk, Metropolitan Water Supply Department, to be Clerk, Class C-II-8, margin £139-£167, as from 16th March, 1949.

Ex. Co. 483, P.S.C. 988/48—E. J. Andrews, Cashier, Land Titles Office, Crown Law Department, to be Cashier, Crown Law Department, Class C-II-7, as from 11th March, 1949.

And has approved of the following resignations:—

Ex. Co. 589—C. Y. Bear, Draftswoman, Lands and Surveys Department, as from 25th March, 1949.

Ex. Co. 589—J. L. Grieve, Clerk, State Insurance Office, as from 4th March, 1949.

Ex. Co. 589—K. L. Fitzgerald, Junior Clerk, Audit Department, as from 10th March, 1949.

Also of the following retirements:—

Ex. Co. 589—B. W. Wood, Inspector of Stock, Department of Agriculture, under section 66 of the Public Service Act, as from 31st March, 1949.

Ex. Co. 107—H. G. Giles, Inspector of Stock, Department of Agriculture under section 66 of the Public Service Act, as from 28th February, 1949.

Ex. Co. 431—H. W. Gibson, Clerk, Inspection of Machinery Branch, Mines Department, under section 67 of the Public Service Act, as from 9th April, 1949.

And has abolished the following position under section 37 of the Public Service Act:—

Ex. Co. 587—Assistant Crown Solicitor and Assistant Crown Prosecutor, Crown Law Department, as from a date to be fixed by the Public Service Commissioner.

And has created the following positions under section 37 of the Public Service Act:—

Ex. Co. 587—Assistant Crown Solicitor, Class P-I-8; Solicitor and Assistant Crown Prosecutor, Class P-I-10.

S. A. TAYLOR,
Public Service Commissioner.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 30th March, 1949.

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

William Donald Couper, Esquire, of Trayning, as a Justice of the Peace for the Avon Magisterial District.
Claude William Kendall, Esquire, of Forward Street, Goomalling, as a Justice of the Peace for the Avon Magisterial District.

Richard George Chartier Prior, Esquire, of Forrest Street, Beverley, as a Justice of the Peace for the Avon Magisterial District.

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

THE AUDIT ACT, 1904.

The Treasury,
Perth, 24th March, 1949.

THE following appointments have been approved:—

Receivers of Revenue—Treas. No. 29/45—For the Public Works Department—Mr. H. Elsegood, Water Supply, Trayning and Bencubbin; Mr. J. M. Carmody, Water Supply, Trayning and Bencubbin.

A. J. REID,
Under Treasurer.

Crown Law Department,
Perth, 31st March, 1949.

THE Hon. Attorney General has approved of the under-mentioned appointments:—

Constable W. Dickenson as Acting Bailiff of the Busselton Local Court at Nannup during the absence on annual leave of Constable E. J. Williams.

Constable William Treloar as Bailiff of the Local Court at Leonora *vice* Sergeant John Arthur Treloar, transferred.

Constable Reginald Walter Henry Dorney as Acting Bailiff of the Albany Local Court at Mt. Barker during the absence on annual leave of Constable J. Wrigley.

Sergeant E. P. Emberson as Bailiff of the Harvey Local Court *vice* Sergeant B. J. Rule, transferred.

DECLARATIONS AND ATTESTATIONS ACT, 1913.

THE Hon. Attorney General has approved of the under-mentioned appointments as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—Frederick Edwards, Collie; Wilfred Percival Ellet, Karrakatta; Hurtle Charles Giles, Koorda; Colin Lewis Lunt, Wembley; Kathleen Norris, Dowerin; Arthur Burgess Peirce, Bayswater; Neil Norman Campbell Scott, Morawa.

THE Department has been notified that the following cheques have been lost by the payees. Payment has been stopped and it is intended to issue fresh cheques in lieu thereof:—

1. Cheque No. 59770 dated the 16th March, 1949, drawn on the Public Trustee Common Fund for the sum of £9 5s. 11d. in favour of Russell Watson.

2. Cheque No. 36837 dated the 21st February, 1949, drawn on the Clerk of Courts Trust Fund for the sum of £3 4s. 11d. in favour of E. A. Fuller.

H. B. HAYLES,
Under Secretary for Law.

THE LICENSING ACT, 1911-1946.

Notice as to Roll being Available for Inspection.

A PETITION for a Gallon License, signed by electors living in the statutory area specified by subsection (3) of section 47 of the Licensing Act, 1911-1946, being within a circle having a radius of 13 miles, with a centre situate at the premises known as Post Office, Dongara, has been referred by His Excellency the Governor to the Licensing Court for inquiry.

A roll containing the names of those persons who were qualified as electors for the election of a member of the Legislative Assembly under the provisions of the Electoral Act, 1907-1940, in the statutory area at the date of the presentation of the petition has been compiled by the Chief Electoral Officer, and may be inspected at the office of the State Licensing Court, Perth, or the Clerk of Courts, Geraldton, for a period of 14 days from 1st April, 1949, during which period objections to any elector whose name appears on the roll may be lodged with the Clerk of the Licensing Court, Perth, or with the Clerk of Courts at Geraldton on the prescribed form, by any elector whose name appears on the roll as prepared by the Chief Electoral Officer, each objection to be accompanied by a fee of 2s. 6d.

Dated this 24th day of March, 1949.

R. L. MILLEN,
Chairman Licensing Court.

FIREARMS AND GUNS ACT, 1931.

In accordance with Regulation 32 of the Firearms Regulations, 1931, the following list of licenses issued to persons to deal in firearms or to manufacture and repair same is published for general information.

J. DOYLE,
Commissioner of Police.

22/3/49.

List of Persons Licensed to Manufacture and Repair Firearms for 1949.

Alexander, Woodruff Roy; 256 Wellington Street, Perth.
Armstrong, Harry, Pty. Ltd.; 201A Murray Street, Perth.
Askew, Thomas; 109 Eleanor Street, Geraldton.
Barrett, Fred Levitt; Three Springs.
Beaton, Gordon Murray; 58 Dane Street, Victoria Park.
Cooper, Albert William; 37 Dwyer Street, Boulder.
Griffith, Jack Vaughan; 18 Clifton Street, Bunbury.
Henderson, Stanley George Gordon; 30 Piccadilly Street, Kalgoorlie.
Jones, Cyril George; 2 Durlacher Street, Geraldton.
Lock & Gun Co.; 124 Barrack Street, Perth.
Mellows, Francis Wm. Doughty; 199 Augustus Street, Geraldton.
Metcalf, E. & L.; 340 Beaufort Street, Perth.
Paust & Gibson; 31 High Street, Fremantle.
Penrose, William Cornelius; Miller Street, Waroona.
Richards, Gilbert; 107 Forrest Street, Kalgoorlie.
Rudinger, Harold Frederick; 181 Roseberry Street, Inglewood.
Shimenson & Co., A.; 197 Murray Street, Perth.
Tough, Stanley Harold; 351 Murray Street, Perth.
Venables, Allan Stanley; Government Road, Harvey.
Watson, Laurence S.; Watson's Service Station, Pimgelly.

List of Persons Licensed to Deal in Firearms for 1949.

Adams, Herbert William; Youngs Siding.
Aitken, Frederick Kenneth; Queen Street, Busselton.
Aldersyde Farmers' Co-op; Aldersyde.
Alexander, Woodruff Roy; 256 Wellington Street, Perth.
Allan, G.; Yougerup Street, Gnowangerup.
Allan, Robert Bruce; Britt Street, Latham.
Alman, Sydney Arthur; 209 Hannan Street, Kalgoorlie.
Andre, Harry Gordon Lombard; Esperance.
Angus, Edith Alice; Greenbushes.
Ardath Supply Store; Ardath.
Armada-Kelmscott Co. Supply Ltd.; Jull Street, Armadale.
Armstrong, Harry, Pty. Ltd.; 201A Murray Street, Perth, and 625 Albany Highway, Victoria Park.
Armstrong Dimmett Ltd.; 379 Murray Street, Perth.
Arney, R. B. & J. M.; Nabawa.
Ashbolt, Frederick; Avon Terrace, York.
Atkins Bros. Ltd.; Mungoo Station, via Yalgoo.
Augusta General Stores; Augusta, via Margaret River.
Avon Trading Co.; Vincent Street, Beverley.
Baandee Farmers Co-op.; Baandee.
Bakabin Farmers' Co-op.; Babakin.
Badgers Northam Agency; 165 Fitzgerald Street, Northam.
Bairds Coy. Ltd.; Wellington Street, Perth, and Boulder.
Balkuling Farmers' Co-op. Co. Ltd.; Balkuling.
Barker, Keith Ltd.; Bacton House, Hay Street, Perth.
Barlow, Alfred; Northampton.
Barnett, Edward & Co. Ltd.; Stirling Terrace, Albany.
Barrett, Bernard Maurice; Ballidu.
Barrow & Co.; Vincent Street, Beverley.
Bassendean-Rochdale Co-op. Ltd.; 179 Perth Road, Bassendean.
Bateman, J. & W. Ltd.; Hay Street, Perth, Henry and High Streets, Fremantle; Dugan Street, Kalgoorlie.
Beatty, H.; Naremben.
Beavis Bros.; Fitzgerald Street, Northam.
Bednull, Alan John; 50 Fortune Street, Narrogin.
Beetson, Kevin George; Bruce Street, Bruce Rock.
Bell & Co., Robert; Austin Street, Cue.
Benjaberring Farmers' Co.; Benjaberring.
Bethel & Thurston Ltd.; 77 William Street, Perth.
Beverley Farmers' Co. Ltd.; Vincent Street, Beverley.
Bindi Trading Agency; Bindi Bindi.
Black, Alan Tasman; McPherson Street, Carnamah.
Boans Ltd.; Wellington Street, Perth.
Bon Marche Co.; Forrest Street, Collie.

List of Persons Licensed to Deal in Firearms
for 1949.

Boucaunt, Penn; 66 St. George's Terrace, Perth.
 Boyup Brook Co. Ltd.; Boyup Brook.
 Bradshaw, Stanley Albert; Kulja.
 Brandenburg, Sheldon Frederick; Newdegate.
 Bray, Frank Clifton; 109 Maritana Street, Kalgoorlie.
 Bremner, Peter; Wiluna.
 Brick, Michael Joseph; Dudinin.
 Brookton Farmers' Store Ltd.; Robinson Road, Brookton.
 Broomehill-Katanning Districts Co. Ltd.; Jasper Street, Broomehill.
 Brown, Andrew; Avon Terrace, York.
 Bruce Bros.; Wyalkatchem.
 Bruce Rock District Farmers Ltd.; Bruce Rock.
 Burke, George; Halls Creek.
 Burns, Philp & Co.; William Street, Fremantle.
 Burton, H. S.; Wilson Street, Kununoppin.
 Brian Buzzard & Co.; Stirling Street, Toodyay.
 Butler, Elsie; Shark Bay.
 Buegge, Albert Louis; Muntadgin.
 Byford Trading Co.; Bunbury Road, Byford.
 Cairns, Colin James; Nungarin.
 Campbell, Joseph Walton; Yandanooka.
 Cannon, Arthur Frederick; Bunjil, via Perenjori.
 Canteen Meatworks; Wyndham.
 Capel Stores; Capel.
 Carr, Henry Foster; 245 Marine Terrace, Geraldton.
 Casey, Eva Victoria; Coorow.
 Cash Store; Ajana.
 Chadwick, Frederick; 32 Egerton Street, Narrogin.
 Charlton, John; Wandering.
 Charman, Ernest Edward; 89B Robert street, Norseman.
 Chartres, Walter Leslie; Moora.
 Clark, Samuel Henry J. V.; Second Avenue, Onslow.
 Clark & Co., James; Second Avenue, Onslow.
 Clarksons; Gilbert Street, Manjimup.
 Clinch Bros.; Sandstone.
 Collie Industrial Co-op. Ltd.; Steere Street, Collie.
 Cook, Hector John; Stubb Street, Lake Grace.
 Cook, Oliver Shaw; Moulyinning.
 Coolup Trading Co.; Coolup.
 Cordingly, Wilbur Frank; Moraling.
 Corrigin District Farmers Ltd.; Corrigin and Bilbarin.
 Copeman, Sidney; Bullsbrook.
 Cousins, Albert Henry; Kondinin.
 Coyne, Peter; Yalgoo.
 Crackel, Percy; 249 Murray Street, Perth.
 Crampton, L. R.; Gwalia.
 Crothers, I. L.; Yuna.
 Crothers Bros.; Durlacher Street, Geraldton.
 Crothers, Thomas Preston; Northampton and Yuna.
 Culleton, Norman Albert; Federal Street, Narrogin.
 Cunderdin Farmers' Co-op. Ltd.; Railway Parade, Cunderdin.
 C. & D. Cutbush; Mullewa.
 Dalgety & Co. Ltd.; Carnarvon, Fremantle, Geraldton, Roebourne, Port Hedland.
 Dalwallinu Farmers' Co-op. Co. Ltd.; Dalwallinu, Buntine, Wubin.
 Daly, Tim; 50 Adelaide Street, Fremantle.
 Dangin & South Caroling Co-op. Ltd.; Dangin.
 Darnell and Shervington; Witchcliffe.
 Darnell, William; Rosa Brook.
 Davey, Henry Robert Edward; Chidlows.
 Davies & Son; Yougerup Street, Gnowangerup.
 Daw, Francis Edgar; Ravensthorpe.
 Daw, L. & R. C.; Esperance, Red Lake, Norseman.
 Dawson Bros.; Dawson Street, Dumbleyung.
 Dean, Frederick Wm.; Railway Terrace, Goomalling.
 Dempster, C. & Co.; Port Hedland.
 Denmark Co-op. Co. Ltd.; Denmark.
 Denner, George; Hepburn Street, Mt. Magnet.
 Detez, Wm. Croxon; Murrin Murrin and Linden.
 Dewar, Don; Perth Road, Albany.
 Digney Bros.; Mandurah.
 Donald, John Stewart; Stewart Street, Dowerin.
 Donnybrook Trading & Agency Co.; Donnybrook.
 Doodlakine Farmers' Co-op Ltd.; Doodlakine.
 Dorries, H. K.; Brunswick Junction.
 Dowding, Walter; Kellerberrin.
 Dowerin Farmers' Co-op. Ltd.; Dowerin.
 Dowling and Tozer; 87 Robert Street, Norseman.
 Drabble, Walter Ltd.; Claremont and Kalgoorlie.
 Drew, Robinson & Co.; Stirling Terrace, Albany.
 Dumbleyung District Farmers' Co-op. Ltd.; Dumbleyung, Moulyinning and Kukerin.
 Duprouzel, John Wm.; Noggerup.

List of Persons Licensed to Deal in Firearms
for 1949.

Dwellingup Farmers' Co-op. Ltd.; Dwellingup.
 Dwellingup Trading Co.; Dwellingup.
 Economic Store; Pithara.
 Edwards & Edwards; Lake Grace.
 Edwards, Norman G.; Wyalkatchem.
 Elder Smith & Co.; St. George's Terrace, Perth, Geraldton, Carnarvon, Bridgetown, Kondinin, Mullewa and Port Hedland.
 English, A. R.; Dumbleyung.
 Erickson, Eric John; Mukinbudin.
 Everett, Robert Tador; Collie.
 Eves & Co.; Lot 23, Main Street, Meekatharra, and Nannine.
 Eves, Henry Ernest N.; York.
 Falk & Co. Ltd.; 317-21 Murray Street, Perth.
 Faulkner, Archibald Hugh; Pemberton.
 Faulkner, Robin A.; Mt. Barker.
 Field & Co., James; Tower Street, Leonora, Agnew, via Lawlers.
 Finlay, Norman; Wyndham.
 Fischer, Hugo Ltd.; 573 Wellington Street, Perth.
 Fitzgerald, James Lawrence; Ballidu.
 Fleming, Robert; Hammond Street, Kellerberrin.
 Fong & Co., Sydney; Geraldton.
 Fong Fan; O'Donnell Street, Wyndham.
 Foord, Elwyn Lancelot; Trayning.
 Forbes Bros.; Curtin Street, Tuart Hill.
 Ford, Stanley Edmund; Nannup.
 Foster, Thomas James; Tenindewa.
 Fowler, Edward and Mary K.; Jones Street, Kondinin.
 Frearson, William Allan; Doonan Street, Tammin.
 Freecorn Ltd.; Harvey and Midland Junction.
 Frisina, Domenico; Benger.
 Fry's Cycle & Motor Works; 80 Rokeby Road, Subiaco.
 Fuller, Kenneth Hector; O'Connell Street, Wyndham.
 Fuller, Thomas Anderson; Esperance.
 Galt, Alexander; Tudhoe Street, Wagin, Narrogin.
 Gascoyne Co-op. Society Ltd.; Robinson Street, Carnarvon.
 General Store; Walkaway.
 General Storekeeper & Agent; Gabbin.
 Gerick, Albert Lawrence; Wiluna.
 Gerick, Phillip A.; Main Street, Meekatharra.
 Gerick's Store; Big Bell.
 Gibellini, Ross; Palgarup.
 Gilbert, Charles Wm.; Johnson Street, Carnarvon.
 Gillam, Alfred Lewis; Cranbrook.
 Gillespie, A. A. J.; 66 Lane Street, Boulder.
 Gillespie, W. Robert; Vincent Street, Beverley.
 Glass, Philip M. A.; Avon Terrace, York.
 Glenburn Furnishing Co.; Wiluna.
 Gnowangerup Co-op.; Gnowangerup and Borden.
 Godden, Laurence A. J.; Mumballup.
 Goldsbrough Mort & Co. Ltd.; St. George's Terrace, Perth.
 Gordon, R. S. & M. E.; Calingiri.
 Grady's Cycles; 31 Market Street, Fremantle.
 Great Southern Agency Ltd.; Stirling Terrace, Albany.
 Green, Frank & Son; Marine Terrace, Geraldton.
 Green, F. W. & Co.; 164 St. George's Terrace, Perth.
 Green, William John; Payne's Find, Yalgoo.
 Gollin & Company Pty. Ltd.; Anchor House, 59 King Street, Perth.
 Greenwell, Walter; Gingin.
 Greyhound Radio Service; 45 Stephen Street, Bunbury.
 Gribble, A. P. Ltd.; Great Eastern Highway, Merredin.
 Gribble & Son, J.; Austin Street, Cue.
 Guscott, Richard; 96 Marine Terrace, Geraldton.
 Gwalia-Leonora Industrial Co. Ltd.; Gwalia.
 Halbert, Hugh Victor; Railway Parade, Cunderdin.
 Hall, Samuel W. T.; Moorine Rock.
 Hannan, Albert Edward Charles; Big Bell, via Cue.
 Hansen, H.; General Storekeeper, Marble Bar.
 Happ, Herbert L.; Nannup.
 Hardware House; Marine Terrace, Geraldton.
 Harper's Cash Store; Moorine Rock, via Southern Cross.
 Harris, Cedric V.; Cookernup, via Yarloop.
 Harris, George; Dardanup.
 Harris, Scarfe & Sandovers Ltd.; Perth and Kalgoorlie.
 Harrison, James; Jull Street, Armadale.
 Harvey Producers Co. Ltd.; Uduc Road, Harvey.
 Harvey, William Joseph; Highbury, via Narrogin.
 Hasleby, F. H.; Hampton Road, Northampton.
 Hayward & Sons Ltd., T.; Stephen Street, Bunbury.
 Hehir, Jack Power; 118 Hannan Street, Kalgoorlie.
 Henderson, Wm. Robert; Yornaning.
 Henderson Bros.; Corrigin.

List of Persons Licensed to Deal in Firearms
for 1949.

Hendry, George Sharpe; Gnowangerup.
 Herring, Leslie Norman; Avon Terrace, York.
 Hewitt, A. G.; Quairading.
 Hewitt, Bros.; Antares Street, Southern Cross.
 Hicks & Co. Ltd., J.; Hannan Street, Kalgoorlie.
 Hill, Archie Gilchrist; Laverton.
 Hogben, Sydney Mervyn; Arrino.
 Holst's Radio & Cycle Service; 254 York Street, Albany.
 Hood, Cuthbert; Murray Street, Perth.
 Hopkins, Ronald Kenneth; 68 Maritana Street, Kalgoorlie.
 Horton, William Frederick; Giblett Street, Manjimup.
 Hosken, Wm. Henry; Darkan.
 Houghton, Clifford Wm.; 1006-1008 Albany Road, Victoria Park.
 Howells, Thomas Trevor; Frederick Street, Tenterden.
 Hunter, Alfred; Three Springs.
 Hunter, George Nicholls; Cranbrook.
 Hunts Agency & Store; Kalannie.
 Inverarity & Co., J. H.; Adelaide Street, Fremantle.
 Innes & Taylor; Railway Parade, Mingenew.
 James, Arnold; Morawa.
 Jenkin & Herman Ltd.; Wongan Hills.
 Jenkins, Keith & Co.; Boddington.
 Johnson & Co. Ltd., R. A.; Parade Street, Pingelly.
 Jones, Alfred Evan; Hayward Street, Harvey.
 Jones, A. T. & Co.; 42 Beaufort Street, Perth.
 Jones, Cyril George; 2 Durlacher Street, Geraldton.
 Julian, John James; 70 Piesse Street, Boulder.
 Katanning Stock & Trading Co. Ltd.; Austral Terrace, Katanning.
 Kauri Timber Co. Ltd.; Nannup.
 Keamy, T. & Co.; Gardiner Street, Moora.
 Kealy & Son; Vasse.
 Keally, Stanley Charles; Brooking Street, Williams.
 Kellerberrin Farmers Co-op.; Kellerberrin.
 Kelsey-Fryer, Wm. Harry; Tardun.
 Kemp Bros.; Kударup.
 Kendall, John Henry; Bates Street, Merredin.
 Keudall, Claude Wm.; Railway Terrace, Goomalling.
 Kennedy, Herbert; Napier Terrace, Broome.
 Kent, Morton Norris; Dempster Street, Esperance.
 Kevill's Garage; Quairading.
 Killerby's Stores; Queen Street, Busselton.
 King, Harry; Throssell Street, Collie.
 Kingston, Henry James; Strickland Street, Denmark.
 Kingston, Samuel; Dolton Street, Yealering.
 Kinnear, Donald Joseph; 177 Fitzgerald Street, Northam.
 Kirby, Joseph Atkins; Steere Street, Bridgetown.
 Kirk, Arthur William; Wongan Hills.
 Kitschke, J. & L.; Irwin Road, Dongara.
 Knight, Hugh H.; Three Springs.
 Knox & Son; Waroona.
 Knox, Harold A. J.; Hopetoun.
 Kojonup Co-op. Ltd.; Kojonup.
 Kojonup Newsagency; Kojonup.
 Kulikup Store; Kulikup.
 Lake, Thomas; Merredin.
 Lake Grace & District Farmers' Stores; Lake Grace.
 Lakeman, R. D. & J.; Caron.
 Lanigan, Joseph Patrick; New Norcia.
 Lansdown, Wm. George; South Terrace, Fremantle.
 Lardi Bros.; Watson Street, Tammin.
 Leboydre, Louis Henry; 307 Hannan Street, Kalgoorlie.
 Lee Bros.; 63 Hannan Street, Kalgoorlie.
 Lee, Thomas; Roebourne.
 Lee, Valentine; Konningorring.
 Lee Tong, Bessie; Wyndham.
 Leuba, G. A.; Perenjori.
 Leunig, Geoffrey; Railway Street, Koorda.
 Lewis, Albert Frederick; Maitland Road, Mullewa.
 Light, Cecil S.; 163 Scarborough Road, Mt. Hawthorn.
 Lindsay, Huntley Edward; Greenbushes and Balingup.
 Lock & Gun Co.; Barrack Street, Perth.
 Lockton, John; Bodallin and Westonia.
 Lodge & Sons, P. H.; Morawa.
 Lowe, Arthur G.; Doodlakine.
 Lowe, Douglas David; Boddalin.
 Lowe, D. H.; Jitarning.
 Lower, Henry Benjamin; Gnowangerup.
 Lucas, W. J.; 51 Market Street, Fremantle.
 Lucas, W. J.; Milligan Street, Perth; Hay Street, Perth; Central Arcade and 107 James Street, Perth.
 Lucraft, Allan Frederick; Wialki.
 Lucraft, P. & F.; Gingin.
 Lyneh, Clifton Gordon; Marine Terrace, Rockingham.

List of Persons Licensed to Deal in Firearms
for 1949.

McAleer, Charles; Main Street, Meekatharra.
 McAuliffe, David; Cor. Federal and Egerton Streets, Narrogin.
 McCay, Charles; Hampton Street, Bridgetown.
 McConnell, Rupert Aloysius; Piawaning, via Moora.
 McCormack, Frederick Albert; Mt. Helena.
 McDonald, Eric; Dumbleyung.
 McDonnell, Michael Joseph; Trayning.
 McGovern & Thompson; Lock Street, Derby.
 McLean Bros. & Rigg Ltd.; 104 Murray Street, Perth.
 McLoughlin, Albert George; 48 Federal Street, Narrogin.
 Main, P. T.; Dowerin and Wyalkatchem.
 Manjimup Machinery Co.; Giblett Street, Manjimup.
 Manjimup Trading Co. Ltd.; Manjimup.
 Manmanning Agency Co.; Manmanning.
 Manwaring, F.; Mundijong.
 Matthews, Thomas Robert; Darkan.
 Maurice & Son; Bowgada and Perenjori.
 Meckering Farmers' Stores; Gregory Street, Meckering.
 Meek, Stanley Earle; Railway Terrace, Goomalling.
 Meldrum, John Alex; Clive Street, Katanning.
 Melrose Stores; Moora.
 Metzke, Walter; Antares Street, Southern Cross.
 Mewett, Ernest Clarence; Railway Parade, Cunderdin.
 Middletons Stores; Serpentine.
 Midland-Guildford Society Ltd.; Midland Junction and Guildford.
 Miles, George W. & Co.; Francis Street, Marble Bar, and Nullagine.
 Miling Agency Store; Miling.
 Miling Co-op. Co. Ltd.; Miling.
 Millar, W. D. & Sons; Mundaring and Sawyers Valley.
 Millars' Timber & Trading Co., Ltd.; St. George's Terrace, Perth; Geraldton, Jarrahwood, Karridale, Mornington Mills, Yarloop, Nanga Brook, Kirup, Wellington Mills, Jarrahdale, Bunbury and Kalgoorlie.
 Minnivale Trading Co.; Minnivale.
 Moir, William Sydney; Ravensthorpe.
 Molinari, Domenico; Cue.
 Monger, J. E.; Bencubbin.
 Montgomery, Victor Wm. S.; Robinson Road, Brookton.
 Moor, Cyril John; Giblett Street, Manjimup.
 Moora Trading & Agency Co.; Dandaragan Street; Moora.
 Moore, A. B.; Wolfram Street, Westonia.
 Morrow, James; Newdegate;
 Moseley, Keith Athol; Port Hedland.
 Moyes, E. T. & E.; Yornup.
 Mt. Barker Stores Ltd.; Mt. Barker.
 Mukinbudin Road Board; Mukinbudin.
 Muradup Co-op. Coy. Ltd.; Muradup and Boyup Brook.
 Nancarrow, H. W.; George Street, Pinjarra.
 Nayler, Austin Charles Cyril; Kojonup.
 Nichols, Wm. John; Narembreen.
 Nisbett, Fred; Wongan Hills.
 Noekolds, Richard John; Denmark and Walpole.
 Noonan, Ernest Francis; Watheroo.
 Northam Auction Mart; 143 Fitzgerald Street, Northam.
 Northam Sports Depot; 135 Fitzgerald Street, Northam.
 Northcliffe Co-op. Store; Northcliffe.
 North Midland Farmers' Co-op.; Three Springs, Coorow and Carnamah.
 North Perth Hardware; 364 Charles Street, North Perth.
 Nungarin Road Board; Nungarin.
 O'Connor, Peter St. B.; Passmore Avenue, North Fremantle.
 Offszanka, Carl Bernard; Canna.
 Ogden Bros.; Big Bell, and Manjimup.
 O'Meara, John Patrick; Yelbeni.
 Osborne, Arthur Reginald; Walkaway.
 O'Shaughnessy, Eugene; Dowerin.
 Oswell, William; Marine Terrace, Geraldton.
 Owens, Martha and Wm. E.; Dalwallinu.
 Padley, V. J.; Kukurin.
 Parker, Kenneth Gordon; 106 Victoria Street, Bunbury.
 Partridge, George Reginald; George Street, Pinjarra.
 Paterson & Co. Ltd.; Bridgetown, Mt. Barker, Manjimup, Domybrook, Capel, Balingup, 641 Wellington Street, Perth.
 Patullo, Margie Florence; Popanyinning.

List of Persons Licensed to Deal in Firearms
for 1949.

