



Government Gazette

OF

WESTERN AUSTRALIA.

[Published by Authority at 3.30 p.m.]

[REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER.]

No. 39.]

PERTH : FRIDAY, JULY 22.

[1949.

Bank Holidays, Broome and Perenjori.

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.

Monday, 15th August, 1949—Broome.

Friday, 2nd September, 1949—Perenjori.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

H. S. W. PARKER,
Chief Secretary.

GOD SAVE THE KING ! ! !

Health Act, 1911-1948.

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.

P.H.D. 666/49.

WHEREAS by section 314 of the Health Act, 1911-1948, it is enacted, *inter alia*, that the Governor may from time to time proclaim that the provisions of subsection (6) of section 314 of the said Act shall apply in respect of any district or part of a district; and

whereas it is desirable that districts be proclaimed accordingly: Now, therefore I, the said Governor, with the advice and consent of the Executive Council, do hereby proclaim that the provisions of subsection (6) of section 314 of the said Act shall apply in respect of the following districts constituted under the said Act:—

Claremont Municipal District.

Subiaco Municipal District.

Perth City Municipal District.

Perth Road District.

South Perth Road District.

Nedlands Road District.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

VAL. R. ABBOTT,
Minister for Health.

GOD SAVE THE KING ! ! !

Fisheries Act, 1905-1948.

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.

F.D. 154/45, Ex. Co. No. 1442.

WHEREAS by section 9 of the Fisheries Act, 1905-1948, it is provided that the Governor may, by Proclamation, prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified

term: Now, therefore, I, the said Governor, do hereby, in exercise of the powers aforesaid, and of every other power enabling me in this behalf, proclaim and declare as follows:—That all those portions of Western Australian waters defined in the Schedule hereto shall be closed against the use of fishing nets for a period from date of publication of this Proclamation in the *Government Gazette* till 31st December, 1951, inclusive.

Schedule.

All that area of Western Australian waters from the South-Western extremity of North Street, Cottesloe, and extending in a Northerly direction to a point one half-mile South of the drain at Swanbourne with a width of a quarter-of-a-mile from the foreshore.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

Corr. No. 184/49.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Sussex Location 2485 as registered in Certificate of Title, Volume 1023, Folio 583: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Sussex Location 2485 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

Corr. No. 185/49.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Sussex Locations 2443 and 2444 as registered in Certificate of Title, Volume 1025, Folio 801: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Sussex Locations 2443 and 2444 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

Corr. No. 186/49.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Sussex Location 1967 as registered in Certificate of Title, Volume 1023, Folio 608: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Sussex Location 1967 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

Corr. No. 1481/48.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of (firstly) Williams Locations 9381 and 11467 and (secondly) Williams Locations 1786, 1787, 1788, 1796, 2705, 2706 and portion of Williams Location 1795, as registered in Certificate of Title, Volume 1064, Folio 433: Now therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Williams Locations 9381, 11467, 1786, 1787, 1788, 1796, 2705 and 2706 and portion of Williams Location 1795 aforesaid, as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

Corres. No. 1670/47.

PURSUANT to section 1 of the Northampton Lands Resumption Act, 1948, I, the said Governor, do with the advice and consent of the Executive Council declare that the said Act shall come into operation on the 15th day of July, 1949.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most 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.

Corres. No. 5429/48.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; And whereas His Majesty is now the registered proprietor of Avon Locations 1155, 19916 and 19917 as registered in Certificate of Title, Volumes 9, 511 and 511, Folios 76, 129 and 130 respectively, and portion of Avon Location 22588 as registered in Certificate of Title, Volume 1100, Folio 819; Now, therefore, I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Avon Locations 1155, 19916, 19917 and portion of Avon Location 22588, aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most 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.

Corres. No. 497/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; And whereas His Majesty is now the registered proprietor of Nelson Location 9031 as registered in Certificate of Title, Volume 1067, Folio 991; Now, therefore, I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Nelson Location 9031 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most 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.

Corr. No. 4111/48.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Wickepin Agricultural Area Lots 54, 55 and 290 and Williams Locations 873, 7591 and 2442 as registered in Certificates of Title, Volumes 448, 832, 838, 779, 864 and 1048, Folios 157, 70, 97, 72, 93 and 885 respectively, portion of Wickepin Agricultural Area Lot 231 as registered in Certificate of Title, Volume 449, Folio 113, and portion of Williams Location 786 as registered in Certificate of Title, Volume 521, Folio 167: Now, therefore, I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Wickepin Agricultural Area Lots 54, 55, 290, Williams Locations 873,

7591 and 2442 and portions of each of Wickepin Agricultural Area Lot 231 and Williams Location 786 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

Dedication of Public Highway.

Collie Municipality.

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.

Corr. 4420/29.

WHEREAS by sections 223 and 225 of the Municipal Corporations Act, 1906-1947 (6 Edward, No. 32), it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force; and whereas the Collie Municipal Council has requested that certain land named and described in the Schedule hereunder which has been used for a street or way within the Municipality of Collie, be declared a public highway: Now, therefore, I, the said Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public highway, and such land shall, from the date of this Proclamation, be absolutely dedicated to the public as a highway within the meaning of any law now or hereafter in force.

Schedule.

Name of Street—Cameron Road; Width—Varying; Position—Leaving the Northern side of Throssell Street and extending as shown on Diagram 59718 to the Western side of Wells Street.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

Dedication of Public Highway.

City of Fremantle.

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.

Corr. 1147/49.

WHEREAS by sections 223 and 225 of the Municipal Corporations Act, 1906-1947 (6 Edward, No. 32), it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force: And whereas the City of Fremantle Council has requested that certain land named and described in the Schedule hereunder which has been used for a street or way within the City of Fremantle, be declared a public highway: Now, therefore, I, the said Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public high-

way and such land shall from the date of this Proclamation be absolutely dedicated to the public as a highway within the meaning of any law now or hereafter in force.

Schedule.

Name of Street—Jarvis Street (formerly Hughes Avenue); Width—100 links; Position—From Peel Road to South Street; Titles Office Plans—1804.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

Dedication of Public Highway.

Geraldton Municipality.

PROCLAMATION

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

Corres. 598/44.

WHEREAS by sections 223 and 225 of the Municipal Corporations Act, 1906-1947 (6 Edward, No. 32), it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force; And whereas the Geraldton Municipal Council has requested that certain land named and described in the Schedule hereunder which has been acquired for a street or way within the Municipality of Geraldton, be declared a public highway: Now therefore I, the said Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public highway, and such land shall, from the date of this Proclamation, be absolutely dedicated to the public as a highway within the meaning of any law now or hereafter in force.

Schedule.

Name of Street—Hutchinson Street; Width—100 links; Position—the whole of Geraldton Town Lot 1246 as shown on Diagram 61085.

Given under my hand and the Public Seal of the said State, at Perth, this 13th day of July, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council, held in the Executive Council Chamber, at Perth, the 13th day of July, 1949, the following Orders in Council were authorised to be issued:—

Health Act, 1911-1948.

ORDER IN COUNCIL.

P.H.D. 859/45.

WHEREAS it is enacted by section 19 of the Health Act, 1911-1948, that the Governor may by Order in Council constitute any portion of this State, not being a municipal district, a health district, with such boundaries and by such name as may be specified in the order, and may abolish any such district: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council, and in exercise of the powers conferred by section 19 of the Health Act, 1911-1948, doth hereby declare that all that portion of the State comprised in the Mandurah Road District to be a Health District and for the purposes of the said Act to be known as the Mandurah Health District.

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

The Child Welfare Act, 1947.

ORDER IN COUNCIL.

C.W.D. 395/38, Ex. Co. 1379.

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

Schedule.

Bridgetown.—Harold Earnest Armstrong, J.P., and William Leslie Owen, J.P.

Collie.—John Albert Cassey, J.P.

R. H. DOIG,
Clerk of the Council.

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 8355/09.

WHEREAS by section 33 of the Land Act, 1933-1948, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 12458 at Moolabeenee should vest in and be held by the Chittering Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Chittering Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 960/39.

WHEREAS by section 34 of the Land Act, 1933-1948, it is made lawful for the Governor, by Order in Council, without issuing any deed of grant, to place any reserve under the control of any municipality, road board, or other person or persons, as a board of management, and to empower such board to make, repeal, and alter by-laws for the control and management of such reserves, and prescribe fees for depasturing thereon or other use thereof, and for other purposes, such by-laws to be approved by the Governor and published in the *Government Gazette*; and whereas it is deemed expedient that reserve 22039 for Recreation at Napier Creek should be placed under the control of Albert Oswald Mawson, Alfred Bracknell and Bertram John Ledwith as a Board of Management: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby place the beforementioned reserve under the control of Albert Oswald Mawson, Alfred Bracknell and Bertram John Ledwith as a Board of Management, and doth empower such Board to make, repeal, or alter by-laws for the control and management of the said reserve; for prescribing fees for depasturing thereon or other use thereof; for directing the manner in which such fees shall be imposed, paid, collected, and disposed of, and to impose penalties not exceeding in any case £5 for any breach thereof, and £2 a day for a continuing breach, but not more than £20 in the aggregate.

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

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 1423/49.

WHEREAS by section 34 of the Land Act, 1933-1948, it is made lawful for the Governor, by Order in Council, without issuing any deed of grant, to place any reserve under the control of any municipality, road board, or other person or persons, as a board of management, and to empower such board to make, repeal, and alter by-laws for the control and management of such reserves, and prescribe fees for depasturing thereon or other use thereof, and for other purposes, such by-laws to be approved by the Governor and published in the *Government Gazette*; and whereas it is deemed expedient that reserve 22952 for Recreation and Camping at Wonerup should be placed under the control of the Sussex Road Board as a Board of Management: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby place the beforementioned reserve under the control of the Sussex Road Board as a Board of Management, and doth empower such Board to make, repeal, or alter by-laws for the control and management of the said reserve; for prescribing fees for depasturing thereon or other use thereof; for directing the manner in which such fees shall be imposed, paid, collected, and disposed of, and to impose penalties not exceeding in any case £5 for any breach thereof, and £2 a day for a continuing breach, but not more than £20 in the aggregate.

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

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

ORDER IN COUNCIL.

M.W.S. 371/49.

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

Metropolitan Water Supply Improvements.
City of Perth—Leederville.

Proposed improvements in The Boulevard and Brookdale Street of 12in., 8in. and 4in. diameter water mains, as shown in red on Plan M.W.S. 7299.

This Order in Council shall take effect from the 13th day of July, 1949.

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

Traffic Act, 1919-1948.

Rockingham Road Board.

ORDER IN COUNCIL.

P.W. 221/41.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, hereby makes the following order under the authority of section 49 of the Traffic Act, 1919-1948, namely, that in pursuance of clause (a) of paragraph (i) of subsection (1) of section 47 of the said Act, the Rockingham Road Board is hereby empowered to make by-laws prescribing the rules to be observed in respect of any vehicle being driven or used on roads.

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

Traffic Act, 1919-1948.

Harvey Road Board.

ORDER IN COUNCIL.

P.W. 1425/37.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, hereby makes the following Order under the authority of section 49 of the Traffic Act, 1919-1948, namely, that in pursuance of clause (a) of paragraph (i) of subsection (1) of section 47 of the said Act, the Harvey Road Board is hereby empowered to make by-laws prescribing the rules to be observed in respect of any vehicle being driven or used on roads.

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

Road Districts Act, 1919-1948.

Tammin Road District.

ORDER IN COUNCIL.

P.W. 1730/48.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power conferred by section 208 of the Road Districts Act, 1919-1948, doth hereby extend the provisions set out in the Second Schedule to the said Act, to the Tammin Road District.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 20th July, 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:—

Herbert Edward Bersey Smith, Esquire, of 186 Railway Parade, West Leederville, as a Justice of the Peace for the Perth Magisterial District.

Jack Lowe, Esquire, of Fourth Street, Harvey, as a Justice of the Peace for the Forrest Magisterial District.

Bertram Merrett Gillett, Esquire, of Bencubbin, as a Justice of the Peace for the Avon Magisterial District.

Ronald John Horley, Esquire, of Meekatharra, as a Justice of the Peace for the Murchison Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Order issued under section 11 of the Act has now lapsed:—

Name—Leyden, F.; address—Meckering; date Stay Order lapsed—14th July, 1949.

14/7/49. E. DENNEY,
Deputy Director.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 15th July, 1949.

THE following appointments have been approved:—

Certifying Officers—Tsy. 957/43—Department of Native Affairs—J. B. Crooks, H. A. Jones and W. A. Gordon; Tsy. 879/49—Harold E. Wooltorton for the Registrar General's Office during the absence of W. V. Gray; Tsy. 56/45—Mr. C. G. Varley for the Tramways and Ferries; Tsy. 749/38—Walter Limbert Neal for the Crown Law Department from 1st July, 1949.

Authorising Officer—Tsy. 13/40—Mr. J. N. Turner for the Railway Department from 12th July, 1949.

Receiver of Revenue—Tsy. 104/39—Miss M. Gearing for the Nurses' Registration Board, Chief Secretary's Department, as from 6th July, 1949. The authority of Mrs. G. M. McGrath is cancelled from that date.

A. J. REID,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Local Government	Assistant Secretary, Local Government	Class C-II.-2/3 Margin £345-£449	1949. 23rd July.
Mental Hospitals	Clerks, (Items 989 and 990)	Class C-IV. Margin £20-£125	do.
Metropolitan Water Supply	Engineer, 2nd Class (Item 1576)...	Class P-II.-2/5 Margin £251-£449	do.
Mines	Mineral Chemist, Government Chemical Laboratory	Class P-II.-4/6 Margin £209-£319	do.
Lands and Surveys	Examiner of Surveyors' Plans, Item 1868	Class P-II.-4/5 Margin £251-£319	30th July.
Do. do.	Clerk, Accounts Branch, Item 442	Class C-II-8 Margin £139-£167	do.
State Housing Commission	Clerk in Charge of Records	Class C-II-6 Margin £209-£237	do.
Public Works	Clerk, Land Resumption Branch	Class C-II-8 Margin £139-£167	do.
Audit	Clerk (Item 283)	Class C-II.-6/7 Margin £181-£237	6th August.
Metropolitan Water Supply	Inspector (Water Supply)†	Class G-II.-5 Margin £251-£279 (Limit £265)	do.
Agriculture	Apiculturist†	Class G-II.-6 Margin £209-£237	do.
Medical and Health	Clerk (Storekeeper), Claremont Mental Hospital (Item 987)	Class C-II.-7 Margin £181-£195	do.
Lands and Surveys	Clerk, Assistant to Clerk in Charge, Land Settlement Branch	Class C-II.-7 Margin £181-£195	do.
Mines	Mining Registrar, Southern Cross	Class C-II.-5 Margin £251-£279	do.
Do.	Assistant Inspector of Mines (Ventilation), Kalgoorlie†	Class P-II.-5 Margin £251-£279	do.
Agriculture	Inspector, Poultry Branch†	Class G-II.-6 Margin £209-£237	do.
Public Health	Laboratory Technician (Serology)†	Class G-II.-7/8 Margin £139-£195	13th August.

† Applications are also called under section 24.

Applications are called under section 34 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, 20th July, 1949.

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

Ex. Co. 1471, P.S.C. 559/49—J. E. Parker, Engineer, 1st Class, Metropolitan Water Supply Department, to be Principal Assistant Engineer (Construction), Class P-I.-11, as from 1st July, 1949.

Ex. Co. 1471, P.S.C. 77/43—Colin William Campbell, to be Architectural Draftsman, 2nd Class, Public Works Department, Class P-II.-6/8, as from 1st July, 1948.

Ex. Co. 1471, P.S.C. 877/48—Lawrence Edmund de la Hunty, John Sofoulis and John Stewart Gleeson, under section 24 of the Public Service Act, to be Geologists, 2nd Class, Mines Department, as from 30th November, 1948.

Ex. Co. 1471, P.S.C. 359/48—Stanley Clifton Baseden, under section 24 of the Public Service Act, to be Chemist, Government Chemical Laboratories, Mines Department, as from 15th December, 1948.

Ex. Co. 1471—Carl Senior Langston Arndt, under section 24 of the Public Service Act, to be Clerk, Public Works Department, as from 26th January, 1949.

Ex. Co. 1471—Clement Michael Eaton, under section 24 of the Public Service Act, to be Engineer, 2nd Class, Public Works Department, as from 8th October, 1948.

Ex. Co. 1471, P.S.C. 700/48—Bryn Emlyn Davies, under section 24 of the Public Service Act, to be Draftsman, 2nd Class, Mines Department, as from 10th November, 1948.

Ex. Co. 1471, P.S.C. 234/47—Shirley Gwen Doust, under section 23 of the Public Service Act, to be Tracer, Mines Department, as from 2nd December, 1948.

Ex. Co. 1471—Diana Larrsen, under section 23 of the Public Service Act, to be Junior Typist, Kalgoorlie, Public Works Department, as from 5th January, 1949, and Junior Typist, Bunbury, as from 28th June, 1949.

Ex. Co. 1471, P.S.C. 763/47—Reginald Charles Nailard, under section 24 of the Public Service Act, to be Manager, Gascoyne Research Station, Department of Agriculture, as from 2nd September, 1948.

Ex. Co. 1471, P.S.C. 488/48—George James Smyley Nelson, under section 24 of the Public Service Act, as Engineer, 2nd Class, Public Works Department, as from 1st January, 1949.

Ex. Co. 1471—Herbert George Neil, under section 24 of the Public Service Act, to be Agricultural Adviser, 2nd Class, Department of Agriculture, as from 25th March, 1948.

Ex. Co. 1471, P.S.C. 773/48—Alice Josephine Horne, under section 24 of the Public Service Act, to be Visiting Nurse, Tuberculosis Clinic, Public Health Department, as from 2nd December, 1948.

Ex. Co. 1471, P.S.C. 125/41—Keith Leslie Solomon, under section 24 of the Public Service Act, to be Clerk, Land Titles Office, Crown Law Department, as from 5th December, 1948.

Ex. Co. 1471—Maxwell George Anderson, under section 24 of the Public Service Act, to be Engineer, 2nd Class, Public Works Department, as from 5th January, 1949.

Ex. Co. 1471—D. R. Macgregor, Inspector of Machinery in Charge, Kalgoorlie, Mines Department, to be Inspector of Machinery, Perth, as from 2nd July, 1949.

Ex. Co. 1295, P.S.C. 510/49—S. Froome, Inspector, Poultry Branch, Department of Agriculture, to be Chief Poultry Adviser, Class P-II-2, as from 29th June, 1949.

Ex. Co. 1353, P.S.C. 75/48—Kevin Maxwell Markey, under section 23 of the Public Service Act, to be Junior Clerk, Department of Agriculture, as from 15th September, 1948.

Ex. Co. 1353, P.S.C. 197/48—Dorothy Ellen Smythe, under section 23 of the Public Service Act, to be Tracer, Land Titles Office, Crown Law Department, as from 10th November, 1948.

Ex. Co. 1353, P.S.C. 193/48—Harley Leo Angus Sertorio, under section 23 of the Public Service Act, to be Junior Clerk, Accounts Branch, Lands and Surveys Department, as from 15th September, 1948.

Ex. Co. 1353, P.S.C. 589/48—Valmi Jean Bridson, under section 23 of the Public Service Act, to be Junior Accounting Machinist, Public Works Department, as from 2nd December, 1948.

Ex. Co. 1353, P.S.C. 42/47—Zonia Renaira Broun, under section 23 of the Public Service Act, to be Junior Typist, Chief Secretary's Department, as from 10th November, 1948.

Ex. Co. 1353, P.S.C. 56/46—Peter Edward Manning Turner, under section 23 of the Public Service Act, to be Junior Clerk, Lands and Surveys Department, as from 7th October, 1948.

Ex. Co. 1353, P.S.C. 105/47—Rae Evelyn Neal, under section 23 of the Public Service Act, to be Junior Typist, Police Department, as from 28th September, 1948.

Ex. Co. 1353, P.S.C. 169/48—Murray McDonald, under section 23 of the Public Service Act, to be Junior Clerk, Audit Department, as from 15th December, 1948.

Ex. Co. 1353, P.S.C. 779/48—Percy Richmond Caesar, under section 24 of the Public Service Act, to be Inspector of Scaffolding, Public Works Department, as from 2nd December, 1948.

Ex. Co. 1353, P.S.C. 561/48—Keith John Parker, under section 24 of the Public Service Act, to be Chemist, Government Chemical Laboratories, Mines Department, as from 13th September, 1948.

Ex. Co. 1353, P.S.C. 778/48—Dorothy Jessie Baker, under section 24 of the Public Service Act, to be Inspector Child Welfare Department, as from 2nd December, 1948.

Ex. Co. 1295, P.S.C. 380/45—A. L. Sayers, Clerk, Metropolitan Water Supply Department, to be Clerk, Accounts Branch, Public Works Department, as from 11th July, 1949.

Ex. Co. 1136, P.S.C. 42/49—A. E. Parker, Clerk, Treasury Department, to be Clerk in Charge, Correspondence and Records, Class C-II-6, as from 2nd June, 1949.

Ex. Co. 1471, P.S.C. 530/48—Teresa Ann Korbosky and Lorna Jean Mercer, under section 24 of the Public Service Act, to be Accounting Machinists, and Mary Reilly, to be Junior Accounting Machinist, State Housing Commission, Treasury Department, as from 18th August, 1948.

Ex. Co. 1136, P.S.C. 332/49—C. H. Wilson, Examiner of Surveyors' Plans, Lands and Surveys Department, to be Checker, Land Titles Office, Crown Law Department, as from 28th June, 1949.

Ex. Co. 1353, P.S.C. 374/49—E. C. de Luca, Clerk, Lands and Surveys Department, to be Clerk, Inspection Branch, Class C-II-7, as from 15th June, 1949, in lieu of 29th June, 1949.

Ex. Co. 814—William Henry Newham, under section 24 of the Public Service Act, to be Officer in Charge, Pardelup Prison Farm, Chief Secretary's Department, as from 25th March, 1949.

Also of the following reclassification:—

Ex. Co. 1295, Item 968, Clerk, Medical and Health Department, Class C-IV., at present occupied by J. B. McAdam, to Class C-II-8, as from 29th June, 1949.

Also of the following retirements:—

Ex. Co. 2556, H. B. Hayles, Under Secretary, Crown Law Department, under section 67 of the Public Service Act, as from 30th June, 1949.

Ex. Co. 1353, E. Lovegrove, Chief Poultry Adviser, Department of Agriculture, under section 66 of the Public Service Act, as from 11th June, 1949.

Also of the following resignations:—

Ex. Co. 1471—S. R. H. Gibb, Laboratory Assistant, Kalgoorlie, Mines Department, as from 1st July, 1949.

Ex. Co. 1353—W. G. Craig, Assistant Inspector, Plumbing, Metropolitan Water Supply Department, as from 28th June, 1949.

Also of the following dismissal:—

Ex. Co. 1471—V. F. Woods, Clerk, Treasury Department, as from 24th May, 1949.

Also of the creation of the following position, under section 32 of the Public Service Act:—

Ex. Co. 1471—Endorsement Checker, Land Titles Office, Crown Law Department, Class C-II-7.

S. A. TAYLOR,
Public Service Commissioner.

PUBLIC SERVICE APPEAL BOARD ACT, 1920-1948.

Public Service Appeal Board Election.

IT is hereby notified under the provisions of section 3 of the abovementioned Act that the undermentioned candidates have been declared duly elected for the respective positions in the membership of the Public Service Appeal Board.

Representative and Deputy Representative of the following Unions:—

- (i) The West Australian Railway Officers' Union.
- (ii) The West Australian Amalgamated Society of Railway Employees' Union of Workers.
- (iii) The West Australian Loco. Engine-drivers, Firemen, and Cleaners' Industrial Union of Workers.
- (iv) The Amalgamated Engineering Union.
- (v) The Australasian Society of Engineers.
- (vi) The Federated Moulders' (Metal) Union.
- (vii) The Federated Society of Boilermakers and Structural Iron and Steel Workers.

Representative: Lloyd, George Edward.

Deputy Representative: Hardie, James Frederick.

G. F. MATHEA,
Chief Electoral Officer,
Returning Officer.

Crown Law Department,
Perth, 20th July, 1949.

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

Richard Patrick Gerald Rodriguez, temporarily, subject to the provisions of section 12 of the Stipendiary Magistrates Act, 1930-1948, as an Acting Stipendiary Magistrate as from the 4th July, 1949, during the absence of K. J. Dougall on other duties.

Harry Cullen as Acting Clerk of the Local Court, Acting Clerk to Magistrates, Bunbury, and Acting Clerk of the South-West Court of Session, during the absence of A. F. N. Schroder on annual leave.

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

Sergeant V. M. Creagh as Acting Bailiff of the Northam Local Court during the absence on leave of Sergeant J. W. G. Tunstill.

Constable Frederick Henry Kensit as Acting Bailiff of the Merredin Local Court at Nungarin, during the absence on leave of Constable R. Carr.

ELECTORAL ACT, 1907-1948.

THE Hon. Attorney General has approved of the undermentioned cancellations of appointments of Postal Vote Officers under the provisions of section 90 of the Electoral Act, 1907-1948.

Berryman, Frederick Langley, Marybrook.
Eyles, William Ernest, Safety Bay.
McDougall, Albert James, Talbot.
Miller, John, Bruce Rock.
Angel, John William, Moonyoonooka.
Austin, Paull, Denmark.
Badoek, Clennell Jerrard, 4 Addis Street, Kalgoorlie.
Blood, Frederick, Murchison House, via Ajana.
Blood, Jean Morrison, Murchison House, via Ajana.
Bowden, Donald Jackson, Blina Station via Derby.
Bradford, Reginald, Damboring.

Bridson, William James, Scarborough.
 Briggs, Robert Haulam, Byford.
 Browne, James Osmond, Binnu.
 Buchanan, Charles Leslie, Mukinbudin.
 Burgess, Alick Gilbert, Wilgoyne.
 Burrows, Helen May, Boogardie.
 Burt, Reginald George, 53 Lawley Crescent, Mt. Lawley.
 Clancy, James, Nabawa.
 Cream, Albert Augustus T., Geradu.
 Dimer, Henry Keith, Balladonia.
 Edhouse, Kathleen W., Mt. Farmer Station, Mt. Magnet.
 Edwards, Joshua Milton, Gingin Road, Upper Swan.
 Gaffney, Hugh, Kalannie.
 Gallacher, William, Greenhills.
 Gilmore, Wilfred, Malcolm.
 Glass, Reginald A. C., Coolcalalya Station, Ajana.
 Godley, William John, Noggerup.
 Grafham, Robert William, Beverley.
 Grant, Alexander Edwin, Yanget Station via Geraldton.
 Gregson, Margaret, Wundowie.
 Harding, William Herbert, Boyadine.
 Hardwicke, Harry Guy Vernon, Bencubbin.
 Hastie, Edward Patrick, Jardee.
 Helyar, Reginald, Kudardup.
 Herbert, Albert Martin, Bullara Station, Carnarvon.
 Herbert, Gertrude, Bullara Station, Carnarvon.
 Hitchcock, John Thomas, York.
 Hopwood, Basil Wilberforce G., Bencubbin.
 Jones, Charles Barton C., Hampton Hill Station, Bulong.
 Jones, Hugh, Dowerin.
 Ledwith, Thomas, Dudinin.
 Lillystone, Horace William, East Pingelly.
 Limmer, Herbert John, Dixvale.
 Lockyer, Florence Lilian, Nalbarra Station, Mt. Magnet.
 Loughlin, Ernest, Wilson Street, Kalgoorlie.
 Lysaght, Harry E., Pindathuna Station via Yalgoo.
 Lysaght, Nina.
 McBride, Marjorie, Tarmoola Station, Leonora.
 McBride, Reuben Martin, Tarmoola Station, Leonora.
 McWillie, Andrew Watson, Forrestfield.
 Maguire, Doris Rebecca, Turee Creek Station via Peak Hill.
 Maguire, Joseph James, Turee Creek Station via Peak Hill.

Matthews, Howard Ross, Boyup Brook.
 Meagher, Reginald Martin, Dandaragan.
 Millar, May, Sawyers Valley.
 Mills, Frank, Bowelling.
 Mosel, Norman Frederick, Wyalkatchem.
 Nicholson, Ernest D., Goomalling.
 Park, Lewis Henry, Stirling Dam.
 Payne, Mona De Vere, Lower Chittering.
 Scott, Colin, Bullfinch.
 Scott, Neil Edward, Mandurah.
 Strump, Joyce Susanne, Mt. Helena.
 Sturrocks, Leslie Moutieth, Moorine Rock.
 Taylor, Lionel Wyborn, Innamineka Road, Greenmount.
 Treloar, John Arthur, Leonora.
 West, William James, Buntine.
 Williams, Lionel George, Parkers Range.
 Wilson, Flossie Josephine, Hutt.
 Wilson, Gilbert Frederick, Kweda.
 Wilson, James Robert.
 Yandle, Francis, South Kuminin.

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:—

James Andrew Del Piano, Perth; John Arthur Beswick Hill, Corrigin, and Roy Arthur Long, Daglish.

E. P. FOREMAN,
 Acting Under Secretary for Law.

COMPANIES ACT, 1943-1947.

Crown Law Department,
 Perth, 21st July, 1949.

HIS Excellency the Governor in Executive Council, acting pursuant to Section 391 (1) of the Companies Act, 1943-1947, has been pleased to appoint temporarily Arthur Charles Manning to be Deputy Registrar of Companies during absence on long service leave of Thomas Keith Macfarlane, as from the 4th day of July, 1949.

E. P. FOREMAN,
 Acting Under Secretary for Law.

INDUSTRIAL ARBITRATION ACT, 1912-1948.

Crown Law Department,
 Perth, 18th July, 1949.

HIS Excellency the Governor in Executive Council, acting pursuant to section 179 of the Industrial Arbitration Act, 1912-1948, has been pleased to approve the new regulations set out in the Schedule hereunder, made by the Court of Arbitration under sections 108C and 179 and for the purposes of the said Act.

E. P. FOREMAN,
 Acting Under Secretary for Law.

Schedule.

The following new regulations be added:—

138. Notice of appeal under section 108C of the Industrial Arbitration Act, 1912-1948, shall be in the Form No. 93 shown in the Schedule hereto and shall be filed in triplicate at the office of the Clerk of the Court within six weeks next following the date of the decision, award or order appealed against.

139. The appellant shall state in the notice the part or parts of the decision, award or order appealed against and the grounds upon which the appeal is based.

140. Forthwith after filing the notice, the appellant shall serve a copy of the notice on each of the other parties to the decision, award or order.

By the Court of Arbitration,

L. W. JACKSON,
 President.

E. B. McKENNA,

T. G. DAVIES,
 Members.

Schedule.
Form No. 93.
INDUSTRIAL ARBITRATION ACT, 1912-1948.

No. of 19....

Between
Appellant (Applicant Respondent), and
..... Respondent (Applicant Respondent).

NOTICE OF APPEAL FROM DECISION, AWARD OR ORDER OF
CONCILIATION COMMISSIONER.

1. TAKE notice that the abovenamed Appellant hereby appeals against the decision/award/order of the Conciliation Commissioner dated the..... day of....., 19.... given in the abovementioned matter.

2. The following are the matters appealed against:—

(Here set out whether the appeal is against the whole of the decision, award or order, or against only part thereof, in the latter case specifying the part or parts appealed against.)

3. The grounds on which this appeal is made are as follows:—

(Here set out with particularity the grounds of the Appeal.)

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

Appellant.

This notice of appeal was received at my office on the.....day of....., 19....

Clerk of the Court of Arbitration.

FIRE BRIGADES ACT, 1942.

Chief Secretary's Department,
Perth, 13th July, 1949.

C.S.D. 838/33, W.A. Fire Brigades Board 58/1943.

HIS Excellency the Governor in Executive Council, acting pursuant to section 35 of the Fire Brigades Act, 1942, has been pleased to amend the Fire Brigades Act Regulations made under the said Act and published in the *Government Gazette* on the 4th June, 1943, and amended from time to time thereafter, in the manner mentioned in the Schedule hereunder.

H. T. STITFOLD,
Under Secretary.

Schedule.

The abovementioned regulations are amended as follows:—

1. Delete subparagraph (b) of paragraph (1) of regulation 139, and insert in lieu thereof the following:—

(b) shall at the direction of the presiding authority submit himself to examination-in-chief, cross examination and re-examination orally on oath or affirmation.

2. Delete subparagraph (b) of paragraph (2) of regulation 139, and insert in lieu thereof the following:—

(b) at the written request of the employee concerned, furnish him with a copy of such record within four days of the conclusion of such proceedings.

FRIENDLY SOCIETIES ACT, 1894-1918.

Chief Secretary's Department,
Perth, 13th July, 1949.

Pt. 1 of C.S.D. 1324/30.

HIS Excellency the Governor in Council, pursuant to section 5 of the Friendly Societies Act, 1894-1918, has been pleased to appoint J. Smythe to be Acting Deputy Registrar of Friendly Societies as from the 1st July, 1949, during the absence of the Deputy Registrar on sick leave.

H. T. STITFOLD,
Under Secretary.

Police Department,
Perth, 13th July, 1949.

HIS Excellency the Governor in Council has approved of the following appointments in the West Australian Police Force, to have effect as from the dates specified:—

To be 1st Class Inspector of Police.—2nd Class Inspector C. R. Gould, 29/4/49.

To be 2nd Class Inspectors of Police.—3rd Class Inspector F. M. Shaddick, 25/4/49; 3rd Class Inspector A. E. Wells, 29/4/49.

To be 3rd Class Inspectors of Police.—1st Class Sergeant H. J. M. Larsen, No. 1313, 25/4/49; 1st Class Sergeant C. Richardson, No. 1316, 25/4/49; Brevet Inspector 3/c H. McLernon, No. 1331, 6/5/49; 1st Class Detective Sergeant A. H. Parker, No. 1334, 6/5/49.

J. DOYLE,
Commissioner of Police.

ARCHITECTS ACT, 1921.

P.W. "A" 1263/37.

IT is hereby notified for general information that His Excellency the Governor in Executive Council has been pleased to approve under the provisions of the Architects Act, 1921, of the appointment of Mr. F. G. B. Hawkins as a member of the Architects Board of Western Australia for a period of three years from the 1st day of July, 1949.

W. C. WILLIAMS,
Under Secretary for Works.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

Between No. 28B of 1946 The Operative Painters and Decorators' Industrial Union of Workers, Perth; No. 73A of 1947 The West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Perth; No. 25A of 1947 Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Applicants, and The Minister for Agriculture, The Minister for Lands, The Minister for Works, The Minister for Water Supply, Sewerage and Drainage, The Fremantle Harbour Trust and others named in clause 2 hereof, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Definitions.

(1) (i) "Painter" means any worker engaged in any manner whatsoever (subject to the exceptions hereinafter prescribed):

- (a) in connection with the painting of dwelling houses or other buildings of any nature, fences, bridges (whether constructed of iron or wood, or partly of iron and partly of wood), or
- (b) in connection with paper-hanging, decorating, graining, marbling, gilding, signwriting, glazing, glass-cutting (except when done by a shopman, picture framer, or furniture maker), kalsomining, distemper, colour-washing (but not lime-washing, except when the lime-wash is mixed with colour), staining, varnishing, plastic relief, stripping off old paper, removing old paint or varnish, and
- (c) in connection with any of the aforesaid branches of the trades upon any inside part or parts of any ship or vessel in connection therewith, including (without limiting the ordinary meaning of the definition) the inside of all cabins, saloons, companions, smokers, lounges, social halls, skylights, pantries, bathrooms, lavatories, sculleries, butchering shops, bakehouses, engine rooms, from skylight down to first grating, and all new and repair work in same, and the preparing and getting up, painting and finishing all deckheads, deckhouses, and combings of same, lifebuoys, lifebelts, boxes, deckseats, deck buckets, etc., navigating and flying bridges, wheelhouses, chart rooms, and all parts of any vessel which may be grained or varnished, ventilators, fidley casings, accommodation ladders, side screens, and lockers, and
- (d) in any one or more of the said branches in connection with boat names and badges, scroll work, gilding and signwriting upon any part of a vessel or ship, or any property belonging to or used in connection therewith, and painting of boats, and painting of cranes, gantries and light-houses, and
- (e) in painting or performing any one or more of the said branches of the work upon or in connection with all ferry and passenger boats, yachts, auxiliaries, skiffs, or other small craft, and the preparing and getting ready of all work connected with any of the abovenamed branches of the trade.

(ii) (a) Nothing in this Award shall prevent the State Shipping Service from employing members of the Seamen's Union of Western Australia and Coastal Dock Harbours and Rivers Union on any work in

connection with the hull or any part of a vessel not set out in the definition and members of the Seamen's Union of Western Australia to a number equivalent to the number of seamen on articles on any work in connection with deckheads (except inside portions thereof), deckhouses, combings of same and rails.

(b) Nothing in this Award shall prevent the Harbours and Rivers Branch of the Public Works Department from employing the regular crews or members of the Coastal Dock Rivers and Harbours Workers' Union from cleaning, chipping and coating with paint any portion of dredges or floating plant while afloat or on the slip, except the inside of cabins or crews' quarters when painters may conveniently be employed.

(c) Nothing in this Award shall prevent the Commissioners of the Fremantle Harbour Trust from employing the regular crews of their vessels on any work in connection with the coating with paint, chipping, cleaning, or scraping on such vessels whilst afloat or on the slip, except as aforesaid as provided under subparagraph (b).

(iii) The painting of pipes with aluminium paint in the Goldfields Water Supply Department shall not be covered by this Award.

(iv) The chipping and cleaning of steel and iron sewerage and water supply pipes, specials, and iron work appurtenant to reservoirs and sewerage treatment works, and coating of the same with bitumastic or other paint, shall not be covered by this Award, except the iron bridge way over the digesters at Subiaco and any similar work within the metropolitan area (Fremantle to Midland Junction).

(v) Painters' work shall be deemed to include the preparation of all work connected with any of the above branches of the trade (except where such preparation is part of the work or operations appropriate to work of other unions or otherwise provided for in this Award) and of all materials required for any of the above branches of the trade; but the term "painter" shall not include one worker who is employed for the purpose of mixing plastic material with its necessary vehicle and cleaning up floors and woodwork after the application of plastic relief and such worker shall be classed as a builder's labourer.

("Lime washing" means the application to surfaces by means of a spray or brush of lime which has been slacked down with water or binder.)

(2) "Signwriter" means a worker who, besides having a knowledge of painting, kalsomining, staining, varnishing, and lime washing, does any of the following work:—

- (a) Lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying-out of cut out displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material.

(3) "Carpenter and joiner" means a worker engaged upon the erection, repair or ornamentation of work in wood, or of any form of constructional work in wood, as well as the making, preparing and fixing of all necessary wood work and fittings in connection therewith, including—

- (a) metal ceilings, the fixing of the following asbestos products—corrugated sheets, gutters, downpipes, ridgings, rain heads, ventilators and skylights, fascia and barge boards;
- (b) metal shop fronts and fittings;
- (c) bridge and/or jetty buildings or repairs;
- (d) the setting out and laying of wood block or parquet flooring.

Provided this Award shall not operate in regard to workers specifically provided in other awards or industrial agreements, e.g., timbermen, timber cutters, etc.

(4) "Plumber" means a worker employed or usually employed in executing any plumbing, gas fitting, pipe fitting, or domestic engineering work, or who executes any work in or in connection with—

- (a) sheet lead, galvanised iron or other classes of sheet metal generally used by plumbers;
- (b) the fixing of lead, wrought, cast, or sheet iron, copper, brass or other classes of pipe work (but not including earthenware and concrete pipes except where these are for connections to the metropolitan sewerage system), ventilating or air-conditioning appliances;
- (c) water (hot and cold), steam (other than for power purposes), gas, air, oil for heating or cooking purposes, vacuum systems and sewerage installations;
- (d) house, ship, sanitary, chemical and/or general plumbing;
- (e) fire service work;
- (f) fitting and fixing asbestos, corrugated sheets, guttering, downpipes, ridging, rain heads, ventilators, skylights, fascia and barge boards;
- (g) irrigation installations, except irrigation work undertaken by the Hydraulic Engineering Branch of the Public Works Department.

2.—Scope.

This Award shall apply to all carpenters, joiners, plumbers and painters and apprentices in such callings employed by the Minister for Agriculture, the Minister for Lands, the Minister for Works, the Minister for Water Supply, Sewerage and Drainage, the Minister for the North-West, the Minister for Trading Concerns, the Minister for Education, the Fremantle Harbour Trust, the Main Roads Board, and the State Shipping Service: Provided this Award shall not apply to workers employed under Awards Nos. 46 and 46A of 1948.

3.—Area.

This Award shall have effect over the whole of the State.

4.—Term.

The term of this Award shall be for a period of three (3) years from the beginning of the first pay period commencing after the date hereof.

5.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 20 or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

(c) This clause does not affect the right to dismiss for misconduct, and in such cases wages shall be paid up to the time of dismissal only.

(d) The employer 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 the union or unions affiliated with it or by any other association or union associated with it, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent, with the exception of wet weather, in which case the decision as to whether it is too wet to work shall rest with the officer in charge of the job, if available, and, in his absence, the foreman.

(e) The rate of payment in the wages clause is, for the purpose of convenience, expressed in weekly amounts.

6.—Preference to Unionists.

Preference of employment shall be given to financial members of the unions. Before being engaged an applicant in the metropolitan area shall produce evi-

dence that he is a financial member. This provision vided, however, that if the applicant is unable to shall also apply outside the metropolitan area, produce satisfactory evidence immediately he shall furnish same within a reasonable period.

7.—Rates of Pay.

The minimum rates of pay payable to workers under this Award (other than duly registered apprentices) shall be—

(a) Basic Wage: Per Week.
£ s. d.

Metropolitan area within a radius of fifteen (15) miles from the G.P.O. in the City of Perth	6	1	7
South-West Land Division excluding the Metropolitan Area	6	1	3
Elsewhere in State	6	9	6

(b) The following margin and allowances shall apply—

Per Week
£ s. d.

Margin for skill	2	3	6
Tool allowance—			
Carpenters and plumbers	3	0	
Painters and Signwriters			6

(c) Casual workers: Any worker who is employed for less than one week shall be considered casual, and shall receive ten per cent. (10%) per day in addition to the rates prescribed in this Award: Provided this subclause shall not apply in the case of a worker dismissed for misconduct or incompetence.

8.—Piecework.

A worker employed on piecework shall be paid at least the minimum time rate of pay.

9.—District Allowances.

(1) In addition to the wages prescribed in clause 7, the following allowances shall be paid to workers in the undermentioned districts:—

Per Week.
£ s. d.

(a) Carrabin and Bullfinch to Southern Cross	5	3	
(b) Southern Cross and eastward thereof to Kanowna—5s. 3d. per week, except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder, and within five (5) miles thereof, where the allowance shall be 2s. 4d. per week.			
(c) Coolgardie to Salmon Gums	5	3	
(d) Southward of Salmon Gums to Esperance	2	4	
(e) Northward of the Kalgoorlie radius	7	0	
(f) Wurarga and eastward and northward thereof to Meekatharra	7	0	
(g) Three miles eastward of Meekatharra to Wiluna	10	6	
(h) Hopetoun-Ravensthorpe	7	0	

(2) District allowances, as specified below, shall be paid to workers stationed at:—

Per Week.
£ s. d.

(a) Carnarvon district, and within an area of five (5) miles thereof	15	0	
(b) Onslow and Point Samson districts, and within an area of five (5) miles thereof	1	3	6
(c) Port Hedland, Broome and Derby districts and within an area of five (5) miles thereof	1	10	0
(d) Wyndham district, and within an area of five (5) miles thereof	1	18	0

Provided that when employed in an area not provided for in this clause, the same district allowance shall be paid as is provided by an award or agreement for the joint body of workers of the industry in which they are employed.

10.—Terms of Service.

(a) Each worker shall faithfully serve his employer on the work in which he is employed, in compliance with the terms and conditions of this Award.

(b) A worker employed by an employer shall not

without the express consent of such employer and the union accept temporary or other employment with any other employer whilst in such employ, nor shall such worker undertake a contract or sub-contract to perform any other work whilst his employment by the first mentioned employer continues.

11.—Special Rates and Provisions.

Other Monetary Allowances.

(1) Foremen: "Foreman" means a worker who is in charge of one or more leading hands, or who is directly responsible to the supervisor for preparing estimates of work and the actual carrying out of work by other tradesmen.

A foreman shall receive a maximum of two pounds twelve shillings (£2 12s.) per week above the minimum rates provided for tradesmen in the district in which he may be employed.

Provided that where a foreman is working under the supervision of an engineer the rate paid above the minimum provided for a tradesman shall be two pounds five shillings (£2 5s.) per week.

(2) Leading Hand: Any tradesman placed in charge of three (3) or more tradesmen or of six (6) workers shall be paid as a leading hand tradesman.

Leading tradesmen shall receive fifteen shillings (15s.) per week above the minimum rates in the district in which they may be employed.

(3) Plumbers using electric arc or oxy-acetylene blow-pipe on welding work shall receive one penny half-penny (1½d.) per hour in addition to the prescribed rate whilst so employed.

(4) Workers employed on the following work shall be paid at the rate of threepence (3d.) per hour in addition to the prescribed rate whilst so employed.

(a) Boat-type or swinging scaffold. In this subclause the term "swinging scaffold" means any scaffold suspended from overhead gear and not supported from the ground and which, by reason of the operations carried out on it, or by reason of the wind force or vibration, is likely to swing or sway.

(No employer shall permit an apprentice who has served less than two (2) years to work on a boat-type or swinging scaffold and no such apprentice shall work on any such scaffold.)

(b) Excessively dirty work which is likely to render the worker or his clothes dirtier than the normal run of work (with a minimum payment as for four (4) hours when employed on such work).

(c) Insulating work in an average temperature of forty-five (45) degrees F. or under.

(d) Working for more than one (1) hour continuously in the shade in places where the temperature is raised by artificial means to exceed 130 degrees F.

(e) Working in dust-laden atmosphere caused by the use of materials for insulating, deadening or pugging work (as, for instance, pumice, charcoal, silicate of cotton or any other substitute).

(f) Working in any confined space in and around a building.

"Confined space" means one of which the dimensions are such that the workmen must work in an unusually stooped or cramped position or without adequate ventilation or where confinement within a limited space is productive of unusual discomfort to them.

(g) Plumbers doing sanitary plumbing work on repairs to sewer drainage or waste pipe services in any of the following places—

- i. infectious and contagious diseases hospitals or any block or portion of a hospital used for the care of, or treatment of patients suffering from any infectious or contagious diseases;
- ii. morgues.

(5) Well work: A plumber required to enter a well thirty (30) feet or more in depth for the purpose in the first place of examining the pump, pipe, or any other work connected therewith shall receive an amount of two shillings and sixpence (2s. 6d.) for such examination and one shilling (1s.) per hour extra thereafter for fixing, renewing, or repairing such work.

(6) While working in any place where water is continually dripping so that the worker's clothing becomes wet with soakage or where there is water

underfoot so that the worker's feet become wet the worker shall be paid one shilling (1s.) per day in addition to the prescribed rate. This subclause shall not apply to natural surface made wet by rain.

Where watertight boots are provided by the employer no claim shall be allowed under this provision for wet feet.

(7) Offensive allowance (Robb's Jetty): Workers working in the effluent at Robb's Jetty shall be paid an allowance of three pence (3d.) per hour extra.

(8) Grinding Time:

(a) With the exception of casual workers, workers who have been employed for one (1) week or more shall on discharge be allowed two (2) hours for grinding tools, or shall receive two (2) hours' pay in lieu thereof, such time to be included in the notice required under clause 5.

(b) The employer shall provide suitable grinding facilities together with required power (hand or driven) where such grinding facilities are reasonably necessary for the use of workers other than casual workers or at his option pay such workers the sum of one shilling (1s.) per week extra where there are no grinding facilities on the job.

(9) Bitumen or tar work: Any worker actually coming in contact with hot or viscous tar or bitumen whereby his clothing becomes injuriously affected shall be paid an allowance of one shilling (1s.) a day in addition to the prescribed rate of pay unless protective material is used.

(10) Cranes: Painters working on the jibs of luffing cranes shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(11) Wireless masts: Painters employed on wireless masts, when working at a height above the ground exceeding fifty feet and up to one hundred feet shall be paid two shillings (2s.) per day extra, and one hundred feet and over three shillings (3s.) per day extra.

(12) Safety appliances: Workers on cranes or wireless masts shall be provided with safety appliances in the form of safety belts or other appliance to serve the same purpose.

(13) Any painter working in badly ventilated or extremely confined spaces, such as the interior of a buoy, shall be paid two shillings (2s.) per day extra.

(14) First aid outfit: Where ten (10) or more workers are employed on a job, the employer shall provide a supply of bandages and antiseptic dressings for use in cases of accident.

(15) Changeroom: The employer shall, where practicable, provide on each job a proper change room where the worker may change his clothes, and such place shall not be used for storing lime, cement, or other similar materials.

(16) Provision of boiling water: The employer shall provide on each job boiling water for the use of his workers, including for the morning tea and lunch period.

(17) Protection of workers' tools:—

(a) Carpenters: A secure and waterproof place shall be provided by the employer where the carpenters' tools may be locked up apart from the employer's plant or material.

(b) Other tradesmen: The employer shall, where practicable, provide a place on each job for the safe-keeping of the workers' tools when not in use.

(18) Attendants on ladders: No worker shall work on a ladder at a height of over twenty (20) feet from the ground when such ladder is standing in any street, way or lane where traffic is passing to and fro without an assistant on the ground.

(19) Sanitary arrangements: Proper sanitary arrangements shall be made on each job of each employer for the convenience of all workers and be kept in a clean and hygienic condition and where sewerage facilities exist proper connections must be made. If a pan system is used thunder boxes to be installed.

(20) Lead paint surfaces not to be dry-rubbed, etc.: No surface painted with lead paint shall be rubbed down or scraped by a dry process.