Paust & Gibson; 31 High Street, Fremantle.
Payne, Edith; Buntine.
Peake, Thomas Wm.; Queen Street, Busselton.
Pearson, Wm. Hutchinson; Hines Hill.
Perenjori District Farmers Co-op. Ltd.; Perenjori.
Perth Sports Depot; 85 Barrack Street, Perth.
Phillips, Albert Henry; Mandurah.
Pianta, Albert Geoffrey; 40 Forrest Street, Collie.
Piggin & Harwood; South Kumminiu, via Narembeen.
Pingelly Farmers Co. Ltd.; Parade Street, Pingelly.
Pinjarra Traders; Pinjarra.
Pithara Farmers Co-op.; Pithara.
Plant, Peter James; Shackleton, Bruce Rock.
Preston Producers Co-op. Co. Ltd.; Blackwood Road, Donnybrook.
Preston Valley Store; Lowden.
Prevost & Co. Ltd.; 8 Sussex Street, Fremantle.
Prior, Benjamin Austin; Bayley Street, Coolgardie.
Proctor, Frederick Hutchinson; Abel Street, Boyup Brook.
Prosser, Charles Rooks; Boulder.
Prosser, F. C.; Bunbury.
Purnell & Giles; Yerecoin, via Moora.
Quairading Farmers Co-op. Ltd.; Quairading and Yoting.
Radio Motors Ltd.; Marine Terrace, Geraldton.
Rainoldi, G. J.; Osborne Park.
Rakich & Sons, I. J.; Gingin Road, Baskerville.
Raphaels Ltd.; 891 Hay Street, Perth.
Redman, William Alfred; Banksiadale.
Rees, George Walter; Koorda.
Reynolds, Norman Claude; York and Carnamah.
Richards, G. V.; Northcliffe.
Richardson & Co. Ltd.; Badgebup, Broomanill, Katanning, Kojonup, Nyabing, Tambellup and Woodanilling.
Ricketts, John Frederick; Strickland Street, Denmark.
Roberts, Wilfred Frank; Capel.
Robins, Gerald Frank; Lake Grace.
Robinson, Charles Stanley; Trayning.
Robinson, George Thomas; 101 Maritana Street, Kalgoorlie.
Robinson, James Douglas; 51 Throssell Street, Collie.
Roebourne Traders; Roebourne.
Rogers Bros.; Northam.
Rogers Ltd.; Olive Street, Katanning, and Kwobrup.
Rose, Harold Mervyn; Kelmseott.
Rose, Samuel Clifton; Busselton.
Rosenstamm, Pty. Ltd.; 63 King Street, Perth.
Ross, John K. C.; Canning Highway, Bicton.
Rowlands, Roland Ewan; Bencubbin.
Royals Pty. Ltd.; Goomalling.
Rules Stores; Winfield Street, Morawa.
Runwell Cycles; 41 Burt street, Boulder.
Saggers & Tomney; Kendeup.
Sallur, Alfred S. C.; Meekatharra and Reedys.
Salvail & Sou; Hampton Street, Bridgetown.
Samworths Co-op.; Margaret River and Witchcliffe.
Sander, Edward Robert; 116 Wray Avenue, Fremantle.
Sanger, Margaret Alice; Robert Street, Norseman.
Scadden, Herbert Spencer; 120 Fitzgerald Street, Northam.
Scott, William; Mt. Magnet.
Seaman, Reginald John; Yalgoo.
Seimons, George Clarke; Walton Street, Corrigin.
Seimons, George Wm.; Bullaring.
Sermons Store; Grass Valley.
Shackleton Co-op. Co. Ltd.; Shackleton.
Sheed, David Pty. Ltd.; 101 Hannan Street, Kalgoorlie.
Sherrys Store; Donnybrook.
Sherrys; Victoria Street, Bunbury.
Shimenson, A. & Co.; 197 Murray street, Perth.
Sier, Alan Joseph; Brunswick Junction.
Simms & Thomas; Wongan Hills.
Slee, Arthur George; Ongerup.
Smith, Alfred James; Morawa.
Smith, Arthur Samuel; 119a Burt Street, Boulder.
Smith, Clarence Earle; Diininup.
Smith, Henry Wm.; Three Springs.
Smith & Co., J. F.; Hampton Street, Bridgetown.
Scott & Gardiner Ltd.; Fitzroy Crossing.
Smith, Robert Richard; Hall's Creek.
Smith, Walter Clyde; Margaret River.
Solomon Bros.; Gregory Street, Meckering.
Sontay, Frederick Wm.; Shadbolt Street, Mukinbudin.

List of Persons Licensed to Deal in Firearms
for 1949.

South-West Co-op. Dairy Farmers Ltd.; Bunbury, Harvey, Boyanup, Busselton, Bridgetown, Manjimup, Margaret River, Northcliffe and Pemberton.
Spalholtz, Francis John; Gabbin.
Spargo, Herbert Luke; Merredin.
Sparke, Robert Bingham; Coomberdale, via Moora.
Squire Bros.; Lowood Road, Mt. Barker.
Squire, Clifford Leonard; Harvey.
Squiere, Stewart Carter; Darkan.
Stagbouer, Edna M.; Boddington.
State Saw Mills; Manjimup, Pemberton, Holyoake, Hakea and Boddington.
Stewart, Aubrey John; Esperance.
Stewart, George Alfred; 286 Hannan Street, Kalgoorlie.
Stock, Walter; Corrigin.
Stokeld, A. & R.; Cowaramup.
Stone, Charles Douglas; Muir Street, Borden.
Stone, Thomas William; 8 Crossland Street, Muntadgin.
Streeter & Male Ltd.; Short Street, Broome.
Summers, Frank; Latham.
Sunshine Agency Co.; Newdegate.
Sunshine, Crooks & Brooker Co.; Marine Terrace, Geraldton.
Swan, H. C. B.; Wickiepin.
Swan Districts Cycle Agency; 22 Commercial Road, Midland Junction.
Swansea Cycle & Motors Co.; 9 William Street, Fremantle, and Victoria Street, Bunbury.
Sykes & Osborne; Cowaramup.
Tambellup Farmers Co-op. Co. Ltd.; Tambellup.
Tammin Farmers Co-op.; Donnan Street, Tammin.
Taylor, Albert Victor; Wongau Hills.
Taylor, Ronald Victor; Kondut.
Taylor & Co., William; George Street, Pinjarra.
Teede, Douglas Vernon; 59 Victoria Street, Bunbury.
Tenni, Charles; Pitt Street, Big Bell.
Tenni, Joseph Andrew; 72 Wotton Street, Wiluna.
Thompson, Donald R. P.; Moolyella, via Marble Bar.
Thompson, Kenneth Barry; Duranillin.
Thompsons Hardware, F.; Giblett Street, Manjimup.
Thomson Bros. Ltd.; 73-75 Clive Street, Katanning.
Thornton, Alfred Wm.; Kellerberrin.
The Thrift Store; Three Springs.
Tilbee, Frederick Thomas; Babakin.
Timewell, George; Bridge Street, Boyanup.
Tobin, Michael; Gutha, via Morawa.
Toodyay Garage Passenger Service; Toodyay.
Toodyay Newsagent; Toodyay.
Toodyay Valley Co-op. Co.; Stirling Terrace, Toodyay.
Totadgin Farmers Co-op.; Belka and Korbel, and Merredin.
Travers, Henry Harvey; Southern Cross.
Treasure, Cecil Wm.; Parade Street, Pingelly.
Trestail & Co.; Karlgarin.
Tucker, Cecil Robinson; Midland Junction.
Underwood, Frederick Albert Edward; 101 Spencer Street, Bunbury.
Union Stores Ltd.; Fremantle.
Upson, Edwin Raymond; Capel.
Veal & Co., K. S.; Hampton Road, Northampton.
Veryard, Vernon C.; York.
Victory Cycles; 147 Oxford Street, Leederville.
Vincent & Co., M. C.; Derby.
W.A. Farmers Ltd.; Wellington Street, Perth; Albany, Narrogin, Bridgetown, Geraldton, Bunbury, Wyndham, Miling, Northam, Katanning, Balingup, Bridgetown, Carnarvon and Narembeen.
Wagin District Farmers Co-op. Ltd.; Wagin.
Walgoolan Trading Co.; Walgoolan.
Walker, James Lloyd; Boyanup.
Walmsley & Sons, Ltd.; Waroona.
Walshe, Norman George; Norseman.
Walters, David; 69 Carew Street, Katanning.
Walters, Robert R. F.; Great Eastern Highway, Merredin.
Walters, W. & M.; Balingup.
Ward, Harry Royal; Nyamup, via Manjimup.
Warren Co-op. Co. Ltd.; Manjimup.
Waterhouse, Warren Saville; Nungarin.
Watkins & Co., Ltd., E. E.; Southern Cross.
Watson, H. & E.; Johnston Street, Kulin.
Watt, Hugh McKinley; Loche Street, Derby.
Waugh, Claude Hector; Yorkrakine.
Webb & Co.; 162 Eleanor Street, Geraldton.
Webster & Gledhill; Mingenew.

List of Persons Licensed to Deal in Firearms
for 1949.

Weir, Joseph Barr; Ongerup.
West, James Win.; Gordon Street, Kondinin.
Westbrook, Frederick Matthew; Main Street, Buntine.
Whitman, Malcolm; Yarloop.
White, Allen Noel; Mt. Sir Samuel.
White, G. H.; Dardanup.
White, Harry Wayman; Burracoppin.
Wilcox, Moffin Ltd.; Geraldton, Fremantle and Katanning.
Wilkes, Ernest Alfred; 413 Oxford Street, Leederville.
Williams, Ivor Thomas; 109 Victoria Street, Bunbury.
Williams, Reginald Phillip; 108 Fitzgerald Street, Northam.
Williams, Thomas Bertram; Brunswick Junction.
Williams Trading & Agency Co.; Williams.
Williams & Wood; Howard Street, Perth.
Wills, John & Co., Ltd.; Boulder, and Victoria Street, Bunbury.
Wills, Wm. J. R.; North Dandalup.
Wills & Co., George; 133 St. George's Terrace, Perth.
Wilson, George Lens; 57 Federal Street, Narrogin.
Wilson, James Bruce; 130 Victoria Street, Bunbury.
Wiluna Co-op. Society; Wiluna.
Wiluna Motor Garage; Wiluna.
Woodcock; John Wilfred; Northampton.
Wubin Trading Co.; Wubin.
Wyalkatchem Farmers Co-op. Co. Ltd.; Railway Terrace, Wyalkatchem.
Wyalkatchem Road Board; Wyalkatchem.
Wyndham, G. A.; Port Hedland.
Yealering Farmers Co-op. Co. Ltd.; Yealering and Wickipin.
Yelverton, Claude Noel; Bindi Bindi, via Moora.
Yilgarn Agency Co.; Southern Cross.
Young Motors Ltd.; 162 Marine Terrace, Geraldton.

DECEASED NATIVE'S ESTATE.

Don Wheelock of Yuin Station, who Died on 25/1/49 at Yuin Station, via Pindar.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased native, which is being administered by me under section 36 of the Native Administration Act, 1905-1941, are hereby requested to send particulars of such claims or demands in writing to me before the 30th day of April, 1949, after which date I shall proceed to distribute the assets of the said deceased native among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 25th day of March, 1949.

S. G. MIDDLETON,
Commissioner of Native Affairs.

NOTICE TO MARINERS.

No. 1 of 1949.

Australia—West Coast.
Fremantle Inner Harbour.

Pylons and Beacon Demolished—Light Buoys
Temporarily Established.

Positions.—From light-tower on South Mole (lat. 32° 03' S. long. 115° 44' E.).

- (1) 940 feet 33° (pylon).
- (2) 1,025 feet 43.5° (pylon)
- (3) 1,225 feet 49° (beacon).

Details.—The two Easternmost pylons, which were illuminated at night, and the inner red beacon adjoining the Northern line of the entrance channel of the Fremantle Inner Harbour have been accidentally demolished.

Owing to the Easternmost pylon having fallen into a position where it fouls the entrance channel to the extent of about 20 feet, a wreck-marking buoy, painted green, and carrying a green light flashing every second, has been established in position (2) above. This buoy will be removed without further notice being given as soon as the demolished pylons have been recovered.

A buoy, painted red, and carrying a fixed red light, has been temporarily established in position (3) above, in place of the demolished beacon.

Charts affected—B.A. 1700, Aus. 113.

Publication affected—Australian Pilot Vol. V., page 320.

Authority—Fremantle Harbour Trust.

Date 15th March, 1949.

(Sgd.) E. TRIVETT,
Harbour Master.

(Sgd.) H. ACTON,
Secretary.

NOTICE TO MARINERS.

No. 2 of 1949.

Australia—West Coast.

Fremantle Outer Harbour.

Extension of Robb's Jetty, Owen Anchorage.

Position—About 2 cables Southward of Catherine Point. (Lat. 32° 05' 26" S., Long. 115° 44' 57" E.)

Details—The length of this jetty has been extended by 150 feet, and the high level section removed.

Charts Affected—BA.240 and 1058, Aus. 077.

Publications Affected—Australia Pilot Vol. V., pages 307 and 320.

Authority—Fremantle Harbour Trust.

Date—21st March, 1949.

(Sgd.) E. TRIVETT,
Harbour Master.

(Sgd.) H. ACTON,
Secretary.

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

Corres. 945/49.

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 6th April, 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.
Wellington Locations 3967 and 3968; 678a. 2r. 12p.; 4346; 410C/40, DE4; eight miles South of Darkan.

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:—

CARNARVON.

6th April, 1949, at 11 a.m., at the Court House—
‡Carnarvon—*412, 4a. 1r. 17p., £10; Town 462,
2r. 1.5p., £30; Town 465, 1r. 24p., £10.

KATANNING.

7th April, 1949, at 11 a.m., at the Government Land Agency—
‡Pingrup—Town 19, 1r., £12.

NARROGIN.

7th April, 1949, at 12 noon, at the Government Land Agency—
‡Varley—Town 13, 1r., £10.

BRIDGETOWN.

12th April, 1949, at 12 noon, at the Court House—
 †Northcliffe—Town 64, 1r., £15; Town 65, 38.1p.,
 £20.

BUSSELTON.

13th April, 1949, at 3 p.m., at the Court House—
 †Cowaramup—*¶40, 4a. Or. 29p., £20; *¶48, 4a. Or.
 29p., £20; Town 52, 1r. 5.3p., £12; Town 53
 1r. 5.3p., £12; Town 54, 1r. 4.9p., £15.

PERTH.

13th April, 1949, at 8 p.m., at Anzac House—
 †Rockingham—Town 462, 1r. 31.1p., £70; Town 453
 to 461 inclusive, 1r. each, £60 each; Town 494,
 1r. 23p., £55; Town 463, 1r. 3.6p., £50; Town
 479, 39.5p., £50; Town 495, 1r. 34.7p., £50;
 Town 464 to 473 inclusive, 1r. each, £45 each;
 Town 480 to 493 inclusive, 1r. each, £45 each;
 Town 510, 39.5p., £40; Town 496 to 509 in-
 clusive, 1r. each, £35 each.

¶All marketable timber is reserved to the Crown.

*Suburban for cultivation.

† Sections 21 and 22 of the regulations do not apply.

‡ 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 dis-
 tricts, 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.

Ballantine, D.; 347/4082; Murray 1341; £1 13s.;
 483/46; 380D/40, B4.

Curnow, J. F.; 338/3594; Quindanning 24; aband-
 oned; 1461/48; Quindanning Townsite.

Forgione, G., and Burnett, S.; 6947/153; Wiluna
 815; £2 10s. 6d.; 1682/33; Wiluna Townsite.

Gould, V., and Gould, G.; 347/3141; Victoria 8072;
 £4 3s. id.; 1136/41; 126A/40, B1.

Greatorex, M. W. S., Greatorex, A. G. W.; 18520/68;
 Wellington 3959; £29 6s. 11d.; 996/24; 415B/40, D1.

Greatorex, M. W. S., Greatorex A. G. W.; 18519/68;
 Wellington 3955; £86 3s. 2d.; 7153/23; 415B/40, D1
 and 2.

Guazzelli, P.; 6662/153; Wiluna 413; £3; 565/33;
 Wiluna Townsite.

Guazzelli, P.; 6622/153; Wiluna 228; £4 4s.; 2163/32;
 Wiluna Townsite.

Hardeman, E. A.; 3117/3545; Boulder 385;
 abandoned; 7196/99; Boulder Townsite Sheet 2.

Kitson, M. J.; 365/1101; Sussex 3838; abandoned;
 991/44; 440A/40, B2.

Nunan, C. D.; 55/2240; Swan 3310; £4; 2196/31;
 1A/40, B1.

Sandford, B. S.; 332/734; Boulder 2519; £1 10s.;
 1769/45; Boulder Townsite Sheet 1.

Spruce, E. W.; 3117/2162; Reedy 150; abandoned;
 1937/36; Reedy Townsite.

H. E. SMITH,
 Under Secretary for Lands.

RE-APPRAISEMENT OF TOWN AND
SUBURBAN LOTS.

Corres. No. 3999/29.

IT is hereby notified, for general information, that
 under the provisions of the Land Act, 1933-1948, and
 the regulations thereunder governing the leasing of

Town and Suburban Lands, the Hon. the Minister for
 Lands has approved of the re-appraisal of the
 undermentioned lots as at the 1st January, 1949.

Town, Lot No., Lease No., Capital Unimproved Value
 (Previous and Re-appraised), Lessee.

Greenmount; 4; 3117C/421; £50, £50; Woods, F. C.

H. E. SMITH,
 Under Secretary for Lands.

OPEN FOR SALE.

Marmion Lot 101.

Applications Close 6th April, 1949.

Department of Lands and Surveys,
 Perth, 15th March, 1949.

Corres. 142/48.

IT is hereby notified that Marmion Lot 101, containing
 1 acre 1 rood, is available for sale in fee simple, under
 section 45A of the Land Act, 1933-1948, for the price
 of £150, subject to the following conditions:—

1. Each application to purchase shall be accom-
 panied by a deposit of 10 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 Wednes-
 day, the 6th April, 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 applications than one for
 this lot, the application to be granted will be determined
 by the Land Board.

H. E. SMITH,
 Under Secretary for Lands.

LOT OPEN FOR LEASING.

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

Corres. 109/49.

IT is notified for general information that Boulder Lot
 1024 is available for leasing under section 117 of the
 Land Act, 1933-1948.

Applications must be lodged at the Lands Office, Kal-
 goorlie, on or before the 13th April, 1949.

If more than one application be received by the clos-
 ing date for this lot, 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 ap-
 proval of his application or within such extended period
 as the Minister for Lands may approve. Failure to
 comply with this condition renders the lease liable to
 forfeiture.

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

(4) The annual rental payable for the first 10 years
 of the term of the lease will be ten shillings. 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 avail-
 able shall not entitle the lessee now, or at any future
 time, to the right to convert same to fee simple.

Plan Boulder Sheet 2.

H. E. SMITH,
 Under Secretary for Lands.

LOT OPEN FOR LEASING.

Department of Lands and Surveys,
Perth, 29th March, 1949.

Corres. 11527/02.

IT is notified for general information that Boulder Lot 1563 is 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 20th April, 1949.

If more than one application be received by the closing date for this lot, 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 ten shillings. 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 Boulder Sheet 1.)

H. E. SMITH,

Under Secretary for Lands.

APPLICATIONS FOR LEASING RESERVE 19596.

Perth Land Agency.

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

Corres. 2577/27.

APPLICATIONS are invited for the leasing of reserve 19596 (Nelson Location 10850) for a sawmilling site.

This reserve is available for leasing, under section 32 of the Land Act, 1933-1948, for a term of five years at a rental of £2 per annum, subject to the following conditions:—

(a) The lessee shall have the right to remove improvements effected at any time during the term of the lease or within three months after the expiration or earlier determination and shall fill in and level off all excavations and remove all waste matter and sawdust and leave the land in a clear and tidy condition.

(b) No compensation will be paid for any improvements effected.

Applications, accompanied by one half-year's rent and lease and registration fees, must be lodged at the Lands Department, Perth, on or before Wednesday, the 13th April, 1949.

(Plan 438B/40, EF1.)

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.

WEDNESDAY, 6th APRIL, 1949.

PERTH LAND AGENCY.

Avon District (about 5½ miles West of Youraling).

Corr. No. 5928/48. (Plan 342C/40, F3.)

Location 7455, containing 160a.; subject to classification, pricing and to timber conditions; exempt from road rates for two years from date of approval of application; being R. W. Swaine's forfeited lease 29705/55.

Avon District (about 3 miles South-West of Youndegin).

Corr. No. 75/15. (Plan 3B/40, D1.)

Location 20688, containing 306a., at 6s. per acre; classification page 3 of 75/15; subject to payment for improvements; being H. J. Green's forfeited lease 9423/68.

Avon District (about 7 miles North-West of West Toodyay).

Corr. No. 5096/22. (Plan 27A/40, A1 and 2.)

Locations 22299, 24025 and 14703, containing 1,105a. 1r. 2p., at 5s. 3d. per acre; classifications page 3 of 5096/22, 4 of 4079/21 and 14 of 729/23; subject to poison conditions, timber conditions and to payment for improvements; being P. H. and D. C. Chitty's forfeited leases 15374/68, 18009/68 and 16041/68.

Avon District (about 7 miles West of Pederah).

Corr. No. 4/45. (Plan 376/80, D2.)

Location 23693, containing 440a. 0r. 24p., at 6s. 9d. per acre; classification page 38 of 7345/23; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning this location is hereby cancelled.

Avon District (about 9 miles West of Pederah).

Corr. No. 7345/23. (Plan 376/80, CD2.)

Locations 23633, 23714, 18693 and 23640, containing 880a. 0r. 2p., all at 6s. 9d. per acre; classification page 39 of 7345/23; subject to Rural and Industries Bank indebtedness, and to a cropping lease expiring on the 28th February, 1950. Previous *Gazette* notice concerning these locations is hereby cancelled.

Avon District (near Nangeenan).

Open under Part V., Sec. 53.

Corr. No. 8017/20. (Plan 25/80, F2.)

Location 22166, containing 10a.; purchase price, £1; available to adjoining holders only.

Fitzgerald District (about 4 miles North of Grass Patch).

Open under Part V., Sec. 53.

Corr. No. 2393/36. (Plan 402/80, C1.)

Location 1481, containing 20a.; purchase price, £8 (including survey fee); subject to Rural and Industries Bank indebtedness; being E. W. Richardson's forfeited lease 347/1570.

Jilbadji District (near Dulyalbin Rock).

Corr. No. 589/36. (Plan 23/80, B2.)

Location 484, containing 2,247a. 1r. 27p., at 1s. 9d. per acre; subject to Rural and Industries Bank indebtedness and to mining conditions; being W. H. Bellord's forfeited lease 348/508.

Kent District (about 3 miles East of Pingrup).

Corr. No. 1591/37. (Plans 407/80, D4, 418/80, D1.)

Location 756, containing 2,043a., at 3s. 9d. per acre; classification page 63 of 1591/37; exempt from road rates for two years from date of approval of application; being E. Featherstone's forfeited lease 347/1493.

Kojonup District (about 4 miles South of Kinnunup).

Corr. No. 4515/47. (Plans 437A/40, C2, 437B/40, D2.)

Location 6842, containing 877a., at 4s. 3d. per acre; classification page 1 of 5452/12; subject to timber and poison conditions; exempt from road rates for two years from date of approval of application; being R. F. Dear's forfeited lease 347/4765.

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

Peel Estate (near Karup).

Corr. 6432/48. (Plan 341D/40, B4.)

Lots 395 and 396, containing 128a. 3r. 24p. and 124a. 1r. 4p., respectively; purchase money, £81 and £78, respectively; to ex-Servicemen: half-yearly instalments—first five years interest only at 4½% per annum £1 16s. 6d. and £1 15s. 1d., respectively, balance 35 years principal and interest at 4½% per annum £2 5s. 2d. and £2 3s. 6d., respectively; civilians: half-yearly instalments—first five years interest only at 5% per annum £2 0s. 6d. and £1 19s., respectively; balance 35 years principal and interest at 5% per annum £2 8s. 1d. and £2 6s. 4d., respectively; subject to conditions governing selection in this estate; being J. Lucas' cancelled application.

Plantagenet District (3 miles North of Narrikup).

Corr. No. 350/49. (Plan 451/80, B1 and 2.)

The Crown land, containing about 150 acres, bounded on the Westward by location 2096 and 1541, on the North-Eastward and Eastward by a one-chain road along the Great Southern Railway Reserve, and on the Southward by location 2293; subject to survey, classification and pricing.

Roe District (about 10 miles East of Lake King Townsite).

Corr. No. 5000/28. (Plan 389/80, D3.)

Location 1614, containing 2,015a. 1r. 24p., at 4s. 6d. per acre; classification page 1 of 2980/28; subject to Rural and Industries Bank indebtedness and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (2 miles North-East of Cowaramup).

Corr. No. 5963/25. (Plan 413D/40, B4.)

Location 2726, containing 46a. 1r. 28p., at 12s. per acre.

Sussex District (7 miles East of Bramley Siding).

Corr. No. 2658/48. (Plan 440A/40, C1.)

The Crown land, containing about 120 acres, bounded on the Northward by the prolongation Eastward of the Northern boundary of location 2806, on the Eastward by a protected road, on the Southward by location 2288, and on the Westward by locations 2287 and 2806; subject to survey, classification and pricing.

Swan District (near Karakin Lakes).

Corr. No. 1044/08. (Plan 30/80, EF1 and 2.)

(a) The Crown land, containing about 450 acres, bounded on the Westward by location 333, on the North-Westward by locations 495, 1801, 465, 1620, 1802, 474 and 496, on the Northward by locations 3186 and 3185, on the Eastward by the prolongation Southward of the Eastern boundary of location 3185, and on the South-Eastward by road No. 2247 (excluding roads No. 1643 and 8768).

(b) The Crown land, containing about 400 acres, bounded by lines starting at a point on the Eastern side of road No. 8767, situate about 4 chains Northward of road No. 5123 and extending East about 80 chains; thence South about 50 chains; thence West to the Eastern side of road No. 8767; thence Northward along the said side of road to the starting point (excluding road No. 5123).

Subject to survey, classification, pricing, and the provisions of section 109B.

Victoria District (about 15 miles North of Yuna).

Corr. No. 2759/34. (Plan 160/80, DE1.)

Location 8379, containing 2,253a. 0r. 22p., at 3s. 6d. per acre; classification page 44 of 2759/34; subject to Rural and Industries Bank indebtedness and to a grazing lease expiring 28/2/1950. Previous *Gazette* notice concerning this location is hereby cancelled.

Victoria District (about 12 miles North of Yuna).

Corr. No. 6255/26. (Plan 160/80, E1 and 2.)

Location 8401, containing 890a. 0r. 20p., at 4s. 6d. per acre (excluding survey fee); classification page 11 of 6255/26; subject to Rural and Industries Bank indebtedness and to a grazing lease expiring on the 28th February, 1950; subject to survey unless selected by the holder of freehold unsurveyed location 8422; being H. Kaiser's forfeited lease 21880/68.

Williams District (about 14 miles East of Dndinin).

Corr. No. 6202/48. (Plan 386/80, F1 and 2.)

Locations 10194 and 14728, containing 1,000a., at 10s. per acre; classification page 130A of 7131/11; also locations 9958, 12899 and 11791, containing 452a., 199a. 3r. 5p. and 370a. 1r., respectively, at 9s. 6d., 6s. 9d. and 7s. 3d. per acre, respectively; classifications pages 6 of 4697/21, 3 of 2504/23 and 4 of 1254/29, respectively; subject to Rural and Industries Bank indebtedness; locations 9958, 12899 and 11791, subject to a cropping lease expiring on the 28th February, 1950; location 9958 subject to survey unless selected by the holder of freehold unsurveyed location 12591; being C. A. Rowley and J. Walling's cancelled application.

Williams District (about 15 miles East of Dndinin).

Corr. No. 6203/48. (Plan 386/80, F1.)

Location 14279, containing 1,190a. 3r. 38p., at 6s. per acre; classification page 5 of 6640/26; subject to Rural and Industries Bank indebtedness, and to survey unless selected by the holder of freehold unsurveyed location 14280; being C. A. Rowley and J. Walling's cancelled application.

Yilgarn District (about 5 miles North-East of Campion).

Corr. No. 5232/26. (Plan 54/80, D4.)

Location 362, containing 3,768a. 0r. 23p., at 1s. 6d. per acre; classification page 3 of 981/26; subject to Rural and Industries Bank indebtedness, and to mining conditions; being R. Harford's forfeited lease 21048/68.

WEDNESDAY, 13th APRIL, 1949.

PERTH LAND AGENCY.

Avon District (near Codjatotine Pools).

Corr. No. 2730/32. (Plan 379C/40, F3.)

Locations 25875 and 25896, containing about 150 acres and about 75 acres, respectively, and the Crown land, containing about 500 acres, bounded on the Northward by locations 25896 and 25875, on the Eastward by location 4973, on the Southward by road No. 5613, and on the Westward by locations 15231, 15230 and 7268; subject to survey, classification and pricing.

Avon District (about 11 miles West of Gwambygine).

Corr. No. 690/40. (Plans 2C/40, D3 and 4, 2D/40, C3 and 4.)

Locations 12997, 7831 and 22106, containing 1,154a. 1r. 15p., at 2s. 6d. per acre; classification page 5 of 690/40; subject to timber conditions and to payment for improvements; being part of W. Mottram's forfeited lease 347/2734.

Avon District (about 10 miles North-West of Gnarming).

Corr. No. 497/43. (Plan 377/80, E1.)

Locations 19836, 19837 and 19839, containing 1,317a. 2r. 29p., 1,000a. and 1,003a., respectively, all at 5s. 3d. per acre (as one holding); classification page 5 of 2979/18 and pages 88 and 89 of 10807/12; subject to payments for improvements and exempt from road rates for two years from date of approval of application; being I. G. M. Fletcher's forfeited lease 347/3545.

Avon District (about 5 miles North of Merredin).