(21) Width of brushes: All paint brushes shall not exceed five (5) inches in width and no kalsomine brush shall be more than seven (7) inches in width.

(22) Meals not to be taken in paint shop: No worker shall be permitted to have a meal in any paint shop or place where paint is stored or used.

(23) Washing hands: In the case of painters, five (5) minutes shall be allowed before meal time and knocking-off time for washing hands.

(24) Spray painting (painters):

(a) Lead paint shall not be applied by a spray to the interior of any building.

(b) All workers (including apprentices) applying paint by spraying shall be provided with overalls and respirators by the employers.

(c) Where from the nature of the paint or substance used in spraying a respirator would be of little or no practical use in preventing the absorption of fumes or materials from substances used by a worker in spray painting, the worker shall be paid a special allowance of one shilling and threepence (1s. 3d.) per day.

(25) Plumbers on sewerage work: Plumbers on work involving the opening up of house sewerage drains or waste pipes for the purpose of clearing blockages, or work involving the cleaning out of septic tanks and dry wells, shall be paid two shillings and sixpence (2s. 6d.) per day in addition to the prescribed rate whilst so employed.

(26) Water and soap: Water and soap shall be provided in each shop or on each job by the employer for the use of painters.

12.—Country Work.

(a) When a worker is instructed to proceed on duty from the place where he is then or usually employed, the employer shall pay all fares, including sleeper, and a proper allowance at current rates for all necessary meals, or board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fare on completion of job, or after twelve (12) months on job. Provided away from home allowance shall not be paid where workers are entitled to camp allowance under clause 16.

(b) Travelling time shall be paid at ordinary rates, at place of departure, with a maximum of a day's pay when travelling by boat or in a sleeper. When travelling by night without a sleeper, the worker shall be entitled to receive an extra day's pay for such travelling. No time to be lost for travelling.

(c) The employer shall provide free transport for the worker's tools.

13.—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 and Demarcation 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.

14.—Fares and Travelling Allowances.

(a) The Department shall, in all cases, pay all travelling expenses actually and reasonably incurred by the workers in going from the shop or yards of the Department, or from one job to another.

(b) The shop or yard is the recognised depot in each district. On construction work the job shall be the recognised depot: Provided, however, on construction work employees under this Award shall be allowed the same conditions as to fares as are prescribed by Award or agreement for the joint body of employees of the industry in which they are employed.

(c) In all cases where a worker is not required to attend at the shop or yard, as above, of the department, but goes direct to the job, and the expenses

incurred are in excess of what the worker would have incurred in going to such shop or yard, the Department shall pay all fares actually and reasonably incurred in excess of fivepence (5d.) per day and which are incurred in travelling from his usual place of residence to such job, and from the job to his residence.

Provided that where the distance from a worker's place of residence to the job by the most direct route is over twelve (12) miles, but not exceeding twenty (20) miles, and the amount payable as a fare refund under the provisions of this subclause does not exceed two shillings and sixpence (2s. 6d.), the Department shall pay, in addition to the fare refund, a daily travelling allowance calculated at the difference between the refund of fare referred to in this subclause and the amount of two shillings and sixpence (2s. 6d.), or the sum of one shilling (1s.) whichever is the smaller. Liberty to apply is granted in respect of this clause.

15.—Rest Period.

(a) Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer. Morning tea may be taken by employees during this interval but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by any employee of any provision hereinbefore expressed or implied the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

(b) Workers engaged on essential emergency work or on some process in course (e.g., concreting) may be required to take the prescribed tea break at such time and in such manner as considered necessary by the officer in charge of the job or in his absence by the foreman.

16.—Camp Allowance.

Workers required to live in tents at or in the neighbourhood of the job shall be paid the same allowance and receive the same camping conditions as are prescribed by award or agreement for the joint body of employees of the industry in which they are employed.

17.—Hours.

(a) Forty (40) hours shall constitute a week's work.

(b) Subject as hereinafter provided such hours shall be worked on the first five (5) days of the week and eight (8) hours shall be worked on each day between the hours of 7.30 a.m. and 5 p.m. with an interval of not less than forty-five (45) or more than sixty (60) minutes for lunch.

Provided, however, that in the case of repairs and renovations to shops or business premises where the work is likely to cause discomfort and inconvenience to the users of the premises, the foregoing hours may be altered to 7 a.m. to 6 p.m. on the first five (5) days of the week, but a shift shall not be broken except for the duration of the meal period. Where the employer avails himself of the proviso to this subclause he shall notify the union in writing within forty-eight (48) hours of the commencement of the job.

Provided further that in the case of emergency work a worker in the plumbing industry may be rostered to work on Saturday morning and such work may be counted as part of his forty-hour week. The altered starting and finishing times necessitated by such an arrangement shall be as agreed between the worker and the employer.

18.—Overtime.

(a) (i) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter, provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday, shall be paid at double time up to the usual starting time: Provided also that workers called

upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(ii) Unless otherwise agreed between any respondent and the unions in the case of a worker who works a five (5) day week Monday to Friday, inclusive, under a determination pursuant to subclause (b) of clause 17, and who works overtime on a Saturday, for the first four (4) hours of overtime, time and a half rate and thereafter double time rate, shall be paid, but if the worker works in any period after 5 p.m. on a Saturday he shall be paid double time rate for all time worked after that hour.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the unions has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than eighteen (18) hours' overtime in any one (1) week, except in the case of a breakdown of the employer's plant.

(c) For all work done on Sunday, double time shall be paid with a minimum of two (2) hours.

(d) A worker called back after completing a day's work, or called out on a Sunday, shall be paid a minimum of two (2) hours at overtime rates, but if he is called out within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

(e) When a worker is required to continue working after knock-off time for more than one (1) hour without being notified the previous day, he shall be supplied with any meal required, or be paid two shillings (2s.) for such meal.

(f) When a worker is required for duty during any meal hour he shall be paid overtime rate until he be allowed the usual length of time for a meal.

(g) 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 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.

19.—Holidays.

(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) (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 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 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 employer of his right to retain such workers at work during the close-down period as may be essential.

(g) Workers regularly working for the Government north of South Latitude 26 shall be allowed to accumulate annual leave for two (2) years, subject to the convenience of the Department. Such workers who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two (2) years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.

(h) "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.

(i) The provisions of subclauses (a) to (h) shall not apply to casual workers.

(j) (i) 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, Union Picnic Day, Christmas Day and Boxing Day.

(ii) Union Picnic Day shall be the fourth Monday in November in each year: Provided, however, that where on a particular job a day other than Union Picnic Day is observed, that day shall be observed in lieu of Union Picnic Day.

(iii) 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.

(iv) 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.

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

(vi) 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.

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

20.—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 shall in no case exceed one (1) week's wages during each calendar year in respect of each worker but the sick leave

herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.

(iii) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(b) 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.

21.—Board of Reference and Demarcation.

(a) For the purpose of this Award, a Board of Reference and Demarcation 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—

- i. adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this Award or any of them;
- ii. dealing with any other matter which the Court may refer to the Board from time to time;
- iii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award.

(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.

22.—Payment of Wages.

(a) Workers shall be paid weekly where practicable.

(b) When a worker is discharged before the usual pay day he shall be paid his wages when he ceases work or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.

(c) When a worker leaves his employment before the usual pay day he shall on giving notice of his intention to leave not later than starting time be paid his full wages on the day he leaves or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.

23.—Shift Work.

(a) When shift work is required all shifts except the day shift shall be paid for at the rate of time and a quarter: Provided, however, that on construction works where the work performed by the workers covered by this Award is subsidiary and auxiliary to that of the majority of workers on such works (e.g., reservoir and drainage construction works) and on which no penalty rate is payable to the other workers, the workers covered by this Award shall work all shifts at ordinary rates. On such works, workers shall be allowed to rotate shifts and change of shifts shall, as far as possible, be arranged to suit transport facilities. Provided also that if penalty or extra rates for such other workers are provided now or hereafter for such shift work the workers covered by this Award shall also be entitled thereto.

(b) Work other than day shift shall not be recognised as night shift unless five (5) consecutive nights are worked, but shall be deemed to be overtime: Provided that where a shift is not worked on account of a holiday, such shift shall, for the purpose of this clause, be counted as if it had been worked.

(c) Overtime on night shifts shall be calculated on the basis of the rate paid for night shift.

(d) For the purpose of this clause day shift shall be construed to mean the ordinary working shift ending at or before 6 p.m. on Mondays to Fridays and 1 p.m. on Saturdays.

(e) In connection with two-shift work when the workers are camped at or near the job, the first shift shall work eight (8) hours, not including any crib time and all other shifts shall be of eight (8) hours, including half an hour's crib time, i.e., seven and a half (7½) hours' actual working time.

Provided that where, for the convenience of the Department, the two (2) shifts are confined within a total spread of sixteen (16) hours, each shift shall be entitled to half (½) an hour crib time within the eight (8) hour shift.

Where two (2) shift work is in operation the ordinary hours of commencement shall not apply to the first shift.

24.—Walking Time.

Any worker employed on work away from his usual place of occupation, 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 his ordinary pay unless travelling in the Department's time. This clause will not operate in regard to workers living on a job.

25.—Reporting for Work.

When notice is given to a worker by his employer or his responsible representative to present himself for work, and he complies, but for reasons other than wet weather conditions, his services are not required, he shall be paid the equivalent of two (2) hours' pay in addition to any allowance under clause 14.

26.—Record Book.

The wages sheets of the department shall be open for inspection at Head Office by the secretary of the union upon reasonable notice being given of his desire to inspect same.

27.—Interviewing Workers.

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 the unions 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.

28.—Union Stewards.

Stewards appointed by the unions shall be recognised by the various Departments hereinbefore mentioned in this Award; the secretaries shall notify in writing the names of the stewards and any subsequent alteration. The stewards shall not be paid for any time occupied on union business during working hours.

29.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered essential for the convenience of the unions concerned to have a notice board.

30.—Building Trades' Awards—Application of.

On all construction work undertaken within fifteen (15) miles of the General Post Office, Perth, by the Architectural Branch of the Public Works Department, estimated to cost over five hundred pounds (£500), the Public Works Department shall work under the Award or Agreement which would operate on the work if constructed by a private contractor.

31.—Provision of Appliances.

(1) Carpenters: The employer shall provide the following tools when they are required on the job—dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and

brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from three-quarters (¾) of an inch upwards and steel tapes.

(2) Painters: (a) The employer shall provide all tools in connection with the painting trade, excepting putty knife, strippers, scissors, duster, paperhanging brush, roller, two (2) lining fitches, a two (2) foot rule, hammer and hacking knife.

(b) Signwriters shall provide themselves with a full set of pencils and fitches, rest stick, wash leather and a two (2) foot rule.

(3) Plumbers: The following tools shall be provided by the employer: metal pots, plumbing irons, mandrils, long dummies, stocks and dies for iron and brass pipes, cutters, all tongs over twelve (12) inches, vices, hack saw blades, taps and chisels for brick and concrete, and the employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over two (2) inches in diameter, and a worker shall supply only the usual kit bag of tools and blow lamp.

(4) A worker in receipt of a tool allowance shall provide himself with all necessary tools, kept in suitable condition for the performance of his work (other than those tools to be provided by the employer in accordance with this clause). A worker who fails to provide all such tools when required shall be guilty of a breach of this Award and shall not be entitled to the tool allowance prescribed in this Award until he complies with this clause.

32.—Apprentices.

(a) The term of apprenticeship shall be five (5) years.

(b) The maximum number of apprentices allowed to any employer in any branch shall be in the following proportions:—

Carpentry
Plumbing

One (1) apprentice to every two (2) or fraction of two (2) journeymen employed by him provided the fraction shall not be less than one (1).

Painting
Signwriting

One (1) apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch.

(c) Wages:

	Percentage of Basic Wage
First six months	20
Second six months	25
Second year	35
Third year	55
Fourth year	80
Fifth year	95

Provided that where an apprentice is twenty-one (21) years of age or over at the commencement of his fifth year he shall be paid the full basic wage, and that when an apprentice becomes twenty-one (21) years of age in the course of his fifth year, he shall be paid the full basic wage for the period following his twenty-first birthday. Provided further that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of a tradesman's rate through Government supplementation.

(d) The regulations and terms of apprenticeship as applied by the Court and attached as Schedule I and the regulations made in pursuance of the Act to the building trades shall apply, except where negatived or modified.

(e) The employer shall be under no obligation to teach an apprentice to carpentry and joinery any work in connection with metal ceilings where that work is not performed by such employer.

(f) A tool allowance shall be paid to apprentices in their third, fourth and fifth years as follows:—

Carpentry, joinery and plumbing .. 3s. per week
Painting 6d. per week.

Provided that apprentices shall be supplied with tools as selected by the foreman as follows:—

Carpentry	Up to the value of £7 10 0
Plumbing	Up to the value of £3 15 0
Painting	Up to the value of £1 10 0

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 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 I.

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.

(c) Provided that no apprentice to the painting trade shall be registered in accordance with the provisions of this Award until such time as he has lodged with the Registrar a certificate to the effect that he does not suffer any disability by reason of colour blindness.

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 or Boards (hereinafter referred to as the 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 services 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 this 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 appropriate 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 courses 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 or eight hours per fortnight as may be approved by the Court on the advice of the Apprenticeship Board.

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. Wherever 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 the 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;
- (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 or sickness arising out of his own wilful default;

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 employees 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.

To

The Registrar, Arbitration Court, Perth.

Please take notice that.....
of....., has entered my service
(on probation) as an apprentice to the.....
trade on the.....day of....., 19.....

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

(Signature of Employer).....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

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).....(occupa-
tion) (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 follows:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... 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. 13 of 1949.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Paramount Film Service Pty. Ltd. and Columbia Pictures Proprietary Limited, 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, 1912-1948, 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 effects to an area comprised within a radius of fifteen (15) 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 film renting establishments.

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 pay.

(c) "Film renting establishment" shall mean any establishment exclusively or principally engaged in the distribution of motion picture films and the renting thereof to theatre proprietors for the purpose of exhibition.

4.—Hours of Duty.

The hours usually worked in each establishment immediately prior to the first day of July, One thousand Nine hundred and forty-eight (1948), shall continue to be observed during the currency of this Award and shall be worked in a five (5) or a five and a half (5½) 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.

One full hour shall be taken for the lunch period between the hours of 12 o'clock noon and 2 p.m.

5.—Overtime.

(a) Except as hereinafter in this clause provided, 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 at the rate of double time thereafter.

(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: Provided that where in any establishment alternate Saturdays are not worked, and the working hours of the Saturday off not made up during the week then a worker may be required to work on his Saturday off during ordinary hours without extra payment.

(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 rates 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.

(c) Workers required to perform the duties of “checkers” shall, if their ordinary day’s work does not finish prior to 6 p.m. receive in addition to the payment referred to in subclause (h) of clause 7, the sum of two shillings (2/-) for a meal.

7.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

(a) Basic Wage	Per Week.	
	£	s. d.
Males	6	4 9
Females	3	7 4
% of Male Basic Wage		
(b) Junior Workers (Males)	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	
% of Female Basic Wage		
(c) Junior Workers (Female)	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	
Between 19 and 20 years of age . .	5s. 9d.	Margin
Between 20 and 21 years of age . .	11s. 0d.	Margin
Margin Per Week.		
(d) Adults (Male)	£	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
(e) Adults (Female)		
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. (six shillings) a week in addition to the above rates.		
(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 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 (4) 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,		

(h) Workers required to perform the duties of “checkers” shall be paid the sum of seven shillings and sixpence (7s. 6d.) for each night so employed and, in addition shall receive first-class return fares actually and reasonably incurred travelling between the place of residence and the job: Provided that such workers shall not be entitled to the provisions of clause 5 (overtime). Meal money shall not be payable, except in accordance with the provisions of subclause (c) of clause 6.

8.—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.

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 provisions 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.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-sixth (1/6th) of a week for each completed month of service: Provided that payment of absence, through such ill-health shall be limited to two (2) weeks’ pay in each calendar year. Provided further that a worker with at least two (2) years of service who produces to his employer a medical certificate that personal ill-health necessitated a longer absence from his employment than the period allowed of one day per month of service shall be entitled to payment for sickness up to one-third (1/3rd) of a week for each completed month of service, with a limit of four (4) weeks’ pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being

entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(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.

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

11.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

12.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

13.—Record.

A record shall be kept in each establishment by the employer wherein shall be entered:—

- i. the name of each worker;
- ii. 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;
- iii. the nature of the work performed by the worker;
- iv. 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.

14.—Board of Reference.

(i) 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—

- (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) classifying and fixing of salaries, rates and conditions for any position, 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.

(ii) 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, 1912-1948, which for this purpose are embodied in this Award.

15.—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 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.

16.—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 two (2) weeks continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

17.—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.

18.—Proportion of Juniors.

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.

19.—Certificate of Age, Etc.

Male workers 25 years of age and under, and female workers 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 misstate his age in the certificate, then he alone shall be guilty of a breach of this Award.

20.—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 set out in or 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.

21.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-1948, this Award shall operate for a period of three (3) years from the beginning of the next pay period commencing after the date hereof.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 8th day of April, 1949.

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

[L.S.]

Filed at my office this 8th day of April, 1949.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 43 of 1948.

Between Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia, Applicant, and the W.A. Fire Brigades Board, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court. Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, 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.—Rates of Pay.

(a) Basic Wage—	£	s.	d.
Metropolitan Area	6	1	7
South-West Land Division	6	1	3
Goldfields Area	6	9	6
(b) The following workers shall be paid at the margins shown against their respective items—			
	Per week of		
	seven days.		
	Margin over		
	Basic Wage.		
	£	s.	d.
Probationary Fireman 1st two months	0	17	6
Third Class Fireman 10 months	1	5	0
Second Class Fireman	1	10	0
First Class Fireman with less than 5 years' service	1	15	0
First Class Fireman after 5 years' service	2	0	0
Senior Fireman	2	5	0
Senior Fireman in charge of station	2	10	0

(c) Firemen shall automatically progress to 2nd Class after completion of 10 months' service as 3rd Class, and from 2nd to 1st Class after 12 months' service as second class.

(d) Where less than a full week is worked, workers shall be paid at per daily rate of wages for seven days a week.

2.—Service Allowance.

(Additional to items in Clause 1.)

After five (5) years' service workers shall be paid a long service allowance of five shillings (5s.) per week; after ten (10) years' service an additional allowance of two shillings and sixpence (2s. 6d.) per week, and after fifteen (15) years' service a further two shillings and sixpence (2s. 6d.) per week and after twenty (20) years' service a further additional allowance of two shillings and sixpence (2s. 6d.) shall be paid.

3.—Emergency Calls.

Any worker while off duty who is called upon to work outside his platoon hours shall be paid at the rate of six shillings and threepence (6s. 3d.) per hour or part thereof. Time to commence when the call is received provided he reports for duty within thirty (30) minutes after the receipt of such call until the signing off at the station.

4.—Motor Drivers' Allowance.

Motor drivers who are rostered to drive the motor pumps at Headquarters and Fremantle shall be paid one shilling (1s.) per week in addition to their ordinary rate of pay.

5.—Relieving.

(a) Any worker stationed in the metropolitan area and required to take up duty outside such area for a period of less than three (3) months shall be regarded as "relieving" and shall be entitled to the allowance provided in clause (6) six.

(b) Relieving shall be spread over as many of the staff as possible.

(c) When a fireman is sent to relieve an officer at a station that is manned only by an officer, he shall be paid two shillings (2s.) a shift on that account.

6.—Travelling or Relieving Allowance.

Travelling or relieving allowance beyond the metropolitan area shall be granted on the following scale:—

All ranks actual travelling, ten shillings (10s.) per day.

All ranks, relief first ten days, ten shillings (10s.) per day.

All ranks, balance of time, three shillings and sixpence (3s. 6d.) per day.

7.—Meal Allowance.

A worker relieving away from his home station, unless notified on the previous day shall be allowed two shillings and sixpence (2s. 6d.) for each meal necessarily incurred; provided that no allowance shall be paid where the worker receives an allowance under clause six (6) of this Award.

Provided further that in no case shall the worker be entitled to the allowance as aforesaid for more than the first day of any period of relieving.

8.—Goldfields Allowance.

Workers employed at Kalgoorlie and Boulder shall receive an allowance of two shillings and fourpence (2s. 4d.) per week.

9.—Hours of Duty.

(a) The hours of duty shall be worked on a system of three shifts by workers known as the "A" platoon; the "B" platoon, and the "C" platoon and each platoon shall perform an average weekly tour of duty of 56 hours over a period or cycle of six weeks. Provided that a probationary fireman shall not be drafted to a platoon nor be called upon to attend at the station on Saturdays after 12 noon, on Sundays, and/or gazetted public holidays.

(b) The 24-hour daily tour of duty shall be performed by two of the three platoons, as under:—

Day Shift—8 a.m. to 6 p.m. on the same day.

Night Shift—6 p.m. to 8 a.m. on the following day.

The platoon rostered for duty on the day shift shall assume duty on the station at 8 a.m. and remain on duty until 6 p.m. on the same day, and the platoon rostered for duty on the night shift shall assume duty on the station at 6 p.m. and remain on duty until 8 a.m. on the following morning.

Each platoon shall, in rotation, work two consecutive day shifts and two consecutive night shifts in a period or cycle of six days.

Each platoon shall, in rotation, be off duty except as provided in clauses 3 and 10 for 24 hours between the conclusion of the second day shift, and the commencement of the first night shift and, except as provided in clauses 3 and 10, for 48 hours between the conclusion of the second night shift and the commencement of first day shift of the second six-day cycle.

(c) Notwithstanding anything contained in the foregoing it is provided that a worker may, for the efficient working of the service, be required to change from one platoon to another.

(d) Day Shift—All routine duties and drills, except as hereinafter provided, shall be performed between the hours of 8 a.m. and 4 p.m. and the platoon shall stand by on the station for fire calls from 4 p.m. to 6 p.m.

Night Shift—The platoon shall stand by on the station for fire calls from 6 p.m. to 8 a.m. on the following morning. The bells shall be rung at 7.15 a.m.

(c) Notwithstanding anything contained in the foregoing, it is provided that a worker, while on duty at the station, may be called upon to perform any of the following duties:—

- (i) Watchroom duty;
- (ii) any work incidental to a fire call or emergency call for special services ordinarily performed by firemen;
- (iii) station domestic work;
- (iv) the manning and driving of any of the Fire Brigade Board's motor vehicles;
- (v) work of an urgent nature incidental to a breakdown of fire alarms, fire appliances or equipment; provided that if work of this nature extends beyond one hour, a penalty rate of two shillings (2s.) an hour in addition to the worker's ordinary rate shall be paid.
- (vi) Drill under night conditions for an aggregate period of not more than six (6) hours per year.

10.—Overtime.

Any work done outside the platoon hours including travelling within the metropolitan area, shall be paid for at the rate of time and a half, except as otherwise herein provided. For this purpose overtime shall be calculated on the basis of forty-eight hours per week.

Motor drivers, whilst engaged in driving the Board's cars for journeys extending beyond twenty-four hours, shall receive an additional allowance of 5s. per day, and in such cases no overtime shall be paid.

11.—Meal Hour.

One hour shall be allowed for all meals which shall be taken on the station.

12.—Sick Leave.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service.

(ii) The liability of the employer shall in no case exceed one (1) week's wages during each calendar year in respect of each worker but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.

(iii) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(b) 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 more than one rostered shift.

(d) No payment shall be made for any absence due to the worker's own fault, neglect or misconduct, or where the worker does not notify his station of his sickness within four hours of the commencing time of his shift.

13.—Accident Pay.

Full pay shall be paid for accidents on duty whether occasioned incidental to a fire call or not.

14.—Uniforms.

All uniforms, as required, shall be supplied by the Board.

15.—Watchroom Duty.

Watchroom duty shall be performed as required by the Chief Officer.

16.—Residence.

No restriction shall be placed on men who are off duty as to place of residence, duty, or otherwise except as provided in clause three (3) (Emergency Calls).

17.—Salvage Duties.

Where possible, opportunity shall be given to workers to change into dry clothing where their uniforms have become wet.

18.—Annual Leave.

After the expiration of one (1) year's service, workers shall be entitled to twenty-one (21) days' annual leave on full pay and thereafter a pro rata allowance. Provided that no leave shall accrue to any worker until he has served three (3) complete months.

19.—Payment of Wages.

Wages shall be paid weekly.

20.—Vacancies.

When a vacancy occurs in a rank higher than first class, applications shall be invited by the Chief Officer from qualified men in the class immediately below that in which the vacancy occurs, and all things being equal, a selection shall be made from such applicants for the vacancy.

21.—Transfers.

When a worker is transferred from one station to another by direction of the Board all reasonable expenses shall be paid by the Board; except in such cases where a worker is transferred from one station to another as a punishment.

22.—Cleaning After Fires.

Reasonable time not exceeding fifteen minutes shall be allowed for changing and cleaning after completion of duties, on return from a fire and prior to leaving the station.

23.—Charges Against Employees.

When a worker is suspended and is summoned to appear before an officer of the Fire Brigades Board to answer a charge he shall be informed of the particular charge at least forty-eight hours before the hearing thereof, and shall have access to all reports which are put in as evidence against him. He shall have an advocate from the union to assist him. He shall be allowed to call evidence on his behalf, and to hear all evidence against him.

24.—Appeal Board.

Every worker shall have the right of appeal from a decision of the Fire Brigades Board affecting his employment, to an appeal board constituted of one representative of the Fire Brigades Board, one representative of the union and a stipendiary magistrate (or some other person appointed by the Court) as chairman.

25.—Membership of Union.

Every man employed as a permanent or probationary fireman must when assuming duty apply for membership in the Western Australian Fire Brigades Employees' Industrial Union of Workers (Coastal Districts) and, if elected, remain a member of the union whilst in the service of the Board.

26.—Definition.

In the constructions of these presents the term "worker" shall apply to and include the several classes of workers specified in clause 1.

27.—Bedding.

All beds and bedding requirements shall be provided by the Fire Brigades Board and replacements due to fair wear and tear shall also be provided by the Board.

28.—Holidays.

On Saturdays after 12 noon, on Sundays, and on all gazetted public holidays, firemen shall not engage on work other than that specified in clause 9, sub-clause (e) (i), (ii), (iii), (iv) and (v).

29.—Seniority.

Seniority shall rank in the following order:—

- (i) Senior Fireman in charge of a station;
- (ii) Senior Fireman;
- (iii) First Class Fireman;
- (iv) Second Class Fireman;
- (v) Third Class Fireman.

30.—Term of Award.

The term of this Award shall be three years from the date thereof; provided that at any time after the expiration of twelve months, application may be made

to the Court of Arbitration to alter, amend, or vary the same, in accordance with the provisions of the Industrial Arbitration Act, 1912-1948.

31.—Application of Award.

Nothing herein contained shall apply to auxiliary firemen who may be employed under the conditions laid down from time to time in the rules and regulations issued under the provisions of the Fire Brigades Act.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 21st day of February, 1949.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Filed at my office this 21st day of February, 1949.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 293 of 1948.

Between Printing Industry Employees' Union of Australia, Western Australian Branch, Industrial Union of Workers, Perth, Applicant, and Hoeking & Company Limited, and Others, Respondents.

HAVING heard Mr. G. W. Jones on behalf of the Applicant and Mr. F. S. Cross on behalf of the Respondents, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 20 of 1937, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 9th day of March, 1949.

By the Court,

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Schedule.

Clause 4.—Hours of Labour.

Delete subclause (e) Balance of Staff, and insert in lieu thereof the following:—

(e) Balance of Staff.—Should the occasion arise through absenteeism, sickness or accident, the balance of the staff is not maintained as rostered for, arrangements shall be made between the House and the Chapel to recall a worker who has been rostered off. Payment for this extra shift shall be at ordinary rates, and no time off shall be given to compensate for the necessity of working this shift. No time shall be deducted from the wages of the worker so recalled by reason of late start, provided that the worker commences duty as soon as is reasonably possible in the circumstances. Provided further that if a worker is absent through sickness or accident for a period exceeding two weeks, the employer shall replace such worker during his absence if a suitable substitute can be arranged.

Clause 5.—Wages.

Delete this clause and insert in lieu thereof the following:

The minimum weekly rate of wages shall be:—
Composing Room (Newspaper Section.)

	Margins	
	Night.	Day.
	£ s. d.	£ s. d.
Linotype Operators	3 19 0	3 7 0
Floorhands	3 9 0	2 17 0
Linotype Mechanics	2 16 6	2 4 6

Operators looking after their own machines shall be paid ten shillings (10s.) per week extra, providing always that the day shift operator or operators on one day in each week shall attend to his or their machine or machines without such payment.

Jobbing machine compositors working part-time doing newspaper work on display machines shall be paid a proportionate rate between the newspaper operator

and jobbing rates, this provision to apply only when employed for more than one hour per shift on the machine. If employed for four (4) hours or more, the time operator's rate shall be paid for the full shift.

Readers.

	Margins	
	Night.	Day.
	£ s. d.	£ s. d.
Readers	3 14 0	3 2 0
Adult Assistant Readers ..	1 8 0	16 0

Cadet Readers.

Cadet readers shall serve three (3) years or longer, but shall not be classified as adult readers' assistants until reaching twenty-one years of age.

The cadet readers' rates of pay shall be:—

	Percentage of Basic Wage.	
	First year	Second year
First year	35	50
Second year	50	70
Third year	70	90
Fourth year	90	

On attaining 21 years 100 per cent. (plus 10 per cent. over basic wage).

Cadet readers engaged on night work shall be paid twelve shillings (12s.) in addition to the above-mentioned rates.

Stereotypers.

	Margins	
	Night.	Day.
	£ s. d.	£ s. d.
Head Stereotyper	3 4 0	2 12 0
Stereotyper	2 14 0	2 2 0
Assistant Stereotyper ..	2 3 6	1 11 6

The proportion of employees shall be one assistant stereotyper to two (2) stereotypers.

Rotary Machinists.

	Margins	
	Night.	Day.
	£ s. d.	£ s. d.
Head Machinist	3 0 6	2 8 6
Second Machinist	2 10 6	1 18 6
Third Machinist	2 3 6	1 11 6

Publishers.

	£ s. d.	£ s. d.
Head Publisher	2 5 0	1 13 0
Publisher	1 15 0	1 3 0

Assistant Linotype Attendants.

	Percentage of Basic Wage.	
	During first year	During second year
During first year	45	50
During second year	50	55
During third year	55	65
During fourth year	65	

Provided that a worker over eighteen (18) and under twenty-one (21) years of age shall receive seventy-five per cent. (75%) of the basic wage.

If employed at night an assistant linotype attendant shall be entitled to twelve shillings (12s.) per week in addition to the abovementioned rates.

After completing five (5) years, an assistant linotype attendant shall be classified as a cleaner of slug casting machines and shall receive a margin of 16s.

Commercial Jobbing Department.

	Margin	
	Day.	£ s. d.
Compositors and letterpress machinists solely employed on commercial jobbing work	2 5 0	
Operators solely employed on commercial jobbing work	3 1 0	

Girls in Jobbing Room.

	Percentage of Basic Wage.	
	First six months	Second six months
First six months	40	45
Second six months	45	55
Third six months	55	55
Fourth six months	55	65
Fifth six months	65	75
Sixth six months	75	
Thereafter up to 21 years and/or until five years' service is completed ..	100	

On attaining 21 years and on the completion of five years' service 100 per cent. (plus 20s. margin).

Girls in charge, ten shillings (10s.) per week extra.

Basic Wage.

The basic wage upon which the rates prescribed in this Award are based is £6 9s. 6d. per week for males, and £3 9s. 11d. per week for females.

Clause 9.—Overtime.

Delete subclause (a) and insert in lieu thereof the following:

(a) Overtime shall be paid for at the rate of time and one half for the first three (3) hours, and double time thereafter. When overtime is worked any part of a quarter of an hour shall be counted as a full quarter of an hour.

Clause 10.—Holidays.

Delete subclauses (a) and (b) and insert in lieu thereof the following:—

(a) Every worker shall receive four (4) consecutive weeks' annual leave in each year on full pay, at a time convenient to the employer; provided always that should the services be brought to a termination after the expiration of three (3) calendar months but before the expiration of twelve (12) calendar months, the said four (4) weeks' holiday shall be commuted to a holiday for one day and two-thirds for each calendar month's service or greater part thereof: Provided that, if any of the holidays mentioned in the next subclause fall within the four (4) weeks abovementioned, extra days shall be added to the four (4) weeks in lieu thereof.

(b) One day at Christmas and one day at Easter shall be paid holidays for the newspaper section, and Easter Monday and Christmas Day shall be paid holidays for the jobbing section, and should any employee be required to work on these days and/or nights or any day and/or night of his annual leave, he shall receive double pay for the time worked in addition to holiday pay; provided that should any of the holidays abovementioned fall on a Saturday or Sunday and/or on the rostered day or night off of any worker, another day's holiday shall be substituted. Provided always that if the employer determines it is impracticable or inadvisable to substitute another day or night off in lieu as allowed for in this proviso, payment shall be made for the shift at ordinary rates. For overtime worked on any holiday the rates shall be those prescribed in Clause 9, subclause (a) and calculated on the basis of the pay prescribed for work performed on any holiday.

Clause 24.—Sick Pay.

Delete this clause and insert in lieu thereof the following:—

Any weekly time-worker not attending for duty will lose his pay for the actual time lost unless he produces, or forwards within 28 hours of the commencement of such absence, evidence satisfactory to the employer that his non-attendance was due to personal ill-health necessitating such absence, but he shall not be entitled to payment for non-attendance on the ground of personal ill-health for more than six days, and in the case of a female worker, twelve days, in each year, notwithstanding that he may be employed by different employers.

The parties to this Award reserve the right to alter the foregoing clause should accumulated leave become the general standard.

The provisions of this clause shall not be deemed to exclude any right of a worker under the Workers' Compensation Act or the Employers' Liability Act.

Clause 30.—Apprentices.

Delete subclause (29) and insert in lieu thereof the following:—

(29) All apprentices indentured under this Award shall have full facilities afforded them at least once a year for two weeks' instruction in their trade at Perth Technical College, the period to be arranged between the employer and the Technical Authorities. Wages to be paid by the employer.

INDUSTRIAL AGREEMENT No. 11 of 1949.

(Registered 5/5/49.)

THIS Agreement made this Fifth day of May, One Thousand Nine Hundred and Forty-nine between the Australian Workers' Union, Westralian Branch, Industrial Union of Workers, of the one part, and the Minister for Works, Minister for Lands and the Commissioner of Main Roads of the other part, whereby it is mutually agreed as follows:—

1.—Area and Application.

This Agreement shall apply to construction and land clearing foremen employed by the Minister for Lands; the Commissioner of Main Roads; and the Minister for Works in the Hydraulic Engineers' Branch, within the State of Western Australia.

2.—Wages.

	Per Week.		
(a) Basic Wage—	£	s.	d.
Metropolitan Area	6	4	9
Elsewhere in South-West Land Division .. .	6	4	4
Goldfields and other parts of the State .. .	6	12	9
(b) The margins payable under this Agreement shall be—			
Land Clearing—			
Minimum	2	0	0
Maximum	2	10	0
General Construction—			
Minimum	3	0	0
Maximum	4	10	0

(c) The departmental head in all cases shall decide the classification of the respective foremen.

3.—District Allowance.

Foremen shall be paid the same district allowance as that paid to the men under their control.

4.—Camp Allowance.

(a) Employees who are obliged to live in a tent at or near the works shall, except as hereinafter provided, receive an allowance of £1 per week where a cook is not provided at the department's expense.

(b) Where a cook is so provided, the camp allowance shall be reduced to ten shillings (10s.) per week.

(c) For broken periods this particular allowance shall be calculated at one-fifth (1/5th) of the total per day. The above allowance covers a week of five (5), six (6), or seven (7) days.

5.—Travelling Allowance.

When travelling on duty and out of pocket expenses for meals or bed are necessarily incurred, a reasonable allowance with a minimum of two shillings (2s.) per item shall be paid: Provided an employee who is notified or is aware on the previous day that he will be required to travel within his own district shall not be entitled to claim for lunch on the first day.

6.—Annual Leave.

(a) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by the department after a period of twelve months' continuous service with the department.

(b) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) A worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve months' continuous service, in which case should the services of such worker terminate or be terminated prior to the completion of twelve months' continuous service, the said worker shall refund to the Minister the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.

(d) (i) Subject to paragraph (ii), when computing the annual leave due under this clause no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds three (3) calendar months, in which case deduction may be made for such excess only.

(ii) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six months only of any such period shall count as service for the purpose of computing annual leave.

(e) In the event of a worker being employed by the department 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 department.

(f) Any worker who may resign or be dismissed from the service for any cause, other than for pecculation 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 pecculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not effect accumulated annual leave or payment therefor.

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

(h) Workers regularly working for the Government North of South Latitude 26 shall be allowed to accumulate annual leave for two years, subject to the convenience of the department. Such workers who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.

(i) "Ordinary wages" for the purpose of subclause (a) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

7.—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) 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.

8.—Sick Leave.

Sick leave not exceeding one week 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: Provided that sick leave shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.

9.—Long Service Leave.

Long service leave shall be granted in accordance with the conditions applying to Government full time wages employees generally as now in force or as amended during the currency of this Agreement.

10.—Hours of Labour.

The hours of labour shall be those applying to other workers on the job, provided that—

(a) foremen shall not be entitled to payment for overtime unless called on to work such overtime with other workers for more than an aggregate of two (2) hours in any week;

(b) when the aggregate overtime exceeds two (2) hours in any week, the whole of such overtime shall be paid for at the rate of time and a half. Sunday time included in the time for which overtime is paid shall be paid for at the rate of double time;

(c) overtime shall not be construed as meaning 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;

(d) the overtime rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time, i.e., twice the ordinary rate, shall be the maximum.

11.—Camp Equipment.

Stretchers, mattress, pillow and requisite cooking utensils shall be provided by the department for employees who are obliged to camp at or near the works.

12.—Rail Passes.

At the Christmas vacation employees shall be granted free return rail passes from the work to place of engagement.

13.—Preference.

Preference of employment shall be given to financial members of the Australian Workers' Union.

14.—References.

The department shall give each employee, on termination of service, a reference containing information in regard to period of service and nature of duties performed.

15.—No Reduction.

Any employee who has been prior to the date of this Agreement in receipt of a higher rate of pay than that specified herein shall not suffer any reduction in such amount solely by reason of this Agreement. Provided, however, that on re-employment following any break of service the wage shall be governed by the terms of this Agreement.

16.—Contract of Service.

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.

17.—Board of Reference.

In the event of a dispute arising upon any matter shown in this Agreement, the point in dispute shall be referred to a Board consisting of a representative of the department, a representative of the Union, and a Chairman to be mutually agreed upon by such representatives; failing their agreement, the Industrial Registrar of Western Australia shall be Chairman. The decision of the Board shall be final and binding.

18.—Term.

This Agreement shall operate for a term of three (3) years from the date hereof.

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

V. DONEY,
Minister for Works.

Signed by the said Minister for
Works in the presence of—

B. Whitely,
Witness.

L. THORN,
Minister for Lands.

Signed by the said Minister for
Lands in the presence of—

P. Davies-Moore,
Witness.

J. W. YOUNG,
Commissioner for Main Roads.

Signed by the said Commissioner
for Main Roads in the presence
of—

S. Parrick,
Witness.

Signed for and on behalf of the
Australian Workers' Union,
Western Branch, Industrial
Union of Workers—

[L.S.]

C. H. GOLDING,
Secretary.

INDUSTRIAL AGREEMENT, No. 6 of 1949. (Registered 9/2/1949.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this 1st day of February, one thousand nine hundred and forty-nine between the Honourable the Minister for Industrial Development for the State of Western Australia, (hereinafter referred to as "the employer") of the one part and the West Australian Timber Industry Union of Workers (hereinafter referred to as "the union") of the other part, whereby the said parties mutually agree as follows:—

1.—Area and Scope.

This Agreement shall apply to all workers engaged in the occupations mentioned herein employed in, or in connection with, the Wood Distillation, Charcoal Iron and Steel Industry at Wundowie, as carried on by the Minister for Industrial Development: Provided it shall not apply to workers in this industry who are covered by Award No. 7 of 1948, as made between the Australian Workers' Union and the Hon. Minister for Industrial Development.

2.—Term.

The term of this Agreement shall be one year from the date hereof.

3.—Interpretations.

The provisions of clause 2 of Award No. 17 of 1947 shall apply for the purpose of this Agreement.

4.—Rates of Pay.

Per Week.
£ s. d.
Basic wage 6 1 3
The following workers shall be paid the margins shown against their respective items:—

Item.	Margin over Basic Wage Per Week. £ s. d.
1. Log band sawyer, with or without Symonson turner	2 6 0
2. No. 1 benchman, with or without Symonson turner	2 6 0
3. Twin sawyer, planking out and flitching to size	2 6 0
4. Vertical sawyer, with or without Symonson turner not otherwise classified	1 11 6
5. Other breaking-down sawyers who do not cut planks to size	1 11 6
6. No. 2 benchman	1 14 6
7. No. 3 benchman	1 3 6
8. Steam and other power-driven crosscut sawyer	1 2 0
9. No. 4 benchman	12 0

4.—Rates of Pay—continued.

	Margin over Basic Wage Per Week. £ s. d.
10. Dockermen— Main dockers: Dockerman	19 0
Dockerman and tallyman	19 0
Tallyman	19 0
Marker	5 0
Other dockers: Dockerman	10 6
Dockerman and tallyman	10 6
Tallyman	10 6
Marker	5 0
11. Firewood dockers	Nil
12. Pullers out and/or assistants on No. 1 bench— (a) Single handed on dead or hand propelled roller	1 11 6
(b) Double handed on dead or hand propelled roller	19 0
(c) Friction feed, leverman	13 6
(d) Handleman	19 0
13. Pullers out and/or assistants on No. 2 bench— (a) Single handed on hand propelled roller	1 2 0
(b) Double handed on hand propelled roller	13 6
(c) Leverman, friction feed or split roller	11 6
(d) Handleman	13 6
14. Pullers-out and/or assistants on No. 3 bench	8 6
15. Pullers-out and/or assistants on No. 4 bench	Nil
16. Assistants on any breaking down saw or breaking down bench	13 6
17. Saw doctor (as defined)	2 15 0
18. Saw sharpener	1 5 0
19. Saw sharpener's assistant	Nil
20. Millwright (as defined)	2 6 0
21. Carpenter and/or joiner	2 0 0
22. Carpenter-bush	1 5 0
23. Carpenter's labourer	9 0
24. Belt repairer other than machinist or sawyer repairing his own belts	12 0
25. Hand crosscut sawyer (This does not apply to persons using a small hand saw nor to persons crosscutting sawn or hewn timber of less than 80 inch girth.)	5 0
26. Stacker who stacks timber for seasoning by the process of stripping (stacker-in-charge of stack)	13 6
27. Stackers other than above	Nil
28. Tallyman-yard	1 3 6
29. Log loaders	14 6
30. Hookman and/or log yardman	14 6
31. Assistant to above	Nil
32. (a) Watchman (performing watching duties and mill cleaning 104 hours per fortnight)	9 0
(b) Watchman (performing watching duties, mill cleaning and attending boilers, 104 hours per fortnight)	15 0
(c) A nightwatchman who is required to perform the duties of a certificated steam pump attendant or to maintain steam for a drying kiln, shall be paid one shilling and sixpence (1s. 6d.) per shift in addition to the prescribed rate.	
33. Mill cleaner	Nil
34. Faller	1 11 6
35. Swamper— Logging with tractor	1 2 0
Other	10 0
36. Spotter for circular saw benches	1 11 6
37. Mill greaser	7 6
38. Log truckman	5 0

4.—Rates of Pay—*continued.*

	Margin over Basic Wage Per Week.	£	s.	d.
39. Horse-drivers—				
One or two horses	15	0		
Three horses	1	0	0	
Each additional horse	2	6		
40. Tractor and motor drivers—				
(a) Caterpillar or crawler tractor driver	1	17	6	
(b) Quad driver log loading by hoist	1	15	0	
(c) Motor lorry driver log hauling from stump	1	13	0	
(d) Motor lorry driver log hauling from landing	1	10	0	
(e) Motor lorry driver, conveying sawn timber—				
Not exceeding thirty (30) cwt. capacity	19	6		
Exceeding thirty (30) cwt. and not exceeding three (3) tons capacity	1	4	6	
Exceeding three (3) tons capacity	1	10	0	
41. Galloper out	5	0		
42. Other unclassified male adults ..	Nil			
43. Buggy attendant	5	0		
44. Junior Workers:—				
The rate for junior workers shall be as under—				

	Per cent.
Up to 16 years of age ..	30
16 to 17 years of age ..	35
17 to 18 years of age ..	45
18 to 19 years of age ..	60
19 to 20 years of age ..	70
20 to 21 years of age ..	90

5.—Piecework.

(1) An employer may make a contract with a worker or group of workers for payment by results by piecework.

(2) All disputes between employers and workers or groups of workers, or between the employer and the union concerning any matter relating to payment by results shall, in default of agreement between the employer and his workers or the employers and the union, be referred to a Board of Reference for determination.

(3) The rates now being paid shall be continued until altered or revised pursuant to the provisions of this clause.

(4) When entering into a contract for piecework the rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity over a period of three (3) months, if the contract were to be of that duration in the locality specified, for a full week's work of the ordinary hours as prescribed herein for day workers ten per cent. (10%) or more above the minimum time rate of pay as prescribed herein for such week's work plus allowances for holidays, where same are commuted to a weekly payment, and such allowances, if any, pursuant to clauses 17 and 30.

(5) Any contract for piecework shall contain in express terms a statement as to whether holiday pay is included in the price to be paid for the work.

(6) (a) Contracts for piecework may be revised at the end of each three (3) monthly period from their date.

(b) If any increase or decrease in the basic wage as proclaimed from time to time is not included in the piecework rates, the worker's earnings shall be increased or decreased, as the case may be, in accordance with such increase or decrease in the basic wage.

(7) Where a worker works part of a week at piecework rates and part at time rates, he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done, and, in addition thereto, such proportionate amount at time rates of pay as prescribed in this Agreement for the portion of the week worked at time rates. In the latter case, the rate of pay shall include such amount, if any, apportioned pro rata if necessary, to which he would be entitled under clauses 17 and 30.

(8) A worker working under any system of payment by results shall receive or be credited with at least the time rate of pay apportioned if necessary. Notwithstanding anything elsewhere in this Agreement contained, when any question arises as to whether any pieceworker has received his time rate of pay, the total payment received by him during the past three months, or during the duration of the contract for piecework, whichever period is the shorter, shall be averaged.

(9) Any time occupied by a pieceworker faller in the performance of such work as sharpening saws and axes, and which is usually performed by a time worker during working hours, shall be taken into consideration when fixing the piecework rates.

(10) Time occupied by a pieceworker walking to and from his working place, when such is situated beyond one and a half (1½) miles from the camp, shall be taken into consideration as time worked in fixing piecework rates on the basis of twenty (20) minutes for each mile, both going to and returning from work, between the one and a half (1½) mile point and the working place. If not included when fixing rates for piecework, it shall be paid to the worker as part of his wages.

(11) Where holidays, or equivalent holiday pay, have not been commuted pursuant to subclause (4) hereof, an employer shall grant to any pieceworker in his service paid holidays equivalent to those granted to time workers in accordance with clause 10. Such holidays, when taken out, shall be paid for at the day work rates prevailing when the holidays are taken. Where the term of services is less than twelve (12) months, holidays for pieceworkers shall be assessed and paid for pro rata.

6.—Junior Labour.

(a) The employer may employ juniors in any position which they are capable of filling, but excluding the positions of circular saw operator, dovetailing machinist in box-making, and machinist to any machine other than those hereinbefore allowed or those to be allowed by the Court: Provided that the number of such boys employed in the mill does not exceed the proportion of one in eight (8) of the total adult workers employed.

(b) The employer, within one week of the engagement of a junior under this clause, shall inform the union by registered letter of such employment and the total number of junior and adult workers then employed.

(c) Nothing in this clause shall prevent the instruction and tuition in sawing or machining of any junior employed under this clause, where such instruction or tuition is supervised by an adult worker or foreman.

(d) When any junior is engaged he shall furnish a certificate or statutory declaration as to his age, and the employer may rely on such certificate or declaration until he has had notice in writing of its inaccuracy.

(e) The minimum weekly rates of wages to be paid to juniors shall be as prescribed in clause 4, Item 44 thereof.

(f) In any case in which it is claimed that by reason of any special circumstances it is desirable that a greater or less number of juniors should be employed, an application setting out such special circumstances may be made to the Court for a special order thereon, and the Court may thereupon make such order as it thinks proper under such circumstances.

7.—Shifting or Erecting Camps.

Any worker employed in shifting or erecting camp or assisting therein, or in clearing site for camp, shall be paid at his ordinary rates for the time he is so employed.

8.—Rents for Houses and Huts.

(i) The employer may charge such rents for the use and occupation of the huts or houses owned or controlled by him as may be agreed upon by the employer and worker and the union, and, in default of agreement, such rent (not exceeding the amount ascertained by the application of the Commonwealth Statistician's figures as the average rental for four and five-roomed houses in the four-country-towns statistics for the State) as the Board of Reference may think fit and reasonable.

(ii) In determining what is a reasonable and fair rental the Board of Reference shall—

(a) first ascertain the capital value of the building. Such capital value shall be the actual cost to the employer of the building: Provided that, where the building has been erected prior to the 30th day of June, 1921, there shall be added twenty per cent. (20%) to the cost of the building;

(b) from the capital value so assessed deduct such amount as shall be estimated to equal the depreciation in actual value of the building, in so far as such depreciation diminishes the letting value: Provided that the depreciation shall not be assessed as an amount exceeding three per centum (3%) per annum.

(iii) The reasonable and fair rental shall be deemed to be not more than the total for the following items:

(a) The percentage on the capital value, at the rate of nine per centum (9%) per annum.