Corr. No. 5684/28. (Plan 24/80, AB1.)

Location 20463, containing 1,263a. 0r. 9p., at 2s. 9d. per acre; classification page 26 of 10034/12; subject to payment for improvements, if any; being A. J. Hart's forfeited lease 68/1010.

Avon District (about 5 miles West of Billaricay).

Corr. No. 4853/25. (Plans 344/80, F2 and 3, 345/80, A2 and 3.)

Locations 23456 and 23806, containing 3,446a. 0r. 25p., at 4s. 6d. per acre; classification page 11 of 4853/25; subject to payment for improvements, if any. Previous *Gazette* notice concerning these locations is hereby cancelled.

Avon District (about 8 miles South-West of Dattening).

Corr. No. 3727/48. (Plan 379B/40, E2.)

Location 23719, containing 2,111a. 1r. 24p., at 4s. per acre; classification page 4 of 6141/24; subject to timber conditions and to payment for improvements, if any; being D. K. Turton's cancelled application.

Avon District (about 6 miles North of Weira).

Corr. No. 3233/40. (Plan 54/80, C3 and 4.)

Location 26694, containing 799a. 3r. 22p., at 2s. per acre; classification page 6 of 1169/34; exempt from road rates for two years from date of approval of application; being W. Conlon's forfeited lease 347/2783.

Boyanup A.A. District (about 7 miles West of Dardanup).

Corr. No. 1991/39. (Plan 411D/40, A3 and 4.)

Lot 256, containing 121a., at 10s. per acre; classification page 9 of 7429/03; subject to timber conditions and exempt from road rates for two years from date of approval of application; being R. G. Bell's forfeited lease 365/890.

Esperance District (about 11 miles West of Gibson).

Corr. No. 3929/48. (Plan 423/80, B2.)

Location 184, containing 200a., at 2s. 9d. per acre; subject to payment for improvements; being A. R. Stone's cancelled application.

Esperance District (about 2½ miles East of Caitup).

Corr. No. 46/49. (Plan 423/80, E3.)

Locations 538, 606 and 611, containing 2,643a., at 1s. 6d. per acre; subject to payment for improvements, if any. Previous *Gazette* notice concerning these locations is hereby cancelled.

Esperance District (about 16 miles West of Caitup).

Corr. No. 6344/48. (Plan 423/80, AB3.)

Location 853, containing 160a., at 1s. 9d. per acre (in conjunction with locations 405 and 1027); being F. J. McCudden's forfeited lease 20673/74.

Jandakot A.A. District (near Bangup Lakes).

Corr. No. 2049/38. (Plan 341A/40, C2.)

Location 400, containing 29a. 1r. 11p., at 17s. per acre; classification page 34 of 2035/23; subject to timber conditions and exempt from road rates for two years from date of approval of application; subject also to the condition that there is no possibility of an extension in future of the existing drainage system; being G. Scolaro's forfeited lease 347/2183.

Kojonup District (about 6 miles North-West of Boscabel).

Corr. No. 2051/19. (Plan 416A/40, A1.)

Location 6524, containing 4,697a. 3r. 17p., at 2s. per acre; classification page 10 of 2051/19; subject to payment for improvements and to poison conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Kojonup District (about 12 miles North-East of Broomehill).

Corr. No. 4241/20. (Plan 417D/40, C3.)

Location 7579, containing 431a. 1r., at 2s. 6d. per acre; classification page 4 of 4241/20; subject to poison conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Kojonup District (about 9 miles South of Badgebup).

Corr. No. 5080/26. (Plan 417/80, D3.)

Location 8264, containing 378a. 3r. 16p., at 6s. per acre; classification page 21 of 5080/26; subject to payment for improvements and exempt from road rates for two years from date of approval of application; being S. Green's forfeited lease 68/1024.

Melbourne District (about 11 miles West of Coomberdale).

Corr. No. 5225/48. (Plan 63/80, B2 and 3.)

Location 3340, containing 2,999a. 3r., at 2s. 6d. per acre; classification page 17 of 4024/29; exempt from road rates for two years from date of approval of application and subject to survey of a road; being A. G. Beilby's cancelled application.

Melbourne District (about 7 miles South-West of Namban).

Corr. No. 144/48. (Plan 63/80, BC2.)

Location 3463, containing about 2,400a.; subject to survey, classification, pricing, and to payment of £25 part survey fee with application; being W. H. Lang's cancelled application.

Nelson District (near Barronhurst).

Corr. No. 1200/31. (Plans 442B/40, E2, 442C/40, E3.)

Location 8788, containing 57a. 1r. 11p., at 15s. per acre; classification page 12 of 1200/31; subject to 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 8 miles North-West of Koorda).

Corr. No. 4340/25. (Plan 56/80, D2.)

Location 1838, containing 808a. 1r. 32p., at 4s. 9d. per acre; classification page 77A of 4340/25; 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 9 miles North-West of Koorda).

Corr. No. 1539/48. (Plan 56/80, D and E1.)

Locations 2772 and 649, containing 233a. 1r. 38p. and 1,380a. 0r. 22p., respectively, at 4s. per acre; classifications pages 4 of 5268/27 and 7 of 6067/26 respectively; location 649 subject to pricing, both locations subject to payment for improvements; being M. M. Donald's cancelled application.

Ninghan District (near Cleary).

Corr. No. 1267/28. (Plan 66/80, A2 and 3.)

Locations 1350 and 1453, containing 990a. Or. 8p. and 957a. 1r. 20p., respectively, at 3s. per acre; classification page 49 of 1267/28; subject to payment for improvements; being C. Robakidzi's forfeited lease 23009/68.

Ninghan District (at Moondon).

Corr. No. 5364/28. (Plan 66/80, F3.)

Location 3033, containing 2,159a. 1r. 25p., at 1s. 6d. per acre; classification page 5 of 5364/28; subject to payment for improvements; being E. G. Carlton's forfeited lease 68/943.

Ninghan District (near Wialki).

Corr. No. 4115/47. (Plan 66/80, E2.)

Location 3124, containing 2,250a. 1r., at 1s. 6d. per acre; classification page 16 of 6320/27; subject to payment for improvements; being T. M. J. O'Neil's cancelled application.

Plantagenet District (about 2½ miles South-West of Young's Siding).

Corr. No. 1695/25. (Plan 456B/20, F1.)

Location 2557, containing 41a. 2r. 10p., at 10s. per acre; classification page 6 of 1695/25; exemption from road rates for two years from date of approval of application; being E. J. Blake's forfeited lease 13113/56.

Roe District (near Lake Carmody).

Corr. No. 740/45. (Plan 375/80, EF1.)

Location 1402, containing 2,251a. 2r. 18p., at 3s. 9d. per acre; classifications pages 1 and 48 of 315/23; exempt from road rates for two years from date of approval of application; being C. C. Radbourne's forfeited lease 347/3916.

Roe District (about 10 miles North of Karlgarin).

Corr. No. 4666/46. (Plan 345/80, F3.)

Location 1702, containing 1,666a. 1r. 36p., at 6s. per acre; classification page 32 of 4570/27; exempt from road rates for two years from date of approval of application; being A. M. Brown's forfeited lease 347/4584.

Roe District (near Mt. Madden).

Corr. No. 7/33. (Plan 405/80, C1 and 2.)

Location 1579, containing 1,311a. 2r. 12p., at 4s. 9d. per acre; classification Alk. 564, Sheet 6; subject to payment for improvements, if any, and to mining conditions; being R. H. Tilbrook's forfeited lease 55/2500.

Sussex District (about 4 miles North-West of Cowaramup).

Corr. No. 2556/33. (Plan 413D/40, A4.)

Location 1058, containing 443a., at 10s. per acre; classification page 7 of 9534/12; subject to payment for improvements, to timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application; being A. M. Harris' forfeited lease 68/4027.

Sussex District (about 6 miles East of Cowaramup).

Corr. No. 4197/30. (Plan 413D/40, C4.)

Location 2195, containing 139a. 2r. 11p., at 8s. per acre; classification page 7 of 4197/30; subject to timber conditions, to payment for improvements and to conditions governing selection in this district; being J. B. Worgan's forfeited lease 74/1213.

Victoria District (about 8 miles East of Buntine).

Corr. No. 1567/22. (Plan 89/80, D1.)

Location 4322, containing 160a. Or. 20p.; subject to classification, pricing and to payment for improvements; being C. F. Palfrey's forfeited lease 22914/74.

Victoria District (about 11 miles North-East of Cannan).

Corr. No. 692/48. (Plan 128/80, C1.)

Location 8432, containing 2,184a. 2r. 27p., at 2s. 3d. per acre; classification page 25 of 151/37; exempt from road rates for two years from date of approval of application; being R. E. Williamson's cancelled application.

Victoria District (about 12 miles East of Cannan).

Corr. No. 3567/26. (Plan 128/80, CD2.)

Locations 8444 and 8787, containing 2,991a. 1r. 34p., at 2s. 3d. per acre; classifications pages 35 and 45 of 3567/26; subject to payment for improvements; being T. Dullea's forfeited leases 22575/68, 13209/56 and 25365/74.

Victoria District (about 8 miles West of Gunyidi).

Corr. No. 3386/48. (Plan 90/80, BC3.)

Location 8744, containing 4,996a. 1r. 26p., at 2s. 6d. per acre; classification page 6 of 5676/27; exempt from road rates for two years from date of approval of application; being S. H. Edward's cancelled application.

Victoria District (about 8 miles East of Gunyidi).

Corr. No. 3023/27. (Plan 90/80, EF3.)

Location 8794, containing 1,846a. Or. 15p., at 2s. 6d. per acre; classification page 15 of 3023/27; subject to payment for improvements; being R. J. Beament's forfeited lease 68/1706.

Victoria District (about 7 miles East of Latham).

Corr. No. 1786/27. (Plan 96/80, BC3.)

Locations 8474 and 8686, containing 1,997a. Or. 29p., at 4s. per acre; classification page 16 of 1786/27; subject to payment for improvements. Previous *Gazette* notice concerning these locations is hereby cancelled.

Victoria District (about 14 miles East of Maya).

Corr. No. 3863/48. (Plan 96/80, D4.)

Locations 8878 and 9583, containing 1,622a. 2r. 18p. and 901a. 2r. 22p., respectively, at 2s. per acre; classification page 3 of 1705/37 and page 4 of 1709/37; exempt from road rates for two years from date of approval of application; being W. J. Farrell's cancelled application.

Victoria District (about 6 miles East of Bunjil).

Corr. No. 6358/47. (Plan 96/80, B1 and 2.)

Location 8898, containing 3,659a. Or. 37p., at 2s. 6d. per acre; classification page 21 of 2099/35; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Wellington District (about 1½ miles West of Collie Burn).

Open under Part V., Sec. 54.

Corr. No. 1561/48. (Plan Locations near Collie Burn.)

Location 2961, containing 20a., at 18s. per acre; classification page 34 of 10531/09; selection limited to one location in this subdivision to any one person, but this may be increased in special cases with the approval of the Minister; limited to a depth of 20 feet only below the natural surface; subject to timber conditions; being R. Randall's cancelled application.

Williams District (about 12 miles North-West of Jitarning).

Corr. No. 5348/48. (Plan 377D/40, C4.)

Locations 7531 and 7532, containing 585a. and 700a. 2r. 34p., respectively, at 7s. per acre; classifications pages 16 of 2955/23 and 170A of 852/09; subject to Rural and Industries Bank indebtedness; being J. Spark's cancelled application.

Williams District (about 10 miles North-West of Moulyinning).

Corr. No. 2620/47. (Plan 386D/40, C4.)

Locations 11148 and 11149, containing about 680a.; subject to classification and pricing; portion being A. May's cancelled application. Previous *Gazette* notices concerning the balance being hereby cancelled.

Yilgarn District (about 11 miles North of Campion).

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

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

Yilgarn District (about 4 miles South of Warrachuppin).

Corr. No. 945/40. (Plan 35/80, E1.)

Location 1347, containing 2,804a. 0r. 25p., at 1s. 6d. per acre; classification page 36 of 945/40; subject to mining conditions, to special timber conditions, and to payment for improvements, if any; being the surrendered portion of location 320.

WEDNESDAY, 20th APRIL, 1949.

PERTH LAND AGENCY.

Avon District (about 12 miles West of Bilbarin).

Corr. No. 5365/20. (Plan 344/80, B1 and 2.)

Location 16905, containing 1,000a.; classifications pages 16 and 17 of 5365/20; subject to pricing and to payment for improvements; being H. A. McCahon's forfeited lease 12768/68.

Esperance District (near Caitup).

Corr. No. 696/41. (Plan 423/80, D3.)

Location 598, containing 981a., at 1s. 9d. per acre; classification page 11 of 696/41; subject to payment for improvements, if any. Previous *Gazette* notice concerning this location is hereby cancelled.

Kojonup District (near Boyerine).

Corr. No. 766/23. (Plan 409C/40, E4.)

Locations 5317, 3813, 5071 and 4906, containing 505a. 3r. 25p., at 7s. 3d. per acre; classification page 4 of 766/23; subject to payment for improvements and to timber conditions; exempt from road rates for two years from date of approval of application; being W. A. Quartermaine's forfeited lease 16580/68.

Kojonup District (about 6 miles East of Jingalup).

Corr. No. 1965/28. (Plan 437A/40, C1.)

Locations 8072 and 8452, containing 420a. 2r. 1p., at 6s. per acre; classification page 76 of 1965/28; also locations 8073 and 8074, containing 814a. 1r. 34p., at 3s. 6d. per acre; classifications pages 11 and 12 of 5217/28; subject to Rural and Industries Bank indebtedness and to timber conditions; locations 8073 and 8074 subject also to poison conditions; being J. C. Bond's forfeited leases 22982/68, 68/686 and 25983/74.

Nelson District (about 5 miles South-West of Pemberton).

Corr. No. 872/48. (Plan 442C/40, D3.)

Location 8175, containing 112a. 2r. 13p., at 13s. per acre; classification page 1 of 1039/20; subject to timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application; being A. W. Kadatz's forfeited lease 347/5353.

Oldfield District (near Overshot Hill).

Corr. No. 7357/20. (Plan 405/80, DE4.)

Location 334, containing 733a. 2r. 9p., and locations 46 and 180, containing 999a., all at 5s. 3d. per acre; classifications pages 19 of 311/15 and 13 of 5521/28; subject to payment for improvements and to mining conditions. Previous *Gazette* notice concerning these locations is hereby cancelled.

Oldfield District (near Overshot Hill).

Corr. No. 2596/29. (Plan 405/80, E4.)

Locations 445 and 450, containing about 1,150a. and 159a. 3r. 35p., respectively, at 7s. 6d. and 5s. per acre, respectively; classifications pages 7 of 3070/28 and 18 of 4306/28, respectively; and (a) the area of about 60 acres, bounded by the Northern boundary of location 450, part of the Eastern boundary of M.H. 254, the prolongation Eastward of the Northern boundary of said M.H. 254 and road No. 7285; (b) the area of about 30 acres, bounded by the Eastern boundary of location 450, part of the Northern boundary of M.H.L. 235 and road No. 7285; subject to mining conditions. Location 445 subject to poison conditions. Location 450 exempt from road rates for two years from date of approval of application. Location 445 and areas (a) and (b) subject to survey and to payment of full or part survey fee if called upon.

Plantagenet District (about 11 miles North-East of Mt. Barker).

Corr. No. 3877/46. (Plan 445/80, C4.)

Location 4945, containing about 100a.; subject to survey, classification, pricing, and timber conditions; subject also to provision of road access between locations 3258 and 4586 and payment of an additional survey fee of £5 therefor with application; being A. F. Clarke's cancelled application.

Roe District (near Burngup).

Corr. No. 2558/26. (Plan 387/80, D and E3.)

Location 899, containing 340a., at 3s. 6d. per acre; classification page 8 of 2558/26; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (about 4 miles East of Dianella).

Corr. No. 6923/47. (Plan 440D/40, BC4.)

Location 2659, containing 154a. 3r. 5p., at 11s. 6d. per acre; classification page 25 of 3650/30; subject to timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application; being A. Wright's cancelled application.

Victoria District (about 13 miles North of Tenindewa).

Corr. No. 186/40. (Plans 161/80, BC4, 156/80, BC1.)

Locations 6087 and 8974, containing 2,232a. 2r. 26p., at 3s. per acre; classifications pages 71 of 1442/12, Vol. 1 and 19 of 3569/30; subject to payment for improvements; being part of W. H. Stokes' forfeited license 3108/466.

Yilgarn District (about 11 miles East of Bullfinch).

Corr. No. 294/38. (Plan 53/80, E4.)

Location 535, containing 1,000a. 0r. 12p., at 1s. 9d. per acre; subject to payment for improvements capitalised at £200; being R. Lee's forfeited lease 347/2240.

H. E. SMITH,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of the Land Act, 1933-1943.

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 23,655 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—Nabberm 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.

Encla 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 Balingup Road Board to close the said portion of road, viz.:-

Balingup.

5920/48.

B500. The surveyed road through Nelson Location 3463; from its Northern to its Southern boundary. (Plan 414D/40, C4.)

H. E. SMITH,
For Minister for Lands.

I, R. J. Blechynden, on behalf of the Balingup Road Board, hereby assent to the above application to close the road therein described.

R. J. BLECHYNDEN,
Chairman, Balingup Road Board.

9/3/49.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

WE, Kenneth J. Nancarrow, W. E. C. and D. H. McLarty, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Murray Road Board to close the said portion of road, viz.:-

Murray.

708/10.

M.453. The surveyed road along the Eastern boundary of Coolup Agricultural Area Lot 91, from road No. 42 at the Northernmost corner of the said lot to a surveyed road at its Southernmost corner. (Plan 380D/40, C3.)

W. E. C. McLARTY.

D. H. McLARTY.

K. J. NANCARROW.

I, A. F. EDWARD, on behalf of the Murray Road Board, hereby assent to the above application to close the road therein described.

ARTHUR F. EDWARD,
Chairman Murray Road Board.

18/2/49.

PUBLIC WORKS TENDERS.

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

Work.—Esperance School—New Latrines and Septic Tank Installation (10391); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and at Police Station, Esperance, on and after 22nd March, 1949.

Work.—Midland Junction Police Station—Additions (10398); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd March, 1949.

Work.—Ongerup—New J.W.B. School (10399); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Police Stations, Gnowangerup and Tambellup, on and after 22nd March, 1949.

Work.—Moore River Native Settlement—New Bakehouse (10400); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Moora, on and after 22nd March, 1949.

Work.—Wiluna Warden's Court and Offices—Repairs and Renovations (10401); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Mining Registrar's Office, Leonora, on and after 22nd March, 1949.

Work.—Fitzroy Crossing—New Police Station (10394); 12th April, 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.—Mt. Magnet School—New Latrines and Septic Tank Installation (10393); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton; Mining Registrar's Office, Mt. Magnet, and Mining Registrar's Office, Cue, on and after 29th March, 1949.

Work.—Wongan Hills Hospital—Alterations to Water Supply (10402); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Wongan Hills, on and after 29th March, 1949.

Work.—Chapman Research Station—New College (10403); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 29th March, 1949.

Work.—Dongara School—New Latrines and Septic Tank Installation (10404); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 29th March, 1949.

Work.—Beverley—New Brick School (10408); 20th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Beverley, on and after 29th March, 1949.

Work.—Darkan School—Additions (10409); 20th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and Narrogin, and Courthouse, Collie, on and after 29th March, 1949.

Work.—Palmyra Police Station and Quarters—New Latrines and Septic Tank Installation (10405); 20th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth on and after 5th April, 1949.

Work.—Kalgoorlie Hospital—Repairs and Renovations (Section No. 1) (10406); 20th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 5th April, 1949.

Work.—Kellerberrin Hospital—New Kitchen Block (10410); 26th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Kellerberrin, on and after 29th March, 1949.

Purchase of Property.—Maud Landing—Goods Shed, Purchase and Removal; 26th April, 1949; conditions may be seen at P.W.D., Perth and Resident Engineer, P.W.D., Carnarvon.

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.

31st March, 1949.

MUNICIPAL CORPORATIONS ACT, 1906-1947.

Municipal Election.

Department of Public Works,
Perth, 30th March, 1949.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentleman has been elected member of the undermentioned Municipal Council to fill the vacancy shown in the particulars hereunder:—

Ward; Date of Election; Member Elected: Surname, Christian Name; Occupation; How vacancy occurred: (a) Retirement, (b) Resignation, (c) Death; Name of Previous Member.

Northam Municipal Council.

West; 9th March, 1949; Bartlett, Herbert Edward; Manager; (b); Dewsnap, W. J.

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

MUNICIPALITY OF BUNBURY.

Appointment of Bus Stand in Priusep Street.

THE following resolution was carried by the Bunbury Municipal Council at a meeting held on 22nd March, 1949:—“Pursuant to section 251 of the Municipal Corporations Act, 1906-1947, the Municipal Council of Bunbury hereby declares that a stand for motor omnibuses is appointed on the North side of Priusep Street starting at a point 30 feet West of the Western building alignment of Arthur Street and extending Westward for 235 feet. This stand shall be used only by motor omnibuses operating on routes of which the other termini are at least four miles outside the boundary of the Municipality of Bunbury, and no person shall cause or permit any other vehicle to stand thereon.”

PERCY C. PAYNE,
Mayor.

R. HOUGHTON,
Town Clerk.

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1945.Cottesloe Municipal Council.
Town Planning Scheme.

IN pursuance of the resolution of the Cottesloe Municipal Council dated the 26th day of March, 1947, and notices advertised in accordance with the Town Planning Regulations, 1930, the undermentioned works are planned and projected and regulations made for their enforcement and execution, subject to the provisions of the Act.

Work No. 1.

Districting and zoning the gazetted area of the Municipality for industrial, business and residential purposes as shown on the sealed plan and described in the regulations hereunder; and the area of the Municipality is hereby classified and districted.

Industrial Areas.

Regulation.

1. The industrial areas are defined as the lands within the Municipality on which are established industries at the date of gazettal of the scheme.

2. No portion of the Municipality shall be used for an industrial purpose except those lands.

Industrial purposes shall mean any work or manufactory, industry or use not permitted in the business area.

3. No noxious trade as defined by the Health Act shall be established within the Municipality with the exception of fish shops, which shall be licensed by the Council and located in the business areas of the scheme.

4. Any industry established within the Municipality shall, when and where the Council deems necessary, provide for drainage disposal, and elimination of smoke and odours, which the Council may consider detrimental to health or amenity.

5. In addition to the industrial uses set out in 2 it shall be competent for land in the industrial areas to be used for residential but not business purposes as set out in the business areas regulation.

Business Areas.

Regulation.

1. The business areas are defined as the lands within the borders edged red on the sealed plan and more particularly described in the Second Schedule hereunder.

2. All those lots on which business is established at the time of the gazettal of the Scheme.

3. The business areas may include one of the following uses:—

(a) Any use permitted in a residential area under the Scheme (provided that no residence shall be erected prior to the erection of business premises).

(b) The following:—Theatre hall, club, or place of amusement, office, bank, or hotel, fire station, police station, post office or public building.

(c) Shops, salesroom or showroom for the conduct of retail business.

(d) Workrooms connected with retail business in which not more than 50 per cent. of the total floor space is devoted to workrooms.

(e) Garages or petrol selling or service stations.

(f) Such other accessory or ancillary buildings and uses, as the local authority may determine, but shall not include any industry, trade or manufactory.

4. Where dwellings or residential quarters are erected in conjunction with shops or other business on the same lot, each dwelling or residence shall have at least 6,000 square feet of area allotted and available to it. Subject to this regulation and the building regulations or other by-laws of the Council for the time being in force, the whole of the frontage of any lot may be occupied by the lock-up shops or business.

Second Schedule.

1. Lots on which business premises exist at the date of gazettal of the Scheme.

2. Lots within the red border on the sealed plan as follows:—All those lots or parcels of land bounded by a line commencing at the junction of the Southern boundary of Forrest Street and Western boundary of Stirling Highway, thence Southerly along said boundary to the railway reserve, thence Northerly along the railway reserve and the east boundary of Brixton and Railway Streets to the Southern boundary of Forrest Street, thence along said boundary to the boundary between lots 28 and 29, thence South along such boundary to the North side of the R.-O.-W. at the rear, thence East along the North boundary of the R.-O.-W. to the South-West corner of lot 42, thence along the near boundary of lots 42 to 45 and East along the South side of Forrest Street to the point of commencement.

Residential Area.

Regulation.

1. All lots upon which are erected residences at the date of gazettal of this Scheme, but no additional residences or dwellings shall be erected on such lots unless a plan of subdivision or re-subdivision, or lease shall have been approved by the Town Planning Board.

2. All lands within the gazetted Municipal boundaries not included in the industrial and business areas of the Scheme may be used for residential purposes.

3. Churches, public buildings or other institutional buildings, may be erected in the residential area with the approval of the Council.

4. No residential lot shall be built on to cover more than one-third of the area of such lot.

5. No lot or land shall be built on until the land is drained to the satisfaction of the Council and provision is made for the disposal of roof water and house sullage.

6. The erection or maintenance of tenement houses or flats shall be limited to those areas set out in the tenement house and flat regulation.

Tenement House and Flat Area.

Regulation.

1. The construction of tenement houses capable of housing two families or more is prohibited within the Cottesloe Municipality except on those allotments situated in the areas mentioned in the third schedule to this regulation and which otherwise comply with the regulation.

2. Where a building is let or occupied in flats or tenements, each flat or tenement shall be deemed to be a separate house or dwelling.

3. No lot or parcel of land shall be used for the erection thereon of flats or tenements unless the effective frontage of the lot or parcel is 50 feet or more and the area thereof is not less than 6,000 square feet.

4. A tenement house consisting of one floor only shall not cover an area exceeding one-half of the allotment upon which same is built. In the case of a tenement house of more than one floor, the total space to be left unbuild upon on the allotment shall be at least equal to the total floor area of the building erected.

5. The construction of tenement houses shall be limited in height to two floors, with the exception that three-storey tenements may be permitted on lots fronting Marine Parade.

6. Each tenement or dwelling shall be provided with a separate kitchen, bathroom and lavatory on the same floor as the other rooms of such tenement.

7. Each tenement or dwelling shall be provided with separate entrances, and where such is above the ground floor such entrance shall be constructed of brick, stone, iron or other approved fireproof material.

8. The total floor area of each tenement shall be at least 700 square feet and, in addition, attached thereto shall be an open verandah space, for the exclusive use of each tenement, at least 100 square feet in floor area.

9. No dividing fence shall be constructed in front of any tenement house between the fence alignment and the building, so as to divide the frontage thereof into a lesser frontage than 50 feet.

10. Subject to the observance of the building by-laws of the Council in force from time to time in other respects no existing dwelling shall be converted to flats or tenements, unless each tenement is separated from the other by a nine inch brick wall from floor to ceiling.

Third Schedule.

1. All lots fronting Marine Parade for its whole length within the Municipality.

In accordance with regulation 5, flats may be permitted up to three floors in height in this area.

2. All lots fronting Stirling Highway for its whole length within the Municipality.

3. All lots fronting Broome Street on both sides with the exception of those lots on the east side situated between Forrest Street and Pearse Street.

4. All lots situated in the area bounded by Marine Parade, the South side of North Street and the West side of Broome Street and Ocean Road.

Enforcement.

If any person shall either by act or omission contravene the regulations under this Scheme he shall be guilty of an offence under such regulation and on conviction for such offence shall be liable to a penalty not exceeding ten pounds, and also if such offence is in the nature of a continuing offence, to a daily penalty not exceeding two pounds during the continuance of the offence.

L. P. GADSDON,
Mayor, Cottesloe Municipal Council.

ALEX C. SMITH,
Town Clerk.

Notice is hereby given that the above proposals are advertised in accordance with the regulations.

The plan of the Scheme has been deposited at the office of the Cottesloe Municipal Council, and will be open to inspection by all persons interested, without payment or any fee, between the hours of 10 a.m. and 4 p.m. Mondays to Fridays. Any suggestions for the inclusion of any lands or works in or from the area of the proposed scheme should be sent to the Town Clerk, Cottesloe, before the 22nd day of April, 1949.

ALEX C. SMITH,
Town Clerk, Cottesloe Municipal Council.

Notified for public information.

(Sgd.) D. L. DAVIDSON,
Chairman, Town Planning Board.

PUBLIC WORKS ACT, 1902-1945; STATE HOUSING ACT, 1946.

P.W. 222/49.

LAND RESUMPTION.

State Housing at Hertha Street, Osborne Park.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the schedule hereto—being all in the Perthshire District—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 31st day of March, 1949, been set apart, taken, or resumed for the purposes of the following public work, namely:—State Housing at Hertha Street, Osborne Park.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 31662, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in the State Housing Commission for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31662	Owner or Reputed Owner.	Description.	Area.
....	Margaret Somerville Holmberg	Portion of Perthshire Location At, being Lot 24 of Section K on L.T.O. Plan 925 (Certificate of Title Volume 1005, Folio 957)	a. r. p. 5 0 27

Certified correct this 18th day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 31st day of March, 1949.

P.W. 702/48 ; Ex. Co. No. 616.

PUBLIC WORKS ACT, 1902-1945.

LAND RESUMPTION.

Armadale Police Station—Extension.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Canning District—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 18th day of March, 1949, been set apart, taken, or resumed for the purposes of the following public work, namely :—Armadale Police Station—Extension.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 31657, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in His Majesty for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way, or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31657.	Owner or Reputed Owner.	Description.	Area.
....	Lillian Hope Turner, Executrix of the Will of James William Gifford (deceased)	Portion of Canning Location 31, being Lot 11 on L.T.O. Plan 2037 (Certificate of Title Volume 321, Folio 13)	a. r. p. 0 0 27.6

Certified correct this 14th day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 18th day of March, 1949.

P.W. 233/49 .

PUBLIC WORKS ACT, 1902-1945.

LAND RESUMPTION.

Leederville Police Station—Site.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Perthshire District—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 31st day of March, 1949, been set apart, taken, or resumed for the purposes of the following public work, namely :—Leederville Police Station.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described, on Plan, P.W.D., W.A., 31678, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in His Majesty for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31678.	Owner or Reputed Owner.	Description.	Area.
1 and 2	Thomas Stampalia	Portion of Perthshire Location Ac, being Lots 7 and 8 on L.T.O. Plan 956 (Certificate of Title Volume 1089, Folio 636)	a. r. p. 0 1 32.8

Certified correct this 22nd day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 31st day of March, 1949.

PUBLIC WORKS ACT, 1902-1945.

P.W. 52/49.

LAND RESUMPTION.

State Government Quarters at Corner of Olivia Terrace and Johnston Street, Carnarvon.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Carnarvon Townsite—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 31st day of March, 1949, been set apart, taken, or resumed for the purposes of the following public work, namely:—State Government Quarters at Corner of Olivia Terrace and Johnston Street, Carnarvon.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 31675, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in His Majesty for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31675.	Owner or Reputed Owner.	Description.	Area.
....	John Glass	Carnarvon Town Lot 156 (Certificate of Title Volume 352, Folio 48)	a. r. p. 0 1 24.5

Certified correct this 22nd day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 31st day of March, 1949.

P.W. 717/48,

PUBLIC WORKS ACT, 1902-1945; STATE HOUSING ACT, 1946.

LAND RESUMPTION.

State Housing at Haldane Street, Mount Claremont.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the schedule hereto—being all in the Perthshire District—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 31st day of March, 1949, been set apart, taken, or resumed for the purposes of the following public work, namely:—State Housing at Haldane Street, Mount Claremont.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed, are shown marked off on Plan, P.W.D., W.A., 31677, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in The State Housing Commission for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way, or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31677.	Owner or Reputed Owner.	Description.	Area.
1, 2 and 3	John Ludwig Lloyd	Portion of Perthshire Location Aw being Lots 347, 348 and 349 on L.T.O. Plan 3337 (Certifi- cate of Title Volume 827, Folio 158)	a. r. p. 0 3 9

Certified correct this 23rd day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 31st day of March, 1949.

THE TOWN PLANNING AND DEVELOPMENT
ACT.

Nedlands Road Board—Town Planning Scheme.

NOTICE is hereby given that the Nedlands Road Board has, by resolution dated the 15th December, 1948, resolved to further amend its town planning scheme, as gazetted on the 13th March, 1931, in the following terms:—

Portion of location 1715, fronting Aberdare Road between Swan Location 652 and University Avenue, having a depth of 120 feet from Aberdare Road is hereby excluded from the residential area and included in the Recreational Area, to permit the erection of tennis courts on such land.

Plans of the proposed variation may be inspected at the office of the Town Planning Board and the Nedlands Road Board, and objections to such amendment may be lodged with the Secretary, Nedlands Road Board, on or before the 22nd April, 1949.

Dated the 25th March, 1949.

A. H. JENKINS,
Secretary Nedlands Road Board.

Notified for public information.

D. L. DAVIDSON,
Chairman Town Planning Board.

ROAD DISTRICTS ACT, 1919-1948.

Bruce Rock Road Board.

Notice of Intention to Borrow—Loan No. 19 of £1,500. NOTICE is hereby given that at a meeting of the Board held on 12th March, 1949, the Bruce Rock Road Board resolved to borrow the sum of £1,500, to be expended on works and undertakings in the Bruce Rock District, the said works and undertakings being the construction of employees' dwelling.

All particulars showing the proposed expenditure of the money to be borrowed are open for inspection by ratepayers at the office of the Board for one calendar month after the last publication of this notice, during office hours.

The amount of £1,500 is proposed to be raised by sale of debentures payable with interest in 40 equal half-yearly instalments over a period of 20 years from date of issue thereof. Such debentures shall bear interest at the rate of three pounds ten shillings (3½ per cent.) per centum per annum, payable half-yearly.

The amount of the said debentures and interest thereon is to be paid at the State Treasury Department, Perth.

Dated the 22nd day of March, 1949.

A. M. BULLER,
Chairman.

H. L. McGUIGAN,
Secretary.

THE PARTNERSHIP ACT, 1895.

Notice of Dissolution of Partnership.

NOTICE is hereby given that the Partnership heretofore existing between Allan Newton and Roman Gorny, at 135 Chelmsford Road, North Perth, under the style or name of "The Vienna Bakery," has, by mutual consent, been dissolved as from the date hereof.

The said Allan Newton will continue to carry on the said business in his own right and will be responsible for all existing trade liabilities of the Partnership.

All accounts owing to the Partnership will be collected by and should be paid to the said Allan Newton.

Dated this 25th day of March, 1949.

(Sgd.) A. NEWTON.

Signed by the said Allan Newton,
in the presence of—

(Sgd.) J. W. Prickett,
Solicitor, Perth.

(Sgd.) R. GORNY.

Signed by the said Roman Gorny,
in the presence of—

(Sgd.) James J. Lalor,
Solicitor, Perth.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
168/49	1949. Mar. 25	G. Wood Son & Co., Ltd.	85A, 1949	Tea, 1st Grade, for Government Institutions during period from 1st April, 1949, to 31st July, 1949, as per Item 1	Various	4s. 7½d. per lb.
148/49	do.	Harris Scarfe & Sandovers, Ltd.	80A, 1949	Air Compressor Unit, Hose and Fittings with 12 ft. of 1½ in. by two-braid Air Hose and Fittings, as per Items 1, 2, and 3	Education	for £53 10s. 6d.
82/49	do.	K. Renshaw	43A, 1949	200 Cords of Firewood for Station Creek Pumping Station, as per Item 1	Public Works Water Supply	48s. per cord.
14/49	do.	Atkins (W.A.), Ltd.	7A, 1949	One only Hancock 18 in. x 8 in. Panel Planing and Thicknessing Machine, complete with 3 h.p. Electric Motor and Switch, as per Item 1 Delivered F.O.R. Perth	State Electricity Commission	for £295.
110/49	do.	James Hardie & Co. Pty., Ltd.	446A, 1948	104,500 ft. of 6 in. nom. dia. Asbestos Cement Pipes, as per Item 1	Public Works Water Supply	3s. 5d. per lin. ft., plus 12½%, plus 3½%. See change.
74/49	Mar. 28	Perth Lime & Stone Co.	40A, 1949	2,000 tons Limestone for Wood Distillation and Charcoal Iron Works at Wundowie, as per Item 1	Industries	23s. 9d. per ton.
50/49	do.	Stewart & Lloyds (Aust.) Pty., Ltd.	23A, 1949	Boiler Tubes as per Items 1 to 8 (inclusive), delivered C.I.F. Fremantle and East Perth Power Stations	State Electricity Commission	Rates on application.
1051/48	do. Acelec Pty., Ltd. Richard A. Berryman Atkins (W.A.), Ltd.	543A, 1948	22 K.V. Sub-Station Equipment, as under :— Item 1 Items 2, 3, 5, 6, and 7 Item 4	do.	do. do. do. do. do. do.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.*
Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1949.			1949. (Monday)
Mar. 10	98A, 1949	Caravans for Public Health Department	Apr. 7
Mar. 15	100A, 1949	Steel Roof Trusses	Apr. 7
Mar. 15	103A, 1949	Lathe for Kalgoorlie School of Mines	Apr. 7
Mar. 15	107A, 1949	Pump for Port Hedland W.S.	Apr. 7
Mar. 15	108A, 1949	Diesel Engine for Port Hedland W.S.	Apr. 7
Mar. 17	110A, 1949	Caravans for State Electricity Commission	Apr. 7
Jan. 13	11A, 1949	Automatic Coal Gas Producer Plant	Extended to Apr. 7
Feb. 24	82A, 1949	Automatic Basket Centrifuge—recalled	Apr. 7
Feb. 24	83A, 1949	Cable for State Electricity Commission	Extended to Apr. 7
Mar. 24	118A, 1949	Screenings for Main Roads Department	Apr. 7
Mar. 24	119A, 1949	C.I. Special Pipes, Bends, etc.	Apr. 7
Mar. 31	16A, 1949	Firewood for No. 7 P.S. recalled	Apr. 7
Mar. 15	105A, 1949	Pump for Carnarvon W.S.	Apr. 14
Mar. 17	109A, 1949	Mill Exhaust Fan Unit	Apr. 14
Feb. 15	75A, 1949	100/125 K.W. Generating Unit	Apr. 14
Feb. 10	62A, 1949	Rigid Frame Omnibus Chassis (50 only)	Apr. 14
Mar. 22	115A, 1949	Conveyor Equipment	Apr. 14
Mar. 24	116A, 1949	Drill Sharpening and Shanking Machine	Apr. 14
Mar. 31	120A, 1949	Pasteurised Milk for Northam Hospital	Apr. 14
Mar. 31	121A, 1949	Track Hopper Steelwork	Apr. 28
Mar. 8	95A, 1949	Overhead Travelling Crane (25 ton)	May 5
Mar. 24	117A, 1949	Railway Tyre Heater	May 19
<i>For Sale by Tender.</i>			
Mar. 22	114A, 1949	Secondhand Set of Robey Rolls, ex Coolgardie State Battery	Apr. 7
Mar. 10	96A, 1949	Secondhand Plant, ex Meekatharra	Apr. 7

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.

A. H. TELFER,
Chairman.

31st March, 1949.

ASSOCIATIONS INCORPORATION ACT, 1895.

I, LAURIE THEOFILER DAVIES, of York, Trustee of or person hereunto authorised by York Trotting Club Incorporated, do hereby give notice that I am desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

L. T. DAVIES.

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 York Trotting Club filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—York Trotting Club Incorporated.

2. Object or purpose of the Institution—To encourage and promote the breeding and racing of trotting and pacing horses; to establish and maintain and improve a course for conducting race meetings; to cooperate with any public or local authority for such purposes; to arrange and conduct race meetings as aforesaid and/or gymkhanas and sports meetings in Western Australia and in the town of York.

3. Where situated or established—York Chronicle Office Buildings, South Street, York.

4. Name or names of the trustee or trustees—Laurie Theofiler Davies, York, President of the said Club and Henry Gordon Wake, York, Secretary of the said Club.

5. In whom the management of the Institution is vested, and by what means (whether by deed, settlement or otherwise)—The management of the Institution is vested in a Committee consisting of a President, two Vice-presidents and 12 other members all to be

elected at each annual general meeting in accordance with the rules and regulations of the Institution.

H. L. Evans, of York, Solicitor for York Trotting Club.

I, ALMA HEATHER GUY, of 138 Adelaide Terrace, Perth, in the State of Western Australia, Architectural Draftswoman, one of the Trustees of The Theatre Council of W.A. do hereby give notice that I am desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

A. HEATHER GUY.

The following is a true copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act.

In the matter of the Associations Incorporation Act, 1895.

Memorial of The Theatre Council of W.A. filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—The Theatre Council of W.A.

2. Object or purpose of the Institution—To promote and encourage the performance of drama and amateur theatricals in Western Australia and particularly the holding of Drama Festivals.

3. Where situated or established—104 St. George's Terrace, Perth.

4. The names of the Trustees—Kirke Hearder, Alma Heather Guy.

5. In whom the management of the Institution is vested and by what means (whether by deed, settlement or otherwise)—In a committee of management to be elected at an annual general meeting pursuant to the rules of the Association.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 86 of 1948.

Between The Metropolitan and South-Western Federated Engine-drivers and Firemen's Union of Workers of Western Australia; State Executive, Australasian Society of Engineers' Industrial Association of Workers; and Coastal District Committee Amalgamated Engineering Union Association of Workers, Applicants, and The State Electricity Commission of Western Australia, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court from a compulsory conference 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 award shall apply to members of the Metropolitan and South-Western Federated Engine-drivers' and Firemen's Union, the Coastal District Committee Amalgamated Engineering Union and State Executive Australasian Society of Engineers employed by the State Electricity Commission in the State of Western Australia, provided that it shall not apply to members of the Collie Federated Engine-drivers and Firemen's Union employed at the Collie Power Station or to any other similar workers now already provided for by prior awards of this Court.

2.—Term.

This Award shall operate for three (3) years from the date hereof: Provided that at any time after the expiration of twelve (12) calendar months from the date hereof the Court may alter or amend same on the application of either party.

3.—Definitions.

(a) Engineering Section:

(1) "Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion and includes any tradesman engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

(2) "Patternmaker" means a tradesman who makes patterns and appurtenances thereto of any materials, used in the production of castings.

(3) "Electrical Tradesman" means a tradesman holding the requisite licence under the Electricity Act, 1945, who performs the work of one or more of the following tradesmen: electrical fitter, electrical installer, armature winder.

(4) "Lineman" means a worker engaged (with or without labourers assisting) in erecting poles towers, etc. for electric wires, or erecting wire or cables on poles towers, etc. or over buildings or tying it or them to insulators or joining or insulating it or them, or doing any work on electric poles towers, etc. off the ground, or doing any other work in connection with wiring and fixing which does not require the possession of an installer's licence under the regulations made pursuant to the Electricity Act, 1945.

(5) "Tradesman" means a worker, not being an apprentice, who in the course of his employment works from drawings or prints, or makes precision measurements or applies general trade experience, and includes a first-class machinist.

(b) Engine-driving Section:

(1) "Turbine Auxiliary Driver" means a worker whose duty is to start, stop, and operate the feed pumps; the circulating and air pump motors in the turbine basement, and watch the operation of the condensing plant; of the high pressure pumps of the seepage pumps, and of the compressors and rotary screens, and attend to the bearings in operation in the turbine basement.

(2) "Auxiliary Plant Attendant" means a worker whose duties are to attend to any part of the auxiliary plant attached to the boilers in "B" station.

(3) "Boiler Cleaner" means a worker who performs any work pertaining to the cleaning of a boiler or economiser including:—

- (a) the removal of dirt from inside or outside of the boiler casings;
- (b) the operation of air or steam soot blowers;
- (c) the breaking and making of drum manhole door joints and handhole door joints;
- (d) the searching for leaking tubes or faults;
- (e) the cleaning of scale or rust by hand or machine;
- (f) the turbining of any tubes with machines; or
- (g) the erection and dismantling of stagings around boilers.

(4) "Filler Pit Attendant" means a worker who starts and stops a motor used to drive coal conveyors and elevators and regulates the flow of coal to the buckets and trays.

(5) "Fuelman" means a worker employed in the handling or unloading of coal.

(6) "Greaser" means a worker employed in lubricating or oiling any machinery or shafting.

(7) "Turbine Driver" means a worker who starts, stops, or operates turbo-alternators of five hundred (500) kilowatts capacity or over on the main turbine floor, and who performs other duties incidental thereto, including, but without limiting the generality of the foregoing definition, the logging of readings.

(c) General:

(1) "Casual worker" means a worker employed for less than one (1) week continuously, but does not include a worker who, when work is available, leaves his employment before the expiration of one (1) week.

(2) "Temporary worker" means a worker temporarily employed for a full week or more continuously but not appointed to a position on the regular staff of the Commission. Subject to his successfully passing a prescribed medical examination after three months' service he may be forthwith appointed to a position on the regular staff of the Commission as a permanent worker.

(3) "Permanent worker" means a worker who has been appointed to a position on the regular staff of the Commission. Nothing in the definitions of temporary and permanent worker shall operate to discriminate between the employment.

(4) "Continuous shift work" means shift work on a rostered basis whereby the shift worker is successively employed on day, afternoon and night shift throughout the year.

4.—Mixed Functions.

(a) A worker called upon to perform work carrying a higher rate of pay than his classified rate for two hours in any day or shift shall be paid such higher rate for the whole of the day or shift.

(b) Should any worker be required to perform work in a lower grade, his wage shall not be reduced whilst employed in such capacity.

5.—Promotion.

(a) A worker promoted to a higher position, the minimum rate of pay for which is less than he received in the position vacated, shall be paid his former rate.

(b) A junior worker on attaining the age of twenty-one (21) years provided he has passed the prescribed examinations, if any, and is in other respects suitable, shall be entitled to preference of

employment as a senior in the branch in which he has been working, should a vacancy exist in such branch.

(c) Before any promotion to a vacancy, where the promotion is to be a temporary or a permanent appointment, shall be made, such vacancy shall be advertised on the recognised notice boards; provided, however, that this sub-clause shall not apply in any case where it is necessary to fill the position without the delay involved by the calling of applications in which case a temporary appointment may be made pending the making of a permanent appointment but such temporary appointment shall not exceed one month.

(d) In the case of promotion, the selection of a worker for the higher position shall be governed by the relative ability, suitability, record and experience. All other qualifications being equal, the senior man shall be selected. Where the senior man is not selected for the position, an appeal may be made by the worker aggrieved to the Promotions Appeal Board established under the Government Employees' Promotion Appeal Board Act and the regulations under that Act shall apply within 14 days of the time when such worker shall receive notice of his application having been refused.

(e) In the case of a married worker refusing promotion owing to lack of accommodation at the place where the vacancy exists, he shall not be penalised because of his refusal to accept such promotion. For the purpose of this clause, accommodation shall be deemed to include the provision of a house which may be rented by such worker, but must be approved by the Local Health Officer.

6.—Contract of Service

(a) No worker other than a casual and a temporary worker with less than six months' service, shall leave the department until the expiration of fourteen (14) days' written notice of his intention so to do without the approval of the Commissioner.

(b) Except in the case of summary dismissal for misconduct, peculation or theft, fourteen (14) days' written notice shall be given by the Commission to any worker other than a casual or a temporary worker with less than six months' service, whose services are no longer required and the reason for dismissal shall be stated in such notice, provided that in the case of a temporary worker with less than six months' service, one day's notice shall be given.

(c) The Commission shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of any strike by a union or the union's parties to this award or by a union or unions affiliated with it or them or by any other association or union associated with it or them or through the breakdown of the Commission's machinery or any stoppage of work by any cause which the Commission cannot reasonably prevent.

7.—Absence from Duty.

(a) Any worker losing time through sickness or injury shall as soon as possible notify his foreman, or other officer-in-charge in sufficient time to permit of arrangements being made for the performance of his duties.

(b) Subject to the provisions of Clause 8 (Payment for Sickness) any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or granted as special leave.

8.—Payment for Sickness.

(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 Commission 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, 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) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(c) No worker shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the Commission or its representative, of sickness but the Commission shall not be entitled to a medical certificate unless the absence is for three (3) consecutive working days or more.

(d) No payment will be made for any absence due to a worker's own fault, neglect, or misconduct.

9.—Annual Leave.

(a) (i) 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 the Commission after a period of twelve months' continuous service with the Commission.

(ii) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

(iii) Where an employee with twelve months' continuous service is engaged for part of the twelve monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave, prescribed in subclause (a) (i) hereof, increased by half a day for each month he is continuously engaged as aforesaid.

(b) If any award holidays fall 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) (i) Subject to Para. (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 sickness period a worker is absent from duty through sickness with or without pay unless the absence exceeds an aggregate of thirteen (13) weeks 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 months only of any such period shall count as service for the purpose of computing annual leave.

(d) In the event of a worker being employed by the Commission 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 the Commission.

(e) 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.

(f) When work is closed for the purpose of allowing annual leave to be taken workers with less than a full year's service shall be entitled to payment during such period for the number of days' leave due to them: Provided that nothing herein contained shall deprive the Commission of its right to retain such workers at work during the close-down period as may be essential.

(g) "Ordinary wages" for the purpose of sub-clause (a) hereof shall mean the rate of wage the worker has received for the greater proportion of the calendar month prior to his taking the annual leave.

(h) Provisions of this clause shall not apply to casual workers.

10.—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, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, King's Birthday, Christmas Day and Boxing Day.

(b) (i) 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 were 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.

(ii) If any worker is required to work on a public holiday prescribed as a holiday under this award which falls on a non-working day, he shall be paid the rate which he would have been paid if the day had not been a public holiday, and in addition shall have one day for each holiday so worked added to his annual leave.

(c) Payment for holidays shall be in accordance with the usual hours of work.

(d) 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. Where the worker is on duty or available on the whole of the working day immediately preceding a holiday or resumes duty or is available on the whole of the working day immediately following a holiday as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

(e) Day workers employed on Sunday work will be entitled to half (½) of one day extra on their annual leave for every four (4) Sundays worked during the year; Sunday work shall not be counted for the purpose of this subclause unless at least three (3) hours actual work is done.

(f) A casual worker shall not be entitled to payment for any holiday referred to in this clause.

11.—Long Service Leave.

The conditions relating to full-time Government wages employees generally as in force as at the date of this award, and as may be amended from time to time, shall apply to all workers employed under the provisions of this award.

12.—No New Designation.

No new designation shall be introduced during the currency of this award so as to reduce the status of any worker covered thereby.

13.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards to be appointed by the union shall be recognised by the Commission.

14.—Hours of Duty.

1. Day Workers—

(a) Forty (40) hours, exclusive of Saturday and Sunday work shall constitute a week's work. No day's work shall exceed eight (8) hours.

(b) The ordinary hours of duty shall be between the hours of 7.15 a.m. and 5 p.m. Monday to Friday.

(c) The usual hours of duty within the scope as provided in subclause (b) hereof shall not be altered without consultation with the unions concerned, parties to this award.

2. Shift Workers—

The normal working hours for shift workers shall be forty (40) hours per week to be worked in shifts of eight (8) hours per day provided—

(a) That the time worked on Saturday up to a maximum of eight hours only shall be included in the week's work, but the extra rate prescribed for Saturday time shall stand alone and be paid for in addition to the week's earnings.

(b) The time worked on Sunday up to a maximum of eight hours shall be included in the week's work, but the extra rate prescribed for Sunday time shall stand alone and be paid for in addition to the week's earnings.

3. (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The unions or any 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 sub-clause shall remain in operation until otherwise determined by the Court.

15.—Guaranteed Week.

(a) (i) The Commission shall guarantee to each worker, other than a casual or a temporary worker with less than six months' service or shift worker, a full week's work, exclusive of Saturday and Sunday work, except during such period as by reason of any action on the part of any section of its workers or for any other cause beyond its control, the Commission is unable wholly or partially to continue operations at the generating stations and/or at any of its undertakings. Each week shall stand by itself.

(ii) The Commission shall guarantee to each shift worker a full week's work except during such period as by reason of any action on the part of any section of its workers, or any other cause beyond its control, the Commission is unable wholly or partially to continue operations at the generating stations and/or at any of its undertakings. Each week shall stand by itself. Shift workers may be rostered for work on Saturdays and Sundays.

(b) The guaranteed period may be reduced or affected as follows:—

(i) Where a worker is suspended, the provisions of Clause 16 (Wages During Suspension) shall apply.

(ii) In respect of any day when, as a result of a vote taken by the workers concerned with the consent of the Commission or by agreement between the Commission and the union, a holiday is taken.

(iii) In respect of any day a worker is absent except through sickness as provided for in Clause 8.

16.—Wages During Suspension.

(a) Where a worker is suspended and the charge is not proven, full wages for the period of suspension shall be paid.

(b) Where the charge is admitted or proven, the worker may be deprived of wages for the whole or any portion of the period of suspension, but in such case the Commission shall decide the amount of wages of which it is intended to deprive the worker, and any such deprivation shall be recorded and regarded as part of the punishment.

(c) Unless proceedings on any charge are commenced within seven (7) days of the first laying of the charge and finalised within one month of such date the charge shall lapse and full payment of wages made to the worker for the complete period, unless proceedings are delayed by causes outside the control of the Commission.

17.—Overtime and Sunday Work.

(a) Except where otherwise specified, all work performed by any worker outside the usual working hours of such worker shall be regarded as overtime, and the rates payable for overtime shall be as follows:—

(i) Where the worker commences the overtime within the period of one and a half (1½) hours prior to his usual starting time, time and one half for the time worked in such one and a half (1½) hour period.

(ii) Where the worker works overtime in any portion of the period commencing five (5) hours or more after his usual stopping time, but com-

mences the overtime prior to one and a half (1½) hours before his usual starting time, double time for all time worked up to the usual starting time.

(iii) Subject to the preceding paragraphs, time and one half for the first four (4) hours and double time thereafter.

(b) All time worked on Sunday (other than shift work) shall be paid for at the rate of double time.

(c) All time worked during the usual meal time shall be paid for at overtime rates and such rates shall continue until the worker knocks off for his meal.

(d) Travelling time shall not be construed time worked within the meaning of this clause.

(e) Junior workers or apprentices under 18 years of age shall not be required to work overtime without their consent.

(f) A day worker called on to do duty on any Sunday shall be paid for not less than four (4) hours at the rate applicable to that day; provided that the worker shall not be obliged to work for the four (4) hours if the job for which he was brought on to do is completed in less than four (4) hours; provided further, if he is called out for duty more than once within a period of four (4) hours from the start of a previous callout for duty, he shall not be entitled to any further payment for time worked within that period of four (4) hours.

(g) (i) When a worker without being notified on the previous day is required to work overtime for more than one (1) hour after his usual knock-off time, he shall be provided with any meal required or shall be paid two shillings (2/-) in lieu thereof.

(ii) An employee working overtime shall be allowed a meal time of twenty (20) minutes without loss of pay after each four (4) hours of overtime if the employee continues work after such meal time.

(iii) When a worker is required to work overtime for more than four (4) hours without being notified the previous day, he shall be supplied by the employer with a reasonable meal for every meal time occurring during such period of overtime but the payments under subclause (i) shall not apply.

(iv) Where a worker has been notified the previous day to work overtime which necessitates the provision of a meal or meals and has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he shall be paid two shillings (2/-) for each meal supplied and which is surplus.

(h) When overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

(i) No worker shall work more than sixteen (16) hours consecutively in any one period of twenty-four (24) hours.

(j) Extra rates shall be computed at the rate applicable to the day on which the time is worked; provided that double time (i.e., twice ordinary rate) shall be maximum rate payable under any provision of this award.

(k) When a worker is required to hold himself in readiness as from a specific time for a callout to work after ordinary hours, he shall be paid at ordinary rates for the actual time in which he so holds himself in readiness as from the specific time.

(l) Any worker brought on duty (except on Sunday) for any purpose outside his ordinary working hours shall be paid a minimum of two (2) hours, or at overtime rates, whichever is the greater, provided such work, exclusive of meal time, is not continuous with his shift and provided that the worker shall not be obliged to work for the (2) hours if the job for which he has been brought on has been completed in less time.

18.—Shift Work.

1. Casual Shift Workers—

(a) The Commission may, if it so desires, place day workers on shift work, but before doing so shall give notice of its intention to the unions.

Whenever possible at least one (1) month's notice shall be given.

(b) When shift work is required to be worked by day workers, the loading on the ordinary rates of pay for such shift work shall be 10% for afternoon shift and 15% for night shift.

(c) Where a day worker is temporarily transferred on to afternoon or night shift, and is not given seven (7) days' notice of the intended transfer, he shall be paid at overtime rates for the time worked on afternoon or night shift from the time he commences afternoon or night shift until midnight on the following Saturday. Thereafter he shall be paid his ordinary shift rates.

(d) Overtime on night or afternoon shifts shall be calculated on the basis of the rate paid for such shift.

2. Continuous Shift Workers—

(a) The loading on the ordinary rates of pay for continuous shift workers shall be 5% for afternoon and night shifts worked between midnight on Sundays and midnight on Fridays.

(b) Time and a half shall be paid for all rostered shifts worked by shift workers between midnight on Fridays and midnight on Saturdays.

(c) Time and a half shall be paid for rostered shifts worked by continuous shift workers between midnight on Saturdays and midnight on Sundays.

(d) If a shift worker is called upon to work on his rostered day off he shall be paid as follows:—

(i) Between midnight on Sunday and noon on Saturday he shall be paid time and a half for the first four (4) hours and double time thereafter.

(ii) Between noon on Saturday and midnight on Sunday he shall be paid double time.

19.—Away from Home and Camp Allowance.

(a) When a worker is instructed to proceed on duty from the place where he is then or is usually employed, the employer shall pay all fares, including sleeper and, except when a camp allowance is paid under Clause (b) hereof, proper allowance at current rates for all necessary meals and board and lodging. Fares shall be second class except when travelling by coastal boat when saloon fares shall be paid and shall include return fares on completion of job.

(b) (i) When a worker is required to live in a tent or hut away from his usual residence or home station he shall be paid a camping allowance of 4s. for each working day he is required to hold himself and does hold himself available in a camp throughout the said day, whether or not work is done on the said day. Provided, however, the total amount payable under this provision shall not exceed 20s. per week.

(ii) Provided further that if suitable accommodation, not being a tent or hut, is provided for a married worker and his dependants there shall be no obligation to pay any allowance under the previous subclause.

(iii) Rent may be charged for any tent or huts or other accommodation supplied, at rates to be fixed or failing agreement as decided by the Board of Reference.

20.—Payment for Travelling Time.

(a) A worker going to work away from or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time for the first eight (8) hours, and thereafter at half the ordinary rates in any one period of twenty-four (24) hours.