(b) The amount of the rates and taxes.

(c) The amount estimated to be required annually for repairs, including painting, maintenance, and renewal (not exceeding the average amount expended for repairs during the last preceding five (5) years where the house has been so long erected).

(d) The cost of insurance.

(e) Any other cost, charge or outgoing considered by the Board of Reference to be fair and/or reasonable.

(f) The amounts ascertained above shall be reduced to a weekly basis.

9.—Sleeping Accommodation.

Where the employer provides houses or huts for the use and occupation of his workers at a bush mill or camp, or in the bush, the following provision shall apply:—

No room shall have floor space less than 10ft. x 12ft. and no room shall have a height of less than 8ft.

10.—Annual Leave.

(a) All workers after twelve months' continuous service other than pieceworkers who are provided for under clause 5 shall be entitled to two (2) weeks' leave on full pay, as prescribed herein.

(b) The annual leave mentioned in subclause (a) hereof may, subject to plant requirements, be taken at the convenience of the management at Christmas time, and the whole of such leave shall be taken at one time.

(c) Workers engaged on essential or ordinary work during the period referred to in subclause (b) hereof shall be allowed equivalent time off at such time as may be mutually agreed upon between the employer and the worker: Provided that all leave accrued in each year shall be taken out between December 1st and the Easter of the next succeeding year.

(d) If after one month's 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 six and two-third ($6\frac{2}{3}$) hours pay at his ordinary rate of wage in respect of each completed month of continuous service and pro rata if an incomplete month.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award, shall not count for the purpose of determining his right to annual leave.

(f) 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 (d) 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.

(g) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

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

(i) Pieceworkers whose holiday pay is provided for under clause 5 shall not be entitled to payment in respect of any holidays or annual leave prescribed herein.

(j) Watchmen may, in lieu of the holidays or annual leave prescribed in subclauses (a) and (b) hereof, be allowed leave at such time as may be mutually agreed upon between the employer and the worker.

11.—Public Holidays.

(a) In addition to their annual leave, the following days shall be observed as holidays:— 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 and any other day proclaimed as a general public holiday.

(b) Whenever any holiday falls on an employee's 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 some subsequent date where the worker so agrees.

12.—Hours.

(a) The ordinary working hours of workers (except night watchmen) shall be forty (40) per week, to be worked in five (5) days.

(b) The daily spread of hours shall be such as may be agreed upon by a majority of the workers and employer concerned in any business and approved of by the Union. In default of such agreement and approval, such hours shall be worked within nine (9) consecutive hours between 7.30 a.m. and 5.30 p.m. on Mondays to Fridays—one hour or such other time as may be agreed upon being allowed for luncheon between 12 noon and 2 p.m.

(c) Subclause (b) hereof shall not apply to watchmen, guards, hookmen, log yardmen, bush landing hookmen, log loaders and log haulers, farriers, bush blacksmiths and tractor drivers, motor lorry drivers and mill greasers.

In the event of a dispute between the employer and the Union as to the reasonableness of the daily spread of hours for these workers, such dispute may be referred to a Board of Reference for decision.

(d) The hours for shiftmen shall be as prescribed by clause 27 hereof.

(e) Every worker who ordinarily works seven (7) shifts per week shall be allowed one Sunday off duty in every four (4) weeks, without loss of pay.

13.—Overtime.

(a) Subject to the following, all time worked outside the spread of hours prescribed in clause 12 hereof, or in excess of the ordinary daily or shift number of hours prescribed therein or elsewhere, shall be paid for as overtime, at the rate of time and a half for the first two (2) hours, and double time thereafter. Work performed during the meal hours shall be paid for at double time rates, but where the total hours worked, including such meal time, do not exceed the prescribed number of hours, then such double time shall be deemed to mean an additional ordinary rate only.

(b) All work performed by a pieceworker before or after ordinary hours of work on the instruction of his employer, shall be paid as overtime at the rate of time and a half for the first two (2) hours and double time thereafter.

(c) Except where it is otherwise prescribed, all time worked by workers other than night watchmen on the holidays to which they are entitled under this Agreement shall be paid for proportionately in addition to the indirect payment, or to the payment by written agreement for holidays prescribed in clause 11 at the ordinary rates, and on Sundays shall be paid for at proportionately double rates: Provided that, in the case of work done on either a Sunday or holiday, payment shall be made for two (2) hours at the least at such double rates.

(d) All time worked by watchmen in excess of one hundred and four (104) hours per fortnight shall be deemed to be overtime and paid for at time and a half rates per hour.

(e) All time worked by workers on Sundays or holidays prescribed herein in maintaining or effecting repairs or renewals to plant or machinery, including the wash-out of boilers, which it is necessary to effect to enable work to proceed on the next working day, shall be paid

for, in the case of Sundays, at the rate of time and a half, and, in the case of such holidays, at ordinary rates in addition to the indirect pay, or to the pay under written agreement for such holidays allowed in clause 11.

(f) All work performed by a pieceworker on Sundays on the instructions of his employer shall be paid for at double rates.

(g) 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.

14.—Tools to be Supplied.

Workers other than carpenters and joiners, wheelwrights, waggon builders, whim repairers, millwrights, bush carpenters, and pieceworkers shall be supplied by the employer with all necessary tools, implements, and plant.

15.—Lower Grade Work.

Where a worker is transferred, without seven (7) days' written notice, to a grade of work carrying a lower minimum rate of wage than that at which he is usually employed, he shall be paid during such seven (7) days, or any less time so employed, the rate of wage he was receiving for the work usually performed by him.

16.—Higher Grade Work.

Subject to the following, where a worker is engaged on higher grade work, he shall be paid the rate prescribed for such higher grade work during the time he is so engaged: Provided that, if engaged at such higher grade work for more than half a day, he shall be paid at the higher rate for the day.

Where a worker is engaged to do work ordinarily consisting of mixed functions coming under varying rates as prescribed herein, he shall be paid at a rate not less than the minimum of the smallest of such rates, plus half the difference at least between the minimum of the smallest and the largest of such rates for such function.

17.—Travelling Time.

(a) Subject to the following, a weekly worker shall, when he is directed or required to work at a place other than his usual place of work, be paid at ordinary rates for all time occupied in travelling to and from the place at which he is so directed or required to work in excess of the time ordinarily occupied in travelling to and from his usual place of work: Provided that such travelling time shall be limited to eight (8) hours in any one day.

(b) Every worker in the bush, except a pieceworker, who is provided for under the provisions of clause 5 shall have a starting place for work, which shall be any point not more than one and a half (1½) miles by the nearest practical route from the camp.

(c) When a worker is required to walk to his work at any place situated beyond the starting point, he shall be paid for all time occupied in walking between the starting point and the work-place at the rate of twenty (20) minutes for each mile or part thereof, both going and returning, that the work place is beyond the starting point.

(d) New starting places in the bush shall be fixed by agreement between the employer and the Union, and, in default of agreement, by the Board of Reference.

18.—Payment of Wages.

(a) All wages due and payable to workers in the bush and at bush saw mills shall be paid in such manner as may be agreed upon between the employer, the worker, and the Union; or, in default of such agreement—

(i) where a Bank exists within five (5) miles of the mill or place where the work is performed, weekly in cash at the mill or such place;

(ii) where no Bank exists within five (5) miles of such mill or place, fortnightly or bi-monthly in cash at such mill or place.

Over and above that becoming due on each such period, as the case may be, not more than six (6) days' pay shall be kept in hand by the employer.

(b) If any worker be kept waiting for payment of his wages after working hours for more than fifteen (15) minutes, he shall be paid at ordinary rates for all time he is kept waiting from the termination of his working hours until he is paid.

(c) Should any worker wherever employed be dismissed during the course of a week, he shall be paid at the usual place of payment on demand there by him any wages which are legally due to him within fifteen (15) minutes of dismissal: Provided that, if the usual place of payment be on the work in the bush, then such place of payment shall be deemed to be the nearest office of such employer thereto.

(d) After the thirtieth (30th) day of June in each year, on the request of a worker, the employer shall supply such worker with a statement showing the amount of wages earned by him whilst in the employment of the employer during the preceding twelve (12) months, together with the amount deducted from the wages of such worker by statutory authority.

19.—Classification of Benches.

The following provisions apply to bush saw mills:—

(a) The present de facto classification of saw benches shall continue.

(b) When a classification of any new, or reclassification of any existing bench or benches is required by the claimant union or any employer, the union or employer shall give a week's notice thereof to the union or employer concerned, as the case may be, and such classification shall be as may be agreed upon, and, in default of agreement, as determined by an expert benchman, who shall be appointed as umpire by the representative of the union and the representative of such employer.

The decision of such umpire shall be final, and shall be reduced to writing and signed by him, and shall forthwith be forwarded to the Registrar of the State Arbitration Court.

In default of appointment of such umpire, the matter shall be determined by a Board of Reference.

(c) Each mill shall have exhibited in some prominent place on its premises where it may be conveniently inspected, a notice showing the name, designation, or description of each saw bench, and opposite thereto in a separate column the classification of same for the time being, and in a third column the number of the item in the wages schedule under which payment is made.

20.—Sawyer to have Puller Out.

No sawyer shall work a running-out saw bench cutting six (6) feet in length or over without having a puller-out engaged; and no sawyer shall be employed to work any bench when cutting over eighteen (18) feet in length unless two (2) pullers-out are engaged. The foregoing shall not apply in cases where special appliances are provided on small benches for taking timber away from the saw after it is cut.

21.—Time Book.

(a) The employer shall keep a time book or sheets or cards showing the names of his workers, the number of hours worked by each (except as to pieceworkers), the rates of pay, and the wages payable and paid to each worker and the nature of the work done

(b) The Secretary or Branch Secretary of the Union, or any official of the Union thereunto authorised in writing by the Union, on production of such authority to the employer or his local manager, shall be allowed at all reasonable times to inspect such time book, sheets, or cards, and to make a copy of same. Such time books, sheets, or cards, for the last preceding twelve (12) months shall be kept available for this purpose.

(c) The Secretary or Branch Secretary of the Union, or any official thereunto authorised in writing by the Union shall, on production of such authority to the employer or his local manager, be allowed at all reasonable times to inspect any part of an employer's works where it suspected that a breach of this Agreement has occurred, or is occurring, but such inspection shall be carried out in the company of the employer or someone

on his behalf. The employer shall provide the necessary facilities for the investigation of the breach, or the supposed breach, of the Agreement, including access to the time books, sheets, or cards referred to above. The Union officials shall not interfere with or inconvenience the work and duties of the men more than is absolutely necessary for the proper investigation of the breach, or supposed breach of the Agreement.

22.—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 or be employed at the proposed lesser rate.

23.—Posting of Agreement.

A copy of this Agreement shall be posted or exhibited by the employer in a conspicuous place, easily accessible to his workers on each of his works.

24.—Contract of Service.

All workers, except those engaged on piecework or on casual work, shall be employed on a weekly engagement, subject to the following terms:

(a) A worker shall perform such work as the employer shall from time to time require, on the usual days and within the prescribed hours: Provided that, until the seven (7) days' notice of transfer to a lower grade prescribed by clause 15 hereof expires, such work shall be of or be paid for as of a similar class to that usually performed by such worker.

(b) Employment during the first week of such engagement shall be from day to day, at the weekly rate prescribed, except in the case of re-engagement within one month after the termination of a previous service of the worker under the employer.

(c) A worker, to become entitled to payment of the weekly wage, must be ready and willing to work on the days and during the hours usually worked by the class of worker affected. A worker shall not be entitled to payment for any time during which he is absent from his employment, except as provided for in clauses 11 and 29.

(d) Subject to the provisions of the two next succeeding paragraphs, a week's notice of the termination of such engagement shall be given on either side. Such notice may be given on any day during the week to terminate such engagement on the corresponding day of the following week or on any later day thereof: Provided that, in the case of work in the bush and at bush mills, such notice may be dispensed with by the consent in writing of the employer and worker.

(e) The employer may dismiss any worker peremptorily without notice for malingering, inefficiency, otherwise than through temporary illness, neglect of duty or misconduct, and pay the worker's wages up to the time of such dismissal only.

25.—Breakdowns, etc.

The employer may deduct payment for any day or portion of a day the worker cannot be usefully employed because of any strike by or participation in any strike by the Union, by any Branch of the Union or by any members or member of the Union, employed by the employer, or because of any strike by or participation in any strike by any other union, branch of any other union, or members or member of any other union employed by the employer, or because of any breakdown of machinery or because of any other stoppage of work for any other cause for which the employer cannot be held responsible: Provided that no deduction shall be made unless such stoppage exceeds two (2) hours; so as to obviate as far as possible loss of time to the worker, all plant and machinery shall be kept in a reasonable state of repair by the employer, and every effort shall be made by him to ensure a constant supply of logs at the mill.

26.—Transport of Workers.

Where means of transport to the bush or bush saw-mills are provided by the employer, on the termination of service of a worker, that worker, his family, and his

goods and chattels shall be transported free of charge within forty-eight (48) hours of receipt by the employer of notice of such transport is required. But a worker shall not be entitled to free transport on a route along which the public is regularly transported for payment; on the other hand, he shall not be charged a rate on such route in excess of that regularly charged to the public.

27.—Continuous Process and Other Continuous Shift Workers.

The hours of work, spread of shift, overtime and penalty rates for such workers, and all other matters affecting continuous process and shift work, shall be in accordance with the provisions of clauses 5 and 6 of Award No. 7 of 1948 made between the Australian Workers' Union and the Hon. Minister for Industrial Development.

28.—Board of Reference.

The Court appoints for the purpose of the Agreement:

(a) A Board of Reference to consider and deal with matters mentioned in clause 8.

(b) A Board of Reference to consider and deal with the matters mentioned in clause 19.

(c) A Board or Boards of Reference for the purpose 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 other matters that the Court hereby refers or may from time to time refer for decision to the Board.

(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.

(e) Each Board shall consist of a chairman and two (2) representatives, one representative to be nominated by each party.

(f) Separate Boards may be appointed where deemed necessary or advisable for different branches of the industry and/or for different localities.

29.—Absence Through Sickness.

(a) A worker (except a worker on piecework or a casual worker) shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (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 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.

30.—Allowances

(a) On all dockers where more than one man is employed the responsible man shall be paid at the rate of three shillings (3s.) per week in addition to the rates specified.

(b) Horsedriver grooming and feeding one or two (2) horses outside ordinary hours shall be paid one shilling (1s.) per day extra and one shilling (1s.) for Sunday. If more than two (2) horses the rate shall be two shillings (2s.) per day extra and two shillings (2s.) for Sunday.

(c) The following workers supplying their own tools (except dogs and cramps of all descriptions, augers of all sizes, bits not ordinarily used in a brace, and all hammers, except claw hammers, all of which shall be supplied by the employer) shall receive the following tool allowances:

Carpenters and joiners and millwrights, three shillings (3s.) per week.

(d) A faller engaged on day work and using his own tools and implements shall receive an allowance of one shilling (1s.) per day while so engaged.

(e) A leading hand shall receive one shilling (1s.) per day in addition to his ordinary pay.

(f) Casual labourers shall be paid one shilling (1s.) per day in addition to the ordinary rates. For the purpose of this allowance "casual labourer" shall mean a worker who does not come within the purview of "casual workers" as defined in the Interpretation Clause, and who is employed for less than one week.

(g) Where a worker is called upon to work in water or slush more than six (6) inches deep, he shall be paid an allowance of one shilling (1s.) per day, or be provided by the employer with rubber boots whilst so employed.

(h) A worker who is required by his employer to camp in a tent shall be paid a camping allowance at the rate of five shillings (5s.) per week.

31.—Part Time Employment.

Notwithstanding anything contained in this Agreement to the contrary, the employer and the Union are hereby empowered, in the case of emergency or for other cause, which to them may seem sufficient, to provide for a shorter working week at the rate of wages specified in this Agreement, but proportioned to the time to be worked. If such agreement is arrived at, the workers affected shall cease to come within the scope of clause 24 as to weekly hiring, and shall be deemed to be employed under a contract of daily hiring for the period mentioned in the Agreement. Any agreement hereunder shall be in writing and signed both by the employer and the secretary or other authorised officer of the Union.

32.—No Reduction.

This Agreement shall not in itself operate to reduce the wages of any worker who is at present receiving more than the minimum rate prescribed herein for his class of work.

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

Signed by the said Minister for Industrial Development for the State of Western Australia, in the presence of—

D. Grovecott.

[L.S.]

The Common Seal of the West Australian Timber Industry Union of Workers was hereto affixed in the presence of—

[L.S.]

A. F. WATTS.

R. J. NAIL,
President.

H. M. SWEENEY,
Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 64 of 1948.)

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant and Ezywalkin Ltd. and others as per schedule of respondents attached hereto and marked "A," Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters of 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, 1912-1948, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note:—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Scope.

This Agreement shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in Schedule "A" hereof, and similar industries conducted by other persons, firms or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1948.

2.—Area.

This Agreement shall be limited in its effect to the area comprised within a radius of fifteen (15) miles from the Post Office at Northam.

3.—Term.

This Agreement shall apply for a period of twelve (12) months from the beginning of the first pay period to commence after the date hereof.

4.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking, or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, road transport, rail or ship. A worker who packs goods for delivery by road transport where the destination of such goods is beyond the area covered by this Agreement shall be classed as a packer.

(e) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult":—For the purpose of this Agreement the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker

employed as a weekly hand is dismissed for incompetence, or any cause referred to in Clause 15 hereof.

(h) "Department" shall mean a section of an establishment in or from which classified goods are sold or offered for sale by retail.

(i) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(j) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(k) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

5.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Agreement up to the time he or she becomes indentured to the profession.

6.—Hours.

(a) Retail establishments (other than Fourth Schedule Shops):—

(i) Shop assistants:—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m. on Monday to Thursday, inclusive, between 8.40 a.m. and 6.0 p.m. on Friday and between 8.40 a.m. and 12 noon on Saturday.

(ii) Storemen, packers, and despatch hands:—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Thursday inclusive, between 7.30 a.m. and 6 p.m. on Friday, and between 7.20 a.m. and 12 noon on Saturday.

Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

(iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops:—

The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(a) The number of hours per week usually and customarily worked prior to the date of this Agreement shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

(b) The week's work may be performed in five (5) or five and one half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

7.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

(i) One (1) hour for any meal shall be given and taken.

(ii) Tea hour shall start within fifteen (15) minutes after the prescribed finishing time.

(iii) From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

(iv) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops:—

Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments:—

Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal: Lunch hour shall be taken between 12 noon and 2.15 p.m.: Tea hour shall start within fifteen (15) minutes after the usual finishing time.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

8.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule Shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by clause 14 hereof.

(j) Notwithstanding anything contained in this Agreement:—

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

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 8 hereof, be allowed as holidays without deduction of pay, namely:— New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this Agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

10.—Annual Leave.

(a) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(b) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Agreement shall not count for the purpose of determining his right to annual leave.

(e) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (c) of this clause to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(f) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

(i) The provisions of this clause shall not apply to casual workers.

11.—Change Room, Etc.

Where an employer usually has more than six (6) workers engaged under the terms of this Agreement, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness.

12.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

13.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Agreement than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the Time and Wages Record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

14.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of four (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed: Provided that this shall not apply to grocery departments or shops.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

16.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- (i) The name of the worker;
- (ii) The class of work performed;
- (iii) The hours worked by each worker;
- (iv) The wages (and overtime if any) paid to each worker;
- (v) The ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule Shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the Union, a roster written in the English language showing—

- (i) The name and sex of each worker bound by this Award.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.
- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half holiday and the time from which the half-holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- (ix) Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by subclause (viii) hereof) shall be paid at overtime rates as provided by Clause 8 (a).

17.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

18.—Board of Reference.

(a) The Court appoints, for the purpose of the Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no Agreement being arrived at between the parties to the Agreement, the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
- (ii) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement;
- (iii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1941, which, for this purpose, are embodied in this Agreement.

19.—Under Rate Workers.

(a) Any worker who, by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Country Work and Travelling Time.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such distance that he cannot return at night, suitable board and lodging shall be found, at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

21.—Premiums.

No premium in respect of the employment of any worker bound by this Agreement shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

22.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Agreement shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storemen, storeman, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers.

23.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

24.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12) 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 the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

25.—Wages.

	Per Week.		
	£	s.	d.
(a) Basic Wage:—			
Males	..	..	6 4 4
Females	..	..	3 7 2
	Margin per Week.		
	Males.		Females.
	£	s. d.	£ s. d.
(b) Shop Assistants	1	5 0	18 10
Storemen, packers and despatch hands	1	5 0	—
Canvassers and/or Collectors	1	5 0	—
(c) Junior Workers:—	% of Male Basic Wage.	% of Female Basic Wage.	
Under 15 years of age ..	20	—	
15 to 16 years of age ..	30	45	
16 to 17 years of age ..	40	52	
17 to 18 years of age ..	50	65	
18 to 19 years of age ..	60	80	
19 to 20 years of age ..	70	96	
20 to 21 years of age ..	85	Margin 6s.	
and thereafter the prescribed minimum adult rate.			

(d) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of two shillings and sixpence (2s. 6d.) per week.

(e) Casual hands:—

Adults: Threepence (3d.) per hour extra.

Juniors: One penny half-penny (1½d.) per hour extra.

(f) Any person, whether junior or adult, employed as a canvasser and/or collector shall be paid the adult male wage. This subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Agreement.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 21st day of March, 1949.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Filed at my office this 21st day of March, 1949.

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

SCHEDULE "A".

Industry.—Respondents.

Boots and Shoes; Ezywalkin Ltd.
 Bread, Cakes and Pastry; Broomhall, F. J., Playles Cakery.
 Butchering; Bonny, C. M.
 Chemists; Tresise's Pharmacy.
 Confectionery; Northley, G. R.
 Cycle and Parts; Bruce Small Pty., Ltd.
 Departmental Stores; G. J. Coles & Co., Ltd.
 Drapery, Haberdashery; B. Cowans, Scarterfields.
 Electrical Goods, Radios; Hollett & Lawrance.
 Fruit and Vegetables; Webb Bros.
 Furniture, Carpets, Linoleums, Crockery, Soft and/or General House Furnishings; Smith & Co. W., Lockes Ltd.
 Fancy Goods, Newsagents, Stationers, Booksellers; Seaddans Newsagency.
 Grocery, Dairy Produce; R. Williams, Freecorns Pty., Ltd.
 Hardware, General Merchandise; Chidlows Cash Store, A. H. Rushton.
 Jewellery, Watches, Clocks; A. Brewster Jones.
 Manchester, Dress Silks; Cox Bros. (Aust.), Ltd., Scarterfields.
 Men's, Youths' and Boys' Clothing; W. J. Beer & Son.
 Mantles; Bennett H.
 Motor Accessories; Central District Motors.
 Tobacco, Smokers Requisites; C. H. James.
 Women's and Maids' Clothing; Corot & Co.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 63 of 1948.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Rogers Ltd., Richardson & Co. Ltd., and others, as per schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Scope.

This Agreement shall apply to the industries mentioned in the first column of the schedule hereunder and to the industries conducted by the respondents named in Schedule "A" hereof, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1948.

2.—Area.

This Agreement shall be limited in its effect to the area comprised within a radius of two (2) miles from the Post Office at Katanning.

3.—Term.

This Agreement shall apply for a period of twelve (12) months from the beginning of the first pay period to commence after the date hereof.

4.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for

display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one, or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking, or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, road transport, rail or ship. A worker who packs goods for delivery by road transport where the destination of such goods is beyond the area covered by this Agreement shall be classed as a packer.

(e) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult."—For the purpose of this Agreement the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in Clause 15 hereof.

(h) "Department" shall mean a section of an establishment in or from which classified goods are sold or offered for sale by retail.

(i) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(j) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(k) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

5.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Agreement up to the time he or she becomes indentured to the profession.

6.—Hours.

(a) Retail establishments (other than Fourth Schedule Shops):—

(i) Shop Assistants.—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m. on Monday to Thursday, inclusive, between 8.40 a.m. and 6.0 p.m. on Friday and between 8.40 a.m. and 12 noon on Saturday.

(ii) Storeman, packers, and despatch hands.—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Thursday inclusive, between 7.30 a.m. and 6 p.m. on Friday, and between 7.20 a.m. and 12 noon on Saturday.

Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

(iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops.—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(a) The number of hours per week usually and customarily worked prior to the date of this Agreement shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

(b) The week's work may be performed in five (5) or five and one half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

7.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

(i) One (1) hour for any meal shall be given and taken.

(ii) Tea hour shall start within fifteen (15) minutes after the prescribed finishing time.

(iii) From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

(iv) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops.—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments.—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal: Lunch hour shall be taken between 12 noon and 2.15 p.m. Tea hour shall start within fifteen (15) minutes after the usual finishing time.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

8.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule Shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by Clause 14 hereof.

(j) Notwithstanding anything contained in this Agreement:—

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

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

9.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 8 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this Agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

10.—Annual Leave.

(a) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(b) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Agreement shall not count for the purpose of determining his right to annual leave.

(e) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (c) of this clause to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(f) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

(i) The provisions of this clause shall not apply to casual workers.

11.—Change Room, Etc.

Where an employer usually has more than six (6) workers engaged under the terms of this Agreement, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness.

12.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

13.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Agreement than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the Time and Wages Record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

14.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of four (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

16.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- (i) The name of the worker.
- (ii) The class of work performed.
- (iii) The hours worked by each worker.
- (iv) The wages (and overtime if any) paid to each worker.
- (v) The ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the union, a roster written in the English language showing:—

- (i) The name and sex of each worker bound by this Agreement.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.
- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half holiday and the time from which the half holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- (ix) Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by subclause (viii) hereof) shall be paid at overtime rates as provided by clause 8 (a).

17.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

18.—Board of Reference.

(a) The Court appoints, for the purpose of the Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
- (ii) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement;
- (iii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1948, which, for this purpose, are embodied in this Agreement.

19.—Under-rate Workers.

(a) Any worker who, by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Country Work and Travelling Time.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals.

Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such distance that he cannot return at night, suitable board and lodging shall be found, at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

21.—Premiums.

No premium in respect of the employment of any worker bound by this Agreement shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

22.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Agreement shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storemen, storeman, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers.

23.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

(i) Name in full.

(ii) Age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

24.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Worker's Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

25.—Wages.

	Per week.	
	£	s. d.
(a) Basic Wage—		
Males	6	4 4
Females	3	7 2
	Margin per week.	
	Males.	Females.
	£	s. d.
(b) Shop Assistants	1	5 0
Storemen, packers and		
despatch hands	1	5 0
Grocers' Canvassers and		
Collectors	1	5 0

(c) Junior Workers—

	Per cent. of male basic wage.	Per cent. of female basic wage.
Under 15 years of age ..	20	—
15 to 16 years of age ..	30	45
16 to 17 years of age ..	40	52
17 to 18 years of age ..	50	65
18 to 19 years of age ..	60	80
19 to 20 years of age ..	70	96
20 to 21 years of age ..	85	margin 6s.

And thereafter the prescribed minimum adult rate.

(d) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of two shillings and sixpence (2s. 6d.) per week.

(e) Casual hands.—Adults: threepence (3d.) per hour extra. Juniors: one penny half-penny (1½d.) per hour extra.

(f) Any person, whether junior or adult, employed as a canvasser and/or collector shall be paid the adult male wage. This subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Agreement.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 21st day of March, 1949.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Filed at my office this 21st day of March, 1949.

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

SCHEDULE "A".

Industry—Respondents.

Chemists; Austral Terrace Pharmacy.
Newsagents, Stationers, Books and Fancy Goods;
Barkley & Gilbert.
Boots, Shoes and Slippers; Berger's Shoe Stores.
Clothing, Male and/or Female; B.K.W. Co-operative Ltd., Rogers Bros.
Confectionery, Fruit and Vegetables; B.K.W. Co-operative Ltd., Othee, C.
Agricultural Implements, Agents, Hardware, Motor Requisites and Replacement parts; Katanning Stock & Trading Co., Ltd.
General Storekeeping, Groceries, Hardware, Ironmongery & Tools of Trade; Meldrum, J. A.
Dairy Produce, Departmental Store, Drapers, Electrical Appliances, Radios, Furnitures, House Furnishings, Carpets and Linoleums; Richardson & Co., Ltd.
Manchester, Dress Silks; Rogers Ltd.

INDUSTRIAL AGREEMENT No. 7 of 1949.

(Registered 1/3/1949.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1941, this 19th day of January, 1949, between the Kalgoorlie Electric Power and Lighting Corporation Limited (hereinafter called "the Company"), of the one part, and the Eastern Goldfields Federated Engine-Drivers and Firemen's Union of Workers of Western Australia, of the other part, (hereinafter called the "Organisation"), witnesseth that, for the consideration hereinafter appearing, the parties hereto mutually covenant and agree one with the other as follows:—

Clause 1.—Area.

This Agreement shall operate over the works owned and controlled by the Kalgoorlie Electric Power and Lighting Corporation Limited, at Kalgoorlie.

Clause 2.—Term.

This Agreement shall operate as from 19th January, 1949, and shall continue in force for a period of three (3) years, subject to the right of either party to apply to the Court of Arbitration at any time after the expiration of twelve months from such date and/or at the end of any succeeding twelve months from the date of any such application to amend this Agreement

Clause 3.—Wages.

	Per Week.
	£ s. d.
Basic Wage	6 9 6
The minimum rate of wages payable under this Agreement shall be as follows:—	

(a) Adults:

	Margin Per Week.	Allowance Per Week.
	£ s. d.	£ s. d.
(i) Engine-driver ..	2 5 0	8 0
(ii) Leading Fireman ..	1 7 0	8 0
(iii) Switchboard Attendant ..	1 6 0	8 0
(iv) Water treatment plant attendant ..	1 4 0	8 0
(v) Boiler cleaners ..	1 4 0	8 0
(vi) Firemen ..	19 0	8 0
(vii) Greasers and/or trimmers ..	9 0	8 0
(viii) Plant assistants ..	9 0	8 0

(b) Juniors (which shall mean workers not more than 20 years of age):—

	Per Cent. of Basic Wage Per Week.
--	---

Under 17 years of age ..	50
Over 17 years and under 18 ..	60
Over 18 years and under 19 ..	70
Over 19 years and under 20 ..	85

and thereafter the wages prescribed for adults.

(c) Shift workers when employed on night shift shall be paid five per cent. (5%) in addition to their ordinary rates for such shifts. All other allowances including those for charging batteries, being in charge of plant, doing general repair work, attempting to electric generator or dynamo etc., are taken into account and included in the margins set out above.

(d) Casual Workers: Workers employed for less than one (1) week shall be considered casual, and shall receive one shilling (1s.) per shift above the rates specified for the work.

Clause 4.—Payment of Wages.

(a) The wages set out in clause 3 are to be paid under a contract of daily service.

(b) Payment of wages shall be fortnightly. Pay day shall be on Friday, the pay period to end on the Tuesday preceding such pay day. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work or within one hour of the opening of the office if such office was closed at the time of his ceasing work.

Clause 5.—Hours.

(Other than Continuous Process Workers).

(a) Forty (40) hours shall constitute a week's work and shall be worked in eight (8) hour shifts per day, Mondays to Fridays, exclusive of crib time.

(b) Boiler Cleaners.—Six (6) hours shall constitute a shift's work inside gas and water spaces of any boiler or flue in cleaning or scraping work. In the case of boiler cleaners working broken shifts, one hour of the above description of work shall count as one (1) hour and twenty (20) minutes.

Clause 6.—Overtime.

(Other than Continuous Process Workers).

(a) For work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Work done on Saturdays shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations when the rate shall be time and a half throughout.

(c) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, with the consent of the Company, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the proper time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a

relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(d) Notwithstanding anything contained in this Agreement:—

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

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

Clause 7.—Sunday and Holiday Work.

(a) All work done on Sundays by shift workers shall stand alone and be paid for at the rate of time and a half, and any work done in excess of eight (8) hours shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter. Non-shift workers shall be paid double time.

(b) Work done on holidays, as prescribed in Clause 10 hereof, shall be paid at double time except work in connection with repairs to machinery which has broken down and caused a stoppage of operations.

Clause 8.—Continuous Process Workers—Hours and Overtime.

(a) Eighty (80) hours, excluding Sundays, shall constitute a fortnight's work to be worked in shifts of eight (8) hours, inclusive of crib time.

(b) A worker called upon to work more than ten (10) shifts in any fortnight, excluding Sundays, shall be paid at the rate of time and a half for such extra shifts or part of a shift.

(c) For work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(d) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, with the consent of the company, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(e) Notwithstanding anything contained in this Agreement:—

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

(ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

Clause 9.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one twelfth (1/12th) of a week's pay for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week's pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

(c) A worker shall not be entitled to receive any wages from his employer for any lost time 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.

(d) No worker shall be entitled to the benefits of this Clause, unless he produces a doctor's certificate to his employer as satisfactory proof of sickness.

Clause 10.—Holidays.

Subject to Clause 7 (b) the following shall be paid holidays: Christmas Day, Easter Monday, Labour Day, and one additional day to be nominated by the employer. If Christmas Day falls on a Sunday, the following Monday shall be kept: Provided that any worker who does not present himself for work on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holidays unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance, or misconduct.

Clause 11.—Annual Leave.

(a) Annual holidays shall be taken at the convenience of the management; workers to receive one month's notice of the date on which the holiday is to commence; a committee of three (3) to be appointed to assist the management in the arrangement of a suitable roster.

(b) Three (3) weeks' holiday, including fifteen (15) working days on full pay, shall be granted once in each year to every worker; provided he has worked two hundred and forty-two (242) shifts at ordinary rates of pay, and should he have worked less than two hundred and forty-two (242) such shifts when the said holiday is taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays. Payment for the said holidays shall be at the rate of pay the worker is receiving immediately before the holiday is taken or employment is terminated. Provided further that where the worker is dismissed for wilful misconduct he shall not be entitled to the benefits of the provisions of this Clause.

(c) It shall not be lawful for the employer to give or the employee to receive payment in lieu of such annual holidays except where the engagement of the worker is terminated.

(d) This clause shall not apply to casual workers.

Clause 12.—Mixed Functions.

(a) Any worker carrying out work classified at a higher minimum than his ordinary rate for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift. Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate, he shall be paid his ordinary rate for the whole of the shift.

(b) Any worker regularly engaged in relieving work shall be paid for each shift at the highest rate applicable to the class of work upon which he is employed during that shift.

Clause 13.—Change Room.

A suitable change room, supplied with heating appliance, wash basins, hot and cold showers, shall be provided for the employees.

Clause 14.—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.

Clause 15.—Full Payment for Shift.

(a) After beginning a shift, workers shall not be paid less than for a full shift, unless they leave of their own accord, or are dismissed for misconduct. This shall not apply in matters beyond the control of the management.

(b) If, before a worker leaves the works at the end of his shift, and because he is not so informed, he attends at the next shift willing to work it, and there is no suitable work which he is allowed to perform he

shall be paid the wages he would have been entitled to if he had worked the shift he was ready and willing to work. This shall not apply in matters beyond the control of the management.

Clause 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 Resident Magistrate for determination.

(c) After application has been made to the Resident Magistrate, and pending his decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

Clause 17.—Union Official.

A duly accredited official of the Union shall be allowed to collect Union fees outside the office on pay days, and he shall be allowed to inspect the time sheets and pay sheets relating to any worker affected by this Agreement, and make extracts therefrom.

Clause 18.—Relieving.

Relieving hands, when not engaged at relieving, shall be found suitable work to make up full time.

Clause 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.

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

The Common Seal of the Eastern Goldfields Federated Engine-Drivers and Firemen's Union of Workers of Western Australia, was hereunto affixed in the presence of—

D. Thomson.

H. HEWITT,

President.

C. DALY,

Secretary.

(Seal.)

Signed for and on behalf of the Kalgoorlie Electric Power and Lighting Corporation Limited, in the presence of—

D. Thomson,
Accountant.

H. M. CLEMENTS,

General Manager.

(Seal.)

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 52A of 1947.

Between The Food Preservers' Union of Australia, Western Australian Branch, Union of Workers, Coastal Districts, Applicant, and F. H. Faulding & Coy. Ltd. and Felton Grimwade & Bickford 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, 1912-1948, 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.—Title.

This Award shall be known as the Manufacturing Chemists Award.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Meal Intervals.
9. Overtime.
10. Wages.
11. Higher Duties.
12. Contract of Service.
13. Breakdowns.
14. Absence through Sickness.
15. Holidays.
16. Annual Leave.
17. Time and Wages Record.
18. Junior Worker's Certificate.
19. Aged and Infirm Workers.
20. Posting of Award.
21. Representative Interviewing Workers.
22. Board of Reference.
23. No Reduction.

3.—Scope.

This Award shall apply to workers following the vocations mentioned in clause 9 hereof employed in the manufacture of chemical preparations as carried on by the respondents.

4.—Area.

This Award shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

5.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the next pay period following the date hereof.

6.—Definition.

“Casual worker” shall mean a worker employed for one (1) week or less.

7.—Hours.

(a) Subject to clause 9 hereof, forty (40) hours shall constitute a week's work, to be worked in five (5) days.

(b) Such hours shall be worked between 7 a.m. and 6 p.m., Monday to Friday, inclusive.

(c) A meal break of not less than forty-two (42) minutes shall be allowed between 12 noon and 1.30 p.m.

8.—Meal Intervals.

No worker shall work more than five (5) hours without a suitable interval for a meal, but this provision shall not apply where the worker finishes work for the day at or before 1 p.m. on Saturday, or where on Monday to Friday, inclusive, a female worker ceases work at or before 6 p.m. and a male worker finishes work at or before 6.30 p.m.

9.—Overtime.

(a) All time worked in excess of eight (8) hours per day or before the usual starting time or after the usual finishing time, or on Saturday, shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) All time worked on Sundays shall be paid for at the rate of double time.

(c) If a worker is required to work during his recognised meal time and the commencement of his or her meal time is postponed for more than one hour, he or she shall be paid at overtime rates until he or she gets his or her meal.

(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 or she 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.

(e) (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.

10.—Wages.

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

(a) Basic Wage—		Per Week.	
		£	s. d.
Males	.. .. .	6	7 1
Females	.. .. .	3	8 8

(b) Adult Males—		Margin Over Male Basic Wage Per Week.	
		£	s. d.
First-class factory hands	.. .. .	1	2 0
Factory hands (handling acids)	.. .. .	15	0
Factory hands	.. .. .	10	0
Unclassified workers	.. .. .	Nil	

(c) Adult Females—		Margin Over Female Basic Wage Per Week.	
		£	s. d.
Workers engaged filling, corking, wrapping, labelling and packing and similar work	.. .. .	17	6
Unclassified females	.. .. .	Nil	

(d) Junior Male Workers—		Per Cent. of Male Basic Wage Per Week.	
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	

(e) Junior Female Workers—Employed in the Preparation of Fruit Juices and Cordials—		Per Cent. of Female Basic Wage Per Week.	
15 to 16 years of age	.. .. .	45	
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	

Junior Female Workers—Employed Elsewhere—		Per Cent. of Female Basic Wage Per Week.	
15 to 16 years of age	.. .. .	60	
16 to 17 years of age	.. .. .	70	
17 to 18 years of age	.. .. .	80	
18 to 19 years of age	.. .. .	90	
19 to 20 years of age	.. .. .	100	

		Margin Over Female Basic Wage Per Week.	
		£	s. d.
20 to 21 years of age	.. .. .	5	0

(f) Casual workers shall be paid at the rate of 10 per cent. above the minimum rates prescribed herein.

(g) Leading hands appointed as such by the employer shall be paid 1s. 6d. per day in addition to the rates herein prescribed.

(h) Liberty is reserved to the Union to apply for the revision of female rates in the event of the National Security (Female Minimum Rates) Regulations being rescinded during the term of this Award.

11.—Higher Duties.

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 employed.

12.—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 on either side by one (1) week'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 provisions of clause 14 hereof, as to payment for absence on account of illness.

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

13.—Breakdowns.

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.

14.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to 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.

(d) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

15.—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 Saturday, 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.

16.—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 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.

17.—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.

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 junior worker shall wilfully misstate his age in the above certificate he alone shall be guilty of a breach of this Award.

19.—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.

20.—Posting of 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.

21.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the union shall be permitted to interview the workers during the recognised meal interval, 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.

22.—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, 1912-1948, which for this purpose are embodied in this Award.

23.—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, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 13th day of May, 1949.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Filed at my office this 13th day of May, 1949.

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

INDUSTRIAL AGREEMENT No. 4 of 1949.

(Registered 9/2/49.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this 15th day of December, 1948, between the Board of Management Royal Perth Hospital (hereinafter referred to as "the employer") of the one part and the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Perth (hereinafter referred to as "the Union") of the other part, whereby the said parties mutually agree as follows:—

1.—Area and Scope.

This Agreement shall apply to all plumbers employed by the Board of Management of the Royal Perth Hospital.

2.—Definitions.

"Plumber" means a worker employed or usually employed in executing any plumbing, gas fitting, pipe fitting, or domestic engineering work, or who executes any work in or in connection with—

- (a) sheet lead, galvanised iron or other classes of sheet metal generally used by plumbers;
- (b) the fixing of lead, wrought, cast, or sheet iron, copper, brass or other classes of pipe work (but not including earthenware and concrete pipes except where these are for connections to the metropolitan sewerage system), ventilating or air-conditioning appliances;
- (c) water (hot and cold), steam (other than for power purposes), gas, air, oil for heating or cooking purposes, vacuum systems and sewerage installations;
- (d) house, ship, sanitary, chemical and/or general plumbing;
- (e) Fire service work;

(f) fitting and fixing asbestos, corrugated sheets, guttering, downpipes, ridging, rain heads, ventilators, skylights, fascia and barge boards;

(g) irrigation installations, except irrigation work undertaken by the Hydraulic Engineering Branch of the Public Works Department.

"Leading hand" means any tradesman placed in charge of three or more other tradesmen.

3.—Term.

The term of this Agreement shall be for a period of twelve months from the date hereof.

4.—Contract of Service.

Except in the case of a casual worker, whose engagement shall be by the hour, the contract of service of a worker shall be on a weekly contract terminable on either side by giving one week's notice on any day, or payment on any day of one week's wage in lieu of such notice.

5.—Rates of Pay.

(a) The minimum rates of pay payable to the workers under this Agreement shall be:—

	Per Week.		
	£	s.	d.
Basic Wage	6	1	7

(b) The following margins and allowances shall apply:—

	Per Week.		
	£	s.	d.
Margin for skill	2	3	6
Tool allowance		3	0
Special allowance to tradesmen other than leading hand		10	6
Leading hand		15	0
Special allowance to leading hand ..		5	0

The special allowances referred to herein shall be in lieu of, and in substitution for, all allowances, special rates and provisions prescribed in clause 11, subclauses 2 to 27 inclusive of the combined Building Trades Award as issued on the 20th August, 1948, and applicable to the workers covered by this Agreement.

(c) The classification of "leading hand" and the special allowance of five shillings (5s.) relating thereto shall apply whilst these duties are performed by the present occupant.

6.—Hours.

(a) Forty (40) hours shall constitute a week's work.

(b) Subject as hereinafter provided such hours shall be worked on the first five (5) days of the week and eight (8) hours shall be worked on each day between the hours of 7.30 a.m. and 5 p.m. with an interval of not less than forty five (45) or more than sixty (60) minutes for lunch.

Provided that plumbers may be rostered to work on Saturday morning and such work may be counted as part of their forty hour week. The altered starting and finishing times necessitated by such an arrangement shall be as agreed between the worker and the employer.

7.—Overtime.

(a) Subject to subclause (b) of clause 6 all time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter, provided that all work after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday, shall be paid at double time up to the usual starting time: Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(b) (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 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.

8.—Rest Period.

Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer. Morning tea may be taken by employees during this interval, but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by any employee of any provision hereinafter expressed or implied the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

9.—Public Holidays.

(a) Except as hereinafter provided, each of the following day or 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) 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.

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

10.—Annual Leave.

(a) Except as hereinafter provided a period of two consecutive week's 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 holiday under this Agreement 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 is 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 deduction 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 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.

(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 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 day's leave due to them. Provided that nothing herein contained shall deprive the employer of his right to retain such workers at 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.

11.—Sick Leave.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one twelfth (1/12) 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.

12.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages employees generally shall apply to workers covered by this Award.

13.—Record Book.

The wages sheets of the Royal Perth Hospital, as applicable to plumbers mentioned herein, shall be open for inspection at the office by the secretary of the union upon reasonable notice being given of his desire to inspect the same.

14.—Interviewing Workers.

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 where members of the 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.

15.—Preference to Unionists.

Preference of employment shall be given to financial members of the union. Before being engaged an applicant shall produce evidence that he is a financial member, provided, however, that if the applicant is unable to produce satisfactory evidence immediately he shall furnish same within a reasonable period.

16.—Board of Reference and Demarcation.

(a) For the purpose of this Award, a Board of Reference and Demarcation 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:—

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

(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.

17.—Apprentices.

The employment of apprentices shall be in accordance with the terms of the attached Schedule, and shall conform to the conditions governing the employment of apprentices under the Building Trades Award No. 73A of 1947, as approved by the Court of Arbitration on the 20th day of August, 1948.

18.—Supply of Tools.

(a) The following tools shall be provided by the employer—metal pots, plumbing irons, mandrils, long dummies, stocks and dies for iron and brass pipes, cutters, all tongs over twelve (12) inches, vices, hack saw blades, taps and chisels for brick and concrete, and the employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over two (2) inches in diameter, and a worker shall supply only the usual kit bag of tools and blow lamp.

(b) A worker in receipt of a tool allowance shall provide himself with all necessary tools, kept in suitable condition for the performance of his work (other than those tools to be provided by the employer in accordance with this clause). A worker who fails to provide all such tools when required shall be guilty of a breach of this Award and shall not be entitled to the tool allowance prescribed in this Award until he complies with this clause.

19. This Agreement shall come into operation as from the beginning of the first pay period to commence after the 20th day of August, 1948.

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

Signed for and on behalf of the
Board of Management of the
Royal Perth Hospital in the
presence of—

[L.S.]

F. J. HUELIN.

W. POWELL.

The Common Seal of the West
Australian Plumbers and Sheet
Metal Workers' Industrial
Union of Workers, Perth, was
hereto affixed in the presence
of—

[L.S.]

R. N. HOLLAND.

J. CORAM,
Secretary.

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 if 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.

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 agreement 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.

Date..... Address of Employer.

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 the..... day of..... 19..... between..... of..... (address)..... (occupation) (hereinafter called "the employer"), of the first part,..... 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 follows:—

(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.

INDUSTRIAL AGREEMENT.

No. 14 of 1949. (Registered 18/5/1949.)

THIS Agreement made this 12th day of February, one thousand nine hundred and forty-nine (1949), between the West Australian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth (hereinafter called "the Union") of the one part, and Air Beef Pty. Ltd. (hereinafter called "the Management") of the other part, witnesseth that, for the considerations herein-after appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1. This Agreement shall apply in respect of the rates of wages and conditions at the Glen Roy Abattoirs, for the 1949 season.

2.—Definitions.

In this Agreement, unless the context otherwise indicates, the following terms have the meanings respectively set out against them, that is to say:—

(a) "Week-days"—Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays.

(b) "A week" shall mean Monday to Friday inclusive.

(c) "A day's work" shall mean eight hours on week days Monday to Friday.

(d) "Mutually agreed" or "mutual arrangement" implies agreed between the Management of the Works and the Union or its Representatives, in writing.

3.—General Conditions.

Clauses under this heading are to be operative except where otherwise provided herein.

4. Any worker carrying out work classified at a higher rate than the rate pertaining to his recognised task shall be paid for that day at the highest rate of such tasks.

5. Wages shall be paid in accordance with arrangement arrived at between the Management and the workers in accordance with subclause (d) of clause 2.

6. The Management shall give the delegate reasonable notice of workers required to work overtime. The delegates shall be then responsible on behalf of the Union for supplying such workers. Overtime shall be distributed on a roster system, but any employee shall have the right to forego his place on the roster except for work in his own department, if required by the Management for work in that department. In all cases of overtime sufficient men for the job required must be supplied.

7. Employees shall be provided without charge with accommodation in the quarters erected for that purpose, including stretcher, mattress and pillow.

8. All delegates shall be officially recognised by the Management.

9. Notwithstanding that the rates of pay are set forth on a weekly basis, there shall be no obligation on the part of the Management or the employees to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee was employed at a daily wage.

10.—Preference.

Preference of employment in respect of tasks for which rates of wages are specified in this Agreement, shall be given to members of the Union who are

parties to this Agreement provided they are competent workmen for the task for which they are selected and do their work to the satisfaction of the Management.

11. Subject to preference to members of the Union who are parties to this Agreement, the Management shall have the right:—

(a) To select employees with due regard to their qualifications for their respective tasks.

(b) To allot to employees their respective tasks; to dispense with the services of any employee for incompetence, drunkenness, misconduct.

(c) In the event of the work of an employee being unsatisfactory at a task to which he has been transferred the Management shall have the right to place such employee on waiting time in accordance with clause 33.

Employees engaged in Perth shall be selected from the lists supplied by the unions who are parties to this agreement.

12.—Transfer.

The Management may transfer employees from one department to another. In this case the rates payable shall be those specified for the task performed, subject to clause 4 of General Conditions. In the case of alleged unreasonableness, the local delegates can discuss with the Management.

13.—Hours of Labour.

Unless otherwise specifically mentioned, forty (40) hours shall constitute a week's work, divided into five (5) working days as follows: Five (5) weekdays each eight (8) hours = 40 hours.

14. Starting and ceasing times shall be as mutually arranged taking into consideration arrival and departure times of aircraft.

15. Except where otherwise provided herein, "ordinary working hours" shall comprise the hours between the ordinary starting time on any day and the ordinary ceasing time, excepting meal times and smokos, except in any case of alteration by mutual agreement.

16.—Meal Times.

Meal times shall be as mutually arranged in accordance with clause 14.