(b) Where the waiting time exceeds four (4) hours, and suitable accommodation is available, the worker shall be deemed to be booked off duty and shall not be entitled to payment for the time he is booked off.

(c) Sunday travelling time shall be paid at the same rates and on the same conditions as on week days.

(d) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.; provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any

one (1) day; provided further that where by virtue of the length or nature of the journey the sleeping berth is available for six (6) hours or less, travelling time shall be paid for such period with a minimum of four (4) hours.

(e) A worker residing within the suburban area who is required to start work at some place other than his home station within the suburban area shall:—

(i) If notified the previous evening, travel one way from or to work in his own time, provided that there is suitable transport available.

(ii) If not so notified, the worker shall travel both ways in the employer's time.

Linemen and assistant linemen whose depot is situated at the High Tension Depot, East Perth, or at Kalamunda, or Gosnells, or Midland Junction, or Cottesloe, or Kenwick, or Applecross, shall start and finish their day's work at their respective depots.

The Commission shall provide free travelling from the home station. Provided, however, that no worker sent on relief duty within the suburban area shall claim or be allowed extra travelling time if the station at which he is to work is nearer his residence than his home station.

(f) A worker who is working outside of the metropolitan area, and who is required to start work at some place other than at the depot to which he is attached, or at the camp where he is living shall travel one way from or to work in his own time provided however, that the worker shall not be required to travel for more than three-quarters ($\frac{3}{4}$) of an hour in any one day in his own time.

21.—No Reduction.

This award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rates prescribed for his class of work.

22.—Preference.

Preference of employment shall be given to members of the unions party to this award, provided that any worker or applicant for employment who is a member of another recognised industrial union and who produces proof of such membership shall be entitled to equal preference. Provided also, that any worker or applicant for employment who is not a member of any of the said unions shall within fourteen days of commencing employment under this award make and complete an application for membership of the appropriate union and provided that any worker who is a financial member of another industrial union, shall, upon the expiration of his current membership with such other union, within fourteen days of such expiry, make and complete an application for membership with the appropriate union party to this award.

23.—Passes and Privileges.

Workers who were employed by the State Electricity Commission prior to September 1st, 1946, and who have been continuously employed since that date shall continue to receive such passes and privileges as were provided in Award No. 5 and 6 of 1937 as amended and by agreements.

24.—Height Money.

Employees at East Perth Power Station working on or from temporary stages, planks or ladders, at a height of twenty (20) feet or more above the ground or floor level, shall be paid one shilling (1s.) per day extra whilst so employed.

25.—Boards of Reference.

(a) The Court appoints for the purpose of the Award Boards of Reference. The boards shall each consist of a chairman and two (2) other representatives nominated by the parties. There are assigned to such boards, in the event of no agreement being arrived at between the parties to the Award the function of:—

(i) Classifying and fixing wages, rates and conditions for any machine, occupation or calling not specifically mentioned in the Award.

(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 Award or any of them;

(iii) Deciding any other matter that the Court may refer to the board from time to time.

(b) Separate boards may be appointed for different sections corresponding to the occupations, callings or vocations referred to in this Award and/or for different districts.

(c) The provisions of the Regulation 92 of the Industrial Arbitration Act, 1912-1941: (Appeal from Board) shall be deemed to apply to any Board of Reference appointed hereunder.

26.—Right of Entry.

On notifying the officer in charge, any officer of the union authorised in writing by the president and secretary of such union shall have the right to enter any place or premises during ordinary working hours wherein members of such union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

27.—Allowances, Special Provisions, etc.

(1) A casual hand shall be paid ten per cent. (10%) in addition to the minimum rate specified.

(2) Reasonable change room lockers and washing facilities shall be provided for the workers.

(3) A confined space shall mean the working place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or where confinement within a limited space is productive of discomfort; without limiting the definition of confined spaces the following may be taken as examples:—

(i) Working underneath pulverisers Nos. 11, 12 and 13;

(ii) working under outside coal storage bunker conveyor;

(iii) fitting wearing plates in exhausters Nos. 11, 12 and 13;

(iv) all condensers when working inside of waterboxes;

(v) Inside electrostatic precipitators;

(vi) working inside pulveriser coal mills of Nos. 11, 12 and 13;

(vii) working inside of air ducts to mills and burners Nos. 11, 12 and 13 boilers;

(viii) working inside of Riley Stoker Wind Boxes replacing king bolts, etc., of Nos. 6, 7, 8, 9 and 10 boilers only;

(ix) renewing bends under slurry pump;

(x) all boiler drums;

(xi) when working inside of turbine lubricating oil tanks, also fuel oil tank;

(xii) when working inside the combustion chamber of boilers Nos. 1 and 5.

(xiii) all gas passes but not combustion chambers of boilers Nos. 1 to 13 inclusive;

(xiv) in or under rotary screens;

(xv) repairing conveyor in the filler pit;

(xvi) water wall header boxes at sides and back of the lower sections only of boilers Nos. 11, 12 and 13.

(4) Use of Protective Articles—

(a) Goggles, glasses and gloves, or other efficient substitutes therefor, shall be available for the use of any worker engaged in welding or any other work in which their use is required for the protection of the worker.

(b) Every worker shall sign an acknowledgment on receipt thereof and on leaving employment shall return the same to the Commission.

(c) During the time the same are on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(d) No worker shall lend another worker the goggles, glasses or gloves or substitutes issued to such first-mentioned worker, and if the same are lent both the lender and the borrower shall be deemed to be guilty of wilful misconduct.

(e) Before goggles, glasses and gloves, or any such substitutes which have been used by a worker are re-issued by the Commission to another worker they shall be effectively sterilised.

(5) No lineman shall be allowed to work off the ground without an assistant.

(6) Workers using a drill and/or fracteur shall receive a lineman's rate while using the drill and/or fracteur.

(7) (i) Linemen and their assistants, the electric locomotive attendant, the capstan driver, the leading hand on the coal gang and the bulldozer driver shall be provided with oilskins and sou'westers every two (2) years.

(ii) Linemen shall be supplied with one pair of rubber knee boots every three (3) years.

(8) Workers shall be paid allowances as specified hereunder when engaged in the following:—

- | | |
|---|--------------|
| (a) (i) working in coal bunkers; or | |
| (ii) working in the ash receivers attached to the old plant; | |
| (iii) cleaning air filters in Nos. 1, 2, 3 and 4 filters | 1s. per day. |
| (b) Bulldozer driver—on coal at East Perth Generating Station | 2s. „ |
| (c) Working in confined spaces as defined in subclause 3 above | 3s. „ |
| (d) To cleaning condenser and hot wells | 3s. „ |
| (e) Cleaning out precipitators on "B" station boilers | 5s. „ |
| (f) Cleaning suction pipes | 6s. „ |
| (g) Entering a bunker to trim or remove any coal which is on fire when required by a person in authority so to do | 3s. „ |
| (h) Workers employed in the basement of the boiler house when dry and hot ashes are being handled | 3s. „ |

(9) A fitter and his assistant required to set safety valves shall be paid an allowance of 5s. in addition to any other allowance which may be provided.

(10) In addition to any other allowance which may be payable, the following allowances shall be paid:—

(a) to workers engaged on boiler cleaning work; at the rate of 1s. per day; or

(b) to workers when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or injured or boots are unduly injured by the nature of the work done; at the rate of 1½d. per hour; provided however that this allowance shall not be paid to fuelmen, coal tray conveyor men, ash plant attendants, filler pit attendants or the bulldozer driver working on coal when these workers are engaged on their normal duties; or

(c) to fitters, fitters' apprentices, fitters' assistants and wiremen employed in or in connection with the East Perth Power Station; at the rate of 1½d. per hour.

Provided however that fitters and their apprentices and their assistants when employed inside boilers, flues or steam passages before same are cleaned or working on conveyor gear shall be paid threepence (3d.) per hour as dirt money.

(11) Electric arc and oxy-acetylene welding plants shall be operated by tradesmen and apprentices in their final year only, who when so employed shall be paid an additional one penny half-penny (1½d.) per hour above the ordinary rates applicable to the job being performed, provided that this allowance shall not be paid to welders.

(12) Workers when temporarily:—

(a) using tar or joderlite;

(b) working in water over their ankles if not provided with rubber boots;

(c) engaged in concrete work;

shall be paid 1s. per day extra, provided that this shall not be applied to a worker whose margin already provides for this work.

(13) Except where otherwise expressly provided not more than one (1) of the foregoing allowances or extra rates shall be paid at any one (1) time and where more than one (1) allowance or extra rate applies only the highest shall be paid.

28.—Leading Hands.

A leading hand placed in charge of—

(a) not less than three and not more than ten other workers shall be paid nine shillings (9s.) per week extra;

(b) more than ten and not more than twenty other workers shall be paid eighteen shillings (18s.) per week extra;

(c) more than twenty other workers shall be paid twenty-seven shillings (27s.) per week extra.

29.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the schedule annexed hereto.

(b) Apprentices shall be allowed to the following trades:—

Blacksmith.	Electrical Installer.
Mechanical Fitter.	Coppersmith.
Turner and Machinist.	Pattern Maker.
Electrical Fitter.	Instrument Maker.

(c) An apprentice on satisfactorily passing his first year examinations shall be supplied for his sole personal use, a basic kit of tools and each year on satisfactorily passing his trade examination shall have this kit augmented. On completion of the apprenticeship he shall retain the tools.

30.—Under-Rate Workers.

A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lower rate which shall be agreed upon in writing between the worker and the secretary of the worker's union.

If within seven (7) days after being notified of the worker's desire to work at a lower rate of wage than that prescribed, the said secretary and the worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest Resident or Police Magistrate to fix such lower rate of wage. The worker shall give such secretary two (2) days' notice in writing of his intention to apply to the Magistrate, and the said secretary or his agent may attend and oppose the application. The Magistrate may fix the rate of wage, and his decision shall be final.

Any worker whose wage shall have been so fixed may work for and be employed by the Commission for such wage for the period of six (6) calendar months thereafter, and, after the expiration of the said period, until fourteen (14) days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in the manner prescribed by this clause.

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 December, 1948.

(L.S.)

(Sgd.) E. A. DUNPHY,
President.

Filed at my office this 17th day of December, 1948.

(Sgd.) S. WHEELER,
Clerk of the Court of Arbitration.

AUSTRALASIAN SOCIETY OF ENGINEERS AND AMALGAMATED ENGINEERING UNION.

SCHEDULE OF WAGES.

Classification.	Margin.
	£ s. d.
1. Blacksmith	2 7 6
	plus 6s. W.L.
2. Welder	2 10 6
	plus 6s. W.L.

Schedule of Wages.—Continued.

Classification—	Margin. £ s. d.
3. Scientific Instrument Maker	2 15 0
4. Fitter	plus 10s. W.L. 2 6 0
5. Turner	plus 6s. W.L. 2 6 0
6. First Class Machinist	plus 6s. W.L. 2 6 0
7. Armature Winder	plus 6s. W.L. 2 6 0
8. Installer	plus 4s. W.L. 2 1 6
9. Cable Jointer	plus 6s. W.L. 2 13 6
10. Lineman	plus 4s. W.L. 1 15 6
11. Lineman's Assistant	plus 3s. W.L. 14 6
12. Rigger	plus 6s. W.L. 2 6 0
13. Second Class Machinist	plus 4s. W.L. 1 11 0
14. Brush and Commutator Attendant ..	plus 3s. W.L. 1 14 0
15. Tradesman's Assistant	plus 3s. W.L. 14 6
16. All others	Nil.

Percentage of Basic Wage.

Apprentices.	Percentage of Basic Wage.
1st six months	20% plus 9d. W.L.
2nd six months	25% plus 9d. W.L.
2nd year	35% plus 1s. 0d. W.L.
3rd year	55% plus 1d. 6d. W.L.
4th year	80% plus 2s. 3d. W.L.
5th year	95% plus 3s. 0d. W.L.

Provided that if the apprentice is 21 years or over at the commencement of his fifth year, he is to get the full basic wage, and if he becomes 21 years of age during the course of his fifth year, he is to get the full basic wage as from his birthday. This proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1943 and the apprentice is in receipt of the tradesman's rate through Government supplementation.

**FEDERATED ENGINE-DRIVERS' UNION
SCHEDULE OF WAGES.**

Classification—	Margin. £ s. d.
17. Turbine Driver	2 13 6
18. Leading Fireman	2 9 0
19. Assistant Turbine Driver	2 6 0
20. Auxiliary Turbine Driver	2 2 0
21. Electric Locomotive Driver	2 0 0
22. Traverser Crane Driver	1 9 6
23. Jib Crane Driver	1 14 0
24. Auxiliary Plant Attendant	1 17 6
25. Boiler Cleaner	1 2 0
26. Fireman	1 14 0
27. Oil Filter and Separator Attendant (Mr. Cook)	1 6 0
28. Greaser (East Perth Generating Station)	1 3 0
29. Electric Locomotive Attendant	1 2 0
30. Coal Tray Conveyor Man	19 6
31. Filler Pit Attendant	1 1 6
32. Ash Plant Attendant	19 6
33. Fuelman	19 6
34. Engine Plant Cleaner	12 6
35. Electric Capstan Operator	1 2 6
36. Laboratory Attendant	17 0
37. Tractor Drivers:—	
(a) Not using power control or hydraulic unit, under 40 h.p.	1 5 0
over 40 h.p.	1 10 0
(b) Using power control or hydraulic unit, under 40 h.p.	1 15 0
over 40 h.p.	2 5 0
38. All others	Nil.

Schedule.
APPRENTICESHIP REGULATIONS.

Definitions.

1. (1) "Act" means "The Industrial Arbitration Act, 1912-1941," and any alteration or amendment thereof for the time being in force.

(2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

(4) "Court" means the Court of Arbitration.

(5) "Employer" includes any firm, company, or corporation.

(6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and

discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

- (a) A chairman, to be appointed by the Court, and
- (b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

- (a) to endeavour to promote apprenticeships under this Award;
- (b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;
- (c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;
- (d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;
- (e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;
- (f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(b) In any proceeding for any contravention of this subclause it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this subclause.

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian, or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(b) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(d) Every agreement of apprenticeship shall be subject to the provisions of the Award in force for the time being applicable to apprenticeship in the industry.

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five years, or such other period as may be prescribed by the Award, but this period may be reduced in special circumstances with the approval of the Court.

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.
- (c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.
- (d) The date at which the apprenticeship is to commence and the period of apprenticeship.
- (e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.
- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

Transfer of Apprentices.

12. (a) The Court shall have power to transfer an apprentice from (a) one employer to another and/or (b) from one trade to another, either temporarily or permanently—

- (i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
- (ii) upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be made out in quadruplicate and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(c) One copy of the transfer agreement shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice, he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

14. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

15. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer,

application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

18. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the employer, his managers, foremen or other servants having authority over the apprentice, or be slothful, negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

19. The Court may in its discretion for any cause which it may deem sufficient on the application of any party to an apprenticeship agreement vary or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply:

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.
- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.
- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to regulation 38, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement at

the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine. (See also regulations 34 and 35.)

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes if any shall be four hours per week.

25. Any apprentice who:

- (a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or
- (b) fails to be diligent or behaves in an indecorous manner while in such school or class; or
- (c) destroys or fails to take care of any material or equipment in such school or class

shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

27. If the examiners or the industrial union or employer concerned make representations to the Court that the facilities provided by the technical school or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

28. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

29. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, if required by the examiners, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction, unless he is exempted from such attendance for good cause.

(c) The Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President, at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served.

32. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Registrar and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award for such period as may be recommended by the examiners but not exceeding twelve months. (See also regulation 23.)

35. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship agreement, or such other remedial measures (i.e., increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award: Provided—

(a) payment for such sickness shall not exceed a total of two weeks in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost of any of such certificate or certificates not exceeding 5s. to be borne by the employer.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

39. When an apprentice is absent from work or any cause other than sickness or in pursuance of the provisions of these regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

40. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

Part-time Employment.

41. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission—

(a) to employ the apprentice for such lesser time per week or per month and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial Award or Agreement for the trade, calling, or industry; or

(b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced *pro rata*.

Miscellaneous.

42. (1) The Registrar shall prepare and keep a roll of apprentices containing—

(a) a record of all apprentices and probationers placed with employers;

(b) a record of all employers with whom apprentices are placed;

(c) a record of the progress of each apprentice, recording the result of the examiners' reports;

(d) Any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the union of workers interested upon request.

43. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this subclause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

(a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.

(b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1941, shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

45. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1941.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar,

Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full Name

Address

Date of Birth.....

Trade..... (Branch).....

School last attended..... Standard passed.....

Signature.....

Signature of Parent (or Guardian).

Date.....

Form B (amended).

The Registrar,
Court of Arbitration,
PERTH.

1. I give you notice that on the..... day of.....19..... an agreement was reached whereby..... of..... entered my service as an apprentice to the..... on the..... day of.....19..... branch of the..... trade, and that in accordance with the provisions of Section 129 (1) of the Industrial Arbitration Act, 1912-1941, as reprinted, the said..... will be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship.

2. I also make application under Section 130 (2) of the Act quoted for the registration of the agreement of apprenticeship, such registration to take place at the completion of the period of probation, with effect from the date of commencing the period of probation, unless an objection shall have been made to the registration.

3. The agreements of apprenticeship, in triplicate, as provided for in the appropriate award made by, or industrial agreement registered at the Court are submitted for registration at the conclusion of the period of probation.

Signature of Employer.

Address of Employer.

Date.....

Form C.

(Regulation 14.)

Certificate of Service.

This is to certify that.....of.....has served.....years..... months at the.....branch of the..... trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

Dated this.....day of.....19.....

(Signature of Employer).....

Certificate of Proficiency.

This is to certify that.....has satisfied the Examiners of.....competence in the.....branch of the.....trade at the examination proper to the.....year of.....service as apprentice.

Dated the.....day of.....19.....

Registrar.

Form E.

Final Certificate.

This is to certify that.....of.....has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade.

Dated at.....the.....day of.....19.....

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT, made this.....day of.....19..... between.....of.....(address).....(occupation) (hereinafter called "the employer"), of the first part,.....of....., born on the.....day of.....19..... (hereinafter called "the apprentice"), of the second part, and.....of.....(address).....(occupation)....., parent (or guardian) of the said.....(hereinafter called the "parent" or "guardian"), of the third part, witnesseth as follows:—

1. The apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of.....for a period of.....years, from the.....day of....., one thousand nine hundred and.....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follow:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1941, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of..... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice, when available, shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1941, or any Act or Acts amending the same and any regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the said }
in the presence of..... }

(Signature of Guardian.)

And by the said..... }
in the presence of..... }

(Signature of Apprentice.)

And by..... of the said }
of the said..... for and on behalf }
in the presence of..... }

(Signature of Employer.)

Noted and Registered this.....day of.....19.....

Registrar.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 6 of 1948.

Between Coastal Dock, Rivers and Harbour Works Union of Workers, Applicant, and The Commissioners of the Fremantle Harbour Trust, 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.—Area and Scope.

This Agreement shall apply to the mooring and unmooring and shifting of vessels, rigging and removing gangways, etc., where such services are undertaken by the employers within the Port of Fremantle.

2.—Hours of Duty.

(a) Forty (40) hours shall constitute a week's work. The daily hours of duty shall not exceed eight (8) per day, and shall be worked on any five (5) days of the week between the hours of 7 a.m. and 6 p.m.: Provided that no shift shall consist of more than two periods of working time.

(b) The employers may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement.

(c) The Union or employee or employees covered by this Agreement shall not in any way, whether directly or indirectly, be party to, or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

3.—Days Off.

Employees shall be rostered to have two (2) days off in each week, such days off to be consecutive where possible: Provided that if through unforeseen circumstances an employee's day off is cancelled and he is required for duty, the employee shall be paid a minimum of eight (8) hours at time and half for the extra time on duty during the week.

4.—Overtime and Sunday Time.

(a) Overtime shall mean and include all time worked—

- i. in excess of eight (8) hours on any working day;
- ii. outside of the daily spread of hours prescribed in clause 2 of this Agreement;
- iii. in excess of forty (40) hours in any one week.

(b) Overtime worked consecutive with ordinary hours of duty shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(c) Employees recalled to duty outside of the prescribed spread of hours shall be paid overtime at the rate of double time for the period of recall, with a minimum of two hours.

(d) Where there is a second call back on any night, and the break from the time of actually ceasing duty in respect of the first call back to the time of re-commencement of duty is less than two hours, overtime shall be allowed continuously as if no break had occurred.

(e) Employees called on to start work within an hour and half of starting time shall be paid overtime at the rate of time and half until starting time.

(f) The time worked on Sundays up to maximum of eight (8) hours shall be included as part of the ordinary week's work, but employees required to work on Sundays, other than those finishing Saturday's work, shall be paid an extra half day's pay in addition to the week's earnings.

(g) Employees who, having been instructed to make themselves available at their homes for the purpose of being in attendance at a stated time, and who are subsequently informed at their homes that their services are not required, shall be paid two (2) hours pay at ordinary rates.

(h) An employee who has done continuous duty for twenty-four (24) hours shall not be required to do further duty until he has had, for the purpose of rest, a period of eight (8) consecutive hours off duty, exclusive of any meal hours: Provided that for work performed during such eight hour rest period, the employee shall be paid overtime at the rate of double time in addition to the rate otherwise payable.

For the purpose of this subclause "continuous duty" shall mean any period of twenty-four (24) hours during which the employee has not been free of duty for a period in excess of four (4) consecutive hours which may include one meal time.

5.—Meal Hours.

(a) Employees who cannot be released for one (1) hour for—

- i. breakfast between the hours of 7 a.m. and 9 a.m.;
- ii. lunch between the hours of 12 noon and 2 p.m.;
- iii. tea between the hours of 5 p.m. and 7 p.m.

shall be paid at the rate of time and a half until a full hour for a meal is allowed: Provided that the provisions of this clause, so far as they relate to breakfast, shall not apply to employees called upon to commence work for the day at 6 a.m. or later: Provided further that such extra rate shall not be payable to employees who commence or resume work at or during a specified meal time.

(b) Notwithstanding anything contained in subclause (a) of this clause, there shall be no obligation on the part of employees to work for more than five (5) consecutive hours without a meal, except in the following circumstances:—

- i. Where work commences for the day at 6 a.m. lunch shall be taken not later than 12 noon.
- ii. Where work commences for the day at 6.30 a.m., lunch shall be taken not later than 12.30 p.m.
- iii. Where work commences for the day at 7 a.m., lunch shall be taken not later than 1 p.m.

6.—Rates of Pay.

Basic Wage .. £5 17s. 5d. per week.

	Per Week.		
Margins—	£	s.	d.
(a) Leading hand	2	0	0
(b) Ordinary hand	1	6	0

7.—Engagement and Dismissal.

All regular employees shall be deemed to be engaged upon a weekly basis, and one week's notice on either side shall be necessary to terminate the services of any employee: Provided that an employee may be instantly dismissed or suspended for insobriety, misconduct or neglect of duty.

8.—Casual Employees.

(a) A casual employee is one for whom work over a continuous period of forty (40) ordinary time hours in five (5) consecutive days is not provided by the employers. Such employees, whose engagement shall be hourly, shall be entitled to the rate prescribed for an ordinary hand in clause 6 (b) hereof, plus 10%, with a minimum engagement as for three (3) hours.

(b) The conditions of clauses 2, 4 and 5 only shall apply to casual employees.

(c) Casual employees shall, where practicable, be engaged at the Union "pick up" place during the usual "pick up" hours.

(d) The time of duty of casual employees shall be calculated from the time at which such employee is ordered to report for duty at the Pilot Office, to the time of discharge either at the Pilot Office or at the job, at the discretion of the employers: Provided that where the work for which a casual employee was engaged is completed at the North Wharf, the hours of duty of such employee shall continue until he is transported by the employers to Victoria Quay, unless such employee, at his option, requests to be released at the North Wharf, when his services will be terminated upon the completion of the job.

9.—Annual Leave.

Employees who serve continuously for twelve (12) months shall be granted annual leave on full pay for a continuous period of twenty-nine (29) days. Where the period of service is less than twelve months, but is not less than one week, the period of leave shall be reduced pro rata to the period of service. Annual leave shall at all times be taken at the convenience of the employers.

10.—Sick Leave.

(a) A regular employee who is incapacitated through sickness or injury, other than that arising out of or in the course of his employment, may, except as provided in subclause (b) of this clause, be granted sick leave with pay for a period of or periods not exceeding in the aggregate, four weeks in any year, upon production, within 48 hours of the commencement of any such period of absence, of a medical certificate showing the nature of the illness and the probable duration.

(b) In the event of the full period of sick leave as provided in subclause (a) hereof not being taken in any year, the balance of such sick leave up to a maximum of one week for each calendar year, shall be allowed to accumulate, and such accumulation may be applied against periods of absence on account of sickness in excess of that provided in subclause (a) hereof, occurring during the next or any succeeding year: Provided that in respect of any worker employed under the terms of this Agreement at the date of its commencement, the accumulation of such leave

specified herein shall be regarded as operating retrospectively from the 1st January, 1945, or at the date the employee entered the service if employment commenced after that date.

(c) Where such incapacity arises through the wilful act or misconduct of the employee, or a medical certificate is not furnished as required, or where the employee has already had sick leave with pay in accordance with the provisions of subclauses (a) and (b) hereof, the employee shall not be entitled to any pay for the period he is absent from duty.

(d) Upon the period or periods of absence exceeding four weeks in the case of paragraph (a) hereof, or upon the happening or occurrence of any of the events specified in paragraph (c) hereof, immediately such absence commences or such event happens or occurs the contract of service shall be deemed to have been terminated without requiring further notice by the employers, who shall thereby be relieved of any further obligation to the employee: Provided that any such period of incapacity may at the discretion of the employers, be regarded as leave without pay.

11.—Sickness or Accident Arising Out of Duty.

(a) A regular employee who, while on duty or acting under the instructions of the employer, receives an injury arising out of, or in the course of his employment, or contracts an illness due to the nature of and attributable to such employment, and is thereby incapacitated from duty in circumstances which entitle him to the benefits prescribed under the Workers' Compensation Act, 1912-1941, shall be entitled to receive in addition to such benefits, a weekly sum equal to the difference between the compensation provided for under that Act and the wages prescribed in this Agreement, from the date of the commencement of his said incapacity up to and including the date of his recovery as certified by his medical attendant: Provided that the employer's liability hereunder shall in no case exceed 30 days in respect of each separate injury or illness.

(b) All amounts payable under this clause shall be paid in the manner provided for the payment of wages.

12.—Uniforms.

Employees shall be provided with uniforms consisting of a double-breasted coat and two pairs of trousers each eight months, and in addition there shall be provided each year, if required, one oilskin coat and sou'-wester hat, and one cap. Cap badges will be renewed when necessary. Uniforms, which will at all times remain the property of the employers, shall be kept neat and tidy by employees, and must be worn by them when on duty.

13.—Rest Room.

A rest room equipped with an electric radiator shall be provided by the employers for the use of employees. Employees must provide their own rugs, etc., and must keep the room clean and tidy.

14.—Telephones.

Each regular employee shall be provided with a telephone at his place of residence, the rental and a reasonable amount of calls to be paid by the employers.

15.—Use of Bicycles.

Regular employees who are required by the employers to use their own bicycles during the course of their duties, shall receive a special allowance of 2s. 6d. per week as compensation for wear and tear. Such allowance, which shall be payable monthly, will not accrue while the employee is absent from duty for any cause whatsoever for a period of a complete week or longer.

16.—Long Service Leave.

Employees shall be granted long service leave after each seven years' service, but periods of absence on long service leave shall not count as service qualifying towards the next grant of such leave.

17.—No Discrimination.

The employers shall not discriminate against members of the Coastal Docks, Rivers and Harbour Works Union when there are members of the Union available

to the employers who are capable of carrying out the work to be done and willing to accept the employment offering.

18.—Board of Reference.

Should any dispute arise between the employers and the employees under this Agreement, the matter shall be referred to a Board of Reference, consisting of a representative of the employers, a representative of the employees, and the Registrar of the Court of Arbitration of Western Australia, who shall act as Chairman. The decision of the Board shall be final and binding.

19.—Term.

The term of this Agreement shall be one (1) year as from and including the twenty-third day of September, 1948.

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 14th day of December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 14th day of December, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 of 1947.

Between The Food Preservers' Union of Australia, Western Australian Branch, Union of Workers, Coastal Districts, Applicant, and Western Ice Co. Ltd., W.A. Meat Exports, and Fremantle Cold Storage Co., 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 all workers engaged in the drawing, cutting and packing of ice, including the handling of ice from tanks into store.

2.—Area.

This Award shall have effect over an area comprised within a radius of fifteen (15) miles from the G.P.O., Perth.

3.—Term.

The term of this Award shall be for a period of one (1) year commencing as from the beginning of the first pay period after the date hereof.

4.—Definition.

A "casual worker" shall mean and include 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 six (6) days from and including the day he starts work.

5.—Hours of Work.

Forty hours shall constitute a week's work. For the sake of convenience in the rostering of shifts an eighty-hour fortnight may be worked if the employer so desires.

6.—Overtime.

(a) All time worked in excess of eight (8) hours in any one day or shift shall be deemed overtime and shall be paid for at the rate of time and a half.

(b) All time worked on Sunday shall be paid for at the rate of time and a half.

(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.

(d) When a worker, without being notified on 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: Provided that such payment need not be made to a worker living in the same locality as the factory, who could reasonably return home for a meal.

7.—Rotation of Shifts.

(a) Where a worker works afternoon shift only, or afternoon and night shifts 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 6 hereof.

(b) Where a worker is called upon to work night shift continuously, such worker shall be paid five per centum (5%) in addition to his ordinary rate, plus one shilling (1s.) per shift.

8.—Wages.

The minimum rates of wages payable under this Award shall be as set out hereunder:—

	Per Week.
	£ s. d.
(a) Basic Wage—	
Adult Males	6 1 7
	Margin over Basic Wage
	Per Week.
(b) Adult Males—	£ s. d.
Leading hand, appointed as such by the employer	1 2 6
Pullers, Stackers and Packers	15 0
	% of Basic Wage
	Per Week.
(c) 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

(d) Casual Workers:
Casual workers shall be paid at the rate of ten per centum (10%) above the minimum rates prescribed herein.

9.—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.

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 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.

11.—Contract of Service.

(a) Except in the case of a casual worker, the contract of hiring of every worker shall be a weekly contract, terminable on either side by one (1) week's notice given on any day.

(b) This clause does not affect the right to dismiss for misconduct.

12.—Time and Wages Record.

The employer shall keep or cause to be kept, a record containing the following particulars:—

- (a) the name of each worker;
- (b) the class of work performed;
- (c) the hours worked each day;
- (d) The wage (and overtime, if any) paid;
- (e) the age of each junior worker.

Such record shall be open to the inspection of an accredited representative of the Union once in each week.

13.—Aged and Infirm 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.

14.—Posting Award.

The employer shall, upon request of the Union, post a copy of this Award in a conspicuous place in the factory, where it is easily accessible to the workers.

15.—Board of Reference.

For the purposes of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute the functions of:—

- (a) adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of the Award or any of them;
- (b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award;
- (c) dealing with any other matter which the Court may refer to the 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 this purpose are embodied in this Award.

16.—Junior Worker's Certificate.

Junior workers, upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—

- (a) name in full;
- (b) age and date of birth;
- (c) name of each previous employer and length of service with such employer;
- (d) 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.

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.—No reduction.

Nothing herein shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

19.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfthth (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 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.

20.—Special Conditions.

Aprons and gloves shall be supplied to all workers, or at the option of the employer an allowance of ninepence (9d.) per week may be paid to each worker who shall then be required to supply his own aprons and gloves.

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 December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 10th day of December, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 75 of 1948

Between The Metropolitan Jewellers, Watchmakers and Allied Trades' Industrial Union of Workers, Applicant, and Laubman and Pank (W.A.) Limited, Australian Optical Co. Ltd., Mr. B. The Optician Ltd., and A. G. Thompson & Co. 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 agreement shall apply to workers employed as Optical Mechanics and Apprentices.

2.—Definitions.

(a) "Optical Mechanic" shall mean a worker employed in all or any one or more of the following branches of the industry:—

- (i) The manufacturing and/or repairing of new and secondhand spectacles and/or the component parts thereof;
- (ii) The cutting, shaping, drilling, marking and modelling of spectacle and/or lenses and/or optical glasses;
- (iii) The surfacing and/or polishing of spectacle and/or other lenses and/or optical glasses;
- (iv) The cleaning, repairing and/or adjusting of field glasses and/or binoculars;
- (v) The maintenance of tools and machinery used in connection with the manufacture or repair of optical appliances.

(b) "Casual Worker" shall mean a worker employed for less than one week.

3.—Area.

This agreement shall operate over an area comprised within a radius of fourteen (14) miles from the General Post Office, in the City of Perth.

4.—Term.

The term of this agreement shall be twelve (12) months from the date hereof.

5.—Hours.

Forty (40) hours shall constitute a week's work. Such hours shall be worked as follows:—

(a) Grinders—between the hours of 7.30 a.m. and 6 p.m., Monday to Friday inclusive.

(b) Others—between the hours of 7.30 a.m. and 6 p.m. Monday to Friday inclusive, and between 7.30 a.m. and 1 p.m. on Saturday: Provided that the said forty (40) hours for "others" may be worked in five days at the option of the employer: Provided further that in establishments working a five and one-half day week, the employer shall as far as practicable, roster his "other" workers so that each such worker bound by this agreement shall be rostered off duty on Saturday in his turn in accordance with such roster.

6.—Overtime.

(a) All time worked before the usual starting time or after the usual finishing time or in the case of establishments working a five-day week, all time worked on Saturday shall be deemed overtime and be paid for at the rate of time and a half for the first four (4) hours and double time thereafter. In the calculation of overtime each day shall stand alone.

(b) Notwithstanding anything contained in this agreement—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this agreement or worker or workers covered by this agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

7.—Meal Hours.

On all days on which a worker works other than the weekly half holiday, he shall be allowed not less than one-half ($\frac{1}{2}$) hour or more than one hour for a meal between the hours of twelve noon and 2 p.m., unless the employer and the union otherwise mutually agree.

8.—Record.

(a) Each employer shall keep or cause to be kept a record containing the following particulars:—

- (i) The name of the worker.
- (ii) The starting and finishing time each day.
- (iii) The total hours worked each day.
- (iv) The wages (and overtime if any) paid.
- (v) The worker's signature for same.

(b) Such record shall be open for inspection by a duly authorised officer of the Union.

(c) The employer and the worker shall be severally responsible for the proper posting of the record each week.

9.—Payment of Wages.

All wages shall be paid not later than Friday in each week.

10.—Sunday and Holiday Work.

(a) All time worked on Sunday or the holidays prescribed in subclause (a) of Clause 12 hereof shall be paid at the rate of double time.

(b) For the purpose of this agreement, "double time" shall mean twice the prescribed rate of wage or so much thereof as is proportionate to the time worked.

11.—Meal Money.

When 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 shall be provided with any meal required or shall be paid Two Shillings (2s.) in lieu thereof. Provided that such payment need not be made to workers living in the same locality as their place of employment who can reasonably return home for a meal.

12.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 10 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(d) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(f) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this agreement shall not count for the purpose of determining his right to annual leave.

(g) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (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) Annual leave shall be granted within two (2) months of becoming due.

(j) 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 ($\frac{1}{12}$) 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 any 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.—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.

15.—Engagement.

(a) Except for casual workers, 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 for misconduct, or if, after receiving one week's notice he does not carry out his duties in the same manner as he did prior to such notice.

(b) Casual workers shall be paid ten per cent. (10%) in addition to the rates prescribed in Clause 23 hereof.

16.—Apprentices.

(a) The apprenticeship regulations in the schedule annexed to this award and marked "A" shall be incorporated into and form part of the agreement.

(b) Apprentices may be taken to one or more of the following branches of the industry:—

(i) The manufacturing and/or repairing of new and secondhand spectacles and/or the component parts thereof.

(ii) The cutting, shaping, drilling, marking and modelling of spectacle and/or lenses and/or optical glasses.

(iii) The surfacing and/or polishing of spectacle and/or other lenses and/or optical glasses.

Where practicable, apprentices shall also be taught the cleaning, repairing and/or adjusting of field glasses and/or binoculars.

(c) Apprentices may be taken in the proportion of one apprentice to every two (2) or fraction of two (2) journeymen.

(d) Any apprenticeship agreement entered into prior to the date of this agreement shall continue for the period specified in such agreement.

17.—Board of Reference.

(a) The Court may appoint for the purpose of the agreement a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

(c) 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 this agreement;

(iii) deciding any other matter that the Court may refer to such Board from time to time.

(d) 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.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this agreement an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer but this permission shall not be exercised without the consent of the employer more than once in any one week.

19.—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.

20.—Posting of Agreement.

A copy of this agreement shall be kept by the employer in a place where it is accessible to the workers.

21.—First-Aid Kit.

An adequate first-aid kit shall be kept in a place easily accessible to workers.

22.—Notices.

Every employer may allow such union notices as he shall consider unobjectionable to be posted up in a place approved by the employer.

23.—Wages.

	Per Week.
	£ s. d.
(a) Basic Wage—Adult Males	6 1 7
(b) Optical Mechanics—margin	2 0 0
(c) Apprentices:—	
	% of Male Basic Wage.
During 1st six months	20
During 2nd six months	25
During 2nd year	30
During 3rd year	45
During 4th year	65
During 5th year	85
During 6th year	100

(d) Leading Hands:—

Any optical mechanic placed in charge of three (3) or more other optical mechanics shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed.

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 December, 1948.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Filed at my office this 17th day of December, 1948.

(Sgd.) S. WHEELER,
Clerk of the Court of Arbitration.

Schedule "A."

APPRENTICESHIP REGULATIONS.

Definitions.

1. (1) "Act" means "The Industrial Arbitration Act, 1912-1941, and any alteration or amendment thereof for the time being in force.

(2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

(4) "Court" means the Court of Arbitration.

(5) "Employer" includes any firm, company, or corporation.

(6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

- (a) A chairman, to be appointed by the Court, and
- (b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

- (a) to endeavour to promote apprenticeships under this Award;
- (b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;

(c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;

(d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;

(e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;

(f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(b) In any proceeding for any contravention of this subclause it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this subclause.

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian, or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(b) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(d) Every agreement of apprenticeship shall be subject to the provisions of the Award in force for the time being applicable to apprenticeship in the industry.

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of six (6) years, but this period may be reduced in special circumstances with the approval of the Court.

Notwithstanding anything contained in this agreement apprenticeship agreements entered into under the terms of the Optical Mechanics Award No. 7 of 1945, as amended by No. 60 (180) of 1947 shall continue for the period of five (5) years as prescribed in that award.

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.
- (c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.

- (d) The date at which the apprenticeship is to commence and the period of apprenticeship.
- (e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial award so far as they concern the apprentice.
- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

Transfer of Apprentices.

12. (a) The Court shall have power to transfer an apprentice from (a) one employer to another and/or (b) from one trade to another, either temporarily or permanently—

- (i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
- (ii) upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be made out in quadruplicate and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(c) One copy of the transfer agreement shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

14. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

15. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled by mutual consent, by the employer and the legal guardian of the appren-

tic giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

18. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the employer, his managers, foremen or other servants having authority over the apprentice, or be slothful, negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

19. The Court may in its discretion for any cause which it may deem sufficient on the application of any party to an apprenticeship agreement vary or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply:

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.
- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.
- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to Regulation 38, time lost by the apprentice through sickness or any other cause whatsoever (except through breakdowns of machinery) may, with the consent of the Court on the application of any party, be added to the original term in the Apprenticeship Agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any

recommendation they see fit to the Court for the purpose of such extension. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine. (See also regulations 34 and 35.)

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes if any shall be one day per fortnight.

25. Any apprentice who:

(a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or

(b) fails to be diligent or behaves in an indecorous manner while in such school or class; or

(c) destroys or fails to take care of any material or equipment in such school or class

shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

27. If the examiners or the industrial union or employer concerned make representations to the Court that the facilities provided by the technical school or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

28. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

29. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, if required by the examiners, produce to the examiners a certificate that he has made at least 70 per centum of attendances

at the technical school or other place of instruction, unless he is exempted from such attendance for good cause.

(c) The Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President, at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served.

32. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Registrar and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award for such period as may be recommended by the examiners but not exceeding twelve months. (See also regulation 23.)

35. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship agreement, or such other remedial measures (i.e., increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award: Provided—

- (a) payment for such sickness shall not exceed a total of two weeks in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer.
- (c) An apprentice 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 of sickness arising out of his own wilful default.
- (d) Liberty is reserved to the respondents to apply for the deletion of this regulation.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

39. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

Part-time Employment.

40. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission—

- (a) to employ the apprentice for such lesser time per week or per month and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial Award or Agreement for the trade, calling, or industry; or
- (b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced *pro rata*.

Miscellaneous.

41. (1) The Registrar shall prepare and keep a roll of apprentices containing—

- (a) a record of all apprentices and probationers placed with employers;
- (b) a record of all employers with whom apprentices are placed;
- (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
- (d) any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the union of workers interested upon request.

42. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this subclause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

- (a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.
- (b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

43. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1941, shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

44. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

45. In every application under clauses 15, 18, 19, 20, and 40 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1941

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar,

Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full Name

Address

Date of Birth.....

Trade..... Branch.....

School last attended..... Standard passed.....

Signature.....

Signature of Parent (or Guardian).....

Date.....

Form B (amended).

The Registrar,

Court of Arbitration,
PERTH.

1. I give you notice that on the..... day of..... 19..... an agreement was reached whereby..... of..... on the..... day of..... 19.....

entered my service as an apprentice to the..... branch of the..... trade, and that in accordance with the provisions of Section 129 (1) of the Industrial Arbitration Act, 1912-1941, as reprinted, the said..... will be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship.

2. I also make application under Section 130 (2) of the Act quoted for the registration of the agreement of apprenticeship, such registration to take place at the completion of the period of probation, with effect from the date of commencing the period of probation, unless an objection shall have been made to the registration.

3. The agreements of apprenticeship, in triplicate, as provided for in the appropriate award made by, or industrial agreement registered at the Court are submitted for registration at the conclusion of the period of probation.

Signature of Employer.

Address of Employer.

Date.....

Form C.

(Regulation 14.)

Certificate of Service.

This is to certify that..... of..... has served..... years..... months at the..... branch of the..... trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

Dated this..... day of..... 19.....

(Signature of Employer)

Form D.

Certificate of Proficiency.

This is to certify that..... has satisfied the Examiners of..... competence in the..... branch of the..... trade at the examination proper to the..... year of..... service as apprentice.

Dated the..... day of..... 19.....

Registrar.

Form E.

Final Certificate.

This is to certify that..... of..... has completed the period of training of..... years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the..... trade.

Dated at..... the..... day of..... 19.....

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT, made this..... day of..... 19..... between..... of..... (address)..... (occupation) (hereinafter called "the employer"), of the first part,..... of..... born on the..... day of..... 19..... (hereinafter called "the apprentice"), of the second part, and..... of..... (address)..... (occupation)....., parent (or guardian) of

the said..... (hereinafter called the "parent" or "guardian"), of the third part, witnesseth as follows:—

1. The apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of..... for a period of..... years, from the..... day of....., one thousand nine hundred and.....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follow:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1941, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of..... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice, when available, shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1941, or any Act or Acts amending the same and any regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.....

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the said }
in the presence of..... }

(Signature of Guardian.)

And by the said..... }
in the presence of..... }

(Signature of Apprentice.)

And by..... of the said }
..... for and on behalf }
of the said..... }
in the presence of..... }

(Signature of Employer.)

Noted and Registered this..... day of
19.....

Registrar.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 3A of 1947.

Between United Metropolitan Timberyards, Saw Mills and Woodworkers Employees' Union of Workers, Applicant, and City Case and Box Factory and others, 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.—Area.

This Award shall operate over the area comprised within a radius of fourteen (14) miles from the G.P.O., Perth, excepting however, such portions as are comprised within the premises occupied or worked in conjunction with the Railway Department, or the Midland Railway Co.

2.—Scope.

This Award shall apply to all workers following the vocations mentioned herein and employed in the case and box manufacturing and repairing industries as carried on by any of the respondents named in the Second Schedule.

3.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the first pay period to commence in January, 1949.

4.—Wages.

(a) Basic Wage £6 1s. 7d. per week.

(b) The minimum marginal rates payable to workers under this Award shall be as set out in the First Schedule. For the purpose of convenience the wages are stated on a weekly basis.

5.—Special Rates and Provisions.

(a) Casual Workers: A worker employed for less than one week shall be paid one shilling (1s.) in addition to the ordinary daily wage.

(b) Mixed Functions: Any worker carrying out work classified at a higher minimum than his ordinary rate for two (2) hours in any day shall be paid the minimum rate for such work for the time so employed: Provided that such minimum is not lower than such worker's regular rate of pay. If he is employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate he shall be paid his ordinary rate for the whole day.

6.—Contract of Service.

The contract of employment shall be a daily one, terminable on either side by one day's notice, and, in the event of notice, the worker shall be entitled to payment up to the date when such notice terminates: Provided that the employer may dismiss a worker without notice, for good cause.

7.—Hours.

The ordinary working hours of workers shall not exceed forty (40) in any one week, or eight (8) in any one day; provided that this shall not apply to nightwatchmen whose hours shall not exceed one hundred and four (104) hours per fortnight.

8.—Overtime.

(a) Except for watchmen overtime at the rate of time and a half shall be paid for the first two (2) hours worked outside the ordinary working hours and double time thereafter. All time worked on Sunday shall be paid at double time rates, except in the case of workers whose ordinary duties require them to work on Sundays, when double time rates shall begin after their ordinary working hours on that day.

(b) All work performed by workers other than watchmen on the holidays prescribed in clause 9 (a) shall be paid for at the rate of double time.

(c) All work performed by watchmen in excess of one hundred and four (104) hours per fortnight shall be paid for at the rate of time and a half for the first fourteen (14) hours and double time thereafter.

(d) Notwithstanding anything contained in this Award—

- i. An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- ii. No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this sub-clause.
- iii. This subclause shall remain in operation only until otherwise determined by the Court.

9.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu thereof 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 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.

(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 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.

(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 (1/6th) 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 Award 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.

10.—Junior Workers.

(a) No junior worker with less than one (1) year's experience in the industry shall be employed tailing out.

(b) No junior worker who is under the age of seventeen (17) years, and who has had less than two (2) years' experience in the industry shall be employed as a sawyer or on the buzzer or thicknesser or case-nailing machine.

(c) The number of junior workers employed by any employer shall not exceed one for each fully paid worker employed by him: Provided, that any employer who himself works as a journeyman shall be regarded as a fully paid worker.

11.—Aged and Infirm 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.

12.—Blowers.

In addition to the blowers already installed, the employers shall attach blowers to all moulding machines, and thicknessers, and to any other machines injurious to health.

13.—Time and Wages Record.

The employer shall keep, or cause to be kept, records containing the following:—

- (a) The names of each worker to whom this Award applies.
- (b) The nature of the work performed.
- (c) The hours worked each day.
- (d) The amount of wages and overtime (if any) received by each worker each week.
- (e) The age of each junior worker.

These records shall be open to inspection by the accredited representative of the Union at any time during the ordinary working hours, and he shall be allowed to take necessary extracts therefrom.

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 such 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 to the satisfaction of the employer or his representative, of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

15.—Board of Reference.

(1) A Board of Reference is hereby appointed for the purposes of this Award. Such Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to the Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

- (a) 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;
- (b) deciding any other matter that the Court may refer to such Board from time to time.

(2) 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 Award. (Regulation 92.)

16.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

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.—Junior Worker's Certificate.

Junior workers, upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—

- (1) Name in full.
- (2) Age and date of birth.
- (3) Name of each previous employer and length of service with such employer.
- (4) 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 worker shall wilfully misstate his age in the above certificate he alone shall be guilty of a breach of this Award.

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 23rd day of December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 23rd day of December, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

FIRST SCHEDULE.

Wages.

	Margin Per Week.	
	£	s. d.
1. Sawyer planking out and flitching to size	1	11 6
2. Other breaking-down bench sawyers..	1	5 0
3. Case bench sawyer including dockers..		17 6
4. Wood and case machinists		15 0
5. Case and box makers or repairers ..		15 0
6. Tailers-out, on breaking-down benches on dead roller		15 0
7. Saw doctor	2	15 0
8. Saw sharpener	1	5 0
9. Night watchman		8 6
10. Labourer (liberty is granted to apply in respect of this item)		nil
	Per cent. of Basic Wage Per Week.	
11. Junior Workers—		
Under 16 years of age		30
16 to 17 years of age		40
17 to 18 years of age		60
18 to 19 years of age		80
Over 19 years of age, the minimum adult rate.		

SECOND SCHEDULE.

Respondents.

City Case and Box Factory.
Safety Box Factory Limited.
Cass Case Company.
Westralian Box Co. Ltd.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 66A of 1947.

Between The Food Preservers Union of Australia, Western Australian Branch, Union of Workers, Coastal Districts, Applicant, and Atlas Macaroni Co., Golden West Macaroni Co., and Golden Sheaf Macaroni Co., 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 5 hereof in the manufacture, preparation, packing or putting up of macaroni or similar products.

2.—Area.

This Award shall have effect over the area comprised within a radius of fourteen (14) miles from the General Post Office, Perth.

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 the date hereof.

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; and who, whilst so employed shall be paid at the rate of one shilling and sixpence (1s. 6d.) per day in addition to the rates prescribed in clause 5 hereof.

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 Male Basic Wage Per Week.
(b) Adult Males:	£ s. d.
Worker drying macaroni, vermicelli or allied products	1 0 0
Paste makers	16 0
Press operators	16 0
All others	5 0
	Margin over Female Basic Wage Per Week.
(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

6.—Hours.

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.

7.—Overtime.

(a) All time worked in excess of eight (8) hours per day, or, 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:—

(a) Name in full.

(b) Age and date of birth.

(c) Name of each previous employer and length of service with that employer.

(d) 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:—

(a) 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;

(b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award;

(c) 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:

- i. Name of each worker.
- ii. The nature of his work.
- iii. The hours worked each day and each week.
- iv. The wages and overtime (if any) paid each week.
- v. 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 23rd day of December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 23rd day of December, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 27 of 1946.

Between The United Furniture Trades Industrial Union of Workers, Perth, W.A., Applicant, and Boans Limited and others as per Schedule II attached, Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:

Award.

1.—Definitions.

"Carpet planner" shall mean a worker whose main duty is to plan and cut carpets to specifications and to supervise the making of such carpets in the factory or workshop.

"Carpet cutter" shall mean a worker substantially engaged in cutting, measuring and laying carpets and linoleums.

2.—Hours.

(a) The ordinary hours of work shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7.30 a.m. and 6 p.m. from Monday to Friday inclusive: Provided that the actual times at which work is commenced and finished shall be mutually agreed upon and arranged between the employer and the worker: Provided further that where the employer so desires the forty (40) hours may be worked in six (6) days on Monday to Friday as above and on Saturday between 7.30 a.m. and 12 noon.

(b) A uniform starting and finishing time shall operate for all workers in the factory or workshop.

(c) No alteration of the starting and finishing time shall be introduced until seven (7) days shall have elapsed after the Union has received notification of such alteration.

(d) A notice in the terms of the annexed Schedule shall be posted up by the employer in each factory, setting out the starting and finishing times in operation for the time being in such factory.

3.—Overtime.

(a) Notwithstanding anything contained herein:—

- i. An employer may require any worker to work reasonable overtime and such worker shall work the overtime in accordance with such requirement.
- ii. An organisation, party to this Award, and/or a worker or workers covered by this Award, shall not in any way, whether directly or indirectly, be a party to or be concerned in any ban, limitation or restriction upon the working of overtime in accordance with (i) above.
- iii. The provisions of this subclause shall remain in operation only until otherwise determined by the Court.

(b) Notice that overtime is to be worked shall be given to the Union by the employer: Provided that where notice is given by telephone or otherwise orally, it shall be confirmed by written notice to the Union within twenty-four (24) hours of overtime commencing.

(c) The notice signifying such intention shall state the day or days upon which the overtime is to be worked and the names of the workers who will be working overtime.

(d) In no case shall junior workers be employed on overtime, unless the proportion of adult workers to juniors as provided in this Award is maintained whilst such overtime is worked.

(e) Pay for overtime shall be at the rate of time and a half for the first four (4) hours and double time thereafter until the usual time of starting on the next ordinary working day.

(f) All work performed on a Saturday afternoon, Sunday, or holiday as prescribed shall be paid for at double time rates.

(g) When 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 shall be provided with any meal required or shall be paid two shillings (2s.) in lieu thereof.

4.—Country Work and Travelling Time.

(a) When a worker is engaged in 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 boats, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return home each night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside the ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hour period from the time of starting on the journey: Provided that, when travelling is by boat, not more than eight (8) hours shall be paid for in any twenty-four (24) hour period.

(d) No worker shall be required by his employer to use or provide his own transport on his employer's business but if the worker agrees to use or provide such transport the employer shall allow to such worker the ordinary train, tram, ferry or char-a-banc fare which would otherwise be paid by him.

5.—Mixed Functions.

Any worker carrying out work classified at a higher minimum than his usual rate shall be paid whilst engaged on such work at the rate prescribed therefor: Provided that, where no record of such work is kept, the worker shall be paid at the higher rate for the whole of the day on which the work was performed.

6.—Wages.

	Per Week.	
	Males.	Females.
Basic Wage:	£ s. d.	£ s. d.
Within a fifteen (15) mile radius from the G.P.O., Perth ..	6 1 7	3 5 8
Balance of South-West Land Division	6 1 3	3 5 6
Rest of State	6 9 6	3 9 11

Margin Per Week.

	£ s. d.
(a) Adult Males:	
(1) Carpet Planner	2 5 0
(2) Carpet Cutter	1 15 0
(b) Adult Females:	
(1) Cutters of loose covers, curtains and drapes	2 0 0
(2) Carpet Sewers	1 15 0
(3) All others	1 10 0

(c) Junior Male Workers:	% of Male Basic Wage Per Week.
Between 14 and 15 years of age ..	20
Between 15 and 16 years of age ..	33
Between 16 and 17 years of age ..	45
Between 17 and 18 years of age ..	58
Between 18 and 19 years of age ..	70
Between 19 and 20 years of age ..	83
Between 20 and 21 years of age ..	95

(d) Junior Female Workers:	% of Female Basic Wage Per Week.
Between 15 and 16 years of age ..	43
Between 16 and 17 years of age ..	56
Between 17 and 18 years of age ..	69
Between 18 and 19 years of age ..	82
Between 19 and 20 years of age ..	95

Margin Per Week.

Between 20 and 21 years of age .. 6s.

(e) Charge Hands: A female worker placed in charge of three (3) or more other workers shall receive at least six shillings (6s.) per week in addition to the minimum rate of wage prescribed for her class of work.

(f) Casual Worker: A worker employed for less than one (1) week shall be deemed a casual and shall be paid ten per cent. (10%) in addition to the rate of wage herein prescribed for his or her class of work.

7.—Employment of Females.

Female workers shall not be employed in carpet planning and laying, lino. laying, or in the fixing of blinds or curtains outside the factory or workshop.

8.—Proportion of Juniors.

(a) Junior male workers under the age of twenty-one (21) years may be employed in the proportion of one (1) junior male worker to every two (2) or fraction of two (2) adult male workers employed: Provided that, where no adult male worker is employed and where the employer or his manager is himself performing the duties of a worker, one junior male worker may be employed.

(b) Junior female workers under the age of twenty-one (21) years may be employed in the proportion of two (2) junior female workers to each adult female worker employed: Provided that, where no adult female worker is employed, and where the employer or his manager is himself performing the duties of a worker, one junior female worker may be employed.

9.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu thereof, shall be observed as holidays without deduction of pay: New Year's Day, Australia Day (26th January), 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 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.

(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 (12) months' continuous service with such employer.

(d) Subject to subclause (h) of this clause such leave shall be granted at Christmas and notice in writing shall be given to the Union by representatives of the employers not later than three (3) months before Christmas, showing the date on which the factories shall close down for the annual leave: Provided that a skeleton staff limited to one worker in each department may be employed during the Christmas close down on the following conditions:—

i. at least two (2) weeks' notice shall be given to any such worker that he is required to work during the close down;

ii. such workers shall be given their annual leave within three (3) months of the termination of the period of the close down.

(e) 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: Provided that, at the option of the employer any of the Award holidays so falling within the period of annual leave shall be given in one of the following ways:—

i. Added to the Easter holidays, in which case the employer may, at his option, add one further day in lieu of Australia Day (26th January). Where it is the intention of the employer to adopt this method he shall, by notice posted in the factory at the time of closing down at Christmas, notify his employees of such intention.

ii. By agreement between the employer and the worker, but not otherwise, another day shall be given in lieu of each of such Award holidays.

(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 holidays on full pay as are proportionate to his length of service during that period with such employer, and if such holidays are not equal to the holidays given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on holidays 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.

10.—Wages in Cash.

(a) All wages shall be paid in cash on or before Friday in each week, and shall be paid within ten minutes of the usual time for finishing work.

(b) No charge shall be made against a worker for the use of bench appliances, or tools of trade supplied by the employer, and workers shall not be permitted to board or sleep on the employer's premises.

(c) Except as provided in subclause (d) hereof, when the engagement of a worker is terminated, he shall be paid all wages and holiday pay due to him within ten (10) minutes of the expiration of the engagement.

(d) When a worker is dismissed for wilful misconduct, he shall be paid all wages due to him within two (2) hours of the termination of his engagement.

11.—Contract of Service.

The contract of hiring of every worker shall be deemed to be a contract of hiring by the day except with respect to casual workers.

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.—Piece Work.

A worker employed on piece work shall be paid not less than the minimum rate herein prescribed for a worker employed on the same class of work. A piece worker under the provisions of this Award shall mean any worker who repairs, manufactures, or finishes articles made from material supplied by the persons for whom the work is being performed.

14.—Interviewing Workers and Inspection of Premises.

The Secretary or any duly authorised representative of the Union shall not be prevented from visiting or conversing with the members of the Union on any jobs during meal hours or in any shop during meal hours.

The Secretary or any duly authorised representative of the Union shall have the right to visit and inspect any factory or works, and to interview workers therein, when he has reason to believe that work is being carried on outside the ordinary working hours.

The employer shall not prevent the Union Secretary from carrying this power into effect.