17.—Smokos.

Except as provided in clause 18 or otherwise mutually agreed, smokos of fifteen minutes each shall be allowed and paid for as working time, as follows: 9 a.m. to 9.15 a.m., 2 p.m. to 2.15 p.m., and one smoko after every two hours' continuous work done outside ordinary working hours.

18. When reasonably required by the Management owing to exigencies of work, employees shall forego their smoko until a convenient time.

19.—Overtime Rates.

Overtime rates shall be paid in respect of all work done:—

(a) After ordinary ceasing time (clause 14) and up to ordinary starting time (clause 14) rate and a half.

(b) During meal hours and smokos, except as provided in clause 18, double ordinary rates.

20.—Minimum of Overtime.

Subject to any mutual arrangement, employees called back to work after the meal time following ordinary ceasing time shall be provided with a minimum period of two hours' work, or shall be entitled to payment for such. Employees called out on Sundays or holidays shall be provided with a minimum period of two hours' work or shall be entitled to payment for such, payment for such minimum periods to be at overtime rates as appearing in clauses 19 and 21.

21.—Holidays and Holiday Rates.

(a) Except as hereinafter provided, each of the following days or the days 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, Wyndham Cup 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. Work performed on these days and on Sundays shall be paid for at double ordinary rates.

(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 at the rate pertaining to each employee's task.

(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.

22.—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 day 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 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 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 employer of his right to retain such workers at work during the close-down period as may be essential.

(g) Workers regularly working for the Management north of South Latitude 26 shall be allowed to accumulate annual leave for two years, subject to the convenience of the Management. Such workers who proceed to Fremantle and Perth during the period of such leave shall be allowed once in each two years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said cities.

(h) "Ordinary wages" for the purpose of subclause (a) hereof shall mean the average rate of wage the worker has received over the period of his employment in respect of his ordinary hours of work.

(i) The provisions of this clause shall not apply to casual workers.

23. Each employee shall be entitled to:—

(a) Passage from place of engagement to Glen Roy and travelling time allowance.

(b) Passage (and travelling time allowance) by first available plane at discretion of Management from Glen Roy to place of engagement after termination of work in his department, or when his services are not further required by the Management; provided that his duties have been performed to the satisfaction of the Management.

24. Travelling time allowance referred to in clause 23, shall be at the task rate applicable.

25.—Waiting Time Allowances.

When no employment is available for an employee at his usual task such employee shall if so required by the Management do any other work available and be paid whichever rate shall be the highest, for the task performed or the worker's recognised usual task.

26. If for any reason no employment is available to an employee, waiting time allowance of half his recognised task rate shall be paid for such waiting time, in which case the minimum rate shall not apply to the period of such waiting time.

27.—Basic Wage Adjustment.

All wages in this Agreement are calculated on a basic wage of £6 12s. 9d. per week for males.

28. The slaughter floor gang shall consist of two slaughtermen and four knifemen and the tally shall be twenty-six (26) bullocks per day Monday to Friday.

Bullocks shall be paid for at the rate of 13s. 3d., all cattle treated on Saturdays shall be paid for at rate and a half, i.e., 19s. 10½d., and all cattle treated on Sundays shall be paid for at double rates, i.e., £1 6s. 6d.

29. Unless otherwise agreed killing shall commence at 7 a.m.

30. Rates of wages shall be:—Slaughter floor rates, 6 men (based on minimum kill of 130 per week):—

	No.	Rate per Head	Minimum	
			s. d.	£ s. d.
Slaughtermen	2	2 8½	17	10 0
Bleeder	1	2 0½	13	5 5
Sawman	1	2 0½	13	5 5
Labourer	2	1 10½	12	3 9
Other Workers:				
Freezer Hands	3		11	0 0
Truck Driver			11	0 0
General Labourer			9	1 9

31.—Guarantee.

Subject to clause 11 (b) a guarantee of 14 weeks work from date of commencement of slaughtering is given to each employee brought from Perth or Fremantle. The rates applicable under this guarantee shall be the rates for the respective tasks allotted. (This clause to be reviewed before the commencement of 1950 season.)

(b) Every employee shall be engaged on the express condition that he will perform at least 14 weeks work from such date of commencement and at the rates for the respective tasks allotted to him, and will continue to work for such additional period as in the opinion of the Management is necessary to fulfil the season's operations.

32. The date of commencement of slaughtering shall be determined by the Management, but one clear day (not including the day of arrival) shall elapse between the date of arrival of seasonal operatives and the date of commencement of slaughtering operations.

Waiting time allowance as defined in clause 26 shall be paid for the day after the day of arrival of seasonal operatives.

All employees, including seasonal operatives, shall, if so required by the Management do any work other than slaughtering available between the date of arrival of seasonal operatives and the date fixed for the commencement of slaughtering under this clause. Work performed shall be paid for at the rate pertaining to the task performed.

For the purpose of this clause, seasonal operatives shall be defined as those Australasian Meat Industry Employees who customarily reach Glen Roy by the plane immediately preceding the commencement of operations.

33. Rubber boots, gloves, blue coats, aprons, shall be supplied by the Management to all workers who require them by the nature of their work, and same shall be replaced when required.

34. This Agreement is based on the following employees being employed: 2 slaughtermen, 4 knifemen, 3 chiller hands, 1 general labourer, 1 truck driver.

35.—First Aid.

It shall be obligatory upon the employer to keep at the works a first-aid kit fully stocked in accordance with the provisions of Schedule 2 attached hereto, for the use of the workers.

Schedule 2.

No. 1 (5 employees)—

- 6 Dressings for fingers
- 3 Dressings for hands and feet
- 3 Large Dressings
- 1 Tube Ungvita,
- 12 Roller Bandages (large and small).
- 2 oz. Iodine.
- 2 oz. Sal Volatile.
- 3 Triangular Bandages.
- 1 pkt. Safety Pins.
- Adhesive Tape (1 x 2½ yds.)
- Eye Drops and Brush.
- Kidney Dish, 8in.
- Medicine Glass.
- Zans A.P.C. (24).

Nos. 2 and 3 (10 to 20 employees)—

- 12 Dressings for fingers
- 6 Dressings for hands and feet
- 6 Large Dressings
- 1 Tube Ungvita.
- 24 Roller Bandages (large and small).
- 12 pkts. Cotton Wool (½ ozs.).
- Iodine, 4 ozs.
- Sal Volatile, 4 ozs.
- 6 Triangular Bandages.
- 1 pkt. Safety Pins.
- Adhesive Tape (2 x 2½ yds.).
- Eye Drops and Brush.
- Kidney Dish, 8in.
- Medicine Glass.
- Zans A.P.C. (24).

No. 4 (50 to 100 employees)—

- 2 doz. Dressings for fingers
- 1 doz. Dressings for hands and feet
- 1 doz. Large Dressings
- 3 doz. Roller Bandages (large and small).
- 2 tubes Ungvita.
- 4 oz. Bi-carb. Soda.
- 24 pkts. Cotton Wool (½ oz.).
- Eye Drops and Camel Hair Brush.
- Zans A.P.C. (50).
- 8 ozs. Iodine.
- 8 ozs. Sal Volatile.
- 2 Tourniquets.
- 1 doz. Roller Bandages, 2in.
- 1 doz. Triangular Bandages.
- 2 pkts. Safety Pins.
- Kidney Dish, 10in.
- Medicine Glass.
- Adhesive Tape (4 x 2½ yds.).

These scales of equipment have been laid down by Mr. Brier, Secretary, St. John Ambulance Association, and approved by Dr. Holland.

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

Signed for and on behalf of the West Australian Branch of the Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, in the presence of—

Ernest W. Walsh.

J. W. BAKER.

Signed for and on behalf of Air Beef Pty. Ltd., in the presence of—

L. Smart, Clerk, 89 St. George's Terrace, Perth.
Air Beef Pty. Ltd.

C. H. EVANS, Secretary.

INDUSTRIAL AGREEMENT.

No. 13 of 1949. (Registered 9-5-49)

SEAMEN—STATE SHIPPING SERVICE.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1948, this 4th day of March, 1949, between the Minister of the Crown Controlling the State Shipping Service of Western Australia, of the one part, and The Seamen's Union of Western Australia Industrial Union of Workers, Fremantle, of the other part, witnesseth as follows:—

Definitions.

In this Agreement "Union" means The Seamen's Union of Western Australia Industrial Union of Workers, Fremantle.

"Minister" means the Minister of the Crown Controlling the State Shipping Service of Western Australia.

(1) For the purpose of regulating the relations between the members of the Union and their employers and as an arrangement to settle industrial disputes, and in consideration of the undertaking hereinafter appearing given by the Minister, the Union, on behalf of itself, its officers and members, its branches and their officers and members undertakes, promises, and agrees to the following:—

To man all vessels belonging to or chartered by the State Shipping Service as soon as required to do so by the State Shipping Service, to abandon all and every form of job control, not to interfere with the free selection and engagement of crews or individual members of crews, but to assist in every way the officers of such vessels or officials of the State Shipping Service in obtaining without delay a sufficient number of suitable men for selection for engagement; not to take, directly or indirectly, nor in any way to countenance, incite, encourage, or aid any member or members of the Union to take any action which would prevent or hinder the proper manning of such vessels, or delay or impede the due sailings or progress of the voyage of any such vessels.

In the event of suitable members of the Union not being available for vacancies in the complement of any such vessel, not to oppose such measures affecting the manning of the vessel as may be necessary to secure its continued running; provided that members of the Union who offer for engagement are not unreasonably rejected; not to take nor to countenance directly or indirectly, nor to incite, aid, or encourage any taking of direct action to settle disputes or grievances or on any other account.

Not to declare black or otherwise to boycott any such vessels or any cargo carried thereon, or goods which have been received by the State Shipping Service for carriage thereon, but to submit all disputes or grievances for settlement and determination as hereinafter provided.

To assist the State Shipping Service generally in securing the peaceful continuity of the shipping services and the prompt departure of all vessels at the times fixed for their respective sailings, and to take effective measure with that object.

(2) Both parties hereto undertake to submit all disputes arising upon any matter in this Agreement, as soon as possible after such dispute arises, to a Conciliation Board, consisting of a representative of the State Shipping Service and a representative of the Union.

In the event of a decision not being reached within reasonable time, both parties undertake to submit such dispute to a Board, and the Chairman of such Board to be the Industrial Magistrate, or, in his absence an independent chairman shall be agreed upon by both parties. Any decision of the Board to be final for both parties.

The following to be excepted from the scope of the Board: Any claims in respect of which there is a remedy under the Navigation Act, Seamen's Compensation Act, Workers' Compensation Act, or any other Act of Parliament now or hereinafter in force.

(3) In consideration of the foregoing undertakings, the Minister undertakes to grant to members of the Union employed by them all the conditions which are set out hereunder by the following clause in the articles of all seamen employed by them on vessels engaged solely in either (a) the Australian coasting trade, or (b) trading between Australia and New Zealand, and (c) trading between Australia, Java, Malaya and China:—

In respect to members of the Seamen's Union of Western Australia Industrial Union of Workers, Fremantle, these articles shall, so long as the agreement entered into between that Union and the Minister of the Crown controlling the State Shipping Service, dated 4th March, 1949, remains in force, be subject to the terms and provisions thereof.

The Conditions Hereinbefore Agreed to.
Rates of Pay.

(1) (a) The rates of wages to be paid per calendar month, and the conditions of labour to be observed, shall, with the exceptions hereinafter mentioned, be in accordance with the following schedule:—

Rating.	Weekly Basic Wage.	Weekly Margin Over Basic Wage.	Total Monthly Wage.	Less Allowance for keep per month.	Wages paid in cash per Calendar month.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(a) Boatswain	6 4 9	18 5.6	31 0 7	4 10 1	26 10 6
(b) Able Seaman	6 4 9	13 10.2	30 0 7	4 10 1	25 10 6
(c) Able Seaman employed as Lamp Trimmer	6 4 9	18 5.6	31 0 7	4 10 1	26 10 6
(d) Ordinary Seaman or Crew Attendant :					
Over 21 years of age	6 4 9	4 7.4	28 0 7	4 10 1	23 10 6
18 years and under 21 years	90% B.W.	Nil	24 6 6	4 10 1	19 16 5
Under 18 years	85% B.W.	Nil	22 19 6	4 10 1	18 9 5
(e) Donkeyman	6 4 9	1 7 8.4	33 0 7	4 10 1	28 10 6
(f) Greaser or Fireman or Boiler Attendant	6 4 9	1 3 1	32 0 7	4 10 1	27 10 6
(g) Storekeeper	6 4 9	1 3 1	32 0 7	4 10 1	27 10 6
(h) Trimmer	6 4 9	13 10.2	30 0 7	4 10 1	25 10 6
(i) Deck Boys	50% B.W.	Nil	14 17 4	4 10 1	10 7 3

(j) In a vessel carrying three or more greasers but no donkeyman the sum of £1 per calendar month shall be divided equally between the number of greasers carried on the vessel.

(b) The following are the exceptions hereinbefore referred to:—

(1) Where the services of any employee are used in any capacity for which a higher rate of remuneration is provided by this Agreement for the class of work he is engaged to perform, he shall be paid the higher rate whilst so employed.

(2) Where a member is discharged through no fault of his own and is re-engaged within a week or within a week of the end of the Christmas and New Year holidays, he shall be entitled as a casual employee to payment of an additional rate for the work done on the days he is employed of 10s. a month to the rates set out in clause (1) (a) for each day he is required to take an enforced holiday for the first three days, and a further sum of £1 per month for each additional three days or part of three days thereafter during the enforced holiday.

This subclause does not apply where a member is paid the full monthly rate set out in clause (1) (a), whether the member is employed or on duty every day in each month or not, or where the master permanently discharges a seaman without any intention of re-engaging him within one month.

(i) The rates of pay set out in the above schedule are minimum rates for the term of this Agreement. Should the Court of Arbitration of Western Australia fix the basic wage of the State above or below £6 4s. 9d. per week, the rates of pay shall be increased or decreased by the sum equivalent to the amount, the basic wage as fixed from time to time, is in excess or below £6 4s. 9d. per week.

(ii) The allowance for keep deducted in the Schedule of Wages is based at one-sixth of the basic wage. In the event of any alteration in the basic wage the deduction for keep shall increase or decrease in the same ratio.

(iii) In addition to the monthly cash wages payable under this Agreement there shall be paid a seagoing allowance as follows:—

	Per Month.
Deck Boys	£4 0 0
Ordinary Seamen and Crew Attendants (under 21 years)	£6 0 0
Other Ratings	£8 0 0

This allowance is confined to service on articles and annual leave or pro rata annual leave only (not accumulated leave) on the basis of each day counting as one-thirtieth.

Payment of Wages.

(2) (a) All wages other than monthly for overtime shall be paid on the 1st and 15th of each calendar month, and one half of each month's wages shall be paid on the dates mentioned after the ship's arrival at a port where there is a banking institution other than a savings bank, and should any of these days fall on a Sunday or bank holiday, the wages for that period shall be paid on the preceding day. Where a vessel arrives after noon, any monthly wages due shall be made available at 11 a.m. the next day, and when a vessel arrives before noon any monthly wages due shall be available at 3 p.m. on that day.

Provided that, in cases where employees are engaged in vessels trading overseas (beyond Commonwealth ports), the wages shall be payable on the 1st day of each month, if the vessel be then in port, or, if not then in port, not later than 24 hours after the vessel's arrival in port.

(b) All wages payable under this agreement to seamen in any port while sick shall be paid on the 1st and 15th of each calendar month respectively, if required by the seaman, if there is a banking institution other than a savings bank at such a port.

(c) Money for overtime earned on one complete voyage shall be payable with the wages, on arrival of the vessel in Fremantle from the next succeeding voyage.

This is subject to any alteration made between the Union and the employer for any particular ship or ships.

(d) A seaman may leave an "Order to pay wages" payable to dependants only. Such "order to pay" to be lodged at Head Office complete on an approved form before the vessel leaves the home port.

Hours of Labour.

(3) (a) Except as hereinafter provided, the hours of labour for seamen shall not be more than eight in any one day.

(b) Except as hereinafter provided, the hours of labour in port for seamen shall be between 7 a.m. and 5 p.m. and for crews' attendants between 6.30 a.m. and 6.30 p.m.

(c) On days of departure from a port the chief engineer may set watches for the engine room department not earlier than two hours prior to the time fixed for the vessel's departure. Provided stokehold or engine room employees shall (unless the vessel is treated as at sea) be entitled to payment at overtime rate for work performed in port on watch on a Sunday or holiday prior to the vessel's departure.

(d) On days of departure from a port the chief officer shall not set watches for deck-hands prior to the ship's departure.

(e) When a ship arrives at or departs from a port, all the hours of duty at sea on that day shall be counted as hours of labour for the day.

(f) When a vessel arrives and leaves again on the same day, the master may treat the ship as being at sea all day.

Provided that, when a vessel arrives at any of the following ports in Western Australia: Broome, Depuch Anchorage, Derby, Flinders Bay, Hopetoun, Port Hedland, Wyndham, Denham Anchorage, and solely because of the difficulties of navigation existing at the ports named the vessel cannot safely leave again on the same day, the master may treat the ship as being at sea, if it leaves within twenty-four hours after arrival.

(g) A seaman shall, outside his hours of labour and without payment for overtime, attend when required any medical inspection, boat drill, or fire drill, and do any work that is required of him for the safety of the ship.

Provided that, if any seaman while off duty in his home port is called upon to attend boat drill or fire drill whilst any vessel is moored at any wharf, pier, or landing place, he shall be paid overtime for the time taken in getting to and attending such boat drill or fire drill.

(h) The hours of labour for day men at sea shall be eight hours—between 6 a.m. and 4 p.m. or between 7 a.m. and 5 p.m., at the master's option, and for crews' attendants at sea shall be eight hours—between 6.30 a.m. and 8 p.m.

(i) Excepting for day men and attendants the hours of labour at sea for deck-hands and for engine room hands shall be four hours on duty and eight hours off duty.

(j) If longer hours are worked because of the illness or incapacity of another man, or for any other special reason, overtime shall be paid for any work done in excess of eight hours.

(k) On days of arrival in port the chief officer and the chief engineer who intends to call on members to complete their eight hours' work for that day shall make such call not later than 30 minutes before the ship is moored, and between the hours of 7 a.m. and 5 p.m.

(l) In cases of an employee having completed twenty-four consecutive hours' time on duty, he shall be given eight consecutive hours off duty for the purpose of rest excluding any meal time. An employee shall, for the purpose of this clause, be deemed to be on consecutive duty, unless he is allowed to be off duty for at least four consecutive hours by the clock.

(m) Subject to existing customs seamen shall be allowed smokes, without loss of pay, at the following hours: 10 a.m. to 10.20 a.m., 3 p.m. to 3.20 p.m., 9 p.m. to 9.30 p.m., and from 3 a.m. to 3.30 a.m. If it is found that the above mentioned times are interfering with the working or schedule of the ship, arrangements can be made between the chief officer or chief engineer and the ship's delegate to have smoke times altered to before or after the stipulated times for all or any of the members on duty.

(n) When any ship is in port on a Saturday afternoon and is not to be loaded or discharged or to depart during that day, employees not required for any

work the doing of which on that afternoon is reasonably necessary shall be allowed off duty for the day at noon, but this subclause shall not affect the use of Saturday afternoon as time off within clause 10.

(4) When a member of the Union is required to work by a ship off articles and/or work on board before signing articles and/or required temporarily as a substitute whilst the vessel is in port to do work ordinarily performed by members of the crew, he shall be paid; but without the right to meals and accommodation in either case:—

- i. If employed as a greaser a margin of £2 12s. 10d. per week over the basic wage.
- ii. If employed as a deck hand a margin of £1 17s. 10d. per week over the basic wage.
- iii. (a) Forty hours shall constitute the week's work to be worked in five days—Monday to Friday inclusive.
- (b) The ordinary hours of duty shall be eight hours per day from Monday to Friday inclusive between 8 a.m. and 5 p.m.
- iv. That in the event of casual seamen being required to work by a State vessel, such seamen shall be in attendance at the ship's side for one hour after the ship's arrival between the hours of 8 a.m. and 5 p.m. from Monday to Friday. All Sundays and Holidays to be excluded.
- v. Meal Hours: Dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper 11 p.m. to midnight.
- vi. Any overtime worked to be paid for at time and a half for the first four hours and double time thereafter. Double time to be paid for all work done on Sundays, port holidays and during meal hours.

If on a Saturday an employee is not employed for four consecutive hours, any time worked before 8 a.m. shall be paid for at double rates.

Living on Shore.

(5) When a seaman is required by the ship to sleep and/or take his meals ashore in his home port whilst on articles he shall be paid daily 11s. 6d. per day or 2s. 6d. for each meal and 4s. for a bed; if at any other port, the sum of 14s. per day, or 2s. 6d. for each meal and 6s. 6d. for a bed.

Ships Temporarily placed in Commission.

(6) Where a ship is placed in commission for any definite period less than two weeks, the employees shall receive for the time they are employed in such circumstances, including their return to the home port, 25 per cent. in addition to the rates fixed by clause (1) (a). Provided that, when the members are being returned to their homes as passengers on days which are holidays, subclauses (e), (f), (h) and (i) of clause (8) and clause (10) shall not apply.

Nightwatchman in Port.

(7) (a) The hours of any seaman when on articles acting as nightwatchman in port shall be from 6 p.m. to 6 a.m., without meal or smoko breaks.

(b) For acting as nightwatchman when on articles for the night or part of the night, he shall be paid for his duties as such at the ordinary overtime rate, but without payment for "no meal" or "no smoko" breaks.

(c) Where the services of the nightwatchman when on articles are called upon to assist in shifting ship, he shall be paid an extra sum of 2s. per shift.

(d) The duties of watchmen shall include attending to moorings, gangways, and lights, watching crews' quarters and ship's equipment, and generally to prevent unauthorised persons from coming on board and interfering with any of ship's or crew's property, and to make any form of report required. To call out the officers on board when necessity arises, and to do any other work that the Master may so desire.

(e) A sufficient supply of food and tea, coffee, or cocoa shall be provided for his requirements during the night.

(f) When no shore watchmen are available, preference to be given to members of the Seamen's Union of Western Australia.

Sundays and Holidays.

(8) (a) On Sundays and on the holidays named in subclause (j) when "in port" the seamen shall, unless for overtime payment at the prescribed rate, be free from labour, except in the washing of decks between 7 a.m. and 8 a.m.

Provided that, if a seaman is required to come on board in the home port to do the work in question on Sunday, he shall be paid an extra half day's pay.

(b) Subject to the provisions of subclause (c) of clause 3 so far as this clause is concerned, on Sundays and holidays the vessel shall be deemed to be in port up to the time of actual departure, notwithstanding watches have been set under the authority of this Agreement prior to departure.

(c) If an employee works on a Sunday in his home port, he shall be paid as prescribed for the work, and also shall be entitled for the week in which that Sunday falls, to the time off provided in this Agreement.

(d) On the holidays at sea named in subclause (1) the seamen (except for overtime payment) shall be free from labour, except such as may be necessary for the navigation and safety of the ship.

These subclauses shall not apply to crew's attendants whose hours of labour (on the grounds that their work is necessary) shall, on all Sundays and on the holidays at sea referred to in subclause (1) of clause 8, be eight hours within the spread of hours classified in clause 3.

(e) If any of the named holidays fall on a Sunday, the day observed as a holiday shall be given in lieu thereof.

(f) 1. If a ship arrives at or departs from a port later than 8 a.m. on any of the holidays named in subclause (j) of this clause, such seamen shall be entitled to a day off ashore at the home port within one month thereafter, or to an extra day's pay.

2. If a ship is wholly at sea on any of the holidays named in subclause (1) of this clause, such seamen shall be entitled to a day off ashore at the home port within one month thereafter, or to an extra day's sea pay.

(g) When an extra day's sea pay is payable under this clause no payment shall be made under clause (8) (h).

(h) When a ship departs from any of the main ports on a Sunday or holiday, each seaman shall be entitled to an extra day's sea pay. Provided that, if a ship departs from more than one "main port" on one Sunday only, one extra day's pay shall be payable. Should the ship be timed to sail prior to a Sunday or holiday and the actual sailing be delayed into the Sunday or holiday, owing to any action of the crew, then this clause shall not operate.

(i) When a seaman is employed on an excursion on a Sunday or a holiday, each member of the crew shall be entitled to an extra day's sea pay for the extra duty, in addition to any payment he is entitled to for a holiday or Sunday on which he is not employed on an excursion.

(j) The seaman shall be entitled to the following holidays in port: New Year's Day, Good Friday, Easter Monday, King's Birthday, Eight Hours' Day, Christmas Day, Boxing Day, Australia Day, Seamen's Union Picnic Day (to be on the same day as the Waterside Workers' Picnic Day) and Anzac Day.

(k) But if a different day answer the description of King's Birthday, Eight Hours' Day, or Australia Day, in different States or in different districts, the first of such days on which the vessel is in port shall be taken as intended.

(l) The holidays when at sea are: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Australia Day, King's Birthday and Eight Hours' Day. The days are to be observed at sea as Sundays.

Annual Leave of Absence.

(9) (a) Every seaman shall be allowed leave of absence for fourteen consecutive days for each year of continuous service.

(b) Leave of absence to accrue pro rata for each completed month of continuous service; fractions of days due shall, if under one half, be allowed as one half-day; if over one half, to be allowed as a full day.

(c) If a port holiday as per clause (8) (j) occurs during the period of annual leave, such holiday shall not count as a day of annual leave.

(d) Annual leave accrued shall be considered due for past service and shall not be reduced on discharge or dismissal of any seaman for any cause.

(e) The time of absence shall begin and end at the home port of the seaman.

(f) The leave of absence may be postponed in whole or in part and the unused leave accumulated, but so that it be not postponed without the consent of the seaman beyond the second year unless the vessel be absent from Australia for the second year as well as the first.

(g) If a seaman's services have ended under one set of articles, but continue without any material break, or if a seaman is discharged just prior to a public holiday or holidays, or before the Christmas and New Year or Easter Holidays, and re-engaged within one week after such holidays, the service shall be deemed to be continuous within the meaning of this clause.

(h) During absence on annual leave, a seaman shall be paid a sustenance allowance at the same rate as is deducted for keep in the schedule for rates of pay, subject to any adjustment under clause (1) (ii).

(i) Forty-eight hours' notice of intention to give the holidays to the employee shall be given to the employees whenever practicable. If it is impracticable in the opinion of the master to give the 48 hours' notice, as much notice as can reasonably be given must be given to the employees.

(j) Where a member of the crew has been on holidays, such member shall rejoin his ship at 8 a.m. on the day of departure.

(k) Where a member of the crew has been left on shore through sickness or accident, such member shall rejoin his ship at 8 a.m. on the day of departure, provided that he can produce a certificate of recovery.

Time Off per Week of Employment.

(10) (a) For each complete week for which the employee has been employed he shall be entitled to time off work and off the ship for sixteen hours, to be given in the following manner:—

(i) In his home port, or, if the employee so desires and the master so agrees, in another port, between 7 a.m. and 5 p.m. in periods of eight consecutive hours, or four consecutive hours for either the first half or the second half of the working day. Provided that an employee who does not work on a Sunday in a main port shall, for the week in which that Sunday falls, be entitled to time off work and off the ship for eight hours only.

(ii) Any time not given off as in (i) shall be added to the constant service leave in full days or half days as the case may be.

(b) Any time not given off as provided in subclause (a) (i) and (ii) shall be paid at overtime rates provided that in consideration of the application of Government long service leave conditions where the employment in the service has already extended for 12 months or where the employment in the service covers an aggregate period of 12 months from the date of first engagement, overtime rates shall not apply except in the case of dismissal.

(c) If the employment is terminated by dismissal owing to misconduct of the employee before the time off is given he shall be paid for two days of any accumulated weekly leave due at ordinary cash wage and the remainder at overtime rate.

(d) This clause does not apply to an employee in respect of the time in which he is proceeding to any port as a passenger.

(e) Deck boys whose service terminates by effluxion of time qualification for higher rating are not entitled to overtime rate penalty for weekly leave accrued due to such termination.

(f) Crew attendants shall be rostered for leave together with other employees and during such time off the work ordinarily done by the crew attendant shall be performed by other adult members of the crew without overtime payment.

Overtime.

Compulsory Overtime: (11) (a) (i) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

(ii) The organisation party to this Agreement shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the authority competent so to do under the State Arbitration Act.

(11) (b) (i) Except as otherwise provided for all labour over the hours of labour, a seaman shall be entitled to overtime at the rate of 5s. 1d. per hour and deck boys 2s. 7d. per hour.

(ii) The overtime shall start to count as and from the time the man out of his ordinary working hours, is ordered to attend and does attend, until released, including any time he is waiting or standing by after the time he was ordered to attend and was not released.

(iii) A seaman shall be allowed a minimum of one hour's pay when called out for work outside his ordinary hours of labour when away from his home port, and a minimum of two hours at his own port: this two hours not to apply in cases of arrival or departure.

Double-time Overtime: (11) (c). In lieu of double-time rate conditions granted seamen by Conciliation Commissioner Hamilton Knight, it is specifically provided that the qualification of clause 13 (b) shall stand namely "greasers attending generators for supplying power for cargo work (one man only in engine room to be paid)" and it is further agreed in lieu that when the vessel is not working cargo the respective flat rates of overtime of 5s. 6d. and 6s. 6d. respectively vide clause 13 (d) shall apply for running gear in the engine room outside the normal hours of duty. Also in cases where owing to breakdown in engine room or on deck necessitating immediate repairs in port the aforesaid rates shall apply to such work. This clause shall be in full satisfaction of all claims for the aforesaid double-time rate.

Shifting Ship.

(12) The following provisions shall apply to shifting ships between 5 p.m. and 7 a.m. while the ship is in port and not duly treated as being at sea while there:—

(i) If an employee is ordered to attend for the purpose of shifting ship, he shall be entitled to payment at overtime rate as for three hours for each call-back in any port, provided a period of more than three hours elapses before the next shift or between subsequent shifts, with continuity of payment from the first commencement to the termination of the last, between the hours of 8 p.m. and 4 a.m. where there are more than two such call-outs;

(ii) If an employee is notified before 5 p.m. to attend for the purpose of shifting ship immediately after the meal hour observed between 5 p.m. and 6 p.m. this clause shall not apply to him;

(iii) If the ship is shifted while an employee is working overtime, this clause shall not apply to him;

(iv) Where an employee is ordered to attend at any time between the hours of 6 a.m. and 7 a.m. for the purposes of shifting ship he shall be entitled to a payment at overtime rates as for one hour;

(v) The ship shall not be shifted during the usual meal hour between 5 p.m. and 7 p.m., unless such shift cannot be reasonably avoided by the master;

(vi) This clause shall not apply to a donkeyman acting as such in aiding the shift.

Working Cargo Overtime.

(13) (a) Seamen engaged in handling cargo and/or coal in port or at sea between the hours of 7 a.m. and 5 p.m. shall be entitled to a payment of 2s. 7d. per hour in addition to the day's pay.

(b) Handling cargo shall, for the purpose of this clause, be limited to the following: Actual handling of cargo, driving winches, attending yardarms, shipping or unshipping hatches and beams, greasers attending generators for supplying power for cargo work (one man only in engine room to be paid)

acting as hatchman or captain of hold, dumping dead stock, mucking out after carrying stock (not including sweeping up and/or hosing down after mucking out), lifting stock fodder from holds to upper decks.

(c) No cargo gear, derricks, or hatches shall be rigged up between dark and daylight, prior to the arrival of a ship at an anchorage or a port, except for the purpose of preparing to deliver mails and passenger's luggage.

(d) When seamen are engaged in handling cargo between the hours of 5 p.m. and 7 a.m. and on Sundays and holidays defined in clause (8) of the Agreement at any port or anchorage or at sea, where the seamen are called upon by the master to work cargo on board the vessel, such seamen shall be paid a flat overtime rate without any deduction from wages, as follows: Mondays to Fridays between 5 p.m. and 7 a.m., 5s. 6d. per hour; Saturdays noon to midnight, 5s. 6d. per hour; Sundays and holidays, as per clause (8) (j) and (k); from midnight to midnight, 6s. 6d. per hour.

The master shall decide the hours of commencement of work at any port or anchorage, and shall regulate at his discretion the number of gangs to be employed and the disposition of the men, in accordance with the amount of work to be done.

(e) In cases of an employee having completed twenty-four consecutive hours' time on duty, the provisions of clause (3) (1) shall apply.

(f) When a meal hour between 5 p.m. and 7 a.m. on ordinary days or any meal hours on Sunday or holidays is curtailed for the purpose of working cargo for the vessel, the flat rate of overtime applicable plus 5s. 1d. shall be paid, and half these rates, if the meal hour is curtailed for less than thirty minutes.

(g) When the seaman is engaged, with the permission of the master, by the local stevedore at any port to assist in working cargo, either on the vessel or on the wharf, or is engaged by the wharf authority at any port to assist on the wharf, such seaman shall be entitled to receive from such employer the full rates of wages applicable to the port foreshore workers without any deduction from his monthly wage, and any time so worked and paid for shall not be considered as hours of duty on the vessel.

(h) Members of the Seamen's Union shall not be called upon to work cargo after midnight in any port provided that seamen shall work cargo continuously in the following circumstances:—

- i. Where a vessel arrives on one tide and is scheduled to depart on the next tide;
- ii. where there is not more than twelve hours' work in all, or not more than two hours' work after midnight to complete cargo;
- iii. where after twelve hours' work there is not more than two hours' work required to complete cargo;
- iv. where the working of cargo has been delayed through engine room breakdown or stress of weather, or through any other unforeseen circumstances not being attributable to any act or default of the master, owners or agents of the vessel, time equivalent to such lost time shall be worked after midnight if required.

(i) When working cargo into lighters with resultant breaks in continuous work and seamen are not worked continuously on cargo and/or other work, time from commencement to completion of cargo shall be deemed continuous for the purpose of overtime except where breaks are four hours by the clock or longer. Where sea watches are maintained this sub-clause shall only operate in application to that particular period outside the employees' watch.

Boiler Work.

(14) For working inside boilers or furnaces, cleaning inside of casing of internal combustion engines, cleaning oil tanks in motor vessels, cleaning tubes, uptakes or smokeboxes where doors have to be opened or cleaning bilges, an employee shall in addition to any other ordinary or overtime rate payable under this Agreement be paid 1s. 6d. per hour for the time so occupied.

Bilges and Tubes.

(15) (1) Bilges shall not be cleaned at night unless it is necessary to do the work then.

(2) Tubes shall not be cleaned at sea unless it is reasonably necessary to do the work there.

(3) Any employee required to clean bilges at night or to clean tubes at sea shall, in addition to any other ordinary or overtime rate payable under this Agreement be paid 2s. 6d. per hour for the time so occupied.

Engine Room Work.

(16) When at sea men on watch in the engine room shall not be called upon to do such work as scouring, polishing brightwork, painting or washing paint when the main engines are working. This clause does not apply to day-men.

Crew Attendants' Work.

(17) (1) The duties of crew attendants shall include:—

- (a) At meal times collect food from galley.
- (b) Carry mess dishes to messrooms, if necessary placing in hot presses, and serving each individual man.
- (c) After meals clear away, wash eating utensils, and mess kits, and return latter promptly to galley. Sweep out messrooms.
- (d) Clean out living quarters (rooms and crew alleyways) daily.
- (e) Clean crew lavatories and showers daily.
- (f) Change linen weekly. Draw stores as required.

(2) On vessels carrying one crew attendant only, subclause (a) of this clause shall be performed by the deck boy.

Regulation of Labour.

(18) (a) No boy or ordinary seaman shall drive any winch or attend any yardarm or hatch, or keep night watch or attend gangway.

(b) Deck boys shall not be employed working cargo.

(c) Seamen shall not be sent aloft to work over a hatchway from which cargo is being discharged or loaded whilst it is being discharged or loaded.

Meals.

(19) The meal times allowed in port shall be: (a) breakfast, 7 a.m. to 9 a.m.; (b) dinner, 12 noon to 1 p.m.; (c) tea, 5 p.m. to 6 p.m.; (d) if working is to be continued after 11 p.m., one hour for supper between 11 p.m. and 1 a.m.

(e) If a vessel is arriving at or departing from or shifting in port at these hours the meals may be served: breakfast, 7 a.m. to 9 a.m.; dinner, noon to 2 p.m.; tea, 5 p.m. to 7 p.m.; as may be convenient to the vessel's work.

(f) Where a meal is given immediately after leaving a port, the deck hands deemed on duty and the men are deprived of their ordinary meal hour, they shall be allowed one hour for the meal, and it shall count as part of the hours of labour for the day, or payment shall be made at overtime rates.

(g) A seaman shall not, except for quarantine or medical inspection, and save as in hereinafter mentioned, be under any obligation to curtail any meal time in port, even on the terms of payment of overtime. If he does so he shall be paid overtime at double overtime rates for such time.

Provided that, where it is necessary in the opinion of the master or officer in charge of a vessel for the purpose of shifting ship, or to enable a vessel to start on a voyage during a meal hour, a seaman may be called upon to curtail his meal hour or a portion of it for an hour, or part of an hour, on payment of double overtime rates for the time his meal is curtailed, subject to the following condition: if the time curtailed exceeds half an hour, payment shall be made as for one hour at double overtime rates, but where the time is half an hour or less, payment shall be made for as for half an hour at double overtime rates.

Utensils and Bedding.

(20) (a) The employers will provide, for the use of the seamen, all necessary utensils, to be of enamelware or of a similar nature thereto, but not of tin, free of cost to the seamen, and also bedding consisting of a mattress, pillow, pillow-cover, two sheets, two blankets and a third blanket to be supplied on application in cold latitudes; the pillow-cover and sheets

shall be changed once each week and the blankets washed at least once each month; provided that, in the event of the failure of any seaman to return in good order any of such utensils or bedding as may have been issued to him, the employers may deduct any sum, being not more than 75 per cent. of the value of such utensils or bedding not returned, from any moneys due to such seaman on the termination of his employment.

The mattresses supplied to be of flax or other fibre and not of straw or tow.

(b) All the necessary eating and messing utensils, including washing cloths and drying towels, shall be supplied by the employer prior to the commencement of a voyage.

Accommodation.

(21) (a) The living quarters and mess-room and lavatories shall be washed and cleaned each day in port and at sea.

(b) The quarters, mess-room, lavatories, and bath-rooms of deck hands shall be cleaned by the attendant, or, if there be no attendant, by any person in that department ordered to do so within his hours of duty.

The time to be allowed each day shall be: Where not more than four persons, 1 hour; where more than four persons but not more than nine, 2 hours; where more than nine persons but not more than eighteen, 3 hours; where more than eighteen persons, 4 hours.

(c) The quarters, mess-room, lavatories and bath-rooms of engine room hands shall be cleaned by the attendant, or, if there be no attendant, by any person in that department ordered to do so within his hours of duty.

The time to be allowed each day shall be: Where not more than four persons, 1 hour; where more than four persons but not more than nine, 2 hours; where more than nine persons but not more than eighteen, 3 hours; where more than eighteen persons, 4 hours.

(d) In cases where the extent of the quarters or any other matters render it reasonably necessary, additional time shall be allowed by the master.

(e) The duty of the attendant shall be to wash and clean the living quarters, lavatories, bathrooms, and mess-rooms each day, attend the food supply and draw stores.

(f) Where a vessel is provided with a dynamo of sufficient power, the living quarters and other quarters of the seamen shall be fitted with electric light for their use at sea. In all other cases a proper up-to-date light shall be provided.

(g) The living rooms or quarters of the seamen shall be thoroughly fumigated, cleaned and painted at least once in each twelve months. In the event of the quarters being fumigated or painted, the seamen shall be given, when practicable, one clear day's notice at least prior to starting fumigation or painting.

(h) All bedding, clothing, etc., to be tossed up and fumigated while in the quarters. Seamen shall not be called upon to occupy the living quarters in any ship until the fumigating officer has certified that they can safely do so. Whenever quarters are being fumigated the employer shall provide each member of the crew with accommodation elsewhere on board, or on shore, and shall provide room to store or keep safely clothes and other property of the seamen on board while the quarters are being fumigated.

(i) One bath towel and face towel and soap shall be provided by the employer for use by each man each week free of cost, so long as the seamen uses the towels reasonably and hands them back each week, and subject to the conditions set out in clause (20) (a).

Sickness and Accident.

(22) If a seaman belonging to a ship, for which articles are signed in Australia, is landed and left at any port by reason of illness, or accident, in the services of the ship, incapacitating him from following his duty, he shall be entitled:—

(a) If landed at his home port to receive wages at the rate fixed by this Agreement up to the expiration of one week after the date of his recovery, as certified by his medical attendant or by a medical inspector of seamen, if the employer at his own expense requires an examination.

Provided that in cases where his engagement expires within one month from the date he was left on shore, the time for which he shall be so entitled to be paid shall not exceed a period of one month, and in other cases it shall not exceed a period of three months from the date he was left on shore.

(b) If landed and left at a port other than his home port, to receive wages until his recovery, certified as provided in the preceding subclause (a) and until arrival at his home port, at the rate payable to him when he was landed, and after his recovery (certified as aforesaid) to a free passage to his home port.

Provided that, if after recovery the seaman rejoins his ship or takes other employment, or is offered and refuses employment on some other vessel proceeding to his home port at a similar rate of pay to that received by him immediately prior to his being left ashore, and with right of discharge from that vessel on arrival at his home port, his right to continue to receive wages under this subclause shall then cease.

(c) If the medical inspector of seamen at an out-port certifies that the seaman shall be landed at that port for treatment, and the master requires the seaman to return to his home port prior to recovery, either before or after being so landed, such seaman shall, after arrival at his home port, be treated in respect of wages, medical expenses, maintenance, etc., as if he had not been returned to his home port.

(d) When a sick or injured member, who has been landed at any port away from the home port and subsequently returned to the home port before recovery he shall, excepting during any period of hospitalisation, be paid a sustenance allowance at the rate of 6s. 6d. per day, or £2 5s. 0d. per week.

(e) The illness, hurt, or injury which shall entitle a seaman to the benefits provided for in this clause shall:—

- (1) be such as to wholly incapacitate him from performance of his duty;
- (2) be, or appear to be of such a nature that it is considered by the master advisable in the interests of the seaman to leave him ashore;
- (3) so far as can be ascertained, be an illness contracted on board any ship of the employer, or in the service of any such ship or of the employer, or a hurt or injury sustained in the service of any such ship or of the employer, in either case under the existing or any preceding articles of agreement not separated from the next succeeding articles by an interval of more than a week (except so far as it includes time off or leave granted under this Award) nor by any time of employment for any other employer.

Provided that, if the illness is due to his own wilful act or default, or to his misbehaviour or to a venereal disease, the employee shall not be entitled to the benefits provided for in this clause.

(f) The expense of providing the necessary medicines, surgical and medical advice, and attendance to a seaman belonging to a ship while suffering from the effects of sickness contracted, or injury received in the service of the ship or of the owner, or from any illness, not being venereal disease, or an illness due to his own wilful act or default, or his own misbehaviour, and of the seaman's conveyance to the home port after recovery, shall be paid by the employer without any deduction from wages on that account, until he is cured or dies, or is brought or taken back to the port where he is entitled to be discharged or such other port as is mutually agreed upon with the approval of the proper authority.

This subclause is subject to the proviso to subclause (b) of this clause.

(g) While being returned to the port above referred to under the provisions of this clause, the seaman, if he is not being maintained by or at the expense of the employer, shall be entitled to the sustenance allowance recognised by this Agreement.

(h) If an employee in the service of the owner shall suffer any injury by accident out of or in the course of his employment, but by reason of the happening of the injury out of the jurisdiction of Western Australia, the employee would otherwise be disentitled under the provisions of the Workers' Compensation Act, 1912-41, to compensation under that Act, he shall

nevertheless be considered as having all rights to compensation under that Act as if the accident had happened within the jurisdiction of Western Australia: provided however:—

(1) That such right shall not be accumulative on any other rights afforded by the Commonwealth Seamen's Compensation Act, The Navigation Act (Commonwealth), (1912-35), The Merchant Shipping Acts (Imperial), or under any statute or at common law or the provisions of this Agreement, but shall be in the alternative: and

(2) The making of a claim to compensation or benefits under any of the provisions of the last-mentioned Act, or at common law or with this Agreement shall disentitle the employee to compensation under the provisions of the Workers' Compensation Act, 1912-41 (State).

Ships Stranded.

(23) In the event of a vessel being stranded (not in a tidal river, gulf or harbour) and any member employed assisting to refloat the vessel, shall be paid his ordinary wages, and in addition to his wages he shall be paid a special payment of 4s. 3d. per hour between the hours of 8 a.m. and 5 p.m. and 7s. per hour between the hours of 5 p.m. and 8 a.m. The additional payment shall not be made for the time occupied in performing ordinary duties or in doing work necessary to save human life.

Shipwrecked Seamen.

(24) (a) Where the services of a seaman terminate before the period contemplated in his agreement by reason of the wreck or loss of the ship, he shall be entitled to conveyance by or at the cost of the owner to the port of his engagement, or, at the master's option, to the port of discharge mentioned in the Agreement, or to such other port as is mutually agreed upon, with the approval of the proper authority, between the master and the seaman.

(b) Wages shall be paid up to and including the date of seaman's arrival at his home port.

(c) Where seaman is not being maintained by or at the expense of the employer during his return to his home port, the employer shall pay the seaman the sustenance allowance recognised in this Agreement.

Provided that the total period for which the seaman shall be entitled to receive wages in pursuance of paragraph (b) of this clause, shall not in any case exceed three months from the time of the termination of his service by reason of the wreck or loss of ship.

Provided also, that if the seaman refuses or fails to accept the first reasonable means of conveyance, not being less than the equivalent of second class, offered by the master or owner, or by a proper authority, he shall not be entitled to receive wages under this clause for any period after such refusal or failure.

(d) In the event of a seaman losing his clothes or effects through the wreck or stranding of the vessel, the employer shall reimburse the seaman for the loss of such clothes and/or effects, but the amount of such reimbursement shall not exceed the sum of thirty pounds (£30) to any one man.

Sailing Board.

(25) (a) On the day of departure there shall be fixed in a conspicuous place at the gangway of the ship a notice board stating the time appointed for the departure of the vessel, and the time shown on the board shall be altered from time to time in the event of the vessel's departure being postponed.

(b) Where a seaman who is entitled to be on shore until the vessel departs, and has been on shore, and who returns on board at the time appointed on the notice board for the departure of the vessel, and the ship sails later than the appointed time, such seaman shall be paid overtime from the time first appointed to the time of departure of the ship or until his watch commences, unless the departure of the vessel is delayed by any act of any of the crew, or by rain, or by any unexpected cause for which the service or agent or master of the ship cannot reasonably be held responsible.

Stop Work Meetings.

(26) (a) The master shall allow all members of the crew of the vessel then in the port of Fremantle, Adelaide, Melbourne, Sydney, Newcastle or Brisbane to be absent from their vessel between the hours of 8 a.m. and noon for the purpose of attending a stop work meeting of the Union on the last Tuesday of each month, without any deduction from wages on that account.

On the days of the said stop work meetings the breakfast hour for the seamen shall be from 7 a.m. to 8 a.m. and the dinner hour shall be from 12 noon to 1 p.m.

Any seaman who under the foregoing conditions attends such stop work meeting and is not back on board his ship by noon, his meal hour under clause (19) (f) shall be curtailed, without compensation by the amount of time he is back on his ship after noon and he shall be ready to and shall turn to work at 1 p.m. (e.g., a seaman not on board until 12.30 p.m. shall forfeit half an hour of his meal time).

(b) No other stop work meeting to be held within working hours.

(c) This clause does not apply to crews of vessels which are due to sail at or before noon on the day of the meeting.

(d) In all cases a competent man to be kept on board in the engine room to attend generators supplying power for cargo or other necessary purposes.

(e) In the case of vessels scheduled to sail after noon on the day of such meeting, if a cargo vessel, at least one member of the engine room staff shall be kept on board, and if a passenger vessel, a full engine room and deck watch to remain on board.

(f) Time occupied by seamen attending stop work meetings prescribed in subclause (a) shall be deemed to be hours of duty for that day.

Engagements.

(27) (a) Where a seaman is engaged and the ship's officer holds his certificate of discharge, or where the seaman by order of the officer takes his effects on board by the appointed time and is afterwards not engaged, the seaman shall be paid (1) if the seaman is notified before 6 p.m. that his services will not be required, the sum of £1; (2) if the seaman is not so notified until after 6 p.m., the sum of 25s. The seaman shall also be paid a sum as will cover his necessary expenses in taking his effects to and from the vessel.

(b) Where a seaman is engaged at any port to proceed to another port to join a ship, his wages shall commence from and include the day of his engagement at the former port, and his travelling and sustenance expenses if any, shall be paid by the employer.

(c) (1) The officers of the vessels of the State Shipping Service shall, when vacancies occur, attend the recognised pick-up place between the hours of 9 a.m. and noon from Monday to Friday inclusive, and select the men required to fill such vacancies.

Provided that where men are reasonably required to complete ships' complements outside these hours, the Union will give every assistance in locating suitable men.

(2) On occasions when men are urgently required outside the ordinary pick-up hours, and the secretary of the Union cannot be communicated with for any reason, the "picking-up" place shall be at the vessel's side or elsewhere.

(3) The Union, its officers and members, shall not attempt to enforce any roster system for engagements of seamen and shall not interfere with the free selection and engagement of crews or individual members of crews, but will assist in every way the officers of vessel or officials of the State Shipping Service in obtaining without delay a sufficient number of suitable men for selection for engagement.

(d) In the event of a ship changing articles, any seaman who re-engages shall have the right to retain his original home port as the home port in the new articles.

(e) When seamen sign off and on, on the same day, those men who have already put in eight hours' work on that day shall be allowed two hours' overtime, if

they are signed off and on during the hours of the day after their eight hours have been completed, as a set-off for the time required for the purpose of signing off and on.