15.—Provision of Water and Appliances.

The employer shall provide boiling water for the midday meal at the commencement of the meal hour, and also all tools and other appliances required by female workers in carrying out their work.

16.—Posting Union Notice.

The accredited Union representative shall not be prevented from posting a copy of this Award or any notice of the Union not exceeding fourteen (14) inches by nine (9) inches in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection the Board of Reference shall decide where the copy of the Award or the said notice shall be posted.

17.—Clock.

A reliable clock shall be installed in each factory by the employer, and shall be kept adjusted in accordance with the standard time from the Perth Observatory.

18.—Record.

The employer shall keep or cause to be kept a time and wages book, wherein shall be entered—

- (a) the name of each worker;
- (b) the nature of his employment;
- (c) the time he commences and finishes work each day;
- (d) the total hours worked each day and each week;
- (e) the wages (and overtime, if any) received therefor;
- (f) the ages of junior workers.

Such book shall be entered up each day in legible English characters, and shall be signed weekly by each worker. Such book shall be open for inspection at the factory office by the Union representative during working hours.

19.—Posting Award.

The notice referred to in clause 2 and a copy of this Award shall be placed by the employer in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection the Board of Reference shall decide where the said notice and a copy of the Award shall be placed.

20.—Area.

This Award shall have effect over that portion of the State of Western Australia south of the 14th parallel of latitude, except such portions thereof as are comprised within premises occupied by or worked in conjunction with the Railway Department or the Midland Railway Company.

21.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

22.—Term.

The term of this Award shall be for a period of three (3) years from the date hereof.

23.—Scope.

This Award shall apply to the industries mentioned in the first and second columns of the schedule hereunder and in respect of the vocations set out in clause 6: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1941, to which another industrial union of workers is a party.

24.—Board of Reference.

(a) The Court appoints, for the purposes of the Award, 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 Award, the functions of:—

- i. Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the 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.

(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 Award.

25.—Break-downs, 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 the unions affiliated with it, or by any other association or union, or through the break-down of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

26.—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.

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. If any junior worker shall wilfully mis-state his age in the above certificate, he shall be guilty of a breach of this Award.

27.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

(b) 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.

(c) This clause shall not apply when the worker is entitled to compensation under the Workers' Compensation Act.

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any 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.

(e) 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.

(f) Notwithstanding the provisions of subclause (e) hereof, a worker, who in any calendar year, has already been allowed paid sick leave on one occasion for one day only, or less, shall not be entitled to payment for any further absence of one day only or less, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

28.—Dirty Work.

(a) When a worker is at any time required to take up carpets or linoleums from any hotel or place to which the public has access the worker shall be paid double time rates for the time worked.

(b) Where practicable, all second-hand carpets that have been taken up and removed shall be effectively dry-cleaned and fumigated before any further work shall be proceeded with.

(c) Where the effective dry-cleaning and fumigation of second-hand carpets has not been carried out, all practical steps shall be taken to have them cleaned and sprayed with disinfectant before any further work is proceeded with.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed, this 17th day of December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

SCHEDULE I.

Notice is hereby given that the starting and finishing time of all employees in this factory other than those employees whose names appear hereunder, shall be as follows:—

Monday to Friday Inclusive:			
Starting time	a.m.		
Finishing time	p.m.		
Saturday:			
Starting time	a.m.		
Finishing time			

The following employees shall start and finish as under:

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

(Signed).....
Dated at this day of 19

SCHEDULE II.

Respondents:
(Schedule referred to in clause 23.)

Industry.	Representative Employer.
Furniture Manufacturing and General Furnishing	Boans Ltd. W. Zimmel Ltd. Foy & Gibsons (W.A.) Ltd.
Soft Furnishing	Apex Ltd. Florence Luber Bon Marche Ltd.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 47 of 1948.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and James Kiernan Ltd., R. C. Sadlier Ltd., Frank Cadd & Co. Ltd., and others, Respondents.

WHEREAS an industrial dispute existed between the above named 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 Award shall be limited in its effect to an area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

2.—Scope.

This Award shall apply to all workers employed as clerks (including telephone attendants and messengers where such workers do clerical work) in Customs and/or shipping and/or forwarding agents' establishments, as carried on by the respondents in the schedule annexed hereto.

3.—Definitions.

For the purpose of this Award—

(a) "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.

(b) "Double time" for the purpose of this Award means twice the prescribed rate of wage.

(c) "Customs and/or shipping and/or forwarding agents" shall mean any establishment where clearing, receiving, delivering, inward and outward shipping of both intrastate, interstate and overseas cargoes is carried out as the principal or exclusive portion of the business of the establishment.

4.—Hours of Duty.

(a) The hours usually worked in each establishment immediately prior to the first day of June, 1948, shall continue to be observed during the currency of this Award, and shall be worked in a five or a five and a half day week at the option of the employer; provided that the hours to constitute a week's work shall not exceed forty (40) hours in any one week.

(b) One hour for lunch shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.

(c) When a midnight shift is worked, one hour for breakfast shall be taken at a time mutually arranged between the employer and the worker between the hours of 7 a.m. and 9 a.m.

5.—Overtime.

(a) All time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first three (3) hours; and all time worked after the first three (3) hours, and all time worked after 12 noon on Saturday, shall be paid for at the rate of double time.

(b) Where the weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime, each day shall stand by itself.

(e) i. Any 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.

(f) Any clerk in receipt of a salary at the rate of £500 per annum or over, shall not be entitled to payment of overtime for any overtime worked.

6.—Meal Allowance.

In addition to the overtime prescribed in clause 5, a meal allowance of two shillings (2/-) shall be paid to each worker in the following circumstances:—

(a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive or after 1 p.m. on Saturday.

(b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

7.—Holidays.

(a) In all establishments covered by this Award, the following days, or the days observed in lieu thereof shall be observed as holidays, and paid for, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Foundation Day, Labour Day, Christmas Day, Boxing Day, Anzac Day.

(b) 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.

(c) The provisions of this clause shall not apply to casual workers.

(d) Liberty is reserved to the applicant to apply to the Court for the inclusion of "Show Day (from 12 noon)" as a holiday under subclause (a) hereof.

8.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

(a) Basic Wage—	Males.		Females.	
	£	s. d.	£	s. d.
Within a 15-mile radius of the G.P.O., Perth	6	1 7	3	5 8
Outside a 15-mile but within a 25-mile radius of the G.P.O., Perth	6	1 3	3	5 6

(b) Junior Workers (Male)—	% of Male Basic Wage Per Week.
Between 14 and 15 years of age ..	25
Between 15 and 16 years of age ..	35
Between 16 and 17 years of age ..	45
Between 17 and 18 years of age ..	57½
Between 18 and 19 years of age ..	70
Between 19 and 20 years of age ..	85
Between 20 and 21 years of age ..	95

(c) Junior Workers (Female)—	% of Female Basic Wage Per Week.
Between 15 and 16 years of age ..	47
Between 16 and 17 years of age ..	56
Between 17 and 18 years of age ..	75
Between 18 and 19 years of age ..	92

	Margin Per Week.
	s. d.
Between 19 and 20 years of age ..	5 9
Between 20 and 21 years of age ..	11 0

(d) Adults (Male)—	Margin Per Week.
	£ s. d.
At 21 years of age	12 6
At 22 years of age	1 2 6
At 23 years of age	1 11 0
At 25 years of age and over ..	1 17 0

Adults (Female)—	Margin Per Week.
	£ s. d.
At 21 years of age	1 6 0
At 23 years of age and over ..	1 10 0

Adult stenographers, comptometer or calculating or ledger machine operators shall receive 6s. a week in addition to the above rates.

(e) Female ledger-keepers (classified as such by agreement, or in default of agreement by the Board of Reference) shall receive the prescribed male rate.

(f) Senior clerks (classified as such by agreement or in default of agreement by the Board of Reference) .. 2 10 0

(g) Casual clerks may not be employed at an hourly rate for a lesser period than two weeks, and shall be paid while so employed twenty-five (25) per cent., in addition to the rates prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

9.—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) 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) A worker who is dismissed for gross misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provision of this clause.

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

(h) The provisions of this clause shall not apply to casual workers.

10.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side.

11.—Reference.

On leaving the employ of an employer, the worker shall be given a reference setting out length of service and duties performed.

12.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (a) The name of each worker;
- (b) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (c) the nature of the work performed by the worker;
- (d) the wages, and the overtime (if any) paid each week,

and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

13.—Board of Reference.

(a) The Court may appoint, for the purpose of the Award, a Board of Reference. The 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 the Board in the event of agreement not being arrived at between the said parties 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 award or any of them;
- ii. classifying and fixing of salaries, rates and conditions for any position, 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.

(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 Award.

14.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All 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 coastal boat not more than eight (8) hours shall be paid for in any such period.

15.—Mixed Functions.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum

rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

16.—Aged and Infirm 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 of Reference, and pending the decision of the Board, the worker shall be entitled to work for and be employed at the proposed lesser rate.

17.—Proportion of Juniors.

(i) The proportion of juniors that may be employed shall be—

- (a) Where no adult worker in receipt of the basic wage is employed, one (1) junior male and/or one (1) junior female may be employed;
- (b) where the number of adult male workers does not exceed five (5) an equal number of junior male workers may be employed;
- (c) where the number of adult male workers exceeds five (5) an increased number of junior male workers may be employed in the proportion of one (1) to two (2) in respect of the number over five (5);
- (d) where no adult female in receipt of the minimum wage is employed, junior female workers in the proportion of one (1) to each male worker in receipt of the minimum adult wage may be employed;
- (e) where the number of adult female workers employed does not exceed twelve (12) the proportion of junior female workers that may be employed shall not exceed two (2) to one (1);
- (f) where the number of adult female workers employed exceeds twelve (12) the proportion of junior female workers that may be employed in respect of the excess shall not exceed three (3) to each two (2) adult female workers.

(ii) In computing the number of junior workers to be allowed under this clause all clerical workers in the establishment shall be taken into consideration.

18.—Certificate of Age, etc.

Male workers twenty-five (25) years of age and under, and female workers twenty-three (23) years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) name in full;
- (b) date of birth;
- (c) name of each previous employer;
- (d) class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully mis-state his age in the certificate, then he alone shall be guilty of a breach of this Award.

19.—General.

(a) In the event of the death of a worker, the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

20.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-41, this Award shall operate for a period of three (3) years from the beginning of the first pay period commencing after the date hereof.

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 23rd day of December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 23rd day of December, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

SCHEDULE OF RESPONDENTS

James Kiernan Ltd., 69 Milligan Street, Perth.
 R. C. Sadler Ltd., 15 Howard Street, Perth.
 Frank Cadd & Co. Ltd., 213 Murray Street, Perth.
 Sumpton & Son, Phillimore Street, Fremantle.
 Frank Manford Ltd., Pakenham Street, Fremantle.
 Eric Barnard Ltd., 22 Mill Street, Perth.
 Bays Transport Service, 215-237 Hay Street, Subiaco.
 Blackburn & Sons Ltd., 18 William Street, Perth.
 A. G. Brice, 48 Mouatt Street, Fremantle.
 R. K. Bulloch, 305 Wellington Street, Perth.
 T. Clarke & Co., 581 Wellington Street, Perth.
 Cornelius Nayler & Co., 517 Murray Street, Perth.
 F. W. Churcher & Co., 26-36 Henry Street, Fremantle.
 Daly Bros., 41 Phillimore Street, Fremantle.
 J. H. Dickenson, 37 Phillimore Street, Fremantle.
 C. J. Ellershaw & Co. Ltd., 23 Cliff Street, Fremantle.
 George Evans & Co., 30 Mouatt Street, Fremantle.
 Fletcher's Transport Service, 363 Murray Street, Perth.
 Gills' Transport Service, 17 Cantonment Street, Fremantle.
 Grieve & Piper, 28 Mouatt Street, Fremantle.
 Johnson & Collins, 34 High Street, Fremantle.
 Kelly & Harman, 609 Wellington Street, Perth.
 G. S. Murray & Co. Ltd., Cnr. High and Pakenham Streets, Fremantle.
 Moullin & Co. Ltd., 105 St. George's Terrace, Perth.
 R. P. North & Co. Ltd., 749 Wellington Street, Perth.
 Russell's Delivery Service, 702 Wellington Street, Perth.
 F. J. Sherborne, 28 High Street, Fremantle.
 Stevenson & Holland, 15 Pakenham Street, Fremantle.

INDUSTRIAL AGREEMENT.

No. 48 of 1948. (Registered 19/11/48.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this 15th day of November, 1948, between the Metropolitan and South Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia of the one part, and the State (W.A.) Alunite Industries of the other part, whereby it is mutually agreed as follows:—

1.—Term.

The term shall be for a period of one year from the date hereof.

2.—Scope.

The Agreement shall cover all workers employed by the State (W.A.) Alunite Industries of categories coming under the above Union in the State of Western Australia.

3.—Rates of Wages.

(a) Basic Wage:—	Per Week.		
	£	s.	d.
Metropolitan Area	6	1	7
Elsewhere in the South West Land Division	6	1	3
Goldfields and other parts of the State	6	9	6

(b) District Allowance: A district allowance of 5s. per week shall be payable to all employees. This allowance covers a week, whether of six or seven days. For a period of less than six days, one-seventh of the above shall be payable for each day or part thereof.

Margin
Per Week.
£ s. d.

(c) Margin for Skill:—

- | | | | |
|---|----|----|---|
| i. Engine driver who shall also supervise all auxiliary equipment in and around power house, such as pumps, feed water heaters, dynamos, motors, switchboards, etc. | 1 | 17 | 6 |
| ii. Fireman on steam boiler | 13 | 6 | |
| iii. (a) Firemen attending gas producers | 18 | 6 | |
| (b) Leading firemen shall receive 1s. per day extra: Provided that if two or more firemen are employed on one shift, one shall be paid as a leading fireman. | | | |
| iv. Driver of navvies, dragline excavators or dredge type excavators | 2 | 9 | 0 |
- Note: This does not include driver of tractor drawn excavator or driver of "Tournapull."

4.—Hours of Work

(a) Day Workers: The week's work for a day worker shall consist of forty (40) hours to be worked in five (5) days of eight (8) hours each Monday to Friday, inclusive. Overtime shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter. Work carried out on Sundays shall be at the rate of double time, except in connection with repairs to the employer's machinery which has broken down and caused a stoppage of operations, when the rate of time and a half shall apply. If a worker is called upon to work without a break of eight (8) hours from the end of the preceding shift, he shall be paid at the rate of time and a half until he is allowed a break of at least eight (8) hours.

(b) Continuous process and other continuous shift workers:—

- i. The normal hours of work excluding work performed on Sundays shall be eighty (80) per fortnight, to be worked in ten (10) shifts of eight (8) hours each, including crib time.
- ii. All time worked in excess of or outside of the normal hours of eight (8) per shift shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter. Work done on Sundays shall be paid at the rate of time and a half for a shift of eight (8) hours and double time for any time over eight (8) hours: Provided that a worker who has worked his ten (10) shifts of eight (8) hours, excluding Sunday, and is called upon to perform another shift other than a Sunday shall be paid at overtime rates. Time worked on Sunday shall stand alone and shall not be included in the weekly hours for the purpose of calculating overtime.

(c) Shift workers other than day shift workers shall be paid five per cent. (5%) in addition to their ordinary rates for afternoon shift and seven and one-half per cent. (7½%) for night shift.

(d) Shift rates shall not be cumulative on Sunday penalty rate.

(e) In the event of a Court delivering a decision on penalty rates for weekend work, liberty is reserved to the parties to apply for amendment of this clause.

5.—Annual Leave.

- (a) i. 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.
- ii. Seven-day shift workers, i.e., shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed, in addition to sub-clause (a) (i) hereof, seven (7) consecutive days' leave, including non-working days.

Where an employee with twelve (12) months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the part of two (2) weeks' consecutive days' annual leave described in subclause (a) (i) hereof increased by half a day for each month he is continuously engaged as aforesaid.

(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) 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.

(d) 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.

(e) Any worker who may resign or be dismissed from the service for any cause, other than for speculation 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 speculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(f) 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 Department of its right to retain such workers to work during the close-down period as may be essential.

(g) "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.

(h) The provisions of this clause shall not apply to casual workers.

6.—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.

(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 were 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) 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. Where the worker

is on duty or available on the working day immediately preceding a holiday, or resumes duty or is available on the working day immediately following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

(f) A casual worker shall not be entitled to payment for any holiday referred to in this clause.

7.—Mixed Functions.

If a worker be employed on work classified at a higher minimum than his ordinary work for more than two hours in any shift, he should be paid the minimum rate for such work for the whole of that shift. If he is employed for less than two hours, he should be paid at his ordinary rate for the whole shift.

8.—Accident Pay.

In the event of a worker meeting with an accident during the shift, or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift and be paid accordingly.

9.—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 daily contract, terminable on either side by one (1) day's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provision of clause 16 hereof, as to payment for absence on account of illness.

(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.

10.—Relieving Engine Drivers.

Relieving engine drivers who are not employed full time at relieving shall be found other suitable work to make up full time, for which they shall be paid at the rate of the highest classification worked during the shift.

11.—Dirty Work.

Workers engaged in cleaning the inside of producers, scrubbers, or engine crank cases, shall be paid 6d. per hour extra while employed on such work.

12.—Boiler Cleaners.

Any person engaged inside the gas or water space of a boiler shall be paid at the rate of 9d. per hour in addition to his ordinary rates.

13.—Casual Workers.

Casual workers shall be paid ten per cent. (10%) over the usual rate in this Award for the employee's occupation. A casual worker is one for whom work over a period of one week, not counting holidays, is not provided by the employer.

14.—Union Official.

A duly accredited official of the Union shall be allowed to collect union fees at the offices of the works on pay days, and shall be allowed to inspect time sheets and pay sheets relating to any worker affected by this Award, and make extracts therefrom.

15.—Board of Reference.

(a) A Board of Reference is to be appointed for the purpose of this Agreement. This Board shall consist of a chairman, who shall be a person selected by the representative of the parties and two other representatives, one to be the manager 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 the Agreement as being the subject matter of a decision of the Board;
- 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 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, 1912-1941, 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 any dispute by the Board.

16.—Absence Through Sickness.

- (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 hereunder shall in no case exceed one (1) week's wages during each calendar year in respect to each worker, but sick leave herein provided shall be allowed to accumulate, and any portion not used 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) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(c) No worker shall be entitled to the benefits 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 workers' own fault, neglect, or misconduct.

(e) Any sick leave not taken out in one year shall be credited to the worker and carried forward to the succeeding year.

17. This Agreement supersedes Agreement No. 11 of 1944 as amended.

In witness whereof the parties hereto have hereunder set their hands the day and year first hereinbefore written.

Signed for and on behalf of the State

(W.A.) Alunite Industry—

JAS. A. CHILD,
Secretary Board of Management.

In the presence of J. N. Griffin.

Signed for and on behalf of the Metropolitan and South Western Federated Engine Drivers and Firemen's Union of Workers.

G. A. BRADSHAW, Secretary.

In the presence of—

V. J. Barry.

INDUSTRIAL AGREEMENT.

No. 53 of 1948. (Registered 16/12/48.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this 9th day of December, 1948, between the Chief Secretary for the State of Western Australia (hereinafter referred to as "the employer") of the one part and the Western Aus-

tralian Barmaids and Barmen's Union of Workers, Perth (hereinafter referred to as "the Union") of the other part, whereby the said parties mutually agree as follows—

1.—Scope.

This Agreement shall apply to workers employed as barmaids or barmen in hotels in Western Australia under the control of the Chief Secretary.

2.—Wages.

	Per Week.		
	£	s.	d.
(a) Basic Wage:—			
Metropolitan Area, which for this purpose shall be taken to be that portion of the State comprised within a radius of fifteen (15) miles from the General Post Office, Perth:			
Males	6	1	7
Females	3	5	8
Agricultural Areas, being the South-West Land Division of the State, except such portion thereof as is comprised within the Metropolitan Area as defined herein:			
Males	6	1	3
Females	3	5	6
Goldfields Areas and all other portions of the State exclusive of the South-West Land Division:			
Males	6	9	6
Females	3	9	11
			Margin
			Per Week.
(b) Margins:—	£	s.	d.
Metropolitan Area—			
Barmaid	4	1	11
Barman	1	6	0
South-West Land Division—			
Barmaid	4	1	9
Barman	1	6	0
Goldfields—			
Barmaid	4	5	7
Barman	1	6	0

(c) Provided that in respect to any basic wage variations which may occur from time to time the margins prescribed for barmaids shall be increased or decreased by the amount required to enable the total wage prescribed for barmaids to increase or decrease by the same amount that the basic wage for barmen is increased or decreased as a result of such variation in order that the rates for barmaids and barmen shall remain equal.

(d) Where it is deemed necessary by the Executive or Board of Reference to grant a permit to board and reside on the premises, the amount to be deducted for same shall be £1.15.7 in the South-West Land Division (excluding the Metropolitan Area) and £1.18.8 in all other portions of the State (excluding the Metropolitan Area) and subject to any fluctuations in the basic wage.

3.—Residence.

Except as hereinafter provided no barmaid or barman shall board or reside upon the licensed premises of the employer by whom she or he is employed. The above shall not apply to—

- (a) any barmaid or barman who is the daughter or son of the licensee of the hotel in which she or he is working;
- (b) any employee agreed upon between the general manager of the State hotels and the Secretary of the Union. In the event of a disagreement, the dispute shall be determined by the industrial magistrate of the district concerned.

A district allowance of seven shillings (7s.) per week shall be paid at Gwalia. When computing overtime the district allowance shall not be paid as an addition to the day's pay.

4.—Hours.

(i) All work done in excess of forty (40) hours in any one week or of eight (8) hours in one day except as provided in (ii) hereof, or outside the rostered hours, or outside the daily spread of twelve (12) hours to be worked in not more than three periods, shall be

paid for at the rate of time and a third, such overtime rates to stand alone and be paid for separately and apart from the ordinary week's wages.

(ii) On Fridays and Saturdays nine (9) hours may be worked without incurring the payment of overtime.

(iii) All work done on Sundays shall be paid at the rate of double time.

(iv) Where considered practicable and with the approval of the Minister the working week of forty (40) hours may be worked in any five (5) of the six (6) days from Monday to Saturday inclusive.

(v) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(vi) The Union or worker or workers covered by this Agreement shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

5.—Uniforms.

Where the employer requires a barmaid or barman to wear a uniform while at work, the employer shall supply same and also maintain the same in reasonable state of cleanliness. Should the washing of the white coats be done by arrangement at the expense of the barman, the sum of three shillings (3s.) shall be provided by the employer per week to defray such cost.

6.—Meal Time.

A barmaid or barman shall be allowed one hour between the hours of 12 noon and 2 o'clock, and on every evening when required to work after 6 o'clock one hour between the hours of 5 o'clock and 7 o'clock for tea.

7.—Weekly Half Holiday and Late Nights.

A barmaid or barman shall not be called upon to work later than 6.30 p.m. on more than four (4) nights per week inclusive of the weekly half holiday. Each barmaid or barman shall be allowed one half holiday per week, the half holiday to start not later than 1 o'clock.

8.—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) i. Subject to paragraph (ii), when computing the annual leave due under this clause no deduction shall be made from such leave in respect to 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 months only of any such period shall count as service for the purpose of computing annual leave.

(d) 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.

(e) 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.

(f) "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.

(g) Upon annual leave becoming due it shall be taken at a time agreed upon in writing between the worker and the employer, but if the agreed date of commencement is postponed at the request of the employer he shall pay double time for all work done after the agreed date, and in no case shall the money be paid instead of the leave.

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, Christmas Day and Boxing Day.

(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) 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. Where the worker is on duty or available on the working day immediately preceding a holiday, or resumes duty, or is available on the working day immediately following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

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 to 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) This 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.

11.—Notice.

One week's notice of termination of employment shall be given on either side.

12.—Term.

This Agreement shall operate for a period of three years from its execution. Liberty is reserved to the parties to vary this Agreement in respect to the overtime rate prescribed herein if the existing overtime rate of time and a third in this industry be varied by any subsequent determination of the State Court of Arbitration.

13.—Record Book.

(a) Each employer shall keep or cause to be kept at his business premises record books in which shall be entered the name of each worker, the time each worker commences and ceases work each day, the total number of hours and the amount of overtime worked, the time worked on the holidays mentioned in clause 9 and on any Sunday, the amount of wages and overtime paid and the worker's signature therefor.

(b) The worker and the employer shall be jointly responsible for the proper posting of the record book daily.

(c) Such record books shall be so kept as to be open to and available for inspection by an accredited representative of the Union during the usual office hours.

14.—Definition.

In this Agreement the words "barmaid" or "barman" shall mean any person over the age of twenty-one years employed in the sale of liquor by retail in any hotel covered by this Agreement.

15.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages employees generally shall apply to workers covered by this Agreement.

This Agreement shall take effect from the date hereof and shall supersede Agreement No. 2 of 1938, which is hereby cancelled.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed by the said Chief Secretary of the State of Western Australia.

(Sgd.) H. S. W. PARKER.

Witness—

(Sgd.) G. W. Giles.

Signed by the President and Secretary of the said Western Australian Barmaids and Barmen's Union of Workers, Perth, W.A., on behalf of the Union and sealed by them with the Seal of the Union and under the authority of same, in the presence of—

Witness—

(Sgd.) G. F. Keating.

(Sgd.) H. HOBBS, President.

(Sgd.) W. JOHNSON, Secretary.
[L.S.]

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 249 of 1948.

In the matter of an Industrial Agreement dated the 21st day of July, 1946, made between the Minister for Works, Minister for Lands, Minister for Agriculture, Commissioner of Railways and the Commissioner of Main Roads (hereinafter called "the employers") and the Australian Workers' Union, Westralian Branch, Industrial Union of Workers (hereinafter called "the Union") registered on the 4th day of September, 1946, No. 3 of 1946, as varied by Industrial Agreement dated the 16th day of November, 1946, and registered on the 19th day of December, 1946, No. 9 of 1946, which said Industrial Agreement was on the 15th day of August, 1947, declared to be a Common

Rule and in the matter of an application by the Union for amendment of the said Industrial Agreement.

UPON hearing Mr. W. Hodsdon on behalf of the Union and Mr. A. B. Stannard and Mr. J. A. Faulkner on behalf of the employers, and by consent, the Court doth declare that Industrial Agreement dated the 21st day of July, 1946, registered on the 4th day of September, 1946, and numbered 3 of 1946, as varied by Industrial Agreement dated the 16th day of November, 1946, registered on the 19th day of December, 1946, and numbered 9 of 1946, declared a Common Rule on the 15th day of August, 1947, be and the same is hereby varied in the terms of the Schedule annexed hereto.

Dated at Perth this 27th Day of October, 1948.

By the Court,

(Sgd.) E. A. DUNPHY, President.

[L.S.]

5.—Wages.

Delete this clause and insert in lieu thereof the following:—

Basic Wage—	£	s.	d.
(a) Metropolitan Area	5	17	5
(b) Elsewhere in South West Land Division	5	17	1
(c) Other portions of State	6	5	10

The following weekly margins over the basic wage, as declared from time to time by the Arbitration Court, shall be paid:—

	£	s.	d.
1. Foreman in charge—under 6 men ..	1	2	6
2. Foreman in charge—6 men and over	1	7	0
3. Survey hand	9	0	0
4. Cook	9	0	0
5. Cook (when cooking for more than 6 men including himself)	19	6	0

Note:—

(a) A cook required to work 7 days per week shall be paid the above margin plus $\frac{1}{4}$ of the basic wage and margin to cover overtime and Sunday work.

(b) A cook shall be entitled to reasonable assistance when more than fourteen (14) persons are to be cooked for.

(c) The recognised washing to be done by the cook shall be all tablecloths, towels, covers for provisions. A cook shall not be permitted to wash the clothes of any of the members of the survey party.

6. Probationer	nil		
7a. Survey worker-motor driver (Metropolitan area) who drives and services a vehicle in addition to field work	14	6	0
7b. Survey worker-motor driver (outside Metropolitan area) who drives, services and maintains a vehicle in addition to field work (covers all overtime and Sunday work other than driving on a Sunday for departmental requirements)	1	17	6
8. Survey hand who drives, feeds and grooms horses or who performs these duties in addition to field work shall be paid:—			

One horse 13 6

Two horses 1 1 6

Provided he shall receive an additional allowance of 7s. 6d. per week for one horse or 11s. 3d. per week for two horses if required to feed and groom horses, grease vehicles, and attend to harness outside his ordinary working hours and at week ends.

9. Instrument hand, other than Lands Department	2	2	0
10. Senior hand, Lands Department	2	2	0
11. Survey hand—first class	18	0	0

Wages.—*continued.*

12. Casual workers—

- (a) Casual workers shall be paid 10% over the rates provided by this Agreement for the particular employees' occupation.
- (b) A casual worker shall mean one for whom work over a period of one week not counting holidays is not provided by the Department.

6.—Camp Allowance.

Delete this clause and insert in lieu thereof the following:—

(a) Workers required to camp at or near the job shall be paid an allowance of 20s. per week where a cook is not provided at the Department's expense. Where a cook is so provided, or in the case of a flying camp when there is a cook in the main camp and cooked food is supplied regularly from the main camp the allowance shall be reduced to 10s. per week.

For broken periods, this particular allowance shall be calculated at 1/6th, viz., 3s. 4d. per day and 1s. 8d. per day respectively.