Discharge.

(28) (a) The master may discharge any seaman at his home port if he gives him not less than twenty-four hours' notice of a day other than Saturday, and if the notice be not less than twenty-four hours before the ship leaves the home port. Any seaman may end his engagement at his home port, if he gives the master such notice as aforesaid.

(b) The master may give notice at sea to any seaman of his intention to discharge him on arrival at his home port: providing such notice be given on any day but Saturday, twenty-four hours prior to the intended termination of the engagement.

(c) Any seaman may obtain his discharge by giving the master twenty-four hours' notice (on any day but Saturday) prior to the arrival of the ship at the home port, of his intention to leave the ship at his home port.

(d) Should any seaman be dismissed or discharged for any reason other than his own misconduct as per clause 29, or for sickness or accident under clause 22, at any port other than his home port, he shall be provided by the master with a free passage to his home port, and shall be paid wages up to the time he would in due course arrive thereat, and shall, if not provided with keep, be paid in addition a sustenance allowance at the rate of 14s. per day, whilst awaiting and during such transportation.

Provided that, if the return of the seaman to his home port is delayed by his own act or default, he shall not be entitled to wages or sustenance allowance during the period of the delay, so far as it was caused by the seaman.

In the event of any seaman or seamen being absent from the ship in an outport at the time prescribed for departure on the notice board, the master shall leave the wages, overtime, and effects of such seaman or seamen with the Superintendent of the local Mercantile Marine Office; the remainder of the crew shall then be asked to take the ship to sea, and, failing to do so, and if the ship is prevented from sailing as the result of such refusal, none of the seamen shall be entitled to the provisions of subclause (d) of this clause.

(e) If the articles expire through effluxion of time at any port other than the home port, the seaman shall be entitled to his discharge, together with any wages then due, and to a free passage back to his home port, unless he is offered employment on Agreement conditions for the balance of the outward journey (if any) and back to his home port. The wages of the seaman shall run on and be paid up to and including the day of arrival of the seaman at his home port. While travelling to his home port on a free passage, he shall be allowed to victualling allowance by the Agreement, unless food and a berth is included in the passage money paid.

(f) When any seaman is being paid off during the currency of his articles of agreement, he shall be paid all his wages and overtime due, and be given his certificate of discharge, so far as the employer can do so, on the day of his discharge, if he is discharged before noon, if it is not on a Sunday or a holiday, or next day before noon if discharged after noon.

Dismissal.

(29) If any seaman becomes intoxicated or disorderly the master, or, in his absence, the officer or engineer on watch, may dismiss him instantly if in port, or if at sea, log him and dismiss him on arrival at the first port.

Uniforms.

(30) The deck hands shall, if required to do so, wear the uniform of the employer on passenger vessels, but the employer shall, after the present uniforms are unfit for use, supply the uniform and the necessary trimmings and badges.

No Discrimination.

31. The master shall not discriminate without just cause against any members of the Union who bear good conduct records and who agree to and continue

to work on the terms of this Agreement and as there are vacancies for, and the master will consider any representations made to him by the secretary of the Union.

The discrimination referred to is unjust discrimination in favour of persons not members of the Union, not discrimination between members of the Union.

Buckets.

(32) The employers will, where necessary, provide a sufficient number of buckets for the use of the seamen free of cost to the seamen.

Ship's Articles.

(33) All the conditions of this Agreement shall be accepted by the master and members of the Union as part of the Articles of the Agreement with the crew.

Definitions.

- (34) (a) "In port" refers to the time from arrival to departure.
- (b) "At sea" refers to the time from departure to arrival.
- (c) "Departure" means the time when the vessel is unmoored to proceed to sea.
- (d) "Arrival" means the time when the vessel is moored at a place where it ships or unships cargo, coals, mails or passengers' luggage.
- (e) "Port" includes bay, river, or roadstead.
- (f) "A day" means from 12 midnight to 12 midnight.
- (g) "Home port" means any port in the Commonwealth at which the seaman originally signs the Articles of Agreement, or such other port as may be inserted in the articles in accordance with the Commonwealth Navigation Act.
- (h) "Holidays" shall mean the days prescribed under the law of the Commonwealth or the State to be observed in lieu of the actual holidays mentioned in this Agreement, unless there be no such day prescribed, in which case the day to be observed shall be the day on which the holiday falls.
- (i) "Wages" include overtime and sustenance allowance, except where it is inconsistent with any provision of this Agreement.
- (j) "Cargo" means any merchandise including oil, coal, livestock, perishables, mails and passengers' luggage.
- (k) "Seaman" means any member of the Seamen's Union of Western Australia Industrial Union of Workers, Fremantle, employed by the State Shipping Service, except where it is clear that the clause or subclause applies to A.Bs. or ordinary seamen only.
- (l) "Main ports" means Wyndham, Darwin, Albany, "Sourabaya," Batavia, Singapore, or the last place of call on the Western Australian coast from which the vessel commences her return voyage, and all those ports as provided for under the Seamen's Federal Award.
- (m) "Moored" includes anchored, but not where anchored through stress of weather, fog, conditions of tide, waiting for orders, or quarantine or other legal restrictions.
- (n) "Dayman" means any seaman who does not keep watch.
- (o) "Agreement" means this Agreement.
- (p) "Master" means the master of the vessel or his deputy.

Manning Conditions.

(35) The Seamen's Union may apply to the Commonwealth Navigation Department to fix manning conditions, if in any particular case it is not satisfied with the manning conditions fixed for any vessel, provided the members of the Union work under the manning conditions fixed pending the hearing of the application.

Existing Conditions.

(36) This Agreement is based on existing customs and practices not inconsistent with any of the terms of this Agreement.

Navigation Act.

(37) Nothing in this Agreement shall affect the claim of a member of the Union to any rights he has under the Commonwealth Navigation Act, and an employer shall only be liable once for anything granted by this Agreement and by the Navigation Act also.

Area.

(38) This Agreement shall apply to the whole of the State of Western Australia.

Term.

This Agreement supersedes the Industrial Agreement No. 21 of 1939 and shall operate from the 1st October, 1948 (with the exception of clauses (11c) and (3n) which shall operate from the date of signing the Agreement) and shall operate for a period of three years with the exception of clause 1 (iii) (seagoing allowance) which shall remain in force for two years only: provided that either party may, at the expiration of one year from the above date, apply to the other party for a review of the Agreement, and, in the event of no amendment being agreed upon, either of the parties may apply to the Court for an Award or Order amending the Agreement.

Signed by the Honourable Minister
Controlling the State Shipping Service.
ROSS McLARTY.

[L.S.]
In the presence of—
R. H. Doig.
[L.S.] Signed by—
A. GLEDHILL, President.
and—
R. HURD, Secretary.

on behalf of the Seamen's Union of
Western Australia Industrial Union of
Workers, Fremantle; and the Seal of
the said Union was affixed in my pre-
sence on the
In the presence of—
E. J. Leahy.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 15 of 1949.

Between the Western Australian Barmaids and Bar-
men's Union of Workers, Perth, Applicant, and J.
J. Monaghan (Bunbury), D. S. Neville (Gerald-
ton), A. G. Barnard (Busselton), T. H. Atkinson,
(Northam), H. L. Green (Dumbleyung), W. A.
Schurer (Albany), G. F. Robinson (Koorda), A. J.
Withers (Katanning), A. G. Illingworth (York),
and A. Shepherd (Kellerberrin), 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, 1912-1948 and all other
powers therein enabling it hereby declares the memor-
andum 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 the area comprised
within the South-West Land Division of the State,
except the area within a radius of twenty (20) miles
from the General Post Office, Perth, and except any
portion of the Fremantle Licensing District.

2.—Definition.

In this Award, and unless the context otherwise
indicates and without limiting the ordinary meaning
of the term, "barmaid" or "barman" means any worker
over the age of twenty-one (21) years who serves
behind the bar counter liquor for sale by retail in
any hotel, permitted to retail liquor under a publican's
general, hotel, or wine and beer license.

3.—Wages.

	Per Week.		
(a) Basic Wage—	£	s.	d.
Males	6	6	9
Females	3	8	5
(b) Margins—			
Barmaid	4	4	4
Barmen	1	6	0

(c) Provided that, in respect of any basic wage varia-
tions 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 pre-
scribed for barmaids to increase or decrease by the
same amount that the basic wage for barmen is in-
creased or decreased as a result of such variation, in
order that the rates for barmaids and barmen shall
remain equal.

(d) Wages shall be paid weekly.

(e) Where a worker boards and/or lodges on the
premises of the employer, a sum equal to thirty per
cent. (30%) of the male basic wage may be deducted
from the hereinbefore stipulated wages for board and
lodging charges. Where board only is provided the
deduction shall be a sum equal to 24% of the male
basic wage and where lodging only is provided the
deduction shall be a sum equal to 8% of the male
basic wage. Where full board is not provided a sum
proportionate to the amount provided may be deducted.

4.—Hours.

(a) All work done in excess of forty (40) hours in
any one week, or of nine (9) hours in any one day,
or outside a daily spread of thirteen (13) hours, shall
be paid for at the rate of time and a third, such over-
time rates to stand alone and be paid for separately
and apart from the ordinary week's wages: Provided
that not more than three nine-hour days may be
worked in any one week.

(b) Notwithstanding anything contained in this
Award:—

- i. An employer may require any worker to work
reasonable overtime at overtime rates and such
worker shall work overtime in accordance with
such requirement.
- ii. No organisation, party to this Award, or worker
or workers covered by this Award, shall in any
way, whether directly or indirectly, be a party
to or concerned in any ban, limitation or restric-
tion upon the working of overtime in accordance
with the requirements of this subclause.

5.—Holidays and Sundays.

(a) All work done on any day observed as New
Year's Day, Australia Day, Good Friday, Easter
Saturday, Easter Monday, Anzac Day, Labour Day,
State Foundation Day, Christmas Day, or Boxing Day,
shall be paid for at the ordinary rate and an additional
day on full pay shall be added to the amount of annual
leave to which the worker is entitled under clause 10
for each day or part of a day so worked: Provided
that if by agreement between the employer and the
worker or as a result of the worker's own default,
only part of a day is worked by the worker on any
such day, an addition shall be made to such annual
leave equivalent only to the time actually worked on
such day.

(b) All work done on Sunday shall be paid for at
the rate of double time.

(c) On any public holiday not referred to in sub-clause (a) hereof, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

6.—Casual Workers.

(a) A casual worker shall mean a barmaid or barman whose services are terminated by the employer through no fault of the worker before the completion of five days' continuous employment.

(b) A casual worker shall be paid at the rate of fifty per cent. (50%) in addition to the rate prescribed in clause 2 with a minimum engagement of two (2) hours.

7.—Uniforms.

Where the employer insists upon a barmaid or barman wearing a uniform whilst at work, the employer shall provide it and maintain it in a reasonable state of cleanliness.

8.—Meal Times.

(a) No worker shall be required to work for more than five and a half (5½) hours without a break for a meal.

(b) A worker shall be allowed at least one-half hour for a meal between the hours of twelve (12) noon and three (3) p.m. and at least one-half hour for a meal between the hours of five (5) p.m. and eight (8) p.m.: Provided that workers boarding off the employer's premises shall be allowed not less than one hour for a meal during such times: Provided also that this subclause shall not apply to a worker who commences or resumes work at twelve (12) noon or later, and/or five (5) p.m. or later, who shall be deemed to have had a meal between the hours referred to: Provided further that, with the consent of the Union, some other arrangement more suitable to the employer's business may be adopted.

9.—Weekly Half-Holiday.

The weekly half-holiday shall commence not later than one thirty (1.30) p.m. on some one week day in each week. If by agreement between the employer and the worker a worker works on his or her half-day off, such work shall be paid for at the rate of time and one-third.

10.—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 misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(f) The provisions of this clause shall not apply to casual workers.

11.—Notice.

Except in the case of casual barmaids or barmen twenty-four (24) hours' notice of termination of employment shall be given by either side.

12.—Record.

(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 5 (a), 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 books 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.

13.—Roster.

(a) A weekly roster of the working hours of all workers shall be kept in the principal bar.

(b) For the purpose of calculating payment and rostering, the time of ceasing work shall be the time when the worker has completed all work behind the bar, whether or not such cessation is later than the statutory closing time.

14.—Copy of Award.

Each employer shall keep on some portion of his business premises a copy of this Award, if supplied by the Union, where it shall be open to the inspection of the worker at all reasonable times.

15.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to 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.

16.—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.

17.—Term.

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

18.—Board of Reference.

(a) The Court hereby appoints, for the purpose of this Award, a Board of Reference.

(b) The Board shall consist of a chairman, to be appointed by the Court, and two other representatives, one to be appointed by each of the parties.

(c) The Board is hereby assigned the following functions, in the event of a disagreement between the parties bound by the Award:—

- 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. Deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the regulations made under the Industrial Arbitration Act, 1912-1948, shall be deemed to apply to any Board of Reference appointed hereunder.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 2nd day of May, 1949.
[L.S.]

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

Filed at my office this 2nd day of May, 1949.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 50 of 1947.

Between The Food Preservers' Union of Australia
Western Australian Branch, Union of Workers,
Coastal Districts, Applicant, and Peters American
Delicacy Co. (W.A.) Limited, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note: Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Scope.

This Award shall apply to workers following the vocations mentioned in clause 7 hereof in the ice cream manufacturing industry.

2.—Area.

This Award shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

3.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the next pay period following the date hereof.

4.—Definitions.

"Casual worker" shall mean a worker employed for one (1) week or less.

5.—Hours of Work.

(a) Subject to clause 8 hereof, forty (40) hours shall constitute a week's work to be worked in five (5) or five and a half (5½) days at the option of the employer.

(b) Such hours shall be worked between 7 a.m. and 6 p.m. Monday to Friday inclusive and 7 a.m. and 12 noon on Saturday.

(c) A meal break of not more than one hour shall be allowed between 12 noon and 1.30 p.m.

6.—Meal Intervals.

No worker shall work more than five (5) hours without a suitable interval for a meal, but this provision shall not apply where the worker finishes work for the day at or before 1 p.m. on Saturday, or where on Monday to Friday inclusive, a female worker ceases work at or before 6 p.m. and a male worker finishes work at or before 6.30 p.m.

7.—Wages.

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

		Per Week.	
		£	s. d.
(a) Basic Wage:			
Males		6	1 7
Females		3	5 8

Margin over
Basic Wage
Per Week.

		£	s. d.
(b) Adult Males:			
Freezing Machine Operator		1	0 0
Freezing Machine Assistant Operator..		12	0
Head Cold Room Hand		1	0 0
Other Cold Room Hands.. ..		15	0
Cone and Wafer Machine Hands ..		18	0
Can Washers		12	6
All others		10	0
(c) Adult Females		15	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		50	
16 to 17 years of age		60	
17 to 18 years of age		70	
18 to 19 years of age		85	
19 to 20 years of age		100	

Margin over
Female
Basic Wage
Per Week.

20 to 21 years of age 5s.

(f) Casual Workers:

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

8.—Overtime.

(a) All time worked in excess of eight hours per day or before the usual starting time or after the usual finishing time shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) All time worked on Sundays shall be paid for at the rate of double time.

(c) 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 or she 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.

(d) Notwithstanding anything contained in this Award—

- An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- 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.
- This subclause shall remain in operation only until otherwise determined by the Court.

9.—Holidays.

(a) The following days, or the days observed in lieu, shall 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 sub-clause (c) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(f) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(g) The provisions of this clause shall not apply to casual workers.

11.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week's pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply when 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 wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

12.—Higher Duties.

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 employed.

13.—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 on either side by one (1) week'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 provisions of clause 11 hereof, as to payment for absence on account of illness.

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

(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.

14.—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.

15.—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.

16.—Posting of 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.

17.—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 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) 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.

18.—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.

19.—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.

20.—Excessively Wet Work.

Where the conditions of work are such that workers are unable to avoid their clothing becoming excessively wet, they shall be supplied with protective clothing or material.

21.—General Conditions.

(a) No female under the age of eighteen (18) years shall be required to lift weights in excess of 25 lbs., and no female worker over eighteen (18) years of age shall be required to lift weights in excess of 35 lbs.

(b) When practicable, dining rooms with boiling water at meal times, and suitable changing rooms, shall be provided.

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 15th day of December, 1948.

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

Filed at my office this 15th day of December, 1948.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 81 of 1948.

Between The Eastern Goldfields Shop Assistants and Warehouse Employees' Industrial Union of Workers, Applicant, and J. & W. Bateman Ltd., and others named in the Schedule hereto, 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 "award" occurs herein, it shall be taken to mean and include "agreement.")

1.—Scope.

This Award shall apply to the industries conducted by respondents and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein; provided always, that it shall not apply to workers who are at present provided for in any award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1941, to which another Industrial Union of Workers is a party.

2.—Area.

This Award shall be limited in its effect to the area comprised within a radius of twenty-five (25) miles from the Post Office, Kalgoorlie.

3.—Term.

This Award shall apply for a period of twelve (12) months from the beginning of the first pay period to commence after the date hereof.

4.—Definitions.

(a) "Shop Assistant" shall mean a worker employed receiving and/or selling and/or assembling or preparing goods for sale or delivery. The term "Shop Assistant" shall include cashiers and storemen.

(b) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice: Provided that a casual hand may be employed for not less than four (4) hours in any one day. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate.

(c) "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.

(d) The term "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminated by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided always, that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where the services of a worker employed as a weekly hand have been dispensed with for incompetence or unsuitableness or any cause referred to in clause 15 hereof.

(e) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

5.—Chemist Shops.

Any worker employed in a chemist shop shall be subject to the terms of this Award up to the time he or she becomes indentured to the profession.

6.—Hours.

Except as provided hereunder the ordinary hours of work shall be as follows:—

(a) Forty (40) hours shall constitute a week's work.

(b) Except as provided in subclauses (c) and (d) hereof the hours shall be performed between 8.30 a.m. and 5.30 p.m. on five (5) days of the week, excluding Sunday, and between 8.30 a.m. and 12 o'clock noon on the weekly half-holiday.

(c) The hours of workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act shall be worked to suit the convenience of the employer: Provided that the worker shall be notified of the half-day (which shall be granted to and taken by the worker on an afternoon in each week), upon which his or her services shall not be required.

(d) The hours of workers employed in wholesale establishments shall be worked as follows:—

(i) Between 7.30 a.m. and 5.30 p.m. on five (5) days of the week, excluding Sunday, and,

(ii) Between 7.30 a.m. and 12 o'clock noon on Saturday, which is the day upon which the half-holiday in wholesale establishments shall be observed.

7.—Meal Times.

(a) Shops (other than Fourth Schedule shops and wholesale establishments):—One hour shall be given and taken for meals; lunch hour shall be between 12 o'clock noon and 2.15 p.m.; tea hour shall start within forty-five (45) minutes after the prescribed finishing time.

(b) Fourth Schedule Shops:—Meal hours in Fourth Schedule shops will be taken at the times most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) The meal hours referred to in this clause shall be taken in one continuous period.

Notwithstanding anything contained in this clause, the lunch hour for workers in retail establishments other than Fourth Schedule shops shall, during the first two (2) days of each of three (3) sales per annum and during Christmas week, be given and taken between the hours of 11.30 a.m. and 2.30 p.m.

8.—Meal Money.

Workers who are subject to the starting and finishing times prescribed in subclauses (b) and (d) of Clause 6 of this Award, and who are required to continue working after the prescribed finishing time for more than one (1) hour without being notified on the previous day, shall be provided with any meal required or be paid two shillings (2s.) in lieu thereof.

9.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter. In the computation of overtime, each day shall stand by itself.

(b) Where overtime is worked in Fourth Schedule shops the worker shall be paid overtime as provided in subclause (a) after the prescribed weekly hours of work have been exceeded. Work performed on Sundays and/or prescribed holidays shall be paid for at the rate of double time.

(c) All time worked in establishments other than those referred to in subclause (b) hereof before the prescribed starting time or after the prescribed finishing time, shall be paid for at overtime rates. Work performed in the afternoon of the day on which the weekly half-holiday is observed, on Sundays and/or prescribed holidays, shall be paid for at the rate of double time.

(d) Notwithstanding anything contained in this Award—

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

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

10.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 9 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Kalgoorlie or Boulder Cup 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 (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.

(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 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 dereliction of duty, 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.

11.—Wages.

(a) Basic Wage—	Per Week.
	£ s. d.
Adult Males	6 9 6
Adult Females	3 9 11

(b) Adult Males—	Margin Per Week.
	£ s. d.
Shop Assistants, Storemen	1 5 0
Canvassers and/or Collectors	1 9 8

(c) Adult Females—	
(i) Grocery shops	1 14 7
(ii) Soft furnishings, manchester, dress materials and silk materials shops	1 7 9
(iii) Hardware, furniture, carpet shops	1 4 1
(iv) All other shops	18 10

(d) Junior Males—	% of Male Basic Wage Per Week.
Under 15 years of age	20
15 to 16 years of age	30
16 to 17 years of age	40
17 to 18 years of age	50
18 to 19 years of age	60
19 to 20 years of age	70
20 to 21 years of age	85

(e) Junior Females—	% of Female Basic Wage Per Week.
Grocery shops—	
Under 16 years of age	52
16 to 17 years of age	65
17 to 18 years of age	77
18 to 19 years of age	98

	Margin Per Week. s. d.
19 to 20 years of age	9 6
20 to 21 years of age	16 4

All other shops—	% of Female Basic Wage Per Week.
Under 16 years of age	45
16 to 17 years of age	52
17 to 18 years of age	65
18 to 19 years of age	80
19 to 20 years of age	96

	Margin Per Week. s. d.
20 to 21 years of age	6 0

- (f) Where a canvasser or collector provides his own bicycle, he shall be paid an allowance of two shillings and sixpence (2s. 6d.) per week, or provides his own motor cycle, he shall be paid at the rate of twopence (2d.) per mile covered in the course of his employer's business.
- (g) Any person, whether a junior or adult, employed as a canvasser and/or collector, shall be paid the full adult minimum rate. This subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Award.
- (h) Casual hands: Adult male and female workers shall be paid at the rate of threepence (3d.) per hour in addition to the ordinary rates prescribed herein. Junior male and female workers shall be paid at the rate of one penny halfpenny (1½d.) per hour, in addition to the ordinary rates prescribed herein.

12.—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.

13.—Higher Duties.

A worker who is required to do work which is classified at a higher rate under this Award than that which he or she usually performs, shall be entitled to payment at the higher rate while so employed.

14.—Proportion of Juniors.

- (a) Where one adult is employed, two (2) juniors may be employed and where two (2) adults are employed, three (3) juniors may be employed. Where more than two (2) adults are employed, one (1) junior to each adult may be employed.
- (b) Where no male or female adult is employed, one (1) junior male or one junior female may be employed.
- (c) Where one adult female is employed, two (2) junior females may be employed.
- (d) Where two (2) adult females are employed, three (3) juniors may be employed.
- (e) Where three (3) adult females are employed, four (4) juniors may be employed.
- (f) Where four (4) adult females are employed, five (5) juniors may be employed and thereafter the proportion shall not exceed five (5) juniors to four (4) adult females.

15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

16.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing the names of each of his workers to whom this Award applies, the class of work performed by and the wages paid to each worker, the age of each junior worker and the time during which each worker has been employed. Such record shall be open to inspection by a representative of the Union between the hours of 10 a.m. and 4 p.m. on any working day from Monday to Friday inclusive and shall be kept in the establishment or shop where the worker is usually employed.

17.—Board of Reference.

(a) The Court appoints, for the purpose 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 interpretations 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.

18.—Junior Worker's Certificate.

Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full; (ii) age and date of birth.
- (a) The certificate shall be signed by the worker.
- (b) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

19.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the 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.—Change Room.

Where an employer usually has more than six (6) workers engaged under the terms of this Award, he shall provide such workers with a suitable room for keeping their hats and clothing and for use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness.

21.—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.

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.

[L.S.] (Sgd.) E. A. DUNPHY,
President.

Filed at my office this 10th day of December, 1948.

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

SCHEDULE OF RESPONDENTS.

- | | | |
|--|---|---|
| 1. Bateman, Ltd., J. & W. | Wholesale Merchants, Hay and Murray Streets, Perth. | 29. Gunnell's Men's and Boys' Outfitters, Maritana Street, Kalgoorlie. |
| 2. Bairds Co., Ltd., The 491 | Wellington Street, Perth. | 30. Brown & Sauer General Storekeepers, Hannan Street, Kalgoorlie. |
| 3. Burkett's Agencies 123 | Maritana Street, Kalgoorlie. | 31. Hammond, H. A. General Storekeeper, Hannan Street, Kalgoorlie. |
| 4. Barker & Co., William Merchants, 74 Brookman Street, Kalgoorlie. | | 32. Hair, J. W. Fancy Goods, Hannan Street, Kalgoorlie. |
| 5. Barton's, D. I. C. Furnishers, Hannan Street, Kalgoorlie. | | 33. Freedman, W. Clothiers, Hannan Street, Kalgoorlie. |
| 6. Bailey, J. Grocer, McKenzie's Buildings, Hannan Street Kalgoorlie. | | 34. Hopkins, R. H. Hardware Store, 64 Maritana Street, Kalgoorlie. |
| 7. Baugh, R. Chemist, Hannan Street, Kalgoorlie. | | 35. Hocking & Co. Ltd. Stationers and Printers, Hannan Street, Kalgoorlie. |
| 8. Blacker, H. Grocer, 149 Hannan Street, Kalgoorlie. | | 36. Hicks & Co. Ltd., J. A. Drapers, etc., Hannan Street, Kalgoorlie. |
| 9. Boylen, J. Chemist, Burt Street, Boulder. | | 37. Harris, Scarfe & Sandovers, Ltd. Merchants, 683 Hay Street, Perth. |
| 10. Boulder Cash Trading Co. Burt Street, Boulder. | | 38. Hodgson & Cranston General Agents, Maritana Street, Kalgoorlie. |
| 11. Brennan's Drapers, Burt Street, Boulder. | | 39. Harper & Co., Ltd., Robt. Merchants, Phillimore Street, Fremantle. |
| 12. Berry & Co. Pty., Ltd., Henry Wholesale Merchants, 625 Wellington Street, Perth. | | 40. Jackson, M. Grocer, Burt Street, Boulder. |
| 13. Cordin, C. E. Milk Bar, 111 Hannan Street, Kalgoorlie. | | 41. Laming, L. Storekeeper, 410 Hannan Street, Kalgoorlie. |
| 14. Conway, F. J. Fruiterer and Greengrocer, Burt Street, Boulder. | | 42. Lloyd, R. F. Indenter and Warehouseman, Brookman Street, Kalgoorlie. |
| 15. Cox Bros. (Aust.) Ltd. Universal Providers, 96 William Street, Perth. | | 43. Locke, C. & H. Furnishers, 793-795 Hay Street, Perth. |
| 16. Caris Bros., Ltd. Jewellers, 688-90 Hay Street, Perth. | | 44. May, A. H. Australian Flag Store, Hannan Street, Kalgoorlie. |
| 17. Brennan's (Kalgoorlie) Ltd. Maritana Street, Kalgoorlie. | | 45. Smith, W. E. Grocer, Maritana Street, Kalgoorlie. |
| 18. Corot & Co. Ltd. J. H. Zeffert, Corot House, Hay Street, Perth. | | 46. Montgomery Bros. Ltd. Drapers, Hannan Street, Kalgoorlie. |
| 19. Consolidated Pneumatic Tool Co., Ltd. 331 Murray Street, Perth. | | 47. McKernan, G. Mercer, 154 Hannan Street, Kalgoorlie. |
| 20. Davidson, H. W. Manufacturers' Representative and Merchant, 49 Brookman Street, Kalgoorlie. | | 48. McLean Bros. & Rigg Ltd. Hardware Merchants, 104 Murray Street, Perth. |
| 21. Drabble, Ltd., W. Hardware Merchants, Claremont. | | 49. Nestle's Food Specialties Pty. Ltd. 188 St. George's Terrace, Perth. |
| 22. Ezywalkin, Ltd. Boot and Shoe Stores, 73 King Street, Perth. | | 50. Paull Bros. Grocers, 360 Hannan Street, Kalgoorlie. |
| 23. Fernie, R. Grocer, 126 Hannan Street, Kalgoorlie. | | 51. Paull, C. Grocer, 10 Balfour Street, Kalgoorlie. |
| 24. Falk & Co. Ltd., P. Merchants, 317 Murray Street, Perth. | | 52. Williamson, W. A. Produce Merchant, 29 McDonald Street, Kalgoorlie. |
| 25. Fowler, Ltd., D. & J. Wholesale Merchants, 70 Henry Street, Fremantle. | | 53. Maxwell, L. Mercer, Hannan Street, Kalgoorlie. |
| 26. Gray, M. Fashion House, Hannan Street, Kalgoorlie. | | 54. Randall & Edwards Jewellers, Hannan Street, Kalgoorlie. |
| 27. Godenzie's Shoe Stores 130 Hannan Street, Kalgoorlie. | | 55. Stahl, F. Service Stores, Grocer, 232 Hannan Street, Kalgoorlie. |
| 28. Goode, Durrant & Murray Ltd. Warehousemen, 39 William Street, Perth. | | 56. Sheed, Ltd., David Grocers, Hannan Street, Kalgoorlie. |
| | | 57. Saunders, J. R. Mercer, Hannan Street, Kalgoorlie. |
| | | 58. Trehair, C. Handy Foods and Cooked Meats, Hannan Street, Kalgoorlie. |
| | | 59. Turner, W. Grocer, 9 Maritana Street, Kalgoorlie. |
| | | 60. Wright, H. Fruiterer, 284 Hannan Street, Kalgoorlie. |
| | | 61. Wood, Son & Co. Ltd., G. Fruiterer, Hannan Street, Kalgoorlie. |
| | | 62. Wolenski, P. Wholesale Merchants, 352 Murray Street, Perth. |
| | | 63. Wills & Co. Ltd., John Grocers, 419 Wellington Street, Perth. |

Schedule of Respondents—continued.

PRICES CONTROL ACT, 1948.

Notice—Declaration No. 18.

I, ARTHUR VALENTINE RUTHERFORD ABBOTT, Attorney General and Minister of the Crown for the time being charged with the administration of the Prices Control Act, 1948, in pursuance of the powers conferred by section 14 of the said Act and the regulations for the time being in force thereunder, do hereby amend the schedule to Declaration No. 16 dated the 1st day of June, 1949, made under the said Act, and published in the *Government Gazette* on the 3rd day of June, 1949, in manner mentioned in the Schedule to this Declaration No. 18.

Schedule.

1. Delete from the words appearing under the sub-heading "Groceries and Foodstuffs," the words, "Fish, other than canned fish," and the word, "Crayfish," and insert in lieu thereof the words, "Fish, including crayfish, but not including other crustacea, or molluscs."

2. Delete from the words appearing under the sub-heading "Clothing," the words—

"(e) millinery, other than women's felt hats, or caps or bonnets or berets"—

and insert in lieu thereof the words—

"(e) millinery, other than caps and bonnets and berets, and other than women's, maids', girls' and infants' felt hats."

Dated at Perth, this 22nd day of July, 1949.

VAL. R. ABBOTT,
Attorney General.

PRICES CONTROL ACT, 1948.

Notice—Declaration No. 19.

I, ARTHUR VALENTINE RUTHERFORD ABBOTT, Attorney General and Minister of the Crown for the time being charged with the administration of the Prices Control Act, 1948, in pursuance of the powers conferred by section 14 of the said Act and the regulations for the time being in force thereunder, do hereby revoke Declaration No. 16 dated the 1st day of June, 1949, made under the said Act, and published in the *Government Gazette* on the 3rd day of June, 1949, in so far as it relates to the goods specified in the schedule to this Declaration No. 19.

Schedule.

Ties.

Gloves and mittens other than rubber.

Canvas blinds and awnings.

Paper hangings and wall paper.

Lawn mowers, hand-operated.

Washboards, wooden.

Incubators and brooders.

Beehives.

Canvas bags.

Clothes horses.

Ironing boards.

Marquees.

Dated at Perth, this 22nd day of July, 1949.

VAL. R. ABBOTT,
Attorney General.

PRICES CONTROL ACT, 1948.

Notice—Declaration No. 20.

I, ARTHUR VALENTINE RUTHERFORD ABBOTT, Attorney General and the Minister of the Crown for the time being charged with the administration of the Prices Control Act, 1948, in pursuance of the powers conferred by section 14 of the said Act and the regulations for the time being in force thereunder, do hereby declare the services specified in the Schedule to this Declaration No. 20 to be declared services for the purposes of the said Act and regulations.

Schedule.

The service of wool scouring.

The service of wool carbonising.

Dated at Perth, this 22nd day of July, 1949.

VAL. R. ABBOTT,
Attorney General.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 102.

Ales, Lagers and Stouts—Busselton Area.

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

Citation.

1. This Order may be cited as Prices Control Order No. 102.

Revocation.

2. Commonwealth Prices Regulation Order No. 1799 published in the *Commonwealth Gazette* on the 2nd day of November, 1944, as amended by the Commonwealth Prices Regulation Orders published in the *Commonwealth Gazette* on the date referred to hereunder in each case, is hereby revoked.

No. 1827, the 24th day of November, 1944;

No. 1883, the 4th day of January, 1945;

No. 2109, the 4th day of June, 1945;

No. 2239, the 7th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears—

(a) "Busselton area" means all those areas of Western Australia comprised within a radius of three miles from the principal post office of each of the following towns:—Augusta, Busselton, Capel, Margaret River and Nanup;

(b) "Oz." means a fluid ounce or ounces as the case may be;

(c) (i) "Small 5oz. Glass" means any glass or similar container containing less than 5oz.;

(ii) "5oz. glass" means any glass or similar container containing 5oz. or more, but less than 8oz.;

(iii) "8oz. glass" means any glass or similar container containing 8oz. or more, but less than 11oz.;

(iv) "11oz. pot or glass" means any glass or similar container containing not less than 11oz.

(v) "Bottle" means a reputed quart (26ozs.).

Maximum Prices—Quantities specified in Schedule.

4. I fix and declare the maximum price at which any quantity of ale, lager or stout specified in the schedule to this Order may be sold by retail in the Busselton area, to be the price specified in that schedule.

Quantities not Specified.

5. I fix and declare the maximum price at which any ale, lager or stout specified in the Schedule to this Order may be sold in quantities other than those specified in that Schedule, to be the maximum price fixed by the foregoing provisions of this Order for the next smaller quantity of such ale, lager or stout specified in that Schedule, or if there is no smaller quantity specified then such price (calculated to the nearest downward halfpenny) as bears the same ratio to the maximum price fixed for the next higher measure or quantity as the quantity actually sold bears to the next higher quantity.

Sales in Dining Room or Lounge.

6. Notwithstanding the foregoing provisions of this Order, I fix and declare the maximum prices at which any quantity of ale, lager or stout specified in the Schedule to this Order may be sold by any person in any hotel dining-room or lounge in the Busselton area, to be the prices specified in the said Schedule plus

an amount equal to the difference between the hotel dining-room or lounge prices respectively charged by that person on 17th September, 1948, for any such ale, lager or stout, and the public bar prices charged by that person for such ale, lager or stout on such date: Provided that if in the case of any sale, by reason of the absence of records such difference between the hotel dining-room or lounge prices and the public bar prices at 17th September, 1948, cannot be ascertained, the provisions of this paragraph shall not apply and such sale shall be deemed to have been made in the public bar.

Exhibition of Maximum Prices.

7. Every person who sells or has for sale by retail in the Busselton area any ale, lager or stout the maximum price for the sale of which is fixed by or under the provisions of this Order, shall exhibit in a prominent position in his place of business, or if he has more than one place of business, in each of his places of business and in each of his bars, lounges, dining-rooms or other places at such place or places of business where ale, lager or stout are sold or had for sale, particulars of the maximum prices fixed by or under the provisions of this Order for the sale by him of such ale, lager or stout.

Variation of Maximum Prices by Notice.

8. Notwithstanding the foregoing provisions of this Order, I declare the maximum price at which ale, lager or stout specified in a notice given in pursuance of this paragraph may be sold in the Busselton area by any person to whom such notice is given, to be such price as is fixed by the Commissioner by notice in writing to such person.

The Schedule.

Draught Western Australian Ale and Lager.			
		£	s. d.
Per 18 gallon keg	.. ..	7	7 6
Per 10 gallon keg	.. ..	4	5 9
Per 5 gallon keg	.. ..	2	3 6
			s. d.
Per 11 oz. pot or glass	.. ..	0	9
Per 8 oz. glass	.. ..	0	7
Per 5 oz. glass	.. ..	0	6
Per small 5 oz. glass	.. ..	0	3

Bottled Western Australian Ale and Lager.			
			s. d.
Per bottle	.. ..	2	1
Per 8 oz. glass	.. ..	0	10
Per 5 oz. glass	.. ..	0	7
Per small 5 oz. glass	.. ..	0	4

Bottled Western Australian Stout.			
			s. d.
Per bottle	.. ..	2	2
Per 8 oz. glass	.. ..	0	10
Per 5 oz. glass	.. ..	0	7
Per small 5 oz. glass	.. ..	0	4

Dated this 22nd day of July, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 103.

Timber, Mouldings, Joinery and Cartage Amendment to Prices Control Order No. 69.

WHEREAS it is provided *inter alia*, by subregulations (1B) and (2B) of regulation 23 of the regulations for the time being in force under the Prices Control Act, 1948, that the powers conferred respectively by paragraph (a) of subregulation (1) and paragraph (a) of subregulation (2) of regulation 23 of those regulations, to fix and declare by Order published in the *Gazette* the maximum prices at which any declared goods may be sold or the maximum rate at which any declared service may be supplied or carried on, shall for all purposes be deemed to be validly exercised by an Order so published which fixes any such price or any such rate by reference to a list of prices or rates

approved by the Commissioner, and issued by a body or association of persons which is recognised by the Commissioner, in the case of sales by a trader in goods or in the case of a supplier of a service, to be representative of the traders in the goods or the suppliers of the service, in relation to the sale or the supply of which the price or rate is so fixed.

And whereas, I Constantin Paul Mathea, Prices Control Commissioner, have recognised the Timber Merchants' Association of W.A., Perth, as representative of traders in timber, mouldings and joinery and suppliers of the service of cartage of timber and mouldings. And whereas I, the said Constantin Paul Mathea, have approved of the following list of prices of timber, mouldings and joinery, and rates for the cartage of timber and mouldings issued by the Timber Merchants' Association of W.A., Perth, that is to say the list referred to as "Price List No. 46, as from 17th March, 1949." And whereas I have fixed to the Association amended prices for pickets specified in such Price List:

Now therefore, I the said Constantin Paul Mathea, in pursuance of the powers conferred upon me by the aforesaid regulation, do hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 103.

Maximum Prices for Pickets.

2. Prices Control Order No. 69 is hereby amended—By deleting from the abovementioned Price List No. 46, the prices therein specified for pickets that is to say, the following words and figures:—

Pickets, 3 x ¾ in., per 100 count—

	Sawn	Plain Dressed
	s. d.	s. d.
4ft. 6in. long	36 9	46 9
5ft. 0in. long	40 6	52 6
6ft. 0in. long	48 3	60 3

and inserting in their stead the following words and figures—

Pickets, 3 x ¾ in., per 100 count—

	Sawn	Plain Dressed
	s. d.	s. d.
4ft. 6in. long	40 0	50 0
5ft. 0in. long	44 0	56 0
6ft. 0in. long	52 6	64 6

Dated this 22nd day of July, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 104.

Meals and Light Refreshments.

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

Citation.

1. This Order may be cited as Prices Control Order No. 104.

Revocation.

2. Commonwealth Prices Regulation Order No. 2332 published in the *Commonwealth Gazette* on the 26th day of November, 1945, as amended by Commonwealth Prices Regulation Order No. 2392 published in the *Commonwealth Gazette* on the 21st day of January, 1946, is hereby revoked.

Definitions.

3. (i) In this Order unless the contrary intention appears—

"course" means any dish or article of food, including partly or wholly solid food or soup of any kind, or any assortment or combination of such dishes or articles of food which are customarily sold for consumption at the same time, or any return of such article, dish or assortment or combination, and includes tea, cocoa or coffee;

“meal” means any food sold whether in one or more courses for consumption on the premises of the seller, and includes light refreshments;

“prescribed date” means, in relation to the sale of any meal or course by any person, the first day of June, 1949, or if no comparable meal or course was sold by that person on that date, then the last preceding date on which such a comparable meal or course was sold by that person;

“prevailing price” means, in relation to the sale of any meal or course by any person, the price at which a comparable meal or course was sold by that person on the prescribed date.

(ii) For the purposes of this Order, where any person conducts more than one business he shall be deemed to be a separate person in relation to each business.

Maximum Prices for Meals or Courses.

4. I fix and declare the maximum price at which any meal or course may be sold by any person to be the prevailing price for the sale of that meal or course, as the case may be, by that person.

Transfer of Business—New Business—Meals not comparable to those sold on Prescribed Date.

5. Notwithstanding the foregoing provisions of this Order where any person who did not sell any meal or course on the prescribed date sells any meal or course, or where any person sells any meal or course which is not comparable to a meal or course sold by that person on the prescribed date then—

(a) where that person is the transferee of any business or the assets thereof which has or have been sold or transferred to him after the 1st day of June, 1949, and he is carrying on business at the same premises, then I fix and declare the maximum price at which that person may sell a meal or course to be the maximum price fixed by or under the provisions of this Order for the sale of a comparable meal or course by the transferor;

(b) where that person is not a transferee as aforesaid then I declare the maximum price at which that person may sell any meal or course to be such price as is fixed by the Commissioner by notice in writing to that person and until such price is so fixed I fix and declare the maximum price at which that person may sell any meal or course to be—

(i) in the case of a meal—an amount calculated at ninepence per course or 2s. 3d. per meal, whichever is the lesser, and

(ii) in the case of a course—the sum of ninepence.

Exhibition of Price List.

6. Every person who sells or has for sale any meal or course a maximum price for the sale of which is fixed by or under the provisions of this Order, shall exhibit in a prominent position in his place of business, or if he has more than one place of business in each of his places of business, a notice setting forth the maximum price fixed by or under the provisions of this Order for the sale of such meal or course. I hereby declare that any form of notice shall be deemed to be an approved form if it is otherwise in compliance with regulation 45 of the regulations.

Validation of Maximum Prices by Notice.

7. Notwithstanding the foregoing provisions of this Order, where a notice in writing fixing the maximum price of any meal or course was given in pursuance of any Order which by virtue of the Prices Control Act, 1948, was in force immediately prior to the commencement of this Order, that notice in writing shall be deemed to have been given under this Order and shall continue in full force and effect.

Variation of Maximum Prices by Notice.

8. Notwithstanding the foregoing provisions of this Order, I declare the maximum price at which any meal or course specified in a notice given in pursuance of this paragraph may be sold by any person to whom such notice is given, to be such price as is fixed by the Commissioner by notice in writing to that person.

Dated this 22nd day of July, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 105.

Firewood—Perth Metropolitan Area.

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

Citation.

1. This Order may be cited as Prices Control Order No. 105.

Revocation.

2. Commonwealth Prices Regulation Order No. 3294 published in the *Commonwealth Gazette* on the 2nd day of April, 1948, is hereby revoked.

Definition.

3. In this Order, unless the contrary intention appears—

“Perth metropolitan area” means all that area of Western Australia comprised within a radius of 12 miles from the General Post Office at Perth.

Maximum Wholesale Prices.

4. I fix and declare the maximum price at which firewood of the descriptions specified in the First Schedule to this Order may be sold by wholesale for delivery in the Perth metropolitan area to be the price specified therein.

Maximum Retail Prices.

5. I fix and declare the maximum price at which firewood of the descriptions specified in the Second Schedule to this Order may be sold by retail in the Perth metropolitan area to be—

(a) in respect of sales for delivery at the purchaser's premises—the price specified in that Schedule according to the quantity of firewood comprised in the sale;

(b) in respect of other sales—the price so specified less 3d. per cwt. in each case.

Delivery of Invoices or Dockets.

6. Every person who sells firewood by retail in the Perth metropolitan area shall deliver with that firewood an invoice or docket containing the following particulars:—

(a) his name and place of business;

(b) the name and address of the purchaser of that firewood;

(c) the date of the sale of that firewood;

(d) a description of the firewood sold;

(e) the weight of the firewood sold;

(f) the price per ton or per cwt. at which that firewood is sold.

Exhibition of Price List.

7. Every person who sells or has for sale by retail any firewood, the maximum price of which is fixed by or under the provisions of this order, shall exhibit in a prominent position in his place of business, or if he has more than one place of business, in each of his places of business, in the form of a price list and in such a manner as to be easily legible to persons contemplating making any purchase or conducting any business at his place or places of business, particulars of the maximum price fixed by or under the provisions of this Order for the sale by him of that firewood.

Variation of Maximum Prices by Notice.

8. Notwithstanding the foregoing provisions of this Order, I declare the maximum price at which firewood specified in a notice in pursuance of this paragraph may be sold in the Perth metropolitan area by any person to whom such notice is given, to be such price as is fixed by the Commissioner by notice in writing to that person.

The First Schedule.

Description of Firewood.	MAXIMUM WHOLESALE PRICES.	
	Sales for Delivery at Rail.	Sales for Delivery to Purchaser's Premises.
Bushwood—	Per ton. £ s. d.	Per ton. £ s. d.
Lengths greater than 3 feet	1 8 0	1 11 6
Lengths greater than 12 inches but not greater than 3 feet	1 9 0	1 12 6
Lengths 12 inches or less	1 11 0	1 14 6
Green Mill Edgings—		
Lengths greater than 3 feet	1 0 0	1 3 0
Lengths not greater than 3 feet	1 1 0	1 4 0

The Second Schedule.

Description of Firewood.	MAXIMUM RETAIL PRICES.—Sales for Delivery to Purchaser's Premises.			
	For Quantities not exceeding 4 cwt.	For Quantities exceeding 4 cwt.	For Quantities exceeding 8 cwt. but under 1 ton.	For Quantities 1 ton and over.
Bushwood—	Per cwt. s. d.	Per cwt. s. d.	£ s. d.	Per ton. £ s. d.
12 inches or less in length or dry mill edgings	2 11	2 8	*1 1 6	2 7 6
Over 12 inches in length	2 8	2 5	† 19 2	2 4 2
Green Mill Edgings	2 2	1 10	‡ 14 8	1 10 0

* Plus an amount computed at the rate of 2s. 2d. per cwt. for the weight in excess of 8 cwt.
† Plus an amount computed at the rate of 2s. 1d. per cwt. for the weight in excess of 8 cwt.
‡ Plus an amount computed at the rate of 1s. 3d. per cwt. for the weight in excess of 8 cwt.

Dated this 22nd day of July, 1949.

C. P. MATHEA,
Prices Control Commissioner.

To His Excellency Sir James Mitchell, G.C.M.G.,
Governor of the State of Western Australia:

THE humble Petition of the undersigned sheweth as follows:—

(1) That your Petitioners are a majority in number of the electors living in an area comprised within a circle having a radius of 40 chains from the centre of all that piece of land situate at the corner of Ogilvie Road and Canning Highway, Canning Bridge, being portion of Swan Location 61 and being Lot 345 on plan 1751 (Sheet 2) and being the whole of the land comprised in C.T. Vol. 1003, Folio 850.

2. That there has been an increase in population in such area, and that such increase is likely to be permanent.

3. That a Gallon License is required within the area to meet the public requirements.

4. That the situation, namely at the corner of Ogilvie Road and Canning Highway, Canning Bridge, is a suitable place for such license.

Your Petitioners therefore humbly pray that the Licensing Court may, pursuant to its powers in that behalf, contained in the Licensing Act, 1911 (Consolidated), have authority to grant a new Gallon License within the Fremantle Licensing District for the premises erected on the said land.

And your Petitioners will ever pray, etc.

No. on Petition, No. on Rolls, Signature and Address.

Locality Address—Canning Bridge, Mount Pleasant, Applecross or Como.