(b) In districts 5 and 6 referred to in clause 21, the allowance shall be 7s. per week. Where a cook is not provided at the Department's expense workers shall receive 1s. per day for each working day in addition to the allowance of 7s.

For broken periods this allowance of 7s. shall be calculated at 1/6th, viz., 1s. 2d. per day.

(c) The above allowance covers a week of five, six or seven days.

These amendments shall come into force as from the date hereof.

Wages.—*continued.*

(c) Construction—	Margin					
	Minimum		Maximum			
General foreman, construction, in charge of more than two foremen	£	s.	d.	£	s.	d.
.. .. .	4	10	0	5	5	0
Junior general foreman	3	15	0	4	10	0
Foreman, construction	3	0	0	3	15	0

(The wage for each foreman shall be determined by the Principal Engineer, Metropolitan Water Supply, Sewerage and Drainage [see clause 10 for right of appeal].)

4.—Hours and Overtime.

The present conditions relating to working hours and overtime shall continue, provided that when systematic overtime is worked by construction foremen they shall be entitled to such overtime at the rate of time and a half, but this shall not apply to the additional time usually and necessarily worked by foremen as part of their ordinary duties prior to and after the usual starting and finishing hours.

5.—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 an employee by the Minister after a period of twelve months' continuous service with the Department.

(b) If an award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee 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) An employee 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 employee terminate or be terminated prior to the completion of twelve months' continuous service, the said employee 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 an employee is on annual leave and/or holidays: Provided that no deductions shall be made for any approved period an employee 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 months only of any such period shall count as service for the purpose of computing annual leave.

(e) In the event of an employee being employed by the Minister 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 employee 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, employees 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 employees at work during the close down period as may be essential.

INDUSTRIAL AGREEMENT.

No. 50 of 1948. (Registered 30/11/1948.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this 25th day of November, 1948, between the Hon. Minister for Water Supply, Sewerage and Drainage (hereinafter referred to as "the Minister"), of the one part, and the Coastal and Eastern Goldfields Government Water Supply, Sewerage and Drainage Employees' Industrial Union of Workers (hereinafter referred to as "the Union"), of the other part, whereby the said parties mutually covenant and agree as follows:—

1.—Scope.

This Agreement shall apply to foremen not already provided for by awards or industrial agreements to which the Minister is a party.

2.—Area.

This Agreement shall have effect in the Metropolitan Water Supply, Sewerage and Drainage Area as defined under the Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

3.—Wages.

(a) Basic Wage:	Per Week.	
	£	s. d.
Metropolitan Area	6	1 7
South-West Land Division (excluding Metropolitan Area)	6	1 3

(b) Maintenance.	Margin					
	Minimum		Maximum			
	£	s.	d.	£	s.	d.
Foreman attending pumps	4	10	0	5	2	0
Foreman water supply maintenance, Perth	3	15	0	4	10	0
Foreman, sewerage maintenance, Perth	3	15	0	4	10	0
Foreman water supply maintenance, Kelmscott	3	0	0	3	15	0
Foreman water supply maintenance, Fremantle	2	5	0	3	0	0
Foreman water supply maintenance, Midland Junction	2	5	0	3	0	0
Assistant foreman, water supply	2	5	0	3	0	0

(h) "Ordinary wages" for the purpose of subclause (a) hereof shall mean the rate of wage the employee has received for the greatest proportion of the calendar month prior to his taking the leave.

6.—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 employees 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, Christmas Day, Boxing Day and Union Picnic Day, which shall be the last Monday in November.

(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 employee so agrees.

(c) In the case of employees 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) When an employee 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. Where the employee is on duty or available on the working day immediately preceding a holiday, or resumes duty, or is available on the working day immediately following a holiday, as prescribed in this clause, the employee shall be entitled to a paid holiday on all such holidays.

7.—Sick Leave.

Sick leave not exceeding one week's pay in each year of service shall be granted to employees having not less than one month's continuous service, on production of an adequate medical certificate or other evidence satisfactory to the officer in charge.

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.

8.—Contract of Service.

Wages shall be paid weekly. The engagement shall be terminable by one week's notice on either side. An employee may, however, be summarily dismissed for misconduct or dereliction of duty.

9.—Oilskin Coats.

Foremen shall be issued with an oilskin coat at the rate of one coat every two years.

10.—Board of Reference.

(a) A Board of Reference is hereby appointed for the purposes of this Agreement.

(b) Such Board shall consist of a chairman and two (2) members, one nominated by the Minister, and one nominated by the Union.

(c) The chairman shall be some other person agreed upon by the parties, but if the parties are unable to agree upon an appointment, the parties hereby agree to accept as chairman any person nominated by the Court of Arbitration.

(d) On the chairman and members being appointed, the Board shall be deemed to be constituted.

(e) There are assigned to the 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. deciding any dispute which under the terms of the Agreement may be decided by the Board of Reference, including any appeal against the margin fixed by the Principal Engineer, Metropolitan Water Supply, Sewerage and Drainage:

Provided such appeal is lodged with the chairman of the Board of Reference within one month from the date the margin is fixed;

iii. deciding any other matter that the Minister may refer to such Board from time to time.

(f) The Union agrees that there shall be no interruption in the work of the Minister over any matter within the jurisdiction of the Court or the Board.

(g) The decisions of the Board shall be recorded in writing, and such decisions shall be conclusive. A signed copy of the decisions shall be forwarded to each of the parties hereto.

(h) The Board shall sit at such times and places as the chairman shall direct.

(i) The decision of the Board shall be the decision of the majority.

(j) With the consent of the chairman either party may at any time vary its nomination of representative member.

11.—Fares.

(a) Employees engaged on construction or reconstruction work situated more than one (1) mile by the shortest possible route from the nearest railway station or public transport facility shall receive sixpence (6d.) per day in addition to their ordinary pay, plus sixpence (6d.) per day for every additional half (½) mile walked, unless travelling in the Minister's time.

(b) Where the Minister provides transport to the nearest railway station or transport facility, employees shall travel in their own time and receive no allowance.

12.—Camp Allowance.

Employees who are obliged to live in a tent at or near the works shall receive an allowance of twenty shillings (20s.) per week, when no cook is provided at the department's expense.

Where a cook is so provided, the camp allowance shall be reduced to ten shillings (10s.) per week.

For broken periods this particular allowance shall be calculated at one-fifth (1/5th), i.e., four shillings (4s.) and two shillings (2s.) respectively. The above allowance covers a week of five, six, or seven days.

13.—Away from Home Allowance.

When an employee is instructed to proceed on duty from the place where he is then or is usually employed to any place where he cannot return to his abode at night, he shall receive as expenses an amount of two shillings (2s.) per item per day, or reasonable expenses. "Item" means breakfast, dinner, tea, and bed.

14.—Relieving Foreman.

When an employee is relieving a foreman, he shall be paid not less than his existing rate of pay, and in any case not less than the minimum rate payable to a foreman.

15.—Camp Equipment.

Stretchers, mattresses, pillows, and requisite cooking utensils shall be provided by the department for employees who are obliged to camp at or near the works.

16.—Term.

This Agreement shall come into operation from the date hereof and remain in force for a period of one (1) year.

In witness whereof the parties hereto have hereunder set their hands and seals the day and year first hereinbefore written.

Signed by the said Minister for Water Supply, Sewerage and Drainage.

(Sgd.) VICTOR DONEY.

(Sgd.) J. C. Hutchinson, Witness.

[L.S.]

The Common Seal of the Coastal and Eastern Goldfields Government Water Supply, Sewerage and Drainage Employees' Industrial Union of Workers was hereto affixed in the presence of—

C. H. Windsor, President.

E. L. Hodges, Secretary.

MARKETING OF BARLEY ACT, 1946.

Certificate by Returning Officer of Result of an Election. I, LESLIE GRAHAM STOREY, being the Returning Officer duly appointed for the purpose of the regulations made under the Marketing of Barley Act, 1946, do hereby certify as follows:—

(a) That in accordance with the said regulations, I have called for nominations for one elective member of the Board which closed at noon on the 25th March, 1949.

(b) The only nomination received was Henry Leake Kelsall, of "Exmoor," Moora, farmer.

(c) That as the result I duly declare Henry Leake Kelsall to have been duly elected as an elective member of the Board as from 13th May, 1949, for a period of two years.

Dated the 30th day of March, 1949.

L. G. STOREY,
Returning Officer.

COAL MINES REGULATION ACT, 1902-1926.

Department of Mines,
Perth, 24th March, 1949.

1131/47.

THE Hon. the Minister for Mines has been pleased to make the following appointment:—

William Cunningham, as a member of the Committee of the Collie Coal Mines Accident Relief Fund Trust for a period of 12 months as from the 30th day of March, 1949.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

THE MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Leonora, 14th March, 1949.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the under-mentioned Mining Tenements in accordance with Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) M. HARWOOD,
Warden.

To be heard at the Warden's Court, Leonora, on Friday, the 6th day of May, 1949.

No. of Area, Name of Registered Holder, Address,
Reason for Resumption.

MT. MARGARET GOLDFIELD.

Mt. Malcolm District.

Garden Areas.

- 25C—Miller, Louise Bertha; Leonora; non-payment of rent.
49C—Poletti, Guiseppina; Leonora; non-payment of rent and no Miner's Right.
61C—Newbon, Arthur; Leonora; non-payment of rent.
62C—Poletti, Lino; Leonora; non-payment of rent and no Miner's Right.
64C—Smith, Bernard Desmond; Leonora; non-payment of rent.
69C—Sutherland, James; Leonora; non-payment of rent and no Miner's Right.
70C—Stokes, Ethel Cecilia; Leonora; non-payment of rent.
72C—Sealorn, William James; Leonora; non-payment of rent.
75C—McNamara, William; Leonora; non-payment of rent and no Miner's Right.
78C—Hay, William Thomas; Leonora; non-payment of rent.
80C—Bordoni, Vittorio; Gwalia; non-payment of rent and no Miner's Right.

Water Rights.

- 193C—Fanetti, Marianna; Leonora; non-payment of rent.
203C—Money, John Griffin, and Money, Jean Inglis; Tarmoola; non-payment of rent.
205C—Robertson, George Norman; Melrose Station, Darlot; non-payment of rent.
211C—Hadfield, Herbert Thomas; Leonora; non-payment of rent.
213C—Wright, William Henry, and Wright, Samuel Alfred; Leonora; non-payment of rent.
215C—Dowson, Robert; Leonora; non-payment of rent.

Business Areas.

- 164C—Roe, Albert Alfred; Leonora; non-payment of rent.
257C—Hawker Chomley & Co. Ltd.; Sturt Meadows; non-payment of rent.

NORTH COOLGARDIE GOLDFIELD.

Niagara District.

Water Rights.

- 114G—Kookynie Pastoral Co. Pty. Ltd.; c/o W. Bright, Kookynie; non-payment of rent and no Miner's Right.
115G—Vickery, Arthur; c/o W. G. Moore, 90 Maritana Street, Kalgoorlie; non-payment of rent.
116G—Vickery, Arthur; c/o W. G. Moore, 90 Maritana Street, Kalgoorlie; non-payment of rent.

Machinery Area.

- 65G—Owen, Rupert Heyward, and Owen, Ralph; Kookynie; non-payment of rent.

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, 30th March, 1949.

THE following appointments have been approved:—

R.G. No. 27/46—Mr. Alfred Norman Deas, temporarily as Assistant District Registrar of Births and Deaths for the East Coolgardie Registry District, to maintain an office at Coolgardie, during the absence on sick leave of Mr. Bernard Michael Smith; appointment to date from 24th March, 1949.

R.G. No. 52/42—Constable Leslie William Menhennett, temporarily as Assistant District Registrar of Births and Deaths for the Wellington Registry District, to maintain an office at Donnybrook, during the absence on leave of Constable Herbert Clifford Catt; appointment to date from 21st March, 1949.

R.G. No. 107/39—Sergeant Walter Albert Plunkett, temporarily as District Registrar of Births, Deaths and Marriages for the Port Hedland Registry District, to maintain an office at Port Hedland, during the absence on leave of Mr. Albert Edward Clark; appointment to date from 18th March, 1949.

R.G. No. 117/42—Mr. Harry Cullen, temporarily as Assistant District Registrar of Births and Deaths for the Wellington Registry District, to maintain an office at Collie, during the absence on leave of Mr. David Henry Hann; appointment to date from 18th March, 1949.

R. J. LITTLE,
Registrar General.

COMPANIES ACT, 1943-1947.

Notice of Final Meeting of Shareholders.

Pursuant to Section 242 (2).

Mt. Lawley Ice & Cool Storage Limited.
(in Liquidation).

NOTICE is hereby given that the Final Meeting of shareholders of the above Company will be held at the office of the Liquidator, 68 St. George's Terrace, Perth, on the 2nd day of May, 1949, at 3 p.m., for the purpose of receiving the Liquidator's account of the winding up.

R. GOYNE MILLER,
Liquidator.

R. Goyne Miller & Co., Chartered Accountants (Aust.),
68 St. George's Terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of W. J. Barnes Pty. Limited. NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to W. J. Barnes Pty. Limited.

Dated this 24th day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Forrestfield Engineering Works 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 Forrestfield Engineering Works Pty. Ltd.

Dated this 28th day of March, 1949.

G. J. BOYLSON,
Registrar of Companies.

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

COMPANIES ACT, 1943-1947.

Form No. 22.

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

NOTICE is hereby given that Cossack Lightering and Traders Limited, has by a special resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Cossack Lightering and Traders Pty. Ltd.

Dated the 29th day of March, 1949.

G. J. BOYLSON,
Registrar of Companies.

COMPANIES ACT, 1943-1947.

Notice of Change of Company Name.

Section 30 (5).

Chas. E. Bolt & Co. Limited.

NOTICE is hereby given that Chas. E. Bolt & Co. Limited has by a special resolution of the Company and with the approval of the Registrar of Companies signified in writing changed its name to C. E. Bolt Proprietary Limited.

Dated the 25th day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

COMPANIES ACT, 1943-1947.

Notice of Intention to Cease Business
in Western Australia.

Pursuant to Section 337.

The Rapid Results College (Australia) Proprietary Limited (In Liquidation).

NOTICE is hereby given that The Rapid Results College (Australia) Proprietary Limited (In Liquidation), a company registered under Part XI of the Companies Act, 1943-1947, and having its registered office at 47 St. George's Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 25th day of June, 1949.

Dated this 22nd day of March, 1949.

(Sgd.) P. R. ADAMS,
Agent.

Stone, James & Co., 47 St. George's Terrace, Perth,
Solicitors for the said Company.

COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office.

Pursuant to Section 99 (4).

T. F. Hantke Pty. Ltd.

NOTICE is hereby given that the Registered Office of T. F. Hantke Pty. Ltd. is situated at 294 Murray Street, Perth, and that the days and hours during which

such office is accessible to the public are as follows:—
Week days (excluding Saturdays and holidays), 10 a.m. to 12 noon and 2 p.m. to 4 p.m.

Dated this 21st day of March, 1949.

T. F. HANTKE,
Director.

Robinson, Cox, McDonald & Louch, of 20 Howard Street, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1946.

Notice of Special Resolution for Voluntary Winding Up.

Pursuant to Section 232 (1).

NOTICE is hereby given that at a general meeting of The Midland Mining Company Limited duly convened and held at the Builders' Exchange, Commercial Union Chambers, St. George's Terrace, Perth, on Tuesday the 22nd day of March, 1949, at 3 o'clock in the afternoon, the following special resolution was duly passed:—"That the Company be wound up voluntarily and that Mr. Charles Adrian Keith Stacy, Chartered Accountant (Aust.), of 44 St. George's Terrace, Perth, be and he is hereby appointed Liquidator for the purpose of such winding up."

Dated the 23rd day of March, 1949.

R. E. CALTHROP,
Chairman of Meeting.

COMPANIES ACT, 1943-1946.

Notice of Change in Situation of Registered Office.

Pursuant to Section 99 (4).

Newdegate Hotel Proprietary Limited.

NOTICE is hereby given that the Registered Office of Newdegate Hotel Proprietary Limited was, on the 16th day of March, 1949, changed to and is now situated at 81 St. George's Terrace, Perth.

Dated this 16th day of March, 1949.

J. E. MITCHELL,
Secretary.

COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office of a Company, Incorporated Outside Western Australia, which Carries on Business within Western Australia.

Pursuant to Section 330 (4).

J. A. Hemphill & Son Proprietary Limited.

To the Registrar of Companies:

J. A. HEMPHILL & SON PROPRIETARY LIMITED hereby gives notice that the Registered Office of the Company was on the 30th day of May, 1939, changed to and is now situated at Third Floor, Warwick House, 63 St. George's Terrace, Perth, in the State of Western Australia.

Dated this 23rd day of March, 1949.

(Sgd.) L. G. STOREY,
Agent in Western Australia.

COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office of a Company, incorporated outside Western Australia, which carries on Business or is about to carry on Business within Western Australia, and of the Days and Hours during which such Office is accessible to the Public.

Pursuant to Section 330 (4).
Snow Elliott & Co. Pty. Limited.

To the Registrar of Companies:

SNOW ELLIOTT & CO. PTY. LIMITED hereby gives notice that the Registered Office of the Company is situated at 51 King Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—9 a.m. to 1 p.m. and 2 p.m. to 5 p.m., from Monday to Friday, inclusive.

Dated this 18th day of March, 1949.

E. B. KERR,
Agent in Western Australia.

COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is accessible to the Public.

Pursuant to Section 99 (4).
W. J. Barnes Pty. Limited.

NOTICE is hereby given that the Registered Office of W. J. Barnes Pty. Limited is situated at 359 Murray Street, Perth, and that the days and hours during which such office is accessible to the public are:—Mondays to Fridays (inclusive) other than public holidays, 9 a.m. to 4 p.m.

Dated this 23rd day of March, 1949.

ACKLAND & WATKINS,
89 St. George's Terrace, Perth,
Solicitors for the Company.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of T. F. Hantke 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 T. F. Hantke Pty. Ltd.

Dated this 21st day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of W.A.B. 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 W.A.B. Pty. Ltd.

Dated this 17th day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of S. W. Godden 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 S. W. Godden Pty. Ltd.

Dated this 18th day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Western Shopfitters 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 Western Shopfitters Pty. Ltd.

Dated this 16th day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of H. W. Newing 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 H. W. Newing Pty. Ltd.

Dated this 18th day of March, 1949.

E. LAWSON TURNBULL,
Acting Registrar of Companies.

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

COMPANIES ACT, 1943-1947.

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

NOTICE is hereby given that Westralian Tutt Bryant Pty. Limited has, by a special resolution of the Company and with the approval of the Registrar of Companies, signified in writing, changed its name to Westfarmers Tutt Bryant Pty. Limited.

Dated the 4th day of March, 1949.

T. MACFARLANE,
Deputy Registrar of Companies.

COMPANIES ACT, 1943-1947.

Notice of Increase in Share Capital beyond the Registered Capital.

Hugo Fischer Pty. Limited.

1. HUGO FISCHER PTY. LIMITED, of 573 Wellington Street, Perth, hereby gives notice that by a resolution of the Company passed on the 21st day of March, 1949, the nominal share capital of the Company was increased by the addition thereto of the sum of twenty-seven thousand five hundred pounds divided into 27,500 shares of one pound each beyond the registered capital of two thousand five hundred pounds.

2. The additional capital is divided as follows:—No. of Shares—10,000 and 17,500; Class of Shares—Preference and Ordinary, respectively; Nominal Amount of each Share—£1.

3. The conditions (e.g., voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows:—Ordinary shares on the same conditions as the original ordinary shares; preference shares as follows:—

(a) They shall entitle the holders thereof to a fixed cumulative preference dividend at the rate of five pounds per centum per annum on the capital paid up thereon.

(b) They shall rank as regards capital in priority to the ordinary shares, and in the event of the winding up shall entitle the holders thereof to have the assets of the Company available for distribution among the members applied in the first place in paying up the capital paid up on the said preference shares, and in the second place in paying the said fixed cumulative preference dividend to the date of the commencement of the winding up, but the holders of such shares shall not be entitled to participate further in the available assets of the Company.

(c) The capital paid up on the said preference shares shall not be liable to cancellation or reduction in respect of any loss or depreciation of the assets of the Company.

(d) The Company shall not be at liberty to create or issue any preference shares ranking in priority to or *pari passu* with the said 10,000 preference shares save as hereinafter provided.

(e) The rights and privileges attached to the said preference shares may be modified, commuted, affected, or abrogated, and the right of the Company to issue preference shares in priority to or *pari passu* with the said preference shares may be granted to the Company by a special resolution passed at a separate general meeting of the holders of the said preference shares for the time being. Any such meeting shall be convened and conducted in all respects as nearly as possible in the same way as an extraordinary general meeting of the Company, provided that no member shall be entitled to notice of such meeting or to attend or vote thereat unless he be a holder of the said preference shares, and the quorum at any such meeting shall be members present in person or by proxy holding or representing at least one-half of the issued preference shares, and that at any such meeting a poll may be demanded by any two members present in person and entitled to vote.

(f) The holders of the said preference shares shall have the right to attend and to vote either in person or by proxy at any meeting convened for the purpose of reducing the capital or of winding up or sanctioning a sale of the undertaking of the Company, or to sanction the issue of any debenture or debentures, but otherwise shall have no right to attend or vote at a meeting of the Company unless and until and then for only so long as a dividend or dividends on the pre-

ference shares shall be in arrear for a period of more than six months after the close of the Company's financial year.

Dated the 23rd day of March, 1949.

E. EASTMAN,
Secretary.

Downing & Downing, 37 St. George's Terrace, Perth,
Solicitors for the Company.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Robert Burns Wait, late of 48 Third Avenue, Mount Lawley, in the State of Western Australia, Pensioner, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased must send particulars in writing thereof to the Executor, Harry William Synolt Gowland, care of the undersigned, on or before the 1st day of May, 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 such claims and demands of which he shall then have had notice.

Dated this 25th day of March, 1949.

LIONEL WESTON de MORLEY,
of McNeil Chambers, 9 Barrack
Street, Perth, Solicitor for the
Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Charles Hudson, late of 71 Mary Street, Fremantle, in the State of Western Australia, Insurance Agent, 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 Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 93 St. George's Terrace, Perth, on or before the 1st day of May, 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 March, 1949.

HARDWICK, SLATTERY & GIBSON,
of Victoria House, 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 and Codicil of Bridget Amy Durack, late of 76 Forrest Street, Mount Lawley, in the State of Western Australia, Spinster, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor, Douglas Joseph Davidson, of Wyndham, in the State of Western Australia, Business Manager, on or before the 1st day of May, 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 he shall then have received notice.

Dated this 24th day of March, 1949.

ROBINSON, COX, McDONALD & LOUCH,
20 Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frances Isabella Rose, late of "Dunmore," Railway Road, Kalamunda, in the State of Western Australia, Married Woman, deceased.

ALL claims and demands against the estate of the abovenamed deceased must be sent 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 1st day of May, 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 29th day of March, 1949.

SOLOMON & HAMMOND,
Solicitors,
70 St. George's Terrace, Perth.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Thomas Percival Radford, late of Railway Crescent, Mount Lawley, in the State of Western Australia, Wholesale Pastrycook, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executrix, care of Joseph, Muir & Williams, Victoria House, St. George's Terrace, Perth, on or before the 1st day of May, 1949, after which date the said Executrix 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 she shall then have had notice.

Dated the 28th day of March, 1949.

JOSEPH, MUIR & WILLIAMS,
Victoria House, St. George's Ter-
race, Perth, Solicitors for the
Executrix.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Maurice Heenan, late of 23 Martha Street, Beaconsfield, in the State of Western Australia, but formerly of White Peak, via Geraldton, in the said State, Retired Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are requested to send in particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 1st day of May, 1949, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 25th day of March, 1949.

FRANK UNMACK & CULLEN,
Solicitors for the Executor,
20 Queen Street, Fremantle.

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 30th day of March, 1949.

J. H. GLYNN,
Public Trustee,

A.N.A. House, 44 St. George's Terrace, Perth.

Name of Deceased, Occupation, Address, Date of
Death, Date Election filed.

Peterson, William Humphries; Market Gardener; late of Centre and Railway Streets, Queens Park; 9/9/48; 29/3/49.

Watson, Thomas Morgan (also known as Thomas Watson); Retired Miner; late of Wiluna; 29/11/48; 29/3/49.

Lania, Carmine (also known as Charlie Lania and Charlie Linea); Miner; late of Peken Street, Big Bell; 22/12/48; 29/3/49.

Foster, Charles Harold (also known as Charles Foster); Retired Miner; late of 30 Fuller Street, Norseman; 16/7/48; 29/3/49.

Wallace, George; Labourer; late of Grand Central Hotel, Wellington Street, Perth; 7/12/48; 29/3/49.

Cowan, Mary Stewart; Widow; formerly of 197 Lincoln Street, Perth, but late of Claremont; 4/9/48; 29/3/49.

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 me in writing on or before the 2nd day of May, 1949, after which date I 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 I shall then have had notice.

Dated at Perth the 30th 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.

O'Dwyer, Catherine; Married Woman; late of Larritt Street, Bendigo, in the State of Victoria; 21/1/43.

Bennett, Gordon Leigh; Commonwealth Public Servant; formerly of 39 Fourth Avenue, Inglewood, and

Name, Occupation, Address, Date of Death.

of 478 St. Kilda Road, Melbourne, in the State of Victoria, but late of 158 Waratah Avenue, Claremont; 9/10/48.

Renshaw, Frederick James; Farmer; late of Wubin; 26/2/49.

Watson, Thomas Morgan Allan (also known as Thomas Watson); Retired Miner; late of Wiluna; 29/11/48.

Peterson, William Humphries; Market Gardener; late of Centre and Railway Streets, Queens Park; 9/9/48.

Lania, Carmine (also known as Charlie Lania and Charlie Linea); Miner; late of Peken Street, Big Bell; 22/12/48.

Foster, Charles Harold (also known as Charles Foster); Retired Miner; late of 30 Fuller Street, Norseman; 16/7/48.

Wallace, George; Labourer; late of Grand Central Hotel, Wellington Street, Perth; 7/12/48.

Churchill, James; Retired Boilermaker; late of 18 Mathoura Street, Midland Junction; 10/1/49.

Turnley, Patriek; Retired Miner; late of 63 Johnson Street, Collic; 28/8/48.

Naylor, Richard; Retired Railway Employee; formerly of Spencer Street, South Bunbury, but late of 13 Francis Street, Perth; 19/1/49.

Badland, Ada Agnes; Married Woman; late of 13 Wills Street, Bayswater; 21/1/49.

Gill, Elsie; Widow; late of Manning Road, South Como; 6/1/49.

Davies, David; Retired Miner; formerly of 41 Mandurah Road, Fremantle, but late of 21 Arundel Street, Fremantle; 30/1/49.

Cowan, Mary Stewart; Widow; formerly of 197 Lincoln Street, Perth, but late of Claremont; 4/9/48.

P.W.W.S. 343/48.

PUBLIC WORKS ACT, 1902-1945.

LAND RESUMPTION.

Waroona Town Water Supply—Service Tank.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Murray District—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 31st day of March, 1949, been set apart, taken, or resumed for the purposes of the following public work, namely:—Waroona Town Water Supply—Service Tank.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 31690, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in His Majesty for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way, or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31690.	Owner or Reputed Owner.	Description.	Area.
....	Walter Roy Forrington	Portion of Murray Location 180, bounded on the north by two chains fifty links of the south boundary of Road No. 2596 on the west by one chain of the west boundary of Murray Location 180, and on the south and east by lines parallel and equal to the north and west boundaries respectively (Certificate of Title Volume 1017, Folio 356)	a. r. p. 0 0 38.7

Certified correct this 28th day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 31st day of March, 1949.

PUBLIC WORKS ACT, 1902-1945.

LAND ACQUISITION.

Bunbury Municipality—Truncation of Corner of Wittenoom and Stirling Streets for Road Purposes.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Bunbury Townsite—have, in pursuance of the written approval and of the consent under Section 220 of the Municipal Corporations Act, 1906-1945 of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 31st day of March, 1949, been compulsorily taken and set apart for the purposes of the following public work, namely:—Truncation of Corner of Wittenoom and Stirling Streets for Road Purposes.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are shown marked off on Plan, P.W.D., W.A., 31682 (L.T.O. Diagram 12108), which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in Municipality of Bunbury for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way or other easements whatsoever.

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31682.	Owner or Reputed Owner.	Description.	Area.
...	Ephraim Mayo Clarke, Richard William Lowe, James Dagley Gibbs, George Robert Teede, Harry Whittal Venn, George Shenton, Richard Watson Hardey, Robert Walker Campbell	Portion of Bunbury Town Lot 324 (Certificate of Title Volume 14, Folio 241)	a. r. p. 0 0 1.1

Certified correct this 25th day of March, 1949.

VICTOR DONEY,
Minister for Works.

JAMES MITCHELL,
Governor in Executive Council.

Dated this 31st day of March, 1949.

Public Works Act, 1902-1945.

Waroona Town Water Supply.

Service Tank.

ORDER IN COUNCIL.

P.W.W.S. 343/48.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1945, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, doth hereby authorise the Honourable Minister for Works to undertake, construct, or provide Waroona Town Water Supply—Service Tank, on the land shown coloured green on Plan P.W.D., W.A., 31690, which may be inspected at the office of the Minister for Works, Perth.

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

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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