1, 7075, Mrs. T. Howells, Beach Road; 2, 12477, Mrs. Rogerson, Beach Road; 3, 12479, Mr. Rogerson, Beach Road; 4, 5816, Mrs. J. M. Groom, Dunvegan Road; 5, 3163, Mrs. H. Cross, Beach Road; 6, 13498, Mrs. H. I. Smith, Beach Road; 7, Sup., Mr. R. J. Larsen, Sixth Avenue, Applecross; 8, Sup., Mrs. H. Larsen, Sixth Avenue, Applecross; 9, 6974, F. S. Hopkins, Clive Street; 10, 6969, A. C. Hopkins, Clive Street; 11, 6970, A. W. Hopkins, Clive Street; 12, 12350, C. Robertson, Clive Street; 13, Sup., Alan Hutcheson, 31 Esplanade; 14, Sup., Mrs. Hutcheson, 31 Esplanade; 15, 2514, Henry Clarke, Esplanade; 16, 10633, G. F. Nicholas, Esplanade; 17, 10637, J. Nicholas, Esplanade; 18, 15519, C. L. Wild, Canning Highway; 19, 12224, G. Richter, Strome Road; 20, 3164, J. C. Cross, Canning Beach Road, Canning Bridge; 21, 12813, E. Saunders, 27 Esplanade, Canning Bridge; 22, Sup., A. F. Ovenenden, View Road, Canning Bridge; 23, 97, May V. Aldous, 22 Esplanade; 24, 96, Chas. Aldous, 22 Esplanade; 25, 16155, A. Zeiderman, 21 Esplanade; 26, 580, A. Baldwin, 20 Esplanade; 27, 1774, M. Buck, View Road; 28, 1776, W. Buck, View Road; 29, 9241, W. J. Marriott, View Road; 30, 9237, M. A. Marriott, View Road; 31, 9230, B. H. Marriott, View Road; 32, 676, F. E. Barrett, 16 Esplanade; 33, 673, D. M. Barrett, 16 Esplanade; 34, 14284, H. James Tear, 18 Esplanade; 35, 14285, R. M. Tear, 18 Esplanade; 36, 14470, A. E. Thurloe, View Road; 37, 10798, J. Ochiltree, View Road; 38, 10796, H. O. Ochiltree, View Road; 39, 9095, E. Mais, Ogilvie Road; 40, 10766, A. E. Oakes, View Road; 41, 4785, A. Forbes, Kintail Road, Canning Bridge; 42, Sup., J. Thompson, Kintail Road, Canning Bridge; 43, 4787, E. J. Forbes, Kintail Road, Canning Bridge; 44, 2083, I. Campbell, Beach Road, Canning Bridge; 45, 2080, E. Campbell, Beach Road, Canning Bridge; 46, 2075, D. Campbell, Beach Road, Canning Bridge; 47, 6307, A. E. Harvey, Beach Road, Canning Bridge; 48, Sup., R. Thompson, 5 Kintail Road; Canning Bridge; 49, Sup., Mrs. Rickard, 12 Kintail Road; Canning Bridge; 50, Sup., Mrs. E. Rickard, 12 Kintail Road; Canning Bridge; 51, 10477, L. D. Murray, Ogilvie Road; 52, 4727, J. R. Fletcher, Cr. Ogilvie Road and Canning Highway; 53, 4729, M. Fletcher, Cr. Ogilvie Road and Canning Highway; 54, 5321, R. I. Gillespie, Ogilvie Road, Canning Bridge; 55, 5322, W. Gillespie, Ogilvie Road, Canning Bridge; 56, 73, H. Ainsworth, Ogilvie Road, Canning Bridge; 57, 76, M. Ainsworth, Ogilvie Road, Canning Bridge; 58, 74, K. Ainsworth, Ogilvie Road, Canning Bridge; 59, 72, E. Ainsworth, Ogilvie Road, Canning Bridge; 60, Sup., J. M. Colleran, Ogilvie Road; Canning Bridge; 61, Sup., J. T. Colleran, Ogilvie Road; 62, Snp., J. P. Colleran, Ogilvie Road; 63, Sup., C. Grant, Ogilvie Road; 64, 2696, K. G. Colleran, Ogilvie Road; 65, Sup., S. Grant, Ogilvie Road; 66, Sup., E. F. Kelly, Ogilvie Road; 67, 7968, M. A. Kelly, Ogilvie Road; 68, 7965, J. Kelly, Ogilvie Road; 69, 12308, A. J. E. Rive, Ogilvie Road; 70, 12310, H. I. Rive, Ogilvie Road; 71, 11239, W. F. Paskett, Ogilvie Road; 72, 12930, W. S. Scott, Ogilvie Road; 73, 12904, E. L. Scott, Ogilvie Road; 74, 4585, K. W. Fildes, Ogilvie Road; 75, 4586, M. E. Fildes, Ogilvie Road; 76, 10050, E. D. Millington, Ogilvie Road; 77, Sup., W. I. Moriarty, Ogilvie Road; 78 14308, U. M. Terry, Ogilvie Road; 79, 10380, H. Muirson, Ogilvie Road; 80, 10379, H. L. Muirson, Ogilvie Road; 81, Sup., Mrs. A. Dearle, Esplanade; 82, Sup., A. Dearle, Esplanade; 83, 2068, S. L. Cameron, Esplanade; 84, 2058, E. M. Cameron, Esplanade; 85, 6283, W. N. Harrison, Kishorn Road; 86, 6281, P. Harrison, Kishorn Road; 87, 4788, M. Forbes, Esplanade; 88, 4789, H. E. Forbes, Esplanade; 89, 11968, C. Rann, Esplanade; 90, 11971, E. Rann, Esplanade; 91, 4134, A. M. Eddy, Kishorn Road; 92, 14471, M. Thurloe, View Road; 93, 5603, Geo. P. Grant, Esplanade; 94, Sup., F. C. Ovenenden, View Road; 95, Sup., J. M. D. Ovenenden, View Road; 96, Sup., K. Ovenenden, View Road; 97, 15520, E. G. Wild, Canning Highway; 98, 2089, K. Campbell, Beach Road; 99, Sup., P. J. McCarthy, Ullapool Road; 100, Sup., D. G. McCarthy, Ullapool Road; 101, Sup., V. R. Grenville, Ullapool Road; 102, Sup., E. P. Grenville, Ullapool Road; 103, Sup., R. J. Curnow, Sleat Road; 104, Sup., C. D. Curnow, Sleat Road; 105, Snp., H. M. Geddes, Kavanagh Street; 106, Sup., A. L. Geddes, Kavanagh Street; 107, 530, B. Baker, Kavanagh Street, 108, 536;

No. on Petition, No. on Rolls, Signature and Address.

Locality Address—Canning Bridge, Mount Pleasant, Applecross or Como.

R. Baker, Kavanagh Street; 109, 375, J. Ashton, Kavanagh Street; 110, Sup., J. Mackenzie, Kavanagh Street; 111, 10116, G. W. Mitchell, Cr. Sleat Road and Canning Highway; 112, 11000, T. Osborne, Kishorn Road; 113, 10988, D. Osborne, Kishorn Road; 114, 10994, J. T. Osborne, Esplanade; 115, 1554, E. Brilliant, Esplanade; 116, 10989, E. Osborne, Esplanade; 117, 10298, Mrs. A. Morrison, Esplanade; 118, 9435, Phyllis K. McAtee, Forbes Road, Applecross; 119, Sup., A. C. Oldham, Sleat Road, Canning Bridge; 120 Sup., M. B. Oldham, Sleat Road; 121, 2409, Z. H. Chester, Sleat Road; 122, 2402, L. Chester, Sleat Road; 123, 10112, B. Mitchell, Sleat Road; 124, 9731, M. E. McLaughlan, Canning Highway; 125, Sup., E. Evans, Canning Highway; 126, 13379, D. Smith, Sleat Road, Canning Bridge; 127, 13464, James Smith, Sleat Road; 128, 1042, A. Bevan, Canning Highway; 129, 11393, C. E. Pederson, Armstrong Road; 130, 2464, M. L. Clampett, Ogilvie Road; 131, 2463, A. V. Clampett, Ogilvie Road; 132, 11237, P. Paskett, Ogilvie Road; 133, 14302, Alfred Terry, Ogilvie Road; 134 14732, G. A. Turnbull, Ogilvie Road; 135, 14734, J. Turnbull, Ogilvie Road; 136, K. F. Moriarty, Ogilvie Road; 137, 8787, O. Loftus, Ogilvie Road; 138, Sup., A. Jardine, Armstrong Road; 139, 4321, K. C. Emmett, Armstrong Road; 140, 4323, N. G. Emmett, Armstrong Road; 141, 1284, A. Book, Kintail Road; 142, 1285, Lily Book, Kintail Road; 143, 6268, V. H. Harris, 43 Tweeddale Road; 144, 6264, R. V. Harris, 42 Tweeddale Road; 145, Sup., C. Taylor, Kintail Road; 146, 2003, A. Byrne, Kintail Road; 147, 2007, H. M. Byrne, Kintail Road; 148, 8151, F. T. King, Fourth Avenue; 149, 8154, Hazel King, Fourth Avenue; 150, 14821, F. J. Utley, Kintail Road; 151, 14820, D. Utley, Kintail Road; 152, 4153, E. C. Edmiston, Tweeddale Road; 153, 4152, A. C. Edmiston, Tweeddale Road; 154, 15442, J. White, 27 Tweeddale Road; 155, 15447, K. St. C. White, 27 Tweeddale Road; 156, 9434, D. McAtee, Forbes Road; 157, Sup., G. M. Moore, 33 Kintail Road, Applecross; 158, Sup., R. P. Moore, 33 Kintail Road, Applecross; 159, 12696, H. T. Ryan, Third Avenue; 160, 12692, F. E. Ryan, Third Avenue; 161, 15197, L. Watson, Kishorn Road; 162, 15194, J. Watson, Kishorn Road; 163, 1405, M. Boyd, Fourth Avenue; 164, 1404, J. Boyd, Fourth Avenue; 165, 9520, H. C. McCullough, Kishorn Road; 166, M. I. McCullough, Kishorn Road; 167, 10758, A. J. Nutt, Kishorn Road; 168, 10759, E. Nutt, Kishorn Road; 169, 2338, R. J. Chamberlain, Kishorn Road; 170, 2334, K. Chamberlain, Kishorn Road; 171, V. A. Pottier, Ullapool Road; 172, A. T. Pottier, Ullapool Road; 173, 6811, N. Hobbs, Armstrong Road; 174, 6815, R. Hobbs, Armstrong Road; 175, 11394, P. A. Pedersen, Armstrong Road; 176, J. Steven, Armstrong Road; 177, 7805, R. Jones, 24 Kintail Road, Canning Bridge; 178, W. P. Spargo, 7 Tweeddale Road, Canning Bridge; 179, 11023, H. Outred, First Avenue, Canning Bridge; 180, 5859, J. Gimbey, 22 Kintail Road, Canning Bridge; 181, 10310, N. D. Morrison, 1 Esplanade; 182, 319, F. Armstrong, First Avenue; 183, 313, M. Armstrong, First Avenue; 184, 11022, G. Outred, First Avenue; 185, 8071, E. Kerr, First Avenue; 186, W. R. Vance, First Avenue; 187, 14832, I. M. Vance, First Avenue; 188, 7726, D. M. Jones, Kishorn Road; 189, 7736, F. W. Jones, Kishorn Road; 190, 5889, C. Guy, Kishorn Road; 191, 15485, W. A. Whitnell, Kishorn Road; 192, 9094, A. Mais, Ogilvie Road; 193, 8228, R. A. Kirkham, Third Avenue, Canning Bridge; 194, 8227, N. J. Kirkham, Third Avenue, Canning Bridge; 195, 7280, N. Hutchinson, Third Avenue; 196, 7288, M. M. Hutchinson, Third Avenue; 197, 1528, A. M. Brice, Canning Highway, Canning Bridge; 198, 1529, T. D. Brice, Canning Highway; 199, 14722, A. J. Tuohy, Canning Highway; 200, 15871, E. Wood, Applecross; 201, 14723, M. W. Tuohy, Canning Highway, Applecross; 202, 1220, J. P. Parsons, Canning Highway; 203, 11223, W. W. Parsons, Canning Highway; 204, 5728, E. N. Gregory, Canning Highway; 205, 5730, Helen Gregory, Canning Highway; 206, Sup., E. Wright, Canning Highway; 207, 16030, I. Wright, Canning Highway; 208, 13828, B. Stephens, Wren Street, Canning Bridge; 209, Sup., F. Oakes, Wren Street, Canning Bridge; 210 Sup., G. C. Oakes, Wren Street, Canning Bridge; 211, 6147, H. B. Hanton, Wren Street; 212, 6146, D. M. Hanton, Wren Street; 213, Sup., E. A. Harris, Kavanagh Street; 214, 11666,

No. on Petition, No. on Rolls, Signature and Address.

Locality Address—Canning Bridge, Mount Pleasant, Applecross or Como.

A. W. Port, Sleat Road; 215, 11667, J. M. Port, Sleat Road; 216, 7910, O. Keating, Sleat Road; 217, 6325, W. E. Harvey, Beach Road, Canning Bridge; 218, 6321, R. E. Harvey, Beach Road, Canning Bridge; 219, 6308, A. M. Harvey, Canning Bridge; 220, 12172, F. J. Richards, Kintail Road; 221, Sup., F. G. Rickard, 12 Kintail Road; 222, 14738, A. E. Turner, 5 Tweeddale Road; 223, 14760, M. E. Turner, 5 Tweeddale Road; 224, 11753, R. J. Preece, 5 Tweeddale Road; 225, 11752, G. Preece, 5 Tweeddale Road; 226, Sup., D. F. Spargo, Tweeddale Road; 227, 5358, B. Gimbey, 22 Kintail Road; 228, 7751, H. Jones, 24 Kintail Road; 229, 9473, J. A. McClean, Kintail Road; 230, 9475, R. McClean, Kintail Road; 231, 3175, A. Crouchley, 32 Kintail Road; 232, 3174, A. Crouchley, 32 Kintail Road; 233, 9043, T. M. Madden, Kintail Road; 234, 9042, A. G. Madden, Kintail Road; 235, 2213, G. H. Carroll, Canning Highway; 236, 2211, D. M. Carroll, Canning Highway, Canning Bridge; 237, 12781, L. Sanderson, Reynolds Road, Mount Pleasant; 238, 12785, W. T. Sanderson, Reynolds Road, Mount Pleasant; 239, 5750, W. P. Grice, Bombard Street, Canning Bridge; 240, 5748, I. M. Grice, Bombard Street, Canning Bridge; 241, 8925, N. I. Lynn, 37 Reynolds Road, Applecross; 242, 8924, J. T. Lynn, 37 Reynolds Road, Applecross; 243, 8926, S. F. Lynn, 37 Reynolds Road, Applecross; 244, 15358, R. M. West, 35 Reynolds Road, Applecross; 245, 15343, A. H. West, 35 Reynolds Road, Applecross; 246, 5893, Mrs. Gwynne, 64 Glenelg Street, Applecross; 247, 5894, Mr. A. Gwynne, 64 Glenelg Street, Applecross; 248, 853, F. L. Beard, 52 Glenelg Street, Applecross; 249, 856, M. C. Beard, 52 Glenelg Street, Applecross; 250, 7767, J. R. Jones, 16 Reynolds Road, Applecross; 251, 7724, D. C. Jones, 16 Reynolds Road, Applecross; 252, 13989, G. Storer, 64 Kintail Road; 253, 13990, S. H. Storer, 63 Kintail Road; 254, Sup., B. Brookes, 68 Kintail Road; 255, 14758, J. Turner, 47 Tweeddale Road; 256, Sup., C. Joyner, 57 Tweeddale Road; 257, Sup., E. Joyner, 57 Tweeddale Road; 258, 38, K. Adams, Strome Road, Applecross; 259, 31, C. Adams, Strome Road, Applecross; 260, 11766, E. L. Preston, Strome Road, Applecross; 261, 14630, D. Treby, Strome Road, Applecross; 262, 13033, V. Sharp, Strome Road, Applecross; 263, 13027, I. Sharp, Strome Road; 264, 14632, T. H. Treby, Strome Road; 265, 11767, F. Preston, Strome Road; 266, Sup., I. J. Wait, Beach Road, Canning Bridge; 267, 14956, C. Wait, Beach Road; 268, 4711, L. M. Fleming, Killilan Road; 269, 4708, G. Fleming, Killilan Road; 270, 12887, W. Schwarzwinger, Killilan Road; 271, 10200, G. H. Moore, Carron Road; 272, 10188, E. V. Moore, Carron Road; 273, 8288, H. Kreitling, Carron Road; 274, 8289, Mary Kreitling, Carron Road; 275, 5280, L. Gilbert, Carron Road; 276, 3411, E. Davidson, Carron Road; 277, 3795, H. V. Donaldson, Carron Road; 278, Sup., W. A. Larkman, Carron Road; 279, 3625, G. Derby, Strome Road; 280, 3629, L. Derby, Strome Road; 281, 11174, P. R. Parker, Strome Road; 282, 11167, J. Parker, Strome Road; 283, Sup., V. Russell, Strome Road; 284, Sup., G. B. Russell, Strome Road; 285, 1301, D. Boston, Strome Road; 286, 1300, A. H. Boston, Strome Road; 287, 6109, V. Hancock, Strome Road; 288, 6107, P. Hancock, Strome Road; 289, 16118, D. Young, Nisbit Road; 290, 16126, J. G. Young, Nisbit Road; 291, 15203, G. H. Watt, Canning Beach Road; 292, 15204, H. Watt, Canning Beach Road; 293, 13498, L. Smith, Beach Road, Canning Bridge; 294, 3463, A. J. Davis, Beach Road, Canning Bridge; 295, 4829, R. Forrest, 76 Leonora Street; 296, 7509, I. Jenkin, 76 Leonora Street; 297, 951, W. H. Bell, 85 Leonora Street; 298, 924, F. Bell, 85 Leonora Street; 299, 4736, W. Bertram Fletcher, 90 Leonora Street, South Como; 300, 2693, S. Colledge, 87 Leonora Street; 301, 3214, A. Cunningham, 12 Manning Road; 302, 3218, E. Cunningham, 12 Manning Road; 303, 9436, R. McAuliffe, 137 Robert Street; 304, 9684, G. J. McKenna, 139 Robert Street; 305, 9682, A. S. McKenna, 139 Robert Street; 306, V. W. Olsen, 143 Robert Street; 307, 11501, K. Petterson, 147 Robert Street; 308, 11500, F. O. Petterson, 147 Robert Street; 309, 3524, R. Dawson, 147 Robert Street; 310, 9878, E. Meister, 151 Robert Street; 311, 9880, K. Meister, 151 Robert Street; 312, Sup., A. E. Bonney, 51 Ullapool Road; 313, Sup., E. O. Bonney, 51 Ullapool Road; 314, 13841, W. G. Stephens, Wren Street; 315, Sup., F. D. Taylor, Kintail Road; 316,

No. on Petition, No. on Rolls, Signature and Address.
Locality Address—Canning Bridge, Mount Pleasant,
Applecross or Como.

12329, E. F. Roberts, Lot 2, Canning Highway; 317,
12340, J. Roberts, Canning Highway; 318, Sup., R. A.
E. Mack, Ogilvie Road; 319, Sup., E. J. Mack,
Ogilvie Road; 320, Sup., C. Borg, Canning River;
321, Sup., H. R. Sutcliffe, 5 Esplanade; 322, 11009,
O. R. Osterberg, Melville Parade; 323, Sup., J.
Osterberg, Melville Parade; 324, 11006, A. Osterberg,
Melville Parade; 325, Sup., M. V. Osterberg,
Melville Parade; 326; 3627, J. Derby, Leonora Street;
327, 1468, H. D. Branson, Leonora Street; 328, 1469,
R. Branson, Leonora Street; 329, 14496, M. Tillett,
Leonora Street; 330, 13997, M. Stott, Leonora Street;
331, Sup., F. Corser, Leonora Street; 332, 13995, E. T.
Stott, Leonora Street; 333, 2939, M. M. Corser,
Leonora Street; 334, 3476, J. Davis, Beach Road,
Canning Bridge; 335, 6179, J. M. Hares, Beach Road,
Canning Bridge; 336, 6180, M. Hares, Beach Road,
Canning Bridge; 337, 6181, W. Hares, Beach Road,
Canning Bridge; 338, Sup., F. E. Dyson, Beach Road,
Canning Bridge; 339, Sup., J. Dyson, Beach Road,
Canning Bridge; 340, Sup., K. N. Glewis, Beach Road,
Canning Bridge; 341, Sup., M. C. Glewis, Beach Road,
Canning Bridge; 342, 4062, C. Dunstan, Beach Road,
Canning Bridge; 343, 4070, M. Dunstan, Beach Road,
Canning Bridge; 344, Sup., C. B. Wratten, Beach Road,
Canning Bridge; 345, Sup., M. F. Wratten, Beach Road,
Canning Bridge; 346, Sup., W. Marwick, Beach Road,
Canning Bridge; 347, 6090, O. N. Hampton, Beach
Road, Canning Bridge; 348, 6087, E. M. Hampton,
Beach Road Canning Bridge; 349, 12413, L. Robinson,
Beach Road; 350, 12429, W. Robinson, Beach Road;
351, Sup., C. Duffner, Beach Road; 352, 5816, J. M.
Groom, Beach Road; 353, Sup., W. A. Bond, Can-
ning Highway, Canning Bridge; 354, 2727, H. F.
Collins, Flannagan Road Applecross; 355, 2736, M.
Collins, Flannagan Road, Applecross; 356, 14400, M.
Thompson, Applecross; 357, 7071, E. Howells, Beach
Road; 358, 12741, J. Salmon, 28 Esplanade; 259, 12363,
W. Robertson, Clive Street; 360, Sup., A. Gartland,
Esplanade; 361, Sup., K. B. Gartland, Esplanade; 362,
14742, D. Turner, 47 Tweedale Road; 363, Sup., M. C.
Parkes, 46 Kintail Road; 364, Sup., M. L. Parkes,
46 Kintail Road; 365, 2698, W. E. Colleran, Ogilvie
Road; 366, 2965, H. A. Colleran, Ogilvie Road; 367,
Sup., D. J. Lovegrove, Kintail Road; 368, Sup., B.
Lovegrove, Kintail Road; 369, 12427, W. Robinson,
Canning Beach Road; 370, 12412, L. W. Robinson,
Canning Beach Road; 371, 7508, C. D. Jenkin, South
Como; 372, 7511, M. Jenkin, South Como; 373, 1259,
L. S. Bond, Canning Highway, Canning Bridge; 374,
8786, H. A. Loftus, Ogilvie Road; 375, 7965, L. John
Kelly, Ogilvie Road; 376, 7435, W. T. Jahn, Reynolds
Road; 377, 7433, H. F. Jahn, Reynolds Road; 378,
15425, E. White Esplanade; 379, 4133, A. Eddy,
Kishorn Road; 380, 2074, D. Campbell, Esplanade; 381,
2092, M. Campbell, Esplanade; 382, Sup., J. G. Willis,
View Road; 383, Sup., E. Willis, View Road; 384,
12821, R. E. Saunders, Esplanade; 385, 12149, J. H.
Reynolds, Ogilvie Road; 386, 12146, D. Reynolds,
Ogilvie Road; 387, 12192, E. Richardson, Kavanagh
Street; 388, 377, M. Ashton, Kavanagh Street; 389,
12443, R. Rodd, Carron Road; 390, 12887, A. Schwar-
zinger, Killilan Road; 391, 11324, E. Payne, Killilan
Road; 392, 11322, D. Payne, Killilan Road; 393,
15675, J. Willis, 2 Manning Road; 394, Sup., V. G.
Wild, Canning Highway; 395, 3719, M. V. Dillon,
90 Leonora Street, South Como; 396, 1585, J.
Brookes, 68 Kintail Road, Applecross; 397, 15577, B.
L. Williams, Killilan Road, Canning Bridge; 398,
9437, M. L. McAnuliffe, 137 Robert Street, South Como;
399, Sup., Thos. S. Tierney, Kishorn Road, Canning
Bridge; 400, Sup., E. Tierney, Kishorn Road, Canning
Bridge; 401, Sup., W. N. Kent, Kishorn Road, Can-
ning Bridge; 402, Sup., E. J. Kent, Kishorn Road,
Canning Bridge; 403, 8684, D. Lindley, Rookwood
Street, Canning Bridge; 404, 11236, D. Paskett, Ogilvie
Road, Canning Bridge; 405, 6181, W. I. Hares, Beach
Road, Canning Bridge; 406, 9018, D. B. McMaster,
145 Robert Street, South Como; 407, 9019, V. Mc-
Master, 145 Robert Street, South Como; 408, Sup.,

No. on Petition, No. on Rolls, Signature and Address.
Locality Address—Canning Bridge, Mount Pleasant,
Applecross or Como.

Robert H. Welch, 480 Canning Highway, Canning
Bridge; 409, Sup., Ruby D. Welch, 480 Canning High-
way, South Como.

Witness to signatures 1-352 and 354-409—

W. A. Bond.

Witness to signature 353—

L. Bond.

RICHARD S. HAYNES & CO.,
of 66 St. George's Terrace, Perth,
Solicitors for the Petitioners.

THE HEALTH ACT, 1911-1948.

Department of Public Health,
Perth, 13th July, 1949.

P.H.D. 966/49.

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

(1) Constitute all that land within the boundaries
of the Mandurah Road District to be a Health District
under the provisions of the Health Act, 1911-1948, to
be known as the Mandurah Health District and to issue
an Order in Council accordingly.

(2) Direct that the Mandurah Road Board shall be
the Local Health Authority for the said District.

C. E. COOK,
Commissioner of Public Health.

THE HEALTH ACT, 1911-1948.

The City of Perth.

Health By-laws—Eating Houses.
(Amendment.)

P.H.D. 611/48.

WHEREAS under the provisions of the Health Act,
1911-1948, a local authority may make by-laws and may
amend, repeal, or alter any by-laws so made: Now,
therefore, the Council of the City of Perth, being a
local authority, doth hereby order that the by-laws
relating to eating houses published in the *Government
Gazette* on the 9th January, 1948, be amended as fol-
lows:—

The clause numbered "16" which commences "No
proprietor of any dining room shall," is re-numbered
"16A."

Passed by the Council of the City of Perth at the
ordinary meeting of the Council held on the 9th day
of May, 1949.

[L.S.]

J. TOTTERDELL,
Lord Mayor.

W. McI. GREEN,
Town Clerk.

Approved by His Excellency the Governor in Execu-
tive Council, 13th July, 1949.

R. H. DOIG,
Clerk of the Council.

THE HEALTH ACT, 1911-48.

Resolution.

P.H.D. 2747/23.

WHEREAS under the provisions of section 334 of the
Health Act, 1911-48, the Governor may cause to be
prepared Model By-laws, for all or any of the purposes
for which by-laws may be made, by a local authority
under any of the provisions of the Act, and whereas
a local authority may of its own motion by resolution
adopt the whole or any portion of such by-laws with or
without modification; And whereas Model By-laws de-
scribed as Series A have been prepared in accordance
with the said section and published in the *Government
Gazette* on the 8th day of April, 1927, and amended by
notice published in the *Government Gazette* from time
to time thereafter; And whereas the said Model By-
laws have been reprinted with amendments and pub-
lished in the *Government Gazette* of the 4th December,
1944; Now, therefore, the Beverley Road Board being

a local health authority within the meaning of the Act doth hereby resolve and determine that the said Model By-laws as reprinted in the *Government Gazette* of the 4th December, 1944, shall be adopted without modification, together with the amendments thereto published in the *Government Gazette* of the 26th January, 1945, 30th November, 1945; 20th December, 1946; and 24th October, 1947, and doth hereby make the following By-law to stand as by-law 8 in section "C" of Part IX of the said By-laws:—

Part IX, Section "C" Piggeries—By-law No. 8.

The keeping of pigs within the area defined in the Schedule hereto is prohibited.

Schedule.

Beverley Road Board.

Prohibited Area for Keeping Pigs.

All that portion of land bounded by lines starting from the Western corner of Avon Location 1818 and extending North-Easterly (crossing the Great Southern Railway) along its North-Western boundary, and the South-Eastern boundary of Avondale Estate Lot 17 ("A" Class Reserve 14144) and onwards to the right bank of the Avon River; thence South-Easterly (upwards along that bank) to the South-Eastern boundary of location L; thence North-Easterly along that boundary to the South-Western side of Hamersley Street; thence South-Easterly along that side to the North-Western side of Burt Street; thence South-South-West-erly along that side to the prolongation North-Westerly of the South-Western side of Richardson Street; thence South-Easterly to and along that side to the South-Eastern side of Chipper Street; thence South-Westerly along that side and along the North-Western boundaries of reserve 231, location 21286 (reserve 15945), reserve 19946, location 79, and, crossing the Avon River and Great Southern Railway, to and along the South-Eastern boundary of location 1217, to the Eastern side of the Great Southern Highway, thence generally Northerly along that side to a point in prolongation South-Easterly of the South-Western boundary of location 312; thence North-Westerly to and along that boundary; thence South-Westerly, North-Westerly and North-Easterly along boundaries of location 452 to the Southern corner of location 423; thence North-Westerly and North-Easterly along boundaries of the latter location to its Northern corner; thence North-Westerly crossing the Great Southern Highway, to the Southern corner of location 1818 aforesaid; and thence North-Westerly along its South-Western boundary to the starting point.

Passed at a meeting of the Beverley Local Health Authority this 14th day of April, 1949.

L. W. DONCON, Chairman.

ROUB. DUFFIELD, Secretary.

Approved by His Excellency the Governor in Executive Council, 13th July, 1949.

R. H. DOIG,
Clerk of the Council.

HEALTH ACT, 1911-1944.

Second Reprint as amended by Nos. 22, 70 and 71 of 1948.

P.H.D. 980/30.

THE following appointment made by the undermentioned local health authority is hereby approved:—

Perth Road Board—T. R. Reason to be Assistant Health Inspector *vice* J. E. Adamson, retired.

C. E. COOK,
Commissioner of Public Health.

HEALTH ACT, 1911-1948.

Kalgoorlie Road Board.

P.H.D. 206/45.

WHEREAS under the provisions of the Health Act, 1911-1948, a local authority may make or adopt by-laws and may amend, repeal or alter any by-laws so made or adopted; Now, therefore, the Kalgoorlie Road Board being a local health authority, and having adopted the Model By-laws described as Series "A" and published in the *Government Gazette* on the 4th December, 1944,

hereby make the following scale of fees as applied to Schedule "D" of Part IX of the said adopted By-laws:—

In Respect of and Per Annum.
Fish Curing Establishments—£2.
Slaughter Houses—£2.
Fellmongeries—£2.
Chemical Works—£2.
Cleaning Establishments and Dye Works—£1.
Soap and Candle Works—£2.
Bone Mills—£2.
Manure Works—£2.
Wool Scouring Establishments—£2.
Flock Factories—£2.
Piggeries—£2.
Any other Trade not specified—10s.

Passed at a meeting of the Kalgoorlie Road Board this 11th day of March, 1949.

A. CRUICKSHANK, Chairman.

A. L. SCOTT, Secretary.

Approved by His Excellency the Governor in Executive Council, 13th July, 1949.

R. H. DOIG,
Clerk of the Council.

THE HEALTH ACT, 1911-1944.

(Second Reprint as Amended by Nos. 22, 70 and 71 of 1948.)

Geraldton Road Board.

Notice of Plans and Specifications of Proposed Sanitary Site on Victoria Location 8173.

IT is hereby notified that the application and general plan and description of the proposed Sanitary Site to be situated on Victoria Location 8173 have been forwarded to the Commissioner for Public Health.

Copies of the general plan and description of the proposed Sanitary Site may be inspected at the Office of the Geraldton Road Board, Geraldton, during the hours of 9 a.m. to 12 noon and 2 p.m. to 4 p.m. on week days, excepting Saturdays.

Dated the 8th day of July, 1949.

D. C. FIELD,
Secretary.

Department of Native Affairs,
Perth, 14th July, 1949.

THE Hon. Minister for Native Affairs has approved of the issue of Certificate of Exemption from the provisions of the Native Administration Act, 1905-1947, to Daphne Ellen Jones of Tuart Hill. The Certificate is numbered A557 and dated 1st July, 1949.

S. G. MIDDLETON,
Commissioner of Native Affairs.

NATIVE ADMINISTRATION ACT, 1905-1947.

Regulation 134.

Department of Native Affairs,
Perth, 15th July, 1949.

D.N.A. 164/49.

PURSUANT to Native Administration Regulation 134, it is hereby notified for general information that the Hon. Minister controlling the Department of Native Affairs has issued the authority required by the said regulation for the establishment by the Australian Aborigines' Evangelical Mission of a Native Mission at Madura Station, South of Trans-Line, W.A., to be known as the Madura Mission Station.

S. G. MIDDLETON,
Commissioner of Native Affairs.

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:—

PINJARRA.

27th July, 1949, at 11 a.m., at the Court House—

†Pinjarra—*†129, 5a. 3r. 9p., £12.

COLLIE.

3rd August, 1949, at 11 a.m., at the Court House—

‡Collie—Town 603, 1r. 32p., £15; Town 1397, 1r., £20; Town 1399, 1r., £20.

KATANING.

4th August, 1949, at 11 a.m., at the Government Land Agency—

‡Katanning—Town 725, 1r., £12; Town 726, 1r., £10; Town 727, 1r., £10; Town 728, 1r., £10; Town 676, 37.5p., £10; Town 677, 1r., £10.

ESPERANCE.

10th August, 1949, at 2 p.m., at the Court House—

‡Esperance—Town 259, 3r. 24p., £15.

GERALDTON.

10th August, 1949, at 3.15 p.m., at the Rural and Industries Bank—

‡Carnamah—Town 9, 1r., £15; Town 10, 1r., £12.

NORTHAM.

11th August, 1949, at 11.30 a.m., at the Court House—

‡Clackline—*¶90, 6a. 1r. 38p., £10; *¶91, 5a. 1r. 6p., £10; *¶92, 3a. 1r. 1p., £8.

‡Ejanding—Town 22, 1r., £15.

PERTH.

12th August, 1949, at 11 a.m., at the Department of Lands and Surveys—

‡Carmel—Town 72, 1r. 3.3p., £25.

‡Chidlow—Town 168, 2r. 14p., £15.

‡Greenmount—*¶108, 19a. 3r. 38p., £60.

‡Kelmescott—*¶79, 11a. 0r. 11p., £40.

‡Walliston—Town 42, 2r. 2.7p., £23.

* Suburban for cultivation.

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

‡ Subject to truncation of corner, if necessary.

¶ All marketable timber is reserved to the Crown.

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

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

H. E. SMITH,

Under Secretary for Lands.

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 July, 1949.

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

Wyalkatchem; 48; 3695/153; £45; £50; Bloomfield, J. S.

Albany; 324 and 553; 5808/153 and 5807/153; £20 each; £30 each; Chandler, R. T.

Merredin; 284, 391 and 574; 3452/153, 4455/153 and 5727/153; £30, £50 and £20 respectively; £30, £60 and £25 respectively; Sagar, B. A. H., Holmsen, J. A. and Waud, G. N., respectively.

Quairading; 120, 127, 136 and 137; 4816/153, 5029/153, 1604/153e and 1616/153e; £15, £12, £50 and £50 respectively; £25, £30, £50 and £50 respectively; Collins, D. E., Bryant, W., Haythornthwaite, J. P., and Walker, J. C., respectively.

H. E. SMITH,

Under Secretary for Lands.

State Housing Commission,

Perth, 12th July, 1949.

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

1. S.H.C. 6087/49.—Ross Wallace Brownlie—Chairman of Commissioners of the State Housing Commission, for a period from 1/7/1949 to 17/2/1954, under section 9 subsection (4) of the State Housing Act, 1946-1947.

2. S.H.C. 6035/49.—Ralph James Stoddart—of 32 Agett Road, Claremont, as the appointee from amongst the discharged member of the Forces, as a member of the State Housing Commission, from 1/7/1949 vice William James Hunt, resigned.

R. J. BOND,

Secretary State Housing Commission.

FORFEITURES.

THE undermentioned Leases have been cancelled under section 23 of the Land Act, 1933-1948, owing to non-payment of rent or other reasons.

Name, Lease, District, Reasons, Corr., Plan.

Chamberlain, J. W.; 68/2393; Ninghan 3047; £46 Cs.; 1230/30; 66/80, DE1.

Collins, M.; 347/3883; Avon 27071; conditions; 358/45; 34/80, C1.

Dolan, E.; 347/4711; Williams 11759; abandoned; 734/47; 378D/40, C3.

Hagarty, J.; 9173/74; Avon 10518; conditions; 3560/07; 31D/40, C3.

Hunter, W. M. T.; P469; Plantagenet 5126; abandoned; 5789/47; 452C & D/40, C & D4.

Sinapius, A. S., and Harman, R.; 347/3615; Victoria 4145; abandoned; 975/43; 123/80, E3.

Sinapius, A. S., and Harman, R.; 347/3614; Victoria 4072; abandoned; 954/43; 123/80, DE3 & 4.

H. E. SMITH,

Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,

Perth, 13th July, 1949.

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

1423/49.

WONNERUP.—No. 22952 (Recreation and Camping), lot Nos. 72 to 77 inclusive and 79 to 83 inclusive (11a. 3r. 17p.). (Plan Wonnerup Townsite.)

869/21.

PLANTAGENET.—No. 22953 (Drain), loc. No. 5218 (2a. 2r. 37p.). (Diagram 61704, Plan 451/80 D1.)

3977/48.

AVON (near Pingelly).—No. 22955 (Sanitary Site), all that portion of land bounded by lines starting from a point on the Northern boundary of location 3630 situate 15 chains West of its North-Eastern corner, and extending Westerly 10 chains; thence Northerly 14 chains; thence Easterly 10 chains; thence Southerly to the starting point (about 14a.). (Plan 378A/40 B2.)

H. E. SMITH,

Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE.

12458 (Mooliabeenee).

Department of Lands and Surveys,

Perth, 13th July, 1949.

Corres. 8355/09.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1948, of the purpose of reserve 12458 being changed from "Schoolsite" to "Recreation." (Plan 31/80 D4.)

H. E. SMITH,

Under Secretary for Lands.

THE PARKS AND RESERVES ACT, 1895.

Appointment of President.
Kings Park Road.

Department of Lands and Surveys,
Perth, 13th July, 1949.

Corres. No. 1521/90, Vol. 5.

HIS Excellency the Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, Sir John Patrick Dwyer as President of the Kings Park Board.

H. E. SMITH,
Under Secretary for Lands.

CANCELLATION AND AMENDMENT OF RESERVES.

17118 (Wonnerup), 19037 and 19291 (Onslow), 9593 (Pingelly), 14073 (Wooroloo), 14332 (Chidlow).

Department of Lands and Surveys,
Perth, 13th July, 1949.

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

Corres. 1423/49.—Of the cancellation of reserve 17118 (Wonnerup Lot 72) "Excepted from Sale." (Plan Wonnerup Townsite.)

Corres. 496/23.—(a) The cancellation of reserve 19037 (Police—Horse and Camel Paddock); (b) the boundaries of reserve 19291 (Common) being amended by the inclusion of the land comprised in cancelled reserve 19037, and of the area being increased to about 14,235 acres accordingly. (Plan 95/300.)

Corres. 3977/48.—Of the boundaries of reserve 9593 (Common) being amended by the excision of all that portion, containing about 14 acres, bounded by lines starting from a point on the Northern boundary of location 3630 situate 15 chains West of its North-Eastern corner and extending Westerly 10 chains, thence Northerly 14 chains, thence Easterly 10 chains, thence Southerly to the starting point. (Plan 378A/40 B2.)

Corres. 5887/10, Vol. 3.—Of the boundaries of reserve 14073 "Public Hospital known as Wooroloo Sanatorium" being amended by the addition of Avon Location 22661, and of the area being increased to about 4,220 acres accordingly. (Plan 2A/40 A2.)

Corres. 5848/96.—Of the boundaries of reserve 14332 (Chidlow Lot 296—Schoolsite) being amended by the addition of Chidlow Lot 326, and of the area being increased to about 6 acres 2 roods accordingly. (Plan Chidlow Townsite.)

H. E. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1937-1948.

Prohibited Periods.

Department of Lands and Surveys,
Perth, 19th July, 1949.

Corres. No. 270/38, Vol. 4.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to declare, under section 9 (1) of the Bush Fires Act, 1937-1948, that it shall be unlawful to set fire to the Bush in the following Road Districts during the period mentioned:—

Carnarvon Municipality, Gascoyne-Minilya Road District, Meekatharra Road District, and Upper Gascoyne Road District—1st August, 1949, to the 30th April, 1950, inclusive.

H. E. SMITH,
Under Secretary for Lands.

TOWNSITE OF KELLERBERRIN.

Amendment of Boundaries.

Department of Lands and Surveys,
Perth, 13th July, 1949.

Corr. 6872/07, Vol. 2.

HIS Excellency the Governor in Executive Council has been pleased to approve under section 10 of the Land Act, 1933-1948, of the boundaries of the Townsite of Kellerberrin being amended by the inclusion of the following area:—

All that portion of land bounded by lines starting at the North-Western corner of Kellerberrin Lot 1 and extending Southward along the Eastern alignment of

Scott Street to the South-Western corner of lot 104; thence West to the Western boundary of Avon Location 3638; thence Northward along the said Western boundary and onwards to the Southern side of road No. 4447; thence Eastward, Southward and again Eastward along existing townsite boundaries to the starting point.

(Plans Kellerberrin Townsite and 25/80 B3.)

H. E. SMITH,
Under Secretary for Lands.

LAND ACT, 1933-1946, WAR SERVICE LAND SETTLEMENT AGREEMENT ACT, 1945.

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

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

Schedule.

Farm No.	District.	Location or Lot No.	Approx. Area subject to Survey.	Plan.
A12c	Williams	13908, formerly 5754, 5755, 8547, 8092, 9086, portion 8878, portion 9080	2437	409D/40
A45a	Avon	3454, 6249, 6250, 6251, 9135	2807	2C/40D-4
A45b	Avon	3403, 3404, 5912, 6025, 6027, 13220, 13334, and portion 6026	3361	2C/40D-4
A82	Williams	2687, 2689, 2690, 2691, 2693, 2694, 2695, 9754, 10838, 10839, 10840, 12364	2043	385D/40 B-4
A92a	Kojonup	7631, 7813, portion 7491	2070	437D/40
A92b	Kojonup	7510, 8495, portion 7491	2048	437D/40
A98a	Kojonup	4729, 4730, 4731, 4806, 5830, 5831, portion 4732	1696	415B/40 415C/40
A98b	Kojonup	4720, 4733, 4743, 4744, 4745, and portion 4732	1787	415B/40 415C/40
A135d	Melbourne	Portion of each of Melbourne Locations 920 and 934, being part of Lot M725	3424	58/80D-2
A135e	Melbourne	Melbourne Locations 223 and 376, and portion of each of Melbourne Locations 920 and 934, being part Lot M725	2524	58/80D-2
A135f	Melbourne	Melbourne Locations 85 and 422, and portion of each of Melbourne Locations 920 and 934, being part Lot M725	2483	58/80D-2
A300b	Kojonup	Locations 1231, 1562, 1566 and portion 2581, portion 3215, portion 3882, portion 4524	2102	437B/40 F-1
A136b	Melbourne	Location 3513, formerly portion Melbourne Location 917, portion 921, being Lot M406 and part Lot M402	3193	58/80E-2
A140	Williams	Locations 306, 2011, 3782, 3783, 3784, 10448, portion 3781, portion 3793	2154	409A/40 409D/40
A670	Nelson	Locations 1588, 1590, 1826, 1827, 1862, 2125, 2126, 2210, 6122, 7142, 7453, 9253	2095	438B/40

LAND SALES CONTROL.

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

Corres. 5202/48.

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

Dated this 11th day of July, 1949.

H. E. SMITH,
Under Secretary for Lands.

The Schedule.

Land and Certificate of Title.

Portions of Swan Location 5 and being lots 37 and 38 on Plan 4460; Vol. 1071, Fol. 545.

LAND ACT, 1933-1948.

Change of Names of Streets in the Bassendean Road District.

Department of Lands and Surveys,
Perth, 13th July, 1949.

Corres. 1002/41.

IT is hereby notified for general information that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1948, of the names of Fourth Street and Fifth Street, as shown on Land Titles Office Plan 6084, being changed to "Jackson Street" and "Wood Street" respectively; and such streets shall hereafter be known and distinguished as Jackson Street and Wood Street accordingly. (Plan 1D/20 N.E.)

H. E. SMITH,
Under Secretary for Lands.

LAND ACT, 1933-1948.

Notice of Intention to Grant a Lease under Section 116.

Department of Lands and Surveys,
Perth, 5th July, 1949.

Corres. 3925/47.

IT is hereby notified that an application has been received from Hector Austin Parker for a lease of Yilgarn Location 1107 and that portion of Yilgarn Location 1108 situated Southward of the prolongation Westward of the Northern boundary of location 447, and it is proposed to grant such lease for a term expiring on the 31st December, 1967, for cropping and grazing purposes.

H. E. SMITH,
Under Secretary for Lands.

NAMING OF STREETS IN THE MORAWA TOWNSITE.

Department of Lands and Surveys,
Perth, 13th July, 1949.

Corres. 1826/49.

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

H. E. SMITH,
Under Secretary for Lands.

Schedule.

Position and Name.

Part of road No. 8123 from the Westernmost corner of Morawa Lot 100 to Winfield Street; Caulfield Road.
The road along the North-Western boundaries of lots 95, 98 and 100 from Prater Street to road No. 8123; Croot Street.

The road along the Eastern boundaries of lots 95, 96 and 97; Gill Street.

Part of road No. 8123 from Solomon Street eastwards to Victoria Location 3931; Stokes Road.

The road along the Northern boundaries of lots 54 and 62; White Avenue.

(Plan Morawa Townsite.)

CEMETERIES ACT, 1897-1946.

Appointment of Trustee to Control and Manage the Goomalling Cemetery.

Department of Lands and Surveys,
Perth, 13th July, 1949.

Corres. 10565/04, Vol. 2.

HIS Excellency the Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, Albert Turner Plaisted as a Trustee of the Goomalling Cemetery, *vice* Albert Smith (resigned).

H. E. SMITH,
Under Secretary for Lands.

CEMETERIES ACT, 1897-1946.

Appointment of Trustees—South Caroling Cemetery.

Department of Lands and Surveys,
Perth, 13th July, 1949.

Corr. 4122/19.

HIS Excellency the Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, Arthur Rowlet Ward and William Francis Andrews as trustees of the South Caroling Public Cemetery (reserve 17263), *vice* H. James (resigned), J. A. Jones (deceased) and Ernest Edward Simpson (left district).

H. E. SMITH,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 13th July, 1949.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale under the conditions specified, by public auction, as provided by the Land Act, 1933-48, at the following upset prices:—
Applications to be lodged at Perth.

1938/18.

BRUCE ROCK—Town 145, £30.

17742/10.

BULLFINCH—Town 93 and 95, £12 10s. each.

2383/16.

COLLIE-CARDIFF—Suburban for Cultivation, 299, £15.

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

H. E. SMITH,
Under Secretary for Lands.

LOT OPEN FOR LEASING.

Department of Lands and Surveys,
Perth, 19th July, 1949.

Corres. 9343/03.

IT is notified for general information that Hannans Sub. Area Lot F3 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 10th August, 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 twelve 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 the lease.

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

(Plan Kalgoorlie Sheet 2.)

H. E. SMITH,
Under Secretary for Lands.

TENDERS FOR LEASING RESERVE.

19685 and Adjoining Crown Land at Lake Wallambin.

Department of Lands and Surveys,
Perth, 12th July, 1949.

Corres. 5180/27.

TENDERS are invited for the leasing of portion of reserve 19685 and adjoining Crown land, containing about 7,000 acres, as described hereunder, under sections 32 and 116 of the Land Act, 1933-1948, for grazing purposes for a period of five years at a minimum rental of £1 per thousand acres per annum, subject to the condition that no compensation will be paid for any improvements effected and existing at the expiration or earlier determination of the lease.

Tenders will be received up to 3 p.m. on Wednesday, 3rd August, 1949, and must be addressed to the Under Secretary for Lands, Department of Lands and Surveys, Perth, and bear the endorsement "Tenders for Leasing Reserve 19685 and adjoining Crown land."

The highest or any tender will not necessarily be accepted.

H. E. SMITH,
Under Secretary for Lands.

Schedule.

All that portion of land bounded on the Westward by a line extending from the North-Eastern corner of Avon Location 11559 to the South-Eastern corner of location 14580, and by the Eastern boundary of location 14580, the Southern and Eastern boundaries of location 18487 and the prolongation Northward of the last-mentioned boundary, on the Northward by a surveyed road extending to and along the Southern boundaries of location 14292 and the South-Western boundaries of location 15680, on the Eastward by boundaries of locations 24271, 14573, 14571, 14572, the surveyed road along the Western boundary of location 15661, and by boundaries of locations 15660 and 15664, and on the Southward by boundaries of locations 15664, 20432 and 20611. (excluding road No. 8648). (Plan 55/80, A4.)

LAND OPEN FOR PASTORAL LEASING.

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

WEDNESDAY, 24th AUGUST, 1949.

Eastern Division—Yilgarn and Ularring Districts.

Corres. No. 1973/24. (Plans 24 and 35/300.)

IT is hereby notified, for general information, that the land contained within late Pastoral Lease 3266/97, formerly held by the Lake Barlee Pastoral Company and comprising an area of about 488,028 acres, will be re-available for pastoral leasing as from Wednesday, 24th August, 1949; subject to payment for improvements.

WEDNESDAY, 21st SEPTEMBER, 1949.

North-West Division—Peawah and Forrest Districts.

Corres. No. 1339/16. (Plans 97 and 110/300.)

IT is hereby notified for general information that the land contained within late Pastoral Lease 394/677, formerly held by J. Stanley and known as "Yandeyarra Station," comprising an area of 426,948 acres, will be re-available for Pastoral Leasing as from Wednesday, 21st September, 1949; subject to payment for improvements.

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, 1933-1939, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Local Land Office for the district in which the land is situated 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 SCHEDULE.

WEDNESDAY, 27th JULY, 1949.

PERTH LAND AGENCY.

Avon District (near Popanyinning).

Corr. No. 3701/12. (Plan 378D/40, B3.)

Location 6085, containing 314a. 1r. 35p.; classification page 5 of 3701/12; subject to pricing and timber conditions; exempt from road rates for two years from date of approval of application; being J. L. Davidson's forfeited leases 31698/55, 18326/74 and 1561/57.

Cockburn Sound District (1 mile south of Jandakot).

Corr. No. 2328/38. (Plan 341A/40, B1.)

Location 761, containing 18a. 1r. 6p., at £3 per acre (including survey fee); subject to exemption from road rates for two years from date of approval of application.

Fitzgerald District (about 4 miles East of Red Lake).

Corr. No. 5589/48. (Plan 392/80, D4.)

Locations 66 and 68, containing 807a. 2r. 1p.; classification page 12 of 4688/24; also locations 64 and 736, containing 1,000a.; classification page 9 of 5502/22; subject to payment for improvements, if any; priced at 1s. 6d. per acre if selected in conjunction with locations 135, 140 and 893; being T. H. Love's and A. E. Chamberlain's forfeited leases 41154/55 and 39880/55.

Gascoyne District (near Carnarvon).

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

Location 121 containing 30a. at £1 5s. per acre; the lessee shall—(a) expend on prescribed improvements an amount equal to 1/10th of the purchase money in every year of the first ten years of the term of the lease provided that a maximum expenditure on improvements of £1 per acre only will be required where the price of the land exceeds £1 per acre, and shall fence in at least one-half of the land within the first five years and the whole of the land during the said period of ten years; (b) pay for any existing improvements at the Minister's valuation. The Crown accepts no responsibility in regard to water supply on any of the locations; being the cancelled applications of J. M. Scott and C. Richards.

Ninghan District (near Kirwan).

Corr. No. 1933/49. (Plan 65/80, C4.)

Locations 2694 and 3793, excluding that portion of said location 3793 made available by notice in the *Gazette* of 11th March, 1949, and containing about 100 acres, containing about 1,007 acres; subject to survey, pricing and to payment for improvements if any; being W. L. Broadhurst's forfeited lease 25988/74 and the balance of location 3793.

Plantagenet District (near Redmond).

Corr. No. 5265/47. (Plan 451D/40, B3.)

Location 3926, containing 353a. 2r. 3p., at 5s. per acre; classification page 3 of 5265/47; subject to timber conditions and exempt from road board rates for two years from date of approval of application; portion being J. Mackenzie's cancelled application and cancelling the previous *Gazette* notice concerning the remainder.

Sussex District (about 7 miles South of Vasse).

Corr. No. 4649/30. (Plan 413C/40, D4.)

Locations 2697 and 2698, containing 274a. 1r. 37p., at 8s. 6d. per acre; classification page 25 of 4649/30; subject to exemption from road board rates for two years from date of approval of application, to timber conditions and to the special conditions governing the selection of land in this district. This cancels the previous *Gazette* notice concerning these locations.

Victoria District (about 3 mile South-East of Latham).

Corr. No. 2106/37. (Plan 96/80, B3.)

Location 8112, containing 2,742a. 1r. 39p., at 3s. per acre; classification page 36 in 2106/37; subject to payment for improvements and exempt from road board rates for two years from date of approval of application; being F. H. T. Poett and S. G. Forte's cancelled applications.

H. E. SMITH,
Under Secretary for Lands.

WEDNESDAY, 3rd AUGUST, 1949.

PERTH LAND AGENCY.

Avon District (about 17 miles North of Kellerberrin).

Corr. No. 445/38. (Plans 25/80, B1, 34/80, B4.)

Locations 18369 and 19994, containing 1,000a. and 472a. 1r. 28p., respectively, at 8s. 6d. and 8s. per acre, respectively; classifications pages 55 of 5018/23 and 21 of 445/38, respectively; subject to a cropping lease which expires on 28th February, 1950; location 18369 is subject to Rural and Industries Bank indebtedness and location 19994 is subject to exemption from road rates for two years from date of approval of application; being A. E. Kirkman's cancelled application.

Avon District (8 miles East of Wadderin).

Open under Part V., Sec. 53.

Corr. 4251/22. (Plan 5/80, D3.)

Location 24711, containing 1a., at 10s.; available to adjoining holders only.

Plantagenet District (near Redmond).

Corr. No. 563/08. (Plan 451D/40, B3.)

The Crown land, containing about 120 acres, bounded on the Westward by road No. 7420 and location 2970, on the Northward by Redmond Townsite, on the Eastward by a one-chain road along the Western side of the Great Southern Railway Reserve, and on the Southward by locations 3426 and 1094, at 6s. 6d. per acre (excluding survey fee); subject to survey and the provision of necessary roads.

Plantagenet District (at Redmond).

Corr. No. 5705/13. (Plan 451D/40, B3.)

The Crown land, containing about 100 acres, bounded by lines starting at a point on the Northern boundary of location 2034, situate about 15 chains West of the North-East corner of the said location and extending West along its Northern boundary to its North-West corner; thence Northwards to the South-West corner of Redmond Lot 11; thence East to the South-East corner of lot 11; thence North about 5 chains 30 links along the Eastern boundary of lot 11; thence East about 15 chains; thence about 340 deg. to the Southern side of a one-chain road along the Southern boundary of location 956; thence Eastwards along the Southern side of the one-chain road along the Southern boundaries of locations 956 and 3704 to a point in prolongation North of the starting point; thence

South along the said prolongation to the starting point; at 7s. 6d. per acre (excluding survey fee); subject to survey and the provision of any necessary roads; available to adjoining holders only.

WEDNESDAY, 10th AUGUST, 1949.

Avon District (about 6 miles North-West of West Toodyay).

Corr. No. 14140/08. (Plan 27A/40 A2.)

Location 10159, containing 144a. 2r. 35p., at 5s. 6d. per acre; classification page 5 of 14140/08; subject to poison and timber conditions and exemption from road rates for two years from date of approval of application; being J. A. Lloyd's forfeited lease 7067/56.

Avon District (about 8 miles North of Mooterdine).

Corr. No. 1058/09. (Plans 379B/40 F2, 379C/40 F3.)

Locations 13919, 6300 and 5031, containing 684a. 3r. 7p., 300a. 1r. 3p., 199a. 1r. 2p., respectively, at 3s. 3d. per acre; classification page 14 of 1058/09; subject to payment for improvements. The previous *Gazette* notice concerning these locations is hereby cancelled.

Avon District (about 4 miles North of Nungarin).

Corr. No. 15784/10. (Plan 34/80 E2.)

Location 14184, containing 184a. 2r.; subject to classification and pricing and to exemption from road rates for two years from date of approval of application; being C. W. & H. J. Le Vaux's cancelled lease 28423/55.

Avon District (about 10 miles North of Doodlakine).

Corr. No. 509/36. (Plan 25/80 C1 and 2.)

Locations 25051 and 18419, containing 846a. 3r. 8p. and 239a. 3r. 31p., respectively; classification page 22 of 509/36; subject to pricing and payment for improvements, if any; being surrendered portion of C. P. Johnson's 347/1071.

Hay District (about 9 miles West of Redmond).

Corr. No. 5558/10. (Plan 452C/40 F3.)

Locations 761 and 77, containing 42a. 1r. 30p. and 100a., respectively; subject to classification and pricing, payment for improvements, if any, and exemption from road rates for two years from date of approval of application.

Jilbadji District (about 4 miles South-East of Moorine Rock).

Corr. No. 2237/49. (Plans 36/80 CD4, 23/80 D1.)

Location 216, containing 1,572a. 0r. 20p., at 1s. 9d. per acre; classification page 29 of 5000/22; subject to Rural and Industries Bank indebtedness and to mining conditions; being C. S. Whitehurst's cancelled application.

Melbourne District (near Gillingarra).

Corr. No. 2981/49. (Plans 31/80 CD1 and 58/80 CD4.)

The Crown land, containing about 3,200 acres, bounded by lines starting at the North-West corner of location 2492 and extending generally Southwards along boundaries of locations 2492, 1275, 1395 and 3104 to the South-West corner of the last mentioned location, thence West about 170 chains, thence North about 170 chains, thence East to the starting point (including Location 3372); subject to survey, classification and pricing.

Plantagenet District (about 8 miles East of Cranbrook.)

Corr. No. 4691/48. (Plan 445/80 B1.)

All that portion of location 4353 situated on Plan 445/80 and lying West of the prolongation Northward of the Eastern boundary of location 4044, containing about 149 acres; subject to survey.

Roe District (about 5 miles South-East of Newdegate).

Corr. No. 805/38. (Plan 388/40 C4.)

Location 65, containing 1,017a. 3r. 26p., at 3s. per acre; classification Soil Capability (Sheet 24); subject to Rural and Industries Bank indebtedness. The previous *Gazette* notice concerning this location is hereby cancelled.

Victoria District (3 miles North-East of Wubin).

Corr. No. 2393/47. (Plan 89/80 CD2.)

Portion of location 7827 comprised in late Special Lease 3116/1328, containing about 120 acres; subject to pricing.

H. E. SMITH,
Under Secretary for Lands.

CEMETERIES ACT, 1897-1946.

Brookton Public Cemetery—Resolution.

THE Brookton Road Board, being the Board appointed to control and manage the Brookton Public Cemetery, acting pursuant to the provisions of the Cemeteries Act, 1897-1946, hereby amends in the manner mentioned in the Schedule hereunder, the by-laws made by the said Board under the said Act, as published in the *Government Gazette* on the 21st day of January, 1910, and amended from time to time by notices published in the *Government Gazette*.

Schedule.

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

Schedule A—Scale of Fees and Charges payable to the Trustees.

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

(a) In open ground—	£	s.	d.
For sinking grave for any adult ..	2	0	0
For sinking grave for any adult if buried by Government contract	2	0	0
For sinking a grave for any child under 12 years	1	10	0
(b) In private ground, including the issue of a grant of "Right of Burial"—			
Ordinary land for grave, 8ft. by 5ft (where directed) ..	1	0	0
For sinking grave for any adult	2	0	0
For sinking grave for any child under 12 years	1	10	0
(c) For re-opening grave of any adult	2	0	0
For re-opening grave of any child under 12 years	1	10	0
For use of number plate or label	5	0	

Passed by resolution of the Board at a duly convened meeting held on the 9th day of June, 1949.

W. B. EVA,
Chairman.

J. A. SMALLMAN,
Secretary.

Approved by His Excellency the Governor in Executive Council this 13th day of July, 1949.

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

ROAD DISTRICTS ACT, 1919-1939.

Closure of Road.

WE, S. C. Dall and N. A. Fraser, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Quairading Road Board to close the said portion of road, viz.:—

Quairading.

1444/26, Vol. 2.

Q66. The surveyed road along the Northern boundary of Jennaberring Agricultural Area Lot 5, from its North-Western corner to its North-Eastern corner. (Plan 3C/40, F3.)

NEIL A. FRASER.
S. C. DALL.

I, Leslie James Stacey, on behalf of the Quairading Road Board, hereby assent to the above application to close the road therein described.

L. J. STACEY,
Chairman,
Quairading Road Board.

30/6/49.

TRANSFER OF LAND ACT, 1893-1946.

Application 634/1948.

TAKE notice that Arthur Blake of 32 Victoria Street Bunbury Salesman has made application to be registered under the Transfer of Land Act 1893-1946 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Bunbury District and being:—

Portion of Bunbury Suburban Lot P5 containing 36 and seven-tenths perches.

Bounded by lines commencing at the South-Western corner of another portion of the said lot P5 comprised in Certificate of Title Volume 1102 Folio 911 and extending Westerly 1 chain and six-tenths of a link along a Northern boundary of Stirling Street thence Northerly 2 chains 28 links along the Eastern boundary of Bunbury Suburban Lot P6 thence Easterly 1 chain and six-tenths of a link along the Southern boundary of another portion of the said lot P5 comprised in Plan 6041 thence Southerly 2 chains 28 links along the Western boundary of the land comprised in the said Certificate of Title to the starting point.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this Office on or before the 31st day of August next a Caveat forbidding the said land being brought under the operation of the said Act.

A. W. B. GLEADELL
Registrar of Titles.

Office of Titles, Perth, this 18th day of July, 1949.
Curran and Corser, Solicitors, Perth, Solicitors for the Applicant.

PUBLIC WORKS TENDERS.

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

Work.—Mt. Barker School—Additions (10475); 26th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Police Station, Mt. Barker, on and after 31st May, 1949.

Work.—Muehea School and Quarters—Repairs and Renovations (10529); 26th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 12th July, 1949.

Work.—Moora Police Station—Erection (10530); 26th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Moora, on and after 12th July, 1949.

Work.—Yorkkrakine School and Quarters—Repairs and Renovations (10531); 26th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Kellerberrin, on and after 12th July, 1949.

Work.—Hamilton Hill School—Septic Tank Installation (10532); 26th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 12th July, 1949.

Work.—Watheroo School—Removal from Kulja (10533); 26th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Moora, on and after 12th July, 1949.

Work.—Mundaring Police Station and Quarters—Repairs and Renovations (10534); 2nd August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 19th July, 1949.

Work.—Balingup School and Quarters—Repairs and Renovations (10535); 2nd August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Donnybrook, on and after 19th July, 1949.

Work.—Kalgoorlie Inspector of Mines' Office—Repairs and Renovations (10536); 2nd August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 19th July, 1949.

Work.—York Court House—Repairs and Renovations (10537); 2nd August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and at Clerk of Courts Office, York, on and after 19th July, 1949.

Work.—Yuna School—Removal from Naraling (10538); 2nd August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 19th July, 1949.

Work.—Northam High School—Improvements to Grounds (10539); 2nd August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after 19th July, 1949.

Work.—No. 4 Pumping Station Quarters (Merredin)—Additions (10540); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Merredin, on and after the 26th July, 1949.

Work.—Dumbleyung School—Additions (10541); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Court House, Wagin, on and after the 26th July, 1949.

Work.—South Belmont School and Quarters—Latrines and Sewerage (10542); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 26th July, 1949.

Work.—Trayning School—Additions (10543); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Trayning, on and after the 26th July, 1949.

Work.—Corrigin Hospital—Additions and Alterations (10544); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and the Police Station, Corrigin, on and after the 26th July, 1949.

Work.—Corrigin School—Additions (10545); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Corrigin, on and after 26th July, 1949.

Work.—Highbury School Quarters—Repairs and Renovations (10546); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Clerk of Courts' Office, Wagin, on and after the 26th July, 1949.

Work.—Mount Walker School—Repairs and Renovations (10547); 9th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Narembeen, on and after the 26th July, 1949.

Work.—Albany High School—Repairs, Renovations, etc. (10548); 16th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Albany, on and after 2nd August, 1949.

Work.—York Courthouse—Alterations and Additions (10549); 16th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Clerk of Courts Office, York, on and after the 2nd August, 1949.

Work.—Donnybrook School—Improvements to Grounds (10550); 16th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Donnybrook, on and after the 2nd August, 1949.

Work.—Narrogin School—Repairs and Renovations (10551); 16th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Narrogin, on and after the 2nd August, 1949.

Work.—Denmark School—Additions (10552); 16th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, P.W.D., Albany, and Police Station, Denmark, on and after the 2nd August, 1949.

Work.—Southern Cross School and Quarters—Sewerage (10553); 16th August, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mining Registrar's Office, Southern Cross, on and after the 2nd August, 1949.

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

W. C. WILLIAMS,
Under Secretary for Works.

21st July, 1949.

ERRATUM.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

Perth, 20th July, 1949.

M.W.S. 216/49.

FIGURES "76" appearing in the 32nd line, second column of the rating notice on page 1429 of the *Government Gazette* of 8th July, 1949, relating to sewerage rating of extension to Area 3 South Perth should read "75 and 76".

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

342/49.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area 3, Claremont, to serve Lots 96 to 99 inclusive, Warden Street, Lot 94, Senate Street, and Lot 95, College Road.

Owners of property situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewers within 30 days from date of service of prescribed notice, and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st October, 1949, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st October, 1949, rates will be charged from date of connection.

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

Dated this 22nd day of July, 1949, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

RIGHTS IN WATER AND IRRIGATION ACT, 1914-1941.

Harvey No. 2 Irrigation District.

Irrigation Rate for the Year ending the 30th June, 1950.

P.W.W.S. 631/32.

NOTICE is hereby given that the rate book for the year ending the 30th June, 1950, in respect of all irrigable lands in the Harvey No. 2 Irrigation District now liable to be rated under the abovementioned Act, has been made up and that such rate book may be inspected at the office of the Minister at Perth; a copy may be inspected at the office of the Minister at Harvey.

By order of the Minister for Water Supply, Sewerage and Drainage.

Notice of Rate in the Harvey No. 2 Irrigation District.

Notice is hereby given that under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered that a rate of 7s. 6d. per acre shall be made and levied for the year ending the 30th June, 1950, upon all irrigable land within the Harvey No. 2 Irrigation District assessed in the proportion of one acre in three of each holding if irrigable, the rated area of any holding not to exceed the area allotted for irrigation watering; that the minimum rate during the abovementioned period for each separately assessed holding the annual rate of which at 7s. 6d. per acre rated would not exceed £1 17s. 6d. shall be £1 17s. 6d. and that a memorandum of such order has been entered in the rate book and signed by the Minister.

By order of the Minister for Water Supply, Sewerage and Drainage.

W. C. WILLIAMS,
Under Secretary for Water Supply.
Perth, 19th July, 1949.

RIGHTS IN WATER AND IRRIGATION ACT, 1919-1941.

Harvey No. 1 Irrigation District.
Irrigation Rate for the Year ending 30th June, 1950.

P.W.W.S. 398/45.

NOTICE is hereby given that the rate book for the year ending the 30th June, 1950, in respect of all irrigable lands in the Harvey No. 1 Irrigation District now liable to be rated under the abovementioned Act has been made up, and that such rate book may be inspected at the office of the Minister at Perth, a copy may be inspected at the office of the Minister at Harvey.

By order of the Minister for Water Supply, Sewerage and Drainage.

W. C. WILLIAMS,

Under Secretary for Water Supply.

Perth, 19th July, 1949.

Notice of Rate in the Harvey No. 1 Irrigation District.
NOTICE is hereby given that, under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered that a rate of 7s. 6d. per acre shall be made and levied for the year ending the 30th June, 1950, upon all irrigable land within the Harvey No. 1 Irrigation District liable to be rated, the rated area of any holding not to exceed the area allotted for irrigation watering; that the minimum rate during the abovementioned period for each separately assessed holding the annual rate of which at 7s. 6d. per acre rated would not exceed £1 17s. 6d. shall be £1 17s. 6d. and that a memorandum of such order has been entered in the rate book and signed by the Minister.

W. C. WILLIAMS,

Under Secretary for Water Supply.

Perth, 19th July, 1949.

MUNICIPAL CORPORATIONS ACT, 1906-1947.

City of Fremantle.

Sale of Land.

Local Government Department.

Perth, 15th July, 1949.

P.W. 129/36.

IT is hereby notified for general information, that His Excellency the Governor has consented, under the provisions of section 210 of the Municipal Corporations Act, 1906-1947, to the sale by the City of Fremantle, of all those pieces of land being:—

(1) Portion of Cockburn Sound Location 551, being lot 21 on L.T.O. Diagram 14767 comprising an area of 12 acres 2 roods 4 perches and being part of the land comprised in Certificate of Title Volume 1034, Folio 496.

(2) Portion of Cockburn Sound Location 551, being lot 15 on L.T.O. Diagram 14626 comprising an area of 2 acres 1 rood 38 perches and being part of the land comprised in Certificate of Title Volume 1034, Folio 496.

(3) Portion of Cockburn Sound Location 551, being lot 17 on L.T.O. Diagram 14626 comprising an area of 2 acres and being part of land comprised in Certificate of Title Volume 1034, Folio 496.

(4) Portion of Cockburn Sound Location 551, being lot 19 on L.T.O. Diagram 14626 comprising an area of 2 acres and being part of the land comprised in Certificate of Title Volume 1034, Folio 496.

(Sgd.) GEO. S. LINDSAY,

Secretary for Local Government.

MUNICIPAL CORPORATIONS ACT, 1906-1947.

Carnarvon Municipal Council.

Petrol Pump By-laws.

P.W. 1235/26.

A By-law of the Carnarvon Municipal Council made under Section 180, Paragraph (23A) of the Municipal Corporations Act, 1906-1947, for Regulating the Erection and Use of Petrol Pumps in or near any Street or Way.

IN pursuance of the powers conferred by the said Act, the Mayor and Councillors of the Carnarvon Municipal Council order as follows:—

These regulations shall apply to any petrol pump which is placed so that the point of delivery of petrol from the pump is situate within or is extended for delivery to within 10 feet of a street or way.

Applications for licenses to erect and use petrol pumps for the delivery of petrol in or near any street or way.

(1) No petrol pump used or intended to be used for the delivery of petrol in or near any street or way, shall be erected or used by any person before a license is obtained from the Council under these by-laws.

Subject to compliance with these by-laws, such licenses may be granted on payment of the prescribed fee.

(2) Any person desirous of obtaining a license for the erection and use of any petrol pump in or near any street or way shall make application to the Council in Form No. 1 in the Schedule of these by-laws, and will submit with such application a plan showing the location of the pump.

No pump shall be erected or used unless it is of a type approved by the Council.

(3) A license shall be in Form No. 2 in the Schedule. The Council may, in its absolute discretion, and on the written application of the licensee, transfer a license to the person named in such application, on payment of a fee of two shillings and sixpence.

Construction and Maintenance, etc. of such Pumps.

(4) All fittings and pipes connecting such petrol pump with the supply tank, and all other pipes or fittings through which the petrol flows, shall be constructed and maintained in such a manner that there shall be no escape of petrol in the form of liquid or vapour therefrom.

(5) All tanks used to supply petrol to pumps shall be fitted with ventilating pipe, which shall be carried to an approved position in the open air not less than 12 feet above the ground, and there terminate in one or more bends; the opening in the end of the vent pipe to be covered with brass wire gauze of not less than 28 meshes to the lineal inch, secured in such manner that the gauze may be removed for examination and cleaning.

(6) Petrol pumps shall be erected only in such position in or near any street or way as may be approved by the Council.

By-laws for Safe Working.

(7) All petrol delivered to a tank serving a petrol pump, the intake of which is in or near any street or way, shall be delivered through an approved pipe designed and sufficient to prevent the escape of petrol or vapour.

(8) No petrol shall be allowed to remain in the visible (or measuring) container of any petrol pump, except at such times as the container is in actual operation of being filled or discharged.

(9) No person shall deliver petrol or permit petrol to be delivered from any pump to the fuel tank of any motor vehicle when the engine of such motor vehicle is running.

(10) No person shall use any petrol pump whilst there is any light capable of igniting petrol vapour within 10 feet of any container whilst the same is being filled with petrol from any pump.

(11) No person shall negligently permit any petrol to escape from the discharge or delivery pipes attached to the petrol pump into any street or other public place.

(12) The operator of any petrol pump shall at all times take all reasonable precautions to protect all persons and property from injury or damage.

(13) All petrol pumps erected before gazettal of these by-laws shall conform to the Council's requirements under these by-laws within six months of notice of such requirements being served upon the owner or user of such pumps. When such owner or user fails to comply with such requirements of the Council, the pump may be removed by the Council at the expense of such owner or user.

(14) An inspector appointed by the Council shall have the right at all reasonable times to make an inspection of pumps licensed by the Council, to ascertain if these by-laws are being observed.

(15) The fees payable under these by-laws shall be ten shillings and sixpence per annum for each service station, irrespective of the number of pumps licensed.

(16) Any person who by act or omission commits a breach of these by-laws shall be liable upon conviction to a penalty not exceeding £20.

Schedule.

Form 1.

CARNARVON MUNICIPAL COUNCIL.

Form of Application for License to Erect and Use
a Petrol Pump for the Delivery of Petrol in or
near any Street or Way.

I of
hereby apply for a license to erect and use a petrol
pump for the delivery of petrol as located in accord-
ance with plan submitted.

Signature

Form 2.

CARNARVON MUNICIPAL COUNCIL.

License for the Erection and Use of (a) Petrol
Pump(s) for the Delivery of Petrol in or near any
Street or Way.

This license is granted to
of for the erection and
use of petrol pump (or of petrol pumps) for the de-
livery of petrol on lot in accordance with
approved plan. This license is issued subject to the
provisions of the Council's (Petrol Pump) By-laws.

..... Mayor.

[L.S.]

..... Town Clerk.

Passed by the Council of the Carnarvon Muni-
cipality on the 28th day of March, 1949.

C. H. HAMMOND,
Mayor.

ONSLOW CLARK,
Town Clerk.

Recommended—

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

Approved by His Excellency the Governor, in Execu-
tive Council this 13th day of July, 1949.

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

MUNICIPALITY OF BUNBURY.

Town Planning Scheme.

Amendment and Amplification of Business Area.

NOTICE is hereby given that the Bunbury Municipal
Council on the 12th July, 1949, passed the following
resolution:—"That the Town Planning Scheme be
amended so as to include lot 179, situated on the
corner of Wellington Street and Wittenoom Street,
and being portion of Leschenault Location 26, Volume
1064, Folio 848, as a business area."

Notice is hereby further given that the land referred
to in the above resolution is delineated on a plan of
the scheme deposited at the office of the Bunbury
Municipal Council, and will be open to inspection by
all persons interested, without payment of any fee,
between the hours of 10 a.m. to 3 p.m. on Mondays to
Fridays inclusive, and 9.30 a.m. to 11.30 a.m. on Sat-
urdays. Any objections to the above proposed amend-
ment should be sent in writing to the Town Clerk,
Bunbury, before the 6th day of September, 1949.

Municipality of Bunbury,

PERCY C. PAYNE,
Mayor.

R. HOUGHTON,
Town Clerk.

THE CITY OF PERTH.

By-law No. 1—Standing Orders.
(Amendment.)

P.W. 2/31.

IN pursuance of the powers conferred by the Muni-
cipal Corporations Act, 1906-1947, the Lord Mayor and
Councillors of the City of Perth do hereby order that
clause 90 of by-law No. 1 be amended as follows:—

The words "Electricity and Gas Committee:—The
supply of electricity and gas for public and private
purposes and the lighting of public streets, ways, and
public places" are deleted and the following words are
inserted in lieu thereof, namely "Electricity Commit-
tee:—The supply of electricity for the lighting of
streets, ways, public reserves and public places and
matters relating thereto."

Passed by the Council of the City of Perth at the
Ordinary Meeting of the Council held on the 8th day
of March, 1949.

J. TOTTERDELL,
Lord Mayor.

W. McI. GREEN,
Town Clerk.

L.S.

Recommended—

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

Approved by His Excellency the Governor in Execu-
tive Council this 13th day of July, 1949.

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

MUNICIPALITY OF BUNBURY.

Town Planning Scheme.

Amendment and Amplification of Shopping Area.

NOTICE is hereby given that the Bunbury Municipal
Council, on the 28th June, 1949, passed the following
resolution:—"That the Bunbury Town Planning Scheme
be amended so as to include lots 15, 16, 17 and 18, situ-
ated on the corner of Spencer Street and Constitution
Road, and being portion of Leschenault Location 26 on
Plan 407, Volume 523, Folio 98, as a Shopping Area."

Notice is hereby further given that the land referred
to in the above resolution is delineated on a plan of
the Scheme deposited at the office of the Bunbury Muni-
cipal Council, and will be open to inspection by all
persons interested, without payment of any fee, be-
tween the hours of 10 a.m. to 3 p.m. on Mondays to
Fridays, inclusive, and 9.30 a.m. to 11.30 a.m. on Sat-
urdays.

Any objections to the above proposed amendment
should be sent in writing to the Town Clerk, Bunbury,
before the 5th day of September, 1949.

Municipality of Bunbury.

PERCY C. PAYNE,
Mayor.

R. HOUGHTON,
Town Clerk.

MUNICIPALITY OF BUNBURY.

Proposed Loan No. 49 of £10,000 for a Quarry and
Stone Crushing Plant.

NOTICE is hereby given that the Council of the Muni-
cipality of Bunbury proposes to borrow the sum of
ten thousand pounds (£10,000).

The said sum of £10,000 is proposed to be raised
by the sale of debentures repayable with interest by
twenty (20) equal half-yearly instalments over a period
of ten (10) years after the issue thereof, in lieu of the
formation of a sinking fund.

The debentures shall bear interest at a rate not ex-
ceeding three pounds seven shillings and sixpence (£3
7s. 6d.) per centum per annum, payable half-yearly.
The amount of the said debentures, including interest
thereon, is to be paid at the office of the Council, at
Bunbury, Western Australia.

The purposes for which the proposed loan is to be
applied are the establishment of a quarry on reserve
No. 22902, and the purchase and erection of a stone
crushing plant at the quarry site.

A statement of the expenditure of the money pro-
posed to be borrowed, together with estimates of cost,
plans and specifications, is open for the inspection of
ratepayers of the Municipality, at the Council Cham-
bers, Stephen Street, Bunbury, during the usual office
hours, for six weeks after the publication of this notice.

PERCY C. PAYNE,
Mayor.

R. HOUGHTON,
Town Clerk.

CATTLE TRESPASS, FENCING AND IMPOUNDING ACT AND ROAD DISTRICTS ACT.

Nannup Road Board—Appointment of Poundkeeper.

IT is hereby notified, for general information, that at a regular meeting of the Board held on 9th July, 1949, it was resolved that Herbert Charles Coverley be appointed Poundkeeper, *vice* Miss A. Brennan, retired.

All previous appointments are hereby cancelled.

S. E. FORD,
Chairman.

C. GILBERT,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1948, AND THE CATTLE TRESPASS, FENCING AND IMPOUNDING ACT, 1882-1932.

Armada-Kelmscott Road Board.

Amendment of By-laws re Poundage Fees.

P.W. 1085/36.

THE by-laws relative to poundage fees, sustenance and mileage charges, made by the Armada-Kelmscott Road Board and published in the *Government Gazette* on the 5th July, 1918, and the 23rd January, 1925, are hereby amended by deleting by-laws numbered 97 pound fees, 98 sustenance and 99 mileage fees, and inserting the following in lieu thereof:

Pound Fees.

By-law 97:—The owners of impounded cattle for the release of such shall pay—For each stallion or bull, £2; for each head of great cattle except stallion or bull, 5s.; for each head of small cattle, 2s. 6d.

Sustenance.

By-law 98:—The owners of impounded cattle shall pay for the sustenance of such during the time of their being in the pound—For each head of great cattle, 2s. per meal; for each head of small cattle, 1s. 6d. per meal.

Mileage Fees.

By-law 99:—The owners of impounded cattle shall pay for the driving of such from the place of trespass to the pound mileage fees as follows—For each head of great cattle, 1s. 6d. per mile with a minimum of 1s. 6d. and a maximum of 7s. 6d. per head. For each head of small cattle, 3d. per mile with a minimum of 3d. and a maximum of 1s. 3d. per head.

In these By-laws "great cattle" means stallions, colts, geldings, mules, asses, camels, bulls, mares, fillies, foals, oxen, cows, steers, heifers, calves or pigs. "Small cattle" means rams, wethers, ewes, lambs, goats.

The above resolution was passed by the Armada-Kelmscott Road Board on the 9th day of May, 1949.

R. O. WILLIAMS,
Chairman.

SPENCER GWYNNE,
Secretary-Engineer.

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

Approved by His Excellency the Governor in Executive Council this 13th day of July, 1949.

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

THE ROAD DISTRICTS ACT, 1919-48.

Road Board Election.

Local Government Department,
Perth, 19th July, 1949.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-48, that the following gentlemen have been elected members of the undermentioned road boards to fill the vacancies shown in the particulars hereunder:—

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

Victoria Plains Road Board.

25th June, 1949; *Purser, George Henry; East; Farmer; (b); Neumann, O. B.

Bayswater Road Board.

25th June, 1949; *Uren, Reginald Leslie; North; Poultry Farmer and Cabinetmaker; (b); Peirce, A. B.

Meekatharra Road Board.

23rd April, 1949; Farrell, Edward Thomas; Town; Agent; (a); Farrell, E. T.; unopposed.

23rd April, 1949; Shewell, Francis J. E.; Country; Manager; (a); Shewell, F. J. E.; unopposed.

23rd April, 1949; Gerloff, Colin Murray; Nannine; Manager; (a); Gerloff, C. M.; unopposed.

23rd April, 1949; *Bain, Evan; Country; Pastoralist; (b); Butcher, W. E.; unopposed.

*Denotes Extraordinary Election.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1948.

Meekatharra Road Board.

Local Government Department,
Perth, 14th July, 1949.

P.W. 1449/28.

IT is hereby notified for general information that His Excellency the Governor has approved of the purchase of a road grader and a motor truck as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Meekatharra Road Board.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1948.

Bruce Rock Road Board.

Local Government Department,
Perth, 15th July, 1949.

P.W. 147/39.

IT is hereby notified, for general information that His Excellency the Lieutenant-Governor has approved of the purchase of a road grader, as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1948, by the Bruce Rock Road Board.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1948.

Dalwallinu Road District—Redivision into Wards.
Notice of Intention.

Local Government Department,
Perth, 29th June, 1949.

P.W. 1071/44.

IT is hereby notified for general information, that it is the intention of His Excellency the Governor under the provisions of the Road Districts Act, 1919-1948, to redivide the Dalwallinu Road District by—

1. The abolition of the existing North Ward; and
2. The creation of two new wards, namely, North-East and North as described in the Schedule hereto.

Plan showing the proposed alterations may be seen at the Local Government Department, Perth.

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

Schedule.

North-East Ward.

All that portion of the District bounded by lines starting at a South-Western corner of Pastoral Lease No. 392/601 on the Northern boundary of Ninghan Location 533 and extending generally Northerly, generally Easterly, generally Southerly, generally Westerly, and again generally Southerly along the District boundaries to Survey Post K91 situate near the Northernmost boundary of Location 280; thence Westerly to and along the Northern boundaries of Locations 3287, 3286, 3285, 3284, 3283, 3271, 3270, 3269, 3268, 3266, 3265, 2379, 2378 and onwards to the South-

Eastern corner of Location 530; thence Northerly and North-Westerly along boundaries of the latter location and onwards in the latter direction to the North-Eastern corner of Location 533 aforesaid; and thence Westerly along part of the Northern boundary of the latter location to the starting point.

North Ward.

All that portion of the District bounded on the Northward by part of the District boundary and the Southern boundary of the North-East ward; on the Eastward by part of the District boundary; on the Southward by part of the District boundary and by the Northern boundaries of the East and Central Wards; and on the Westward by part of the District boundary.

ROAD DISTRICTS ACT, 1919-1948.

Tammin Road Board.

P.W. 1730/48.

By-laws governing Long Service Leave to be granted to Employees of the Tammin Road Board.

THE Tammin Road Board under and by virtue of the powers conferred on it in that behalf by the Road Districts Act, 1919-1948, and all other powers enabling it doth hereby make and publish the following by-laws:—

1. In the interpretation of these by-laws the following words shall have the meanings assigned to them hereunder:—

“Board” means the Tammin Road Board.

“Continuous service” means service in the employment of this Board during which an employee has not been absent from service of the Board for a continuous period of more than two days or an aggregate period of more than 10 days without leave of absence being granted by the Board.

2. The Board may grant to an employee of the Board who has, since 21st June, 1948, completed 10 years’ continuous service, long service leave on full pay for a period not exceeding three months.

3. (a) The Board may grant long service leave to an employee of the Board who has been granted long service leave and has completed not less than five years’ continuous service since the completion of the service which qualified him for the previous long service leave, except where the worker retires through reaching retiring age, in which case the long service leave shall be adjusted pro rata.

(b) Long service leave which may be granted under this by-law shall be for a period not exceeding one and three-tenths weeks for every completed year of service since the conclusion of the period of service which qualified the employee for his previous long service leave and shall be on full pay.

4. In the event of the resignation, retirement or death of an employee the Board may pay to such employee (or in the case of death, to his personal representatives or if there be none to his dependants) a sum of money equal to his wages or salary for the period of long service leave which the Board was empowered under these by-laws to grant to such employee at the date of his resignation, retirement or death or if the Board after consideration of all the circumstances direct that the death of an employee be presumed the Board may authorise the payment to the dependants of the employee a sum equivalent to the amount of wages or salary which would under this by-law have been granted the employee immediately prior to the date of his death, such date to be determined by the Board.

5. An employee dismissed by the Board except in the matter of retrenchment shall not be paid any sum in pursuance of the preceding by-law.

6. The Board may at its discretion either pay to an employee his wages or salary during long service leave or pay to the employee in advance a sum representing the amount of his wages or salary for the period of this long service leave.

7. All annual leave to which an employee is entitled or will become entitled before the expiration of his long service leave shall be taken by the employee in conjunction with his long service leave and the period of long service leave granted to an employee shall be reduced by the period of annual leave taken in conjunction therewith.

8. (a) A grant of long service leave in pursuance of these by-laws shall be deemed to be made on the condition that the employee does not accept employment for reward during the period of the long service leave.

(b) If an employee shall accept employment for reward during the long service leave he shall not thereafter during such leave receive any payment on account of wages or salary from the Board.

(c) If the Board shall have paid to an employee a sum of money representing salary or wages for a period after such employee shall have engaged in employment for reward such sum of money may be recovered by the Board from such employee.

Passed by the Tammin Road Board at the ordinary meeting of the Board held on the 20th day of May, 1949.

R. B. NOTTAGE,
Chairman.

J. SMITH,
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 13th day of July, 1949.

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

ROAD DISTRICTS ACT, 1919-1948.

Albany Road Board.

By-laws governing Long Service Leave to be granted to Employees of the Albany Road Board.

P.W. 1168/38.

THE Albany Road Board under and by virtue of the powers conferred on it in that behalf by the Road Districts Act, 1919-1948, and all other powers enabling it doth hereby make and publish the following by-laws:—

1. In the interpretation of these by-laws the following words shall have the meanings assigned to them hereunder:—

(a) “Board” means the Albany Road Board.

(b) “Continuous service” means service in the employment of this Board during which an employee has not been absent from the service of the Board for a continuous period of more than two days or an aggregate period of more than 10 days without leave of absence being granted by the Board.

2. All employees of the Board shall after each period of 10 years’ continuous service as permanent full-time employees thereof commencing from 30th June, 1938, be entitled to three months’ long service leave. Long service leave to be taken at the convenience of the Board, who will, as far as possible, meet with the wishes of the employee, but the Board may require the employee to take leave by giving not less than three months’ notice.

3. Absence on account of sickness shall not be deemed to be a break in continuity of service, providing the period of absence shall not exceed three months in any year, unless otherwise decided by the Board.

4. Employees due to take long service leave shall be paid (a) their salary or wage for the period thereof at the rate equivalent to the salary paid in the week immediately preceding the taking of long service; (b) the Board may at its discretion either (1) pay to an employee his wages or salary periodically during long service leave, or (2) pay to the employee in advance a sum representing the amount of his wages or salary for the period of his long service leave.

5. Employees shall not be entitled to long service leave until the completion of 10 years’ service. After the completion of the first 10 years, employees will then be entitled to a pro rata payment if they leave the service of the Board before the next period is completed.

6. In the event of the resignation, retirement or death of an employee the Board may pay to such employee (or in the case of death, to his personal representatives, or if there be none, to his dependants) a sum of money equal to his wages or salary for the period of long service leave which the Board was em-

powered under these by-laws to grant to such employee at the date of his resignation, retirement or death or if the Board after consideration of all the circumstances direct that the death of an employee be presumed the Board may authorise the payment to the dependants of the employee a sum equivalent to the amount of wages or salary which would under this by-law have been granted the employee immediately prior to the date of his death, such date to be determined by the Board.

7. An employee dismissed by the Board except in the matter of retrenchment shall not be paid any sum in pursuance of the preceding by-law.

8. Long service leave shall be considered as a special period of recuperation after a lengthy term of service with a view to fitting the employee for a further term, and during such leave no employee shall undertake any form of employment for hire or reward, unless by special permission of the Board. Any contravention of this sub-clause shall entitle the Board to dismiss the employee from its service, and to cease paying or to recover any amounts paid in advance on account of long service leave.

Passed by the Albany Road Board at the ordinary meeting of the Board held on the 17th day of June, 1949.

R. T. WOLFE,
Chairman.

W. E. SIBBALD,
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 13th day of July, 1949.

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

ROAD DISTRICTS ACT, 1919-1948.

The Health Act, 1911-1944 (Second Reprint),
As Amended by Nos. 22, 70 and 71 of 1948.
Geraldton Road Board.

Notice of Intention to Borrow—Health Loan No. 1.

NOTICE is hereby given that the Geraldton Road Board proposes to borrow the sum of six hundred and fifty pounds to be expended on work and undertakings in the Geraldton Road District, the said works and undertakings being the purchase of Victoria Location 8173 with improvements for a sanitary site.

Plans and specifications and an estimate of the cost of such works and undertakings and a statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and initial expenditure in connection with the raising of the loan, are open to the inspection of the ratepayers at the office of the Geraldton Road Board, Geraldton, for one month from the publication hereof during the hours of 9 a.m. to 12 noon and 2 p.m. to 4 p.m. on week days, excepting Saturdays.

The amount of £650 is proposed to be raised by the sale of debentures repayable with interest in 30 equal half-yearly instalments over a period of 15 years after the date of issue thereof in lieu of the formation of a sinking fund. Such debentures shall bear interest at the rate of three pounds seven shillings and sixpence per centum per annum, payable half-yearly.

The amount of said debentures and interest thereon is to be paid at the National Bank of Australasia, Geraldton.

The works and undertakings for which the loan is proposed to be raised will, in the opinion of the Board, be of special benefit only to the ratepayers of Wonthella. Any loan rate applicable to such loan will be levied only on land within that area known as Wonthella and being lots 1 to 640 (inclusive) of part of Victoria Location 1956.

Dated the 8th day of July, 1949.

A. E. GRANT,
Chairman.

D. C. FIELD,
Secretary.

ROAD DISTRICTS ACT, 1919-1948.

Halls Creek Road Board.

Notice of Intention to Borrow.

Proposed Loan of £2,000.

NOTICE is hereby given that the Halls Creek Road Board proposes to borrow the sum of £2,000 to be expended on works and undertakings in the Halls Creek Road District, the said works and undertakings being a building programme on the Road Board block No. 71, on the new townsite of Halls Creek, which shall include the purchase of all necessary materials and fittings for a secretary's residence, freight and erection charges on same and portion of the cost of moving the Office of the Board to the new site and erecting with additions and alterations to same.

The plans and specifications and the estimates of the cost of the said works and undertakings and statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and initial expenditure in connection with the raising of the loan are open for inspection at the Office of the Halls Creek Road Board situated at Halls Creek for one month from the publication hereof between the hours of 8 a.m. to 4.30 p.m. on week days except Saturdays and on Saturdays from 8 a.m. to 12 noon.

The amount of £2,000 is proposed to be raised by the sale of debentures repayable with interest by 40 equal half-yearly instalments over a period of 20 years after the date of issue thereof in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding £3 7s. 6d. per cent. per annum payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the State Treasury, Perth.

Dated the sixth day of July, 1949.

S. THOMAS,
Chairman.

GORDON A. BUCHANAN,
Secretary.

ROAD DISTRICTS ACT, 1919-1948.

Wongan-Ballidu Road Board.

Local Government Department,
Perth, 15th July, 1949.

P.W. 1208/37.

IT is hereby notified for general information that His Excellency the Governor has approved of the construction of four (4) employees' residences as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Wongan-Ballidu Road Board.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1948.

Bridgetown Road Board.

Local Government Department,
Perth, 14th July, 1949.

P.W. 1516/38.

IT is hereby notified, for general information that His Excellency the Governor has approved of the purchase of a road roller and a tip truck as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Bridgetown Road Board.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1948.

Upper Blackwood Road Board.

By-law Long Service Leave.

P.W. 867/37.

THE Upper Blackwood Road Board, under and by virtue of the powers conferred on it in that behalf by the Road Districts Act, 1919-1948, and all other powers enabling it, doth hereby make and publish the following by-laws:—

1. In the interpretation of these by-laws the following words shall have the meanings assigned to them hereunder:—

(a) "Board" means the Upper Blackwood Road Board.

(b) "Continuous service" means service in the employment of this Board during which an employee has not been absent from the service of the Board for a continuous period of more than two days or an aggregate period of more than 10 days without leave of absence being granted by the Board.

2. All employees of the Board shall after each period of five years' continuous service as permanent full-time employees thereof, commencing 30th June, 1936, be entitled to six weeks' long service leave. Long service leave shall be taken at the convenience of the Board, which shall as far as possible, meet with the wishes of the employee, but the Board may require the employee to take leave by giving not less than three months' notice.

3. Absence on account of sickness shall not be deemed to be a break of continuity of service, provided the period of absence shall not exceed three months in any year, unless otherwise decided by the Board.

4. Employees due to take long service leave shall be paid (a) their salary on wage for the period thereof at the rate equivalent to the average weekly rate of pay over the preceding 12 months; (b) the Board may at its discretion, either (1) pay to an employee his wages or salary periodically during long service leave, or (2) pay to the employee in advance a sum representing that amount of his wages or salary for the period of this long service leave.

5. Employees shall not be entitled to long service leave until the completion of five years' service. After completion of the first five years' service, employees shall be entitled to a *pro rata* payment if they leave the service of the Board before the next period is completed.

6. In the event of the resignation, retirement or death of an employee the Board may pay to such employee (or in the case of death, to his personal representative or if there be none, to his dependants) a sum of money equal to his wages or salary for the period of long service leave which the Board was empowered under these by-laws to grant to such employee at the date of his resignation, retirement or death or if the Board after consideration of all circumstances direct that the death of an employee be presumed the Board may authorise the payment to the dependants of the employee a sum equivalent to the amount of wages or salary which would under this by-law have been granted the employee immediately prior to the date of his death such date to be determined by the Board.

7. Long service leave shall be considered as a special period of recuperation after a lengthy term of service with a view to fitting the employee for a further term, and during such leave no employee shall undertake any form of employment for hire or reward, unless by special permission of the Board. Any contravention to this subclause shall entitle the Board to dismiss the employee from its service, and cease paying or to recover any amounts paid in advance on account of long service leave.

Passed by the Upper Blackwood Road Board at the ordinary meeting of the Board held on the 16th June, 1949.

J. R. PURSE,
Chairman.

H. R. CONNOLLY,
Secretary.

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

Approved by His Excellency the Governor in Executive Council this 13th day of July, 1949.

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

THE ROAD DISTRICTS ACT, 1919-1948.

By-laws of Gnowangerup Road Board.

P.W. 88/38.

WHEREAS by the Road Districts Act, 1919-1948, the road board of any district is empowered to make by-laws for all or any of the powers in the said Act mentioned: and whereas the Gnowangerup Road Board, in pursuance of the said powers did make and publish general by-laws in the *Government Gazette* of the 23th

day of December, 1923, and did add to the said by-laws by notice in the *Government Gazette* of the 24th day of January, 1936. Now the said Board doth amend the by-laws published as aforesaid by deleting the whole of the by-law published in the *Government Gazette* of the 24th day of January, 1936, and substituting the following by-laws in lieu thereof.

100.—Damaging Roads.

(a) No person shall, without the consent of the Board, draw or drive any vehicle across the water-table of any road or across any drain except over a properly constructed approach or culvert.

(b) Draw upon any road, any timber, stone, or other material otherwise than on a wheeled vehicle or suffer any such material when so carried, to drag or trail upon any road, or draw upon any road a whim or timber carriage any portion of which drags or trails upon any road.

(c) Load any vehicle with mallee or other roots, sawn or other firewood, timber, bricks, or stone in such a manner that any portion of such a load is likely to, or in fact does fall on to any road or way.

101.—Park Lands, and Recreation Grounds.

All park lands, recreation grounds, reserves or land set aside by the Board for the use of the public shall be open to the public daily, except as otherwise provided for in these by-laws. The Board shall have the power to grant exclusive right to use and occupy the whole or any part of any park lands, recreation grounds, reserves, or land set aside for the use of the public to any responsible person, persons, or club for public entertainment and any person, persons, or club obtaining such rights shall be responsible for the proper care of all fences, buildings, trees or other improvements upon or enclosing such land or part thereof, and shall pay to the Board a fee, to be fixed by the Board for such use and occupancy, and shall comply with the provisions of these by-laws and any regulations passed by resolution of the Board under which such exclusive rights are granted.

102. No person shall on any reserve under the Boards control—

(a) Permit or suffer any horses, cattle or vehicle to be therein without permission of the Board.

(b) Create any disturbance or annoyance to the public, or conduct himself in an insolent or improper manner, and any person offending against this paragraph shall be liable to be expelled from the grounds of the reserve by any officer of the Board, or any police officer.

(c) Play or carry on, on Sunday, Christmas Day, or Good Friday any game or gymnastics or sports without the consent of the Board.

(d) Offer for sale any provisions, refreshments or goods of any kind, or carry on any boxing sports, or sports of any kind, except with the permission of the Board and the payment of a fee as may be demanded by the Board.

(e) Without the permission of the Board, make any charge for admission, and the Board shall not give such permission unless the fees to be charged are stated on the application and approved by the Board, and, when such permission has been granted no person shall charge any greater fee than so approved.

(f) Any person to whom the use of any reserve or park is given for the holding of sports, races or other use shall be responsible for the immediate removal of all rubbish brought thereon on the occasion of such use.

(g) No person or persons shall upon any reserve or park lands erect any tent or booth or marquee for the purpose of any entertainment whatsoever, without first having obtained the permission of the Board and paid the fee, which shall be determined by the Board on application.

(h) No person shall remove or use any life-saving or fire-fighting apparatus provided by the Board, except for the purpose for which such apparatus is maintained.

103.—Rubbish.

No person shall leave or deposit, any rubbish, refuse, machinery or litter of any kind whatsoever on any road, reserve, park lands or on any unalienated crown land within any townsite area within the Gnowangerup Road District.

104.—Damaging Growth.

No person shall injure or remove or destroy any part of any shrub, plant, tree, flower or grass growing on any reserve or park lands, or footpath or shall remove or damage any stakes or labels attached thereto, or shall attach any clothing or other articles thereto.

105.—Roads, Footpaths and Buildings.

No person without authority of the Board, shall interfere in any manner whatsoever with any road, drain, footpath, culvert, bridge, building or any erection whatsoever under control of the Board.

106.—Expectoration.

No person shall expectorate upon any path, swimming pool, grass lawn or upon any structure in any reserve or park lands.

107.—Bathing.

No person shall bathe, swim, or otherwise enter into any swimming pool on any reserve or park lands unless clothed in a bathing costume or suit approved by the Board. No person shall roll down the top portion of their bathing costume or suit in public for the purpose of sun bathing or for any other purpose.

108.—Camping.

(a) Camping in tents and caravans shall not be permitted in any townsite in the Gnowangerup Road District, or on any reserve vested in, or under control of the Board, except on an area set aside by the Board on any reserve for the purpose of camping, and no camping space, or caravan space shall be occupied without a permit first having been obtained from the Board.

(b) A camping permit shall be in the form numbered 1 in the schedule attached hereto, and every such permit shall be signed by the secretary or other officer appointed by the Board.

(c) A camping permit shall state the number of and locality of the reserve to which the permit is to apply, and may, when it is deemed expedient by the Board, state the site which is to be occupied by the holder of the permit.

(d) A camping permit shall be required for each separate tent or caravan.

(e) No camping permit shall be issued for a longer period than four consecutive weeks in any one year, provided that the Board, may, at its absolute discretion, renew a camping permit for a further term or for further terms of four weeks.

(f) The fee for a camping permit shall be one shilling per week or part thereof.

(g) For the purpose of these by-laws "tent" shall mean any movable structure whatsoever other than a caravan. "Caravan" shall mean any propelled or drawn vehicle which is used for sleeping, or for having meals thereon.

(h) Any person who occupies a camping site on any reserve under the Board's control shall keep such site in a clean and sanitary condition, and before vacating such camping site shall completely dispose of by burying or incinerating all bottles, tins, paper or any debris whatsoever.

109.—Sea and Estuary Foreshores.

No person shall deposit in the sea or leave exposed on the foreshore of the sea or any estuary, contiguous to, or adjoining any reserve or public bathing place under the Board's control, any fish heads, fish offal, bottles or rubbish or debris of any kind whatsoever. Any person who does or permits anything contrary to this by-law may in addition to any penalty which may be imposed, be required to immediately remove such fish heads, fish offal and debris, as aforesaid or the Board may at its discretion carry out such removal at the expense of the person or persons offending against this by-law.

110.—Use of Firearms.

No person shall use or discharge on any reserve under the Board's control any rifle, shotgun, pistol, revolver, or any firearm whatsoever, and any officer or inspector employed by the Board may immediately seize any firearm which has been used or is about to be used

in contravention of this by-law. Any firearm seized as aforesaid shall, on conviction of the person offending against this by-law be forfeited to the use of His Majesty.

111.—Explosives.

No person shall bring on to or retain on any reserve under the Board's control any dynamite or any explosive substance or material for detonating any explosive substance.

112.—Penalties.

Every person who does, permits or suffers any act, matter or thing contrary to by-laws 100 to 111 or commits any breach or neglect thereof, shall be guilty of an offence against these by-laws and be liable on conviction to a penalty not exceeding £10 for every such offence.

The Schedule.

Gnowangerup Road Board.

Form No. 1. By-law No. 108.

CAMPING PERMIT.

Permit No.....Date.....
Number of tents.....Number of caravans.....
Fees paid.....pounds.....shillings.....pence
Fees paid.....pounds.....shillings.....pence
Mr.....of.....is hereby permitted
to camp in a tent/caravan on reserve No.....
situate.....for.....weeks commencing.....

Secretary.

Passed by resolution of the Gnowangerup Road Board at a meeting held on Thursday, 21st April, 1949.

D. KEITH HAUSE,
Chairman.

W. J. CUNEO,
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 13th day of July, 1949.

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

VERMIN ACT, 1918-1946.

Notice.

Ex. Co. No. 1399.

WHEREAS it is enacted by section 27 of the Vermin Act, 1918-1946, that when no members, or an insufficient number of members, have been elected to a board, the Governor may, at any time, if he thinks fit, appoint a sufficient number of persons to be members of the board in the place of the members who ought to have been elected, and shall fix the date of retirement of such members, and subject thereto, the provisions of this Act relating to the retirement of members shall apply to and in respect of the members so appointed as if they had been elected as members of the board when the default or deficiency which occasioned their appointments occurred; and whereas no election was held in April of this year and in consequence no members have been elected to the Wiluna Vermin Board as constituted under the said Act: Now, therefore, His Excellency the Governor hereby appoints the following persons as members of the Wiluna Vermin Board for a period of three years:—

Mitchell, Kenneth Macpherson, Pastoralist; Bilston, Leonard Hamilton, Pastoralist, and Oldham, Robert Russell, Pastoralist.

Approved by His Excellency the Governor in Executive Council, 13th July, 1949.

R. H. DOIG,
Clerk of the Council.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
369/49	1949 July 8	Hume pipe Co. (Aust.), Ltd.	169A, 1949	Reinforced Concrete (Hydraulic) Pipes as follows :— Item 1 approx. 7,950 ft. Item 2 approx. 5,450 ft. Item 3 approx. 3,700 ft. Item 4 approx. 550 ft.	Metropolitan Water Supply	31s. 10d. per ft. 36s. per ft. 40s. per ft. 45s. per ft.
351/49	do.	McPherson's Ltd.	159A, 1949	1 only "Churchill" model Crankshaft Regrinding Machine complete. Extra Chuck type throw blocks as per Item 1	Public Works Department.	£4,405. £315.
507/49	do.	K. G. Easton	232A, 1949	Purchase and Removal of Mill Building and lean-to at the Greenbushes Tin Dressing Plant as per Item 1	Mines	£120.
514/49	July 11	Empire Typewriter & Supplies Co.	231A, 1949	Purchase and Removal of 9 only secondhand Typewriters as per Items 1 to 9 (inclusive)	Government Stores	£33 6s.
521/49	July 8	W.A. B. Pty., Ltd.	241A, 1949	Purchase and Removal of secondhand Bedsteads and Cots as follows :— Item 1 Item 2	Public Works Department	£22. £3. £10.
564/49	do.	Hill 50 Gold Mine N.L.	225A, 1949	Purchase and Removal of a secondhand 60 ft. all-welded Steel Tank Stand at the abandoned Youanmi town-site as per Item 1	Public Works Department	£10.
543/49	do.	White Rock Quarries	253A, 1949	Diorite Screenings as follows :— Item 1 (a) Item 1 (b) Item 3 Item 2 (a) Item 2 (b)	Public Works Department	20s. 9d. ton. 21s. 3d. ton. 23s. ton. 20s. 9d. ton. 21s. 3d. ton.
206/49	do.	Mountain Quarries Ltd. ....	....	Item 2 (a) Item 2 (b)	Public Works Department	20s. 9d. ton. 21s. 3d. ton.
206/49	do.	Atkins (W.A.), Ltd.	131A, 1949	1 only "Lilley Supreme" Washing Machine, Complete with 2 H.P. Motor and Switchgear as per Item 1 Delivered to Old Men's Home, Claremont	Medical	£630.
309/49	do.	State Engineering Works	139A, 1949	Mild Steel Specials for 36 in and 30 in. Mains as follows :— Item 1, 4 only Item 2, 1 only Item 3, 1 only Item 4, 3 only Item 5, 5 only Item 6, 2 only Item 7, 1 only Item 8, 2 only Item 9, 24 only Item 10, 12 only Item 11, 24 only Item 12, 12 only Item 13, 5 only Item 14, 4 only	Metropolitan Water Supply	£24 9s. each. £33 19s. £25 13s. 6d. £30 18s. 9d. each. £40 12s. each. £28 18s. each. £14 17s. 9d. £7 15s. each. £7 18s. each. £7 18s. each. £1 1s. 6d. each. 19s. 3d. each. £13 5s. each. £2 17s. 6d. each. 15s. per pipe.
534/49	do.	Hume Steel Ltd. State Engineering Works	.... ....	Item 1, 4 only Item 2, 1 only Item 3, 1 only Item 4, 3 only Item 5, 5 only Item 6, 2 only Item 7, 1 only Item 8, 2 only Item 9, 24 only Item 10, 12 only Item 11, 24 only Item 12, 12 only Item 13, 5 only Item 14, 4 only	Metropolitan Water Supply	£24 9s. each. £33 19s. £25 13s. 6d. £30 18s. 9d. each. £40 12s. each. £28 18s. each. £14 17s. 9d. £7 15s. each. £7 18s. each. £7 18s. each. £1 1s. 6d. each. 19s. 3d. each. £13 5s. each. £2 17s. 6d. each. 15s. per pipe.
534/49	do.	Hume Steel Ltd. State Engineering Works	.... ....	Item 1, 4 only Item 2, 1 only Item 3, 1 only Item 4, 3 only Item 5, 5 only Item 6, 2 only Item 7, 1 only Item 8, 2 only Item 9, 24 only Item 10, 12 only Item 11, 24 only Item 12, 12 only Item 13, 5 only Item 14, 4 only	Metropolitan Water Supply	£24 9s. each. £33 19s. £25 13s. 6d. £30 18s. 9d. each. £40 12s. each. £28 18s. each. £14 17s. 9d. £7 15s. each. £7 18s. each. £7 18s. each. £1 1s. 6d. each. 19s. 3d. each. £13 5s. each. £2 17s. 6d. each. 15s. per pipe.
534/49	do.	L. Tomasini	243A, 1949	Cartage of Steel Pipes (approximately 350 only) from Railway trucks at Yokain Siding and distributed along the line of works as specified as per Item 1	Public Works	£177 15s. 2d.
508/49	do.	Altona Engineering Co.	247A, 1949	Unit Bookcases for the Engineering School of University of W.A. as follows :— Item 1 Item 2 Item 3	Public Works	£177 15s. 2d.
1194/48	do.	Noyes Bros., (Melb.), Ltd.	193A, 1949	Delivered to University, Crawley 64 only W.4 Lamp, Newton & Gray Flush Mounting Fluorescent lighting fixtures complete as per Item 1 Delivered to State Electricity Commission, Perth.	State Electricity Commission	£15 each.
407/49	do.	Malloch Bros. Ltd.	177A, 1949	1 only 12 ft. x 30 ft. Alston double geared Self-oiling Windmill on 4-Post galvanised tower, complete with pump piping and fittings complete, and 2 only squatters type 5,000 gallon tanks complete as per Items 1, 2, 3 (a) and 4	Public Works	£177 15s. 2d.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
211/49	1949. June 24	White Rock Quarries	104A, 1949	1,300 cubic yards of Fine Grained Granite Screenings for the Northam District, as follows :— Items 1 to 3 Items 4 to 6 Item 7—Cartage 	Main Roads	33s. 9d. per c. yd. 25s. per c. yd. Rates tendered
306/49	June 17	Forwood Down (W.A.) Pty., Ltd.	137A, 1949	Fabrication, Rust Proofing, Delivery and Erection of 8 only Suspension Towers for the State Electricity Commission, as per Schedule	State Electricity Commission	£28,432.
430/49	July 18	.....	192A, 1949	Electric Lamps for Railway and Tramways Departments as follows :— Items 1 to 39 (inclusive). Items 40 to 84 (inclusive).	Railways	Rates tendered.
469/49	do.	British General Electric Co., Ltd. Phillips Electrical Industries of Australia Pty., Ltd. Atkins (W.A.), Ltd. ....	..... ..... 164A, 1949	Copper Conductor for the State Electricity Commission, delivered to State Electricity Commission, Murray Street, Perth, as follows :— Item 1 Item 2 Item 3 Item 4 Item 5 Item 6 Item 7 Item 8 Item 9 Item 10 	State Electricity Commission	22·4d. per lb. 22·2d. per lb. 22·3d. per lb. 22·4d. per lb. £154 9s. 9d. per 1,000 yds. £94 8s. 9d. per 1,000 yds. £54 18s. per 1,000 yds. £35 9s. 6d. per 1,000 yds. £18 10s. 3d. per 1,000 yds. £13 5s. 3d. per 1,000 yds.
280/49	July 15	.....	123A, 1949	1 only "Town" 3 ft. 6 in. All-Electric Radial High-Speed Sensitive Radial Drilling, Tapping, and Studding Machine, as follows :— Item 1 Item 3—2 only Transformers	Fremantle Harbour Trust	£760. Approx. £154 10s. each.
1012/48	do.	McPhersons, Ltd. Johnson & Phillips, Ltd. Australian General Electric Pty., Ltd.	..... ..... 506A, 1948	D.C. Switchboard and Distribution Equipment, as per Schedule	State Electricity Commission	£12,350.
371/49	July 18	Westfarmers Tutt-Bryant Pty., Ltd.	170A, 1949	1 only "General Motors" Diesel Marine Engine, delivered to the Rocky Bay Shipyards, W.A., as per Item 1	Fisheries	£2,457 10s.
489/49	July 15	Stewarts and Lloyds (Aust.) Pty., Ltd.	223A, 1949	8 in. and 6 in. diameter Flanged Reflux Valves, as follows :— Item 1 Item 2 ....	.....	£29 8s. 6d. each. £18 12s. each.
515/49	do.	J. E. Hall	234A, 1949	Purchase and Removal of Pumping Machinery at Attadale, as per Items 1, 2 and 3	Metropolitan Water Supply	£50.
482/49	do.	L. H. Kent	220A, 1949	Cartage of Stores for the Department of Native Affairs from Derby to Fitzroy Crossing as required, during the period from 1st July, 1949, to 30th June, 1950, as per Item 1	.....	£6 10s. per ton.
538/49	do.	Joseph Watson	257A, 1949	Purchase and Removal of wreck of 1933 model Singer Sedan Car in Webster's Garage, Cr. Walcott and William Streets, Mt. Lawley, as per Item 1	S.I.O.	£88.
433/49	do.	Aborigines Rescue Mission	190A, 1949	Cartage of Stores from Meekatharra to the Aborigines Rescue Mission, Jigalong, as required during the period from 1st July, 1949, to 30th June, 1950, as follows :— Item 1 (a)—Consignments up to 2 tons Item 1 (b)—Consignments 2 to 3 tons Item 1 (c)—Consignments 3 to 4 tons	.....	£17 per ton. £15 per ton. £14 per ton.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.
Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
542/49	1949. do.	B. C. Jones	250A, 1949	200 Cords of Firewood in 5 ft. lengths for Kalgoorlie Abattoirs, as per Item 1	....	34s. per ton.
535/49	do.	Sheridan's Engraving & Metal Stamping Co.	246A, 1949	500 only Registration Certificate Holders for Horse Drawn Vehicles, complete with screws, as per Item 1, as follows :— Holders Brass Wood Screws .....	....	1s. 3d. each. 4s. per gross. Sales Tax 10 per cent. extra.
552/49	do.	....	249A, 1949	Bread for Government Institutions, etc., as required during the period from 1st August, 1949, to 31st July, 1950, as per Item 1, as follows :— Claremont. Fremantle. Old Women's Home, Guildford. Heathcote Reception Home. Perth.	....	Rates on application.
		H. C. Moore Pty., Ltd. Mitchell & Son Robinson & Smith Alex Burnett Brown & Burns	.... .... .... .... ....		

Tenders for Government Supplies.

Date of Advertising	Schedule No.	Supplies required.	Date of Closing.
1949.			1949.
July 19	289A, 1949	30,000 tons of Best Quality Screened Large Gas Coal, suitable for Woodall Duckham Vertical Retort	July 27
June 28	259A, 1949	10 in. and 12 in. Sluice Valves and 10 in. Reflux Valves	July 28
June 16	240A, 1949	Laboratory Equipment for S.E.C.	Extended to July 28
June 28	261A, 1949	Alternator Set for Fremantle Prison	July 28
June 30	264A, 1949	Cast Iron Sluice and Reflux Valves for Kellerberrin Water Supply	July 28
July 5	265A, 1949	Operating Table for K.E.M.H.	July 28
July 6	269A, 1949	Wall Type Dishwasher for O.M.H.	July 28
July 11	275A, 1949	Firewood for No. 7 Pumping Station, Gilgai	July 28
July 12	277A, 1949	Survey Instruments for Public Works Department	July 28
July 14	282A, 1949	Uniforms for Fremantle Harbour Trust	July 28
July 19	285A, 1949	Uniforms for Claremont Mental Hospital	July 28
July 19	287A, 1949	Clothes Lockers—recalled	July 28
June 28	260A, 1949	Mild Steel Plate	Extended to July 28
July 7	274A, 1949	Structural Steel Trusses for Midland Junction Abattoirs	Aug. 4
July 12	279A, 1949	Lathe and Power Hacksaw for Midland Junction Abattoirs	Aug. 4
July 14	280A, 1949	Single Roll Vacuum Type Ironer for Princess Margaret Hospital	Aug. 4
July 14	281A, 1949	Lubricating Oil for Diesel Engines	Aug. 4
June 9	227A, 1949	Cotton Waste for Railway Department	Aug. 4
July 21	292A, 1949	Motor Spares for period of nine months	Aug. 11
July 19	288A, 1949	Firewood for No. 6 Pumping Station	Aug. 11
July 19	286A, 1949	Fan Units for Perth Technical College	Aug. 11
July 21	109A, 1949	Provisions (Groceries, etc.) for Government Institutions for six months	Aug. 11
July 19	284A, 1949	Sluice Valves and Reflux Valves	Aug. 18
July 21	290A, 1949	Star Steel Fencing Posts	Aug. 18
July 7	273A, 1949	Machine Tools and Equipment (Steam Cleaners, Drilling Machines, 8.1/2 Lathe, Grinders, Air Compressor Units, 60 ton Hydraulic Press, Diesel Alternators, Diesel Welders and Motor Vehicle Workshop Tools)	Aug. 18
July 12	278A, 1949	Outdoor Metering Equipment for State Electricity Commission	Aug. 25
July 5	266A, 1949	Steel Rails and Fishplates for Railway Department	Aug. 25
April 7	129A, 1949	Furnace Charger for Midland Junction Workshops	Extended to Sept. 1
For Sale by Tender.			
July 14	283A, 1949	2000-gallon Corrugated Galvanised Iron Water Tanks	July 28

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the abovementioned 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.

21st July, 1949.

A. H. TELFER,
Chairman.

ERRATUM.

Department of Agriculture,
Perth, 19th July, 1949.

Delete the words "and three-eighths of a penny in the pound on the unimproved capital value of land held under pastoral lease" appearing in lines 9, 10 and 11 of the Notice headed Vermin Act, 1918 (as amended) on page 1436 of the *Government Gazette*, dated 8th July, 1949.

G. B. WOOD,
Minister for Agriculture.

A. McK. CLARK,
Acting Director of Agriculture.

MARKETING OF POTATOES ACT, 1946.**Election Notice.**

Western Australian Potato Marketing Board.

Notice to all Commercial Producers of Potatoes.

IN pursuance of the Marketing of Potatoes Act, 1946, sections 8 and 43, regulations 1 to 26, it is the intention of the Board to hold an election to fill a vacancy caused by the effluxion of time on 15th September, 1949, of the term of office of an elective member of the Board.

The date fixed for the election is 21st September, 1949, closing at 12 noon on such date.

Nominations in the prescribed form and signed by the candidate himself and also by a proposer and seconder all of whom must be persons enrolled on the electoral roll to be used at the election must be sent to the Returning Officer, care Box 868, G.P.O., Perth, or delivered to 1st Floor, Pastoral House, St. George's Terrace, so as to be in his hands not later than 12 noon on Wednesday, 10th August, 1949.

Nomination Forms will be available upon application to the Returning Officer.

Dated this 14th day of July, 1949.

B. H. BURVILL,
Returning Officer.

Form No. 7.

MARKETING OF EGGS ACT, 1945.
(Regulation 19 (1))

Certificate by Returning Officer of Result of an Election.

I, CYRIL ROBERT LEWIS GIBSON, being the Returning Officer duly appointed under and for the purpose of the regulations made under the Marketing of Eggs Act, 1945, do hereby certify as follows:—

(1) That in accordance with the said regulations I have held an election, which closed at 12 o'clock on the 7th day of July, 1949, for the election of one person as the elective member of the Western Australian Egg Marketing Board under section 7 (3) (c) of the said Act.

(2) That the candidates at such election were:—Wilfred Stanislaus Caswell, John James Ellis, William Lockier Hoops and Ernest Lovegrove.

(3) That the voting resulted as follows:—

(1) On the first count—Caswell 49, Ellis 153, Hoops 64 and Lovegrove 90. Total 356.

(2) On the second count—Ellis 172, Hoops 77 and Lovegrove 107. Total 356.

(3) On the final count—Ellis 209 and Lovegrove 147. Total 356.

(4) That as the result of the said voting the said John James Ellis was duly elected as the person to be the elective member as aforesaid.

(5) That I duly declare the said John James Ellis to have been duly elected as the elective member as aforesaid on the 7th day of July, 1949.

(6) As the result of the said election the said John James Ellis is now the elective member as required by the said Act for appointment by the Governor as a member of the said Board.

(7) That the following is a statistical return of the voting at the said election:—

Total number of electors on roll—492.

Number of electors who voted—358.

Number of formal votes counted—356.

Number of votes rejected—

(a) for informality of ballot paper—2;

(b) received after close of poll—12.

Total 14.

Dated the 8th day of July, 1949.

C. R. GIBSON,
Returning Officer.

MILK ACT, 1946-1948.

Department of Agriculture,
Perth, 20th July, 1949.

HIS Excellency the Governor in Executive Council, acting pursuant to the powers conferred by section 76 of the Milk Act, 1946-1948, has been pleased to approve of the regulations made by the Minister for Agriculture under and for the purposes of the said Act as set forth in the Schedule hereunder.

A. McK. CLARK,
Acting Director of Agriculture.

Schedule.

1. These regulations may be cited as the Milk Act, 1946-1948, Regulations No. 7, and shall be read as one with the Milk Act, 1946 Regulations No. 1, as published in the *Government Gazette* on the 21st February, 1947, and numbered 1-11 inclusive, and the Milk Act, 1946, Regulations No. 2, as published in the *Government Gazette* on the 18th July, 1947, and numbered 12-33, inclusive, as amended and published in the *Government Gazette* on the 28th November, 1947, and the Milk Act, 1946, Regulations No. 3, as published in the *Government Gazette* on the 12th December, 1947, and numbered 34-60, inclusive, and the Milk Act, 1946-1947, Regulations No. 4, as published in the *Government Gazette* on the 15th October, 1948, and numbered 61-64, inclusive, and the Milk Act, 1946-1948, Regulations No. 5, as published in the *Government Gazette* on the 18th March, 1949, and the Milk Act, 1946-1948, Regulations No. 6, as published in the *Government Gazette* on the 3rd June, 1949.

2. Insert before Part I. of the Milk Act Regulations, 1946, Regulation No. 1 as published in the *Government Gazette* on the 21st February, 1947, the following Part which is to stand as Part AI.

PART AI.**Interpretation.**

AI. In these Regulations, the terms specified hereunder shall bear the meaning defined, unless the context indicates otherwise:—

"Act" means the Milk Act, 1946-1948.

"Regulation" means any Regulation made under, and for the purpose of, the Milk Act, 1946-1948.

"Board" means The Milk Board of Western Australia.

"Chairman" means the Chairman of The Milk Board of Western Australia.
 "Secretary" means the Secretary of The Milk Board of Western Australia.
 "Inspector" means an Inspector appointed or acting under the authority of the Milk Act, 1946-1948.
 "Dairyman" means the holder of a Dairyman's License issued by the Board.
 "Milk Vendor" means the holder of a Milk Vendor's License issued by the Board.

"Dairy," means the premises described in a dairyman's license.

"Treatment Plant" means the premises described in a Treatment License.

3. The whole of the Metropolitan Milk Act, 1932-1944, Regulations and all Schedules thereto, as in force immediately prior to the commencement of the Milk Act, 1946 are hereby repealed and the following regulations and Schedules are inserted in lieu thereof.

PART VII.

The Functions, Authorities and Duties of Inspectors.

65. Any Inspector appointed under the Act may at any time enter the premises of any person holding a license thereunder, or the premises of any person who is reasonably supposed to be carrying on business without a license in contravention of the Act.

66. The authorities and duties of Inspectors shall be—

- (a) to inspect and report on the health of the animals in the possession of dairymen licensed under the Act;
- (b) to inspect and report on the premises, plant, machinery, appliances, containers, vehicles and other things used or reputed to be used in connection with the production, transport, treatment, supply, sale and distribution of milk;
- (c) to give special attention to the condition of cleanliness in all of the operations performed at any dairy, Treatment Plant or milk store inspected by them;
- (d) to inspect and report on the methods used in the transport of milk;
- (e) to perform such other duties not inconsistent with the terms of the Act and the Regulations as the Board may deem necessary or advisable for ensuring the carrying out of the terms of the Act.

67. Any Inspector may at any time examine and take samples of any milk or cream or any chemical or other substance or article used or likely to be used in connection with the production, sale, distribution or treatment of milk or cream and submit any sample to an analyst.

68. Any Inspector may at any time take samples of milk or cream, or of any water or fodder or of any materials used in connection with the production, treatment, sale or distribution of milk or cream.

69. Any inspector may request the driver or person in charge of any vehicle on which the Inspector reasonably suspects there is any milk or cream—

- (a) if the vehicle is in motion, to stop the vehicle;
- (b) to keep the vehicle stationary for such time and in such place as an Inspector may reasonably require; and the driver or person in charge as aforesaid shall comply with every such request.

70. Any Inspector may stop and enter any vehicle used for the transport distribution or delivery of milk to or in any Dairy Area and examine and take samples of any milk or cream thereon whether such milk or cream is in a sealed container or otherwise.

71. If the driver or person in charge of any vehicle fails to comply with a request of any Inspector under these regulations he shall be guilty of an offence against these Regulations.

PART VIII.

Records and Returns.

72. Every person holding a license under the Act shall, as and when required by the Board or its chairman—

- (a) furnish to the Board such returns as the Board may require relating to the production, receipt, purchase, delivery, treatment, or sale of milk handled by such person;
- (b) permit the Board to have access to and make extracts from all books, documents, and records relating thereto.

73. Every dairyman shall keep complete records indicating the quantity of milk supplied, sold and distributed on every day by him to milk vendors carrying on business in any Dairy Area, and to consumers in any Dairy Area.

74. Every milk vendor shall keep complete records indicating the quantity of milk purchased and received by him on every day from dairymen, and the quantity of milk supplied, sold and distributed by him on every day to consumers in any Dairy Area. Such records shall also disclose the names and addresses of the persons from whom he acquired the milk so supplied or distributed.

75. Every holder of a license or licenses under the Act shall keep and maintain complete records from day to day—

- (a) of the quantities of milk and cream produced, purchased, sold and/or treated by him;
- (b) of the names and addresses of persons to whom milk and cream is sold by him and the quantities sold to each person and of persons for whom milk and cream is treated by him and the quantities treated for each person;
- (c) of the amounts received or charged in account by him in respect of every sale and/or treatment of milk and cream; and
- (d) of the gross proceeds derived by him from the carrying on of his business in the exercise of his license or licenses.

76. On or before the tenth day of every calendar month, every holder of a license or licenses under the Act shall deliver to the Board at its office a return in writing on a form provided by the Board and signed by the licensee, showing separately:—

- (a) the quantity of milk and the quantity of cream produced, purchased, sold, and/or treated by him during the immediately preceding calendar month;
- (b) the gross proceeds derived by him in respect of the milk and cream sold by him during the immediately preceding calendar month;
- (c) the gross proceeds derived by him in respect of the milk and cream treated by him during the immediately preceding calendar month;
- (d) the gross proceeds derived by him during the immediately preceding calendar month from the carrying on of his business in the exercise of his license or licenses;
- (e) any other particulars which the Board may require relating to milk and cream produced, purchased, sold and/or treated by him during the immediately preceding calendar month.

77. If any licensee fails or neglects to furnish any monthly returns as required by Regulation 76 or if any such return, when furnished, appears to the Board to be incorrect, any Inspector may at all reasonable times enter the premises whereon or wherefrom the licensee conducts his business and inspect his books and other records and obtain the particulars mentioned in Regulation 76. The licensee shall make available to such Inspector on such premises all his books and other records.

78. No licensee shall make or allow to be made any entry in his books or other records, or deliver or allow to be delivered to the Board, any return which is false in any material particular.

PART IX.

Penalties.

79. (a) Every person who by act or omission commits a breach of any of the Regulations for the time being in force under "The Milk Act, 1946-1948," commits an offence and is liable to a penalty not exceeding fifty pounds and not less than two pounds.

(b) Any person convicted of a breach of any of the Regulations for the time being in force under "The Milk Act, 1946-1948," who after conviction continues by act or omission to commit the breach for which he was convicted shall be liable to a daily penalty not exceeding two pounds for every day on which he continues to commit such breach after such conviction.

80. Every person who obstructs or interferes with any Inspector in the execution of his duties under any of the Regulations for the time being in force under "The Milk Act, 1946-1948," commits an offence and is liable to a penalty not exceeding fifty pounds.

PART X.

Serving of Notices and Orders.

81. The giving or serving of a notice, order, demand or requirements by the Board may be effected by the giving or serving of such notice, order, demand or requirements in the name of the Board by the Chairman, Secretary or by any Inspector or any person authorised by the Board in that behalf in the manner hereinafter prescribed.

82. Any such notice, order, demand or requirements required or authorised to be given or served under the Milk Act, 1946-1948, may be given or served—

- (a) by delivering the same or a true copy thereof to the person to whom it is directed or at his residence or premises, or
- (b) where directed to the owner or occupier of premises used for or in connection with the business of a dairyman or milk vendor or the holder of a Treatment License by delivering the same or a true copy thereof to some person on the premises apparently in charge thereof or if there is no person on the premises to whom it can be delivered by fixing the same or a true copy thereof on some conspicuous part of such premises, or
- (c) by post.

83. Such order, notice, demand or requirements may be in the form of a letter signed by or in the name of the Chairman, Secretary or in or to the effect of Form No. 27 in the Fifth Schedule to these Regulations signed by any person authorised by the Board to give or serve any such notice, order, demand or requirements on its behalf.

PART XI.

Examination and Rejection of Milk.

84. The Board, or any Inspector may reject for human consumption any milk which is not, or is believed not to be fresh, clean and wholesome or which is adulterated, or any milk which has been supplied, forwarded, or stored in any insanitary, unclean or rusty container.

85. If an Inspector is satisfied that any milk or cream inspected by him is unfit for human food, he may add thereto sufficient methyl violet or tannate of iron to render it unsaleable for human consumption, but not necessarily unfit for use as a food for animals.

86. Any person who uses, sells, exposes for sale, offers for sale, or has in his possession with intent to sell for human consumption as milk, any milk which has been rejected for this purpose by the Board or any Inspector, shall be guilty of an offence against these Regulations.

87. Every holder of a Treatment License and every holder of a Milk Vendor's License shall subject all milk received from dairymen to a complete physical examination on receipt at his premises.

88. All sour, excessively off-flavoured, adulterated, watered, impure, contaminated or unwholesome milk, or milk which is delivered in insanitary, unclean, or rusty containers, shall not be accepted for consumption or use as milk.

89. Milk not accepted for human consumption as milk shall be returned without delay by the holder of the Treatment License or Milk Vendor's License to the dairyman by whom it was forwarded.

90. The holder of a Milk Treatment License or Milk Vendor's License shall affix a tag on which shall be stated the reason for such rejection to each can containing milk rejected by him.

91. Every holder of a Treatment License and every holder of a Milk Vendor's License who receives milk from dairymen shall cause sediment tests of each dairyman's milk to be taken at least once during every week, and shall keep a record from day to day of the quantity of milk rejected for human consumption and the name and address of the dairyman whose milk was rejected. He shall produce such records to any Inspector when requested so to do.

92. The Board may condemn and prohibit the use in relation to the production, treatment, carriage, sale or distribution of milk, any vehicle, plant, machinery or container used or reputed to be used for any of the aforesaid purposes.

93. Any Inspector may prohibit the use in relation to the production, treatment, carriage, sale or distribution of milk, any vehicle, plant, machinery, container used or reputed to be used for any of the aforesaid purposes.

94. Where the Board has condemned any vehicle, plant, machinery, container as aforesaid the Board or any Inspector may place thereon a mark that such vehicle, plant, machinery, container as aforesaid has been condemned.

95. Any person who, without the previous consent in writing of the Board or an Inspector uses in connection with milk any vehicle, plant, machinery, container condemned or prohibited under these regulations by the Board or by any Inspector shall be guilty of an offence against these Regulations.

PART XII.

Contributions Towards the Expenditure of the Board.

96. In this part of the Regulations the term "year of assessment" shall mean the year during which a license issued by the Board to a licensee is in force.

97. In or prior to every year of assessment the Board shall—

- (a) prepare an estimate of the expenditure to be incurred by it during the year of assessment in the administration of the Act and in carrying out its duties and functions, and an estimate of the income available to meet such expenditure which it anticipates that it will derive from sources other than contributions from licensees under this Part of the Regulations, and shall deduct the amount thereof from the estimated expenditure. The balance remaining shall be the expenditure towards which the Board may collect contributions from licensees under section 40, subsection (1) of the Milk Act, 1946-1948.
- (b) determine the sum which every licensee shall contribute towards the expenditure aforesaid, by fixing the amount which he shall pay to the Board in respect of every 5s. of the gross proceeds derived by him during the year of assessment from the carrying on of his business in the exercise of his license or licenses.

98. (1) The Board may fix uniform amounts to be paid to the Board by members of each of the following classes of licenses in respect of every 5s. of the gross proceeds derived by them during the year of assessment from the carrying on of their business in the exercise of their licenses:—

- (a) Dairymen who do not hold any license from the Board other than a Dairyman's License;
- (b) Dairymen who hold a Milk Vendor's License as well as a Dairyman's License but no other license from the Board;
- (c) Dairymen who hold a Treatment License as well as a Dairyman's License but no other license from the Board;
- (d) Dairymen who hold a Milk Vendor's License and a Treatment License as well as a Dairyman's License;
- (e) Milk Vendors who do not hold any license from the Board other than a Milk Vendor's License;
- (f) Milk Vendors who hold a Treatment License as well as a Milk Vendor's License but no other license from the Board;
- (g) Persons holding a Treatment License who do not hold any other license from the Board.

(2) The amount fixed as provided in this Regulation for payment to the Board by licensees who are members of one class may be different from the amount fixed for payment by licensees who are members of another class.

(3) The amounts fixed for payment to the Board by licensees who are members of any of the above classes in respect of every five shillings of the gross proceeds derived by them during the year of assessment from selling milk and cream produced by themselves may be different from the amounts fixed for payment by such licensees in respect of every five shillings of the gross proceeds derived by them during the year of assessment from selling milk and cream which they have not themselves produced.

99. The amounts fixed by the Board under Regulations 97 and 98 shall not exceed 1½d. in respect of every 5s. of the gross proceeds derived by a licensee during the year of assessment from the carrying on of his business in the exercise of his license or licenses.

100. As soon as practicable after the amounts mentioned in Regulations 97 and 98 have been fixed, the Board shall publish a table of such amounts in the Government Gazette.

101. If any licensee proves to the satisfaction of the Board that he follows a different method or practice in carrying on his business from the methods or practices generally followed by other licensees carrying on the same class of business and that in consequence thereof the sum which he is required to contribute towards the expendi-

ture mentioned in Regulation 97 is unfair or excessive, the Board may grant to such licensee in respect of contributions already paid or in respect of contributions to be paid by him in the year of assessment in accordance with the amounts fixed by the Board under these Regulations, and applicable to such licensee, a rebate of such amounts as the Board may recommend and the Minister may approve.

102. At or within ten days after the end of every calendar month of the year of assessment, every licensee shall pay to the Board an instalment on account of his total contribution for that year. Such instalment shall be computed at the appropriate amount in respect of every 5s. of the gross proceeds derived by the licensee from the carrying on of his business in the exercise of his license or licenses during that month.

103. Nothing in Regulations 97 to 102 inclusive, shall affect the holder of any Milk Vendor's license, who sells milk by retail to consumers in a shop occupied by him as a shop and who has complied with the provisions of section 41 of the Act.

PART XIII.

Sale and Transport of Milk.

104. The Board may from time to time fix the minimum prices per gallon for milk and cream supplied in accordance with the provisions of section 26 of the Act.

105. As soon as practicable after the minimum price or prices have been fixed as aforesaid, the Board shall publish the same in the *Government Gazette*.

106. The minimum price to be paid by milk vendors to dairymen for milk supplied other than cream shall be the price fixed by the Board as aforesaid.

107. The minimum price to be paid by milk vendors to dairymen for cream supplied shall be the price fixed by the Board as aforesaid.

108. No dairyman shall sell and no milk vendor shall purchase milk or cream wholesale at prices which are less than the minimum prices fixed by the Board as aforesaid.

109. Forthwith after receiving any milk or cream, a milk vendor shall give notice in writing to the dairyman or intermediary if any from whom he receives it, stating the quantity thereof accepted by him as milk or cream, and also stating whether the remainder of the milk or cream has been rejected by him or accepted as butterfat, or for any and what other purpose. The said notice shall be served at the place of business of the dairyman or intermediary if any or posted in time to enable him to receive the same not later than the day on which he receives the empty cans which contained the said milk or cream.

110. A milk vendor shall pay the price of milk and cream purchased by him (less permitted deductions for rail freight and road transport as provided in Regulation 112) at the following times:—

- (a) as to milk and cream purchased between the first and fifteenth days inclusive of any month, payment shall be made on or within four days after the fifteenth day of that month;
- (b) as to milk and cream purchased between the sixteenth and last days inclusive of any month, payment shall be made on or within four days after the last day of that month.

111. (1) Every milk can shall be labelled to the satisfaction of the Board with the name and address of the dairyman to whom it belongs.

(2) No dairyman shall deliver milk to a milk vendor except in milk cans which are his own property or the property of the milk vendor to whom he delivers the same.

(3) Upon receiving milk in a milk can belonging to a dairyman, a milk vendor shall promptly empty and thoroughly cleanse the can and forthwith return it to the owner thereof, or to the intermediary if any from whom he received it.

112. (1) In this regulation the words "Siding of origin" mean the railway siding in a Dairy Area from which milk is consigned to a railway station in a Dairy Area, and the word "Destination" means the railway station in a Dairy Area to which the milk is consigned.

(2) A milk vendor shall be entitled to deduct from the amount chargeable against him by a dairyman for any quantity of milk or cream sold to him by the dairyman, such a sum as shall be equivalent to the actual rail freight paid on the said milk or cream from the siding of origin to the destination, and such road transport charges as are permitted by these Regulations to be charged.

(3) The Board may from time to time fix the maximum charge to be made against dairymen for road transport of milk and cream from a milk store or Treatment Plant in the country to the siding of origin. The charge fixed as aforesaid shall include the charge for returning the empty can from siding of origin to milk store or Treatment Plant.

(4) The Board may from time to time fix the maximum charge to be made against dairymen for road transport of milk and cream from destination to milk store or Treatment Plant in a Dairy Area. The charge fixed as aforesaid shall include the charge for cleaning and returning the empty can to the destination.

(5) The Board may from time to time fix the maximum charge to be made against milk vendors for road transport of milk from milk store or Treatment Plant outside the Metropolitan Area to milk store or Treatment Plant in the Metropolitan Area. The charge fixed as aforesaid shall include the charge for cleaning and returning the empty can to the milk store or Treatment Plant outside the Metropolitan Area.

(6) The Board may from time to time fix the maximum charge to be made against dairymen for road transport of milk and cream from dairy to milk store. Such charge shall include the charge for cleaning and returning the empty can to the dairy.

(7) As soon as practicable after fixing maximum charges as aforesaid, the Board shall publish notice of same in the *Government Gazette*, and such charges shall take effect as from and including the date of such publication or from such later date as may be specified in the notice.

(8) Milk may be transported by:—

- (a) the Commissioner of Railways.
- (b) a licensed dairyman provided that it is milk produced by himself.

- (c) a licensed milk vendor provided that it is milk purchased by himself.
- (d) a holder of a Treatment License.
- (e) any person who has obtained a certificate from the Board that the vehicle and other facilities provided by him are suitable for the transport of milk.

(9) No person other than the persons mentioned in paragraph (8) of this Regulation shall transport milk.

(10) (a) Unless otherwise provided in these Regulations, no milk vendor shall make charges against any dairyman, excepting for the services aforesaid, nor make charges in excess of the maximum charges fixed by the Board as aforesaid.

(b) No other person shall make charges against any dairyman for the road transport of milk or cream in excess of the maximum charges fixed by the Board as aforesaid.

113. Regulations Nos. 104 to 112, inclusive, shall not apply to a transaction where the dairyman or milk vendor concerned proves to the satisfaction of the Board or any Court that the milk or cream sold or purchased by him was neither intended for resale nor resold for consumption or use as milk or cream in a Dairy Area.

114. Every person who desires to obtain a certificate from the Board that his vehicles and other facilities are suitable for the transport of milk shall make application in writing to the Board for such certificate.

115. The Board may at any time cancel any certificate granted to any person under and for the purpose of these Regulations.

116. Any person engaged in the transport of milk shall submit his vehicles for inspection at any time or place when required by the Board.

117. Every person engaged in the transport of milk shall keep complete records from day to day:—

- (a) of the names and addresses of all persons whose milk is transported by him;
- (b) of the quantity of milk transported for each person;
- (c) of the amount of milk delivered to each person and from whom such milk was obtained.

118. Every person engaged in the transport of milk shall on each day give to each dairyman from whom milk is obtained for transport a receipt stating the number of milk and cream cans received for transport and the date, time and place that such cans were received and to whom they were intended to be delivered.

119. Any person who places or transports on any vehicle used for the transport of milk any carcass, livestock, article or commodity other than milk or cream or other than any utensil used or intended to be used for the transport of milk or cream without the approval of the Board first had and obtained commits an offence against these Regulations.

120. The Board may from time to time fix the maximum price or prices which may be charged for milk other than cream sold by milk vendors to other milk vendors: Provided that a different maximum price or prices may be fixed—

- (a) in respect of milk other than cream sold in different Dairy Areas or parts thereof; and
- (b) according to differences in grade, quality, description or quantity or place of delivery.

Separate prices may be fixed for milk other than cream which is sold in bottles or other containers provided by the milk vendor who sells the milk to the other milk vendor.

121. The Board may from time to time fix the maximum price or prices which may be charged for cream sold by milk vendors to other milk vendors; Provided that a different maximum price or prices may be fixed—

- (a) in respect of cream sold in different Dairy Areas or parts thereof; and
- (b) according to differences in grade, quality, description or quantity or place of delivery.

Separate prices may be fixed for cream which is sold in bottles or other containers provided by the milk vendor who sells the cream to the other milk vendor.

122. As soon as practicable after fixing prices as aforesaid, the Board shall publish notice of the same in the *Government Gazette*, and such prices shall take effect as from and including the date of such publication or from such later date as may be specified in the notice.

123. No milk vendor shall sell milk or cream to any other milk vendor at prices which are in excess of the maximum prices fixed by the Board as aforesaid.

124. The Board may from time to time fix the maximum price or prices at which milk other than cream may be sold by retail in any Dairy Area: Provided that a different maximum price or prices may be fixed—

- (a) in respect of milk other than cream delivered or sold in different Dairy Areas or parts thereof; and
- (b) according to differences in grade, quality, description or quantity.

Separate prices may be fixed for milk which is delivered in bottles or other containers provided by the milk vendor and for milk which is not so delivered.

125. The Board may from time to time fix the maximum price or prices at which cream may be sold by retail in any Dairy Area: Provided that a different maximum price or prices may be fixed—

- (a) in respect of cream delivered or sold in different Dairy Areas or parts thereof; and
- (b) according to differences in grade, quality, description or quantity.

Separate prices may be fixed for cream which is delivered in bottles or other containers provided by the milk vendor and for cream which is not so delivered.

126. As soon as practicable after fixing prices as aforesaid, the Board shall publish notice of the same in the *Government Gazette*, and such prices shall take effect as from and including the date of such publication or from such later date as may be specified in the Notice.

127. The Board may from time to time fix the maximum rate or rates which may be charged by any person for any particular services connected with the treatment of milk: Provided that a different rate or rates may be fixed for milk treated in different Dairy Areas or parts thereof.

128. As soon as practicable after fixing the maximum rate or rates as aforesaid, the Board shall publish notice of the same in the *Government Gazette* and such rates shall take effect as from the date of such publication or from such later date as may be fixed in the Notice.

129. No person shall make charges against any other person for any particular services connected with the treatment of milk in excess of the maximum rate or rates fixed by the Board as aforesaid.

PART XIV.

Contracts.

130. (a) All milk supplied or sold by dairymen to milk vendors shall be supplied and/or sold under and by virtue of the provisions of a contract in writing between the parties concerned;

(b) every dairyman shall apply to the Board for its approval of all contracts in which he is interested before executing the same, and not less than seven days before commencing to deliver milk thereunder respectively.

131. No dairyman shall supply or sell any milk to any milk vendor, and no milk vendor shall accept delivery of or purchase any milk from any dairyman, except in pursuance of a contract in writing approved by the Board as aforesaid, or with the consent in writing of the Board.

132. Regulations 130 and 131 shall not apply to a transaction if the dairyman or milk vendor concerned proves to the satisfaction of the Board or of any Court that the milk sold or purchased by him was neither intended for resale nor resold for consumption as milk.

PART XV.

Limitation of Sales.

133. Subject to Regulations 134-138 inclusive, the Board may fix the maximum daily quantity of milk of his own production which may be supplied or sold by any dairyman holding the appropriate license or licenses—

- (a) to milk vendors for consumption or use in the metropolitan area, and/or
- (b) to consumers in the metropolitan area.

134. (a) Except as provided in paragraphs (b) and (d) of this regulation, maximum daily quantity of each dairyman shall be the maximum daily quantity fixed for him under Regulation 93 of the Metropolitan Milk Act Regulations and in force at the time of the coming into force of these Regulations.

(b) The maximum daily quantity for any dairyman who sells any portion of his business as a dairyman after the coming into force of these Regulations shall be fixed by and at the discretion of the Board.

(c) Any dairyman who sells portion of his dairying business shall advise the Board in writing of the name of the dairyman who acquired such portion of his dairying business, and the portion so acquired. The Board may then reduce the maximum daily quantity fixed for the dairyman who sells portion of his dairying business by an amount corresponding to the portion sold by such dairyman.

(d) The maximum daily quantity for any dairyman who purchases any portion of another dairyman's business after the coming into force of these Regulations shall be fixed by and at the discretion of the Board.

(e) Any dairyman who purchases any portion of another dairyman's business shall advise the Board in writing of the name of the dairyman from whom he purchased portion of his dairying business and the quantity represented by such portion.

135. Having fixed maximum daily quantities as aforesaid, the Board shall give notice by registered post to each dairyman stating the maximum daily quantity of milk of his own production which may be supplied or sold by him to milk vendors for consumption or use in the metropolitan area and/or consumers in the metropolitan area if he holds the appropriate licenses.

136. If any dairyman considers that the maximum daily quantity mentioned in the notice given to him as aforesaid is less than the minimum prescribed in Regulation 134, he may within 14 days after receiving such notice, produce evidence to the Board establishing that he is entitled under Regulation 134 to supply or sell a greater daily quantity of milk of his own production than the quantity fixed as aforesaid, and the Board, if satisfied that such evidence is correct, shall increase the maximum daily quantity which he may supply or sell as aforesaid so as to conform with Regulation 134.

137. From time to time and at any time after fixing maximum daily quantities as aforesaid, the Board may reduce the same.

138. From time to time and at any time after fixing maximum daily quantities as aforesaid, the Board may increase the same if satisfied that the requirements of milk vendors or consumers in the metropolitan area warrant such increase.

139. If and whenever maximum daily quantities are increased as aforesaid, the Board shall give notice by registered post to each dairyman concerned, stating the maximum daily quantity of milk of his own production which may be supplied or sold by him to milk vendors for consumption or use in the metropolitan area and/or consumers in the metropolitan area from and after the date specified in such notice, if he holds the appropriate licenses.

140. No dairyman shall, on any day supply or sell to milk vendors for consumption or use in the metropolitan area and/or consumers in the metropolitan area any quantity of milk of his own production greater than the maximum daily quantity fixed as aforesaid in relation to his business.

141. No dairyman who is not also a licensed milk vendor shall supply or sell to any milk vendor any quantity of milk produced by any person other than himself.

142. (1) The Board may at any time, and from time to time, if satisfied that the requirements of milk vendors or of consumers in the metropolitan area so warrant, invite by advertisement in a daily newspaper circulating in any Dairy Area applications

from licensed dairymen in that Dairy Area for permission to sell to milk vendors for consumption or use in the metropolitan area and/or to consumers in the metropolitan area milk of his own production in excess of his maximum daily quantity.

(2) Such advertisement shall fix a date, being not less than fourteen days from the date of the first advertisement within which such applications shall be lodged with the Board. Such applications shall be in such form and contain such information as the Board may require and in particular shall state:—

(a) The minimum daily quantity of milk of his own production in excess of his maximum daily quantity the applicant will have available for sale to milk vendors for consumption or use in the metropolitan area and/or consumers in the metropolitan area during any period or periods specified in such advertisement.

(b) The daily quantity of milk which the applicant desires permission to sell to milk vendors for consumption or use in the metropolitan area and/or to consumers in the metropolitan area in excess of his maximum daily quantity.

(3) After consideration of the applications received in respect of any advertisement the Board may in its discretion grant to any applicant permission in writing to sell daily to milk vendors for consumption or use in the metropolitan area and/or to consumers in the metropolitan area such quantity of milk of his own production in excess of his maximum daily quantity as the Board may think fit.

(4) Notwithstanding the provisions of Regulation 140 a dairyman to whom such written permission as aforesaid shall have been given may, until the same shall be revoked as hereinafter mentioned, supply or sell on any day to milk vendors for consumption or use in the metropolitan area and/or to consumers in the metropolitan area any quantity of milk of his own production not exceeding the aggregate of his maximum daily quantity and the quantity specified in such written permission.

(5) The Board may at any time by notice in writing forwarded by registered post to any dairyman revoke the permission given to such dairyman under this Regulation to supply or sell milk in excess of his maximum daily quantity.

PART XVI.

Direction to Supply Milk.

143. (a) The Board may issue directions or orders to any dairyman, milk vendor or other person to supply and sell milk in reasonable quantities to any other person or class of persons or any authority, organisation or other body.

(b) Any such direction or order shall be in the form No. 23 in the Fifth Schedule and shall be issued under the hand of the Chairman.

(c) Any such direction or order shall be served at least three days prior to the day or the first day upon which the supply and sale of the milk therein specified is to be made.

(d) Failure to comply with any such direction or order or any provision thereof shall be an offence against these Regulations.

PART XVII.

Distribution of Milk.

144. The distribution of milk in the Metropolitan Area shall be carried out only between the following hours on any day—

(a) to consumers outside the districts defined in the Sixth Schedule to these Regulations—between 1 a.m. and 9.30 a.m.

(b) to consumers within either of those districts—between 1 a.m. and 12 noon.

(c) to holders of milk shop or milk store licenses outside those districts—between 1 a.m. and 9.30 a.m.

(d) to holders of milk shop or milk store licenses within either of those districts—between 1 a.m. and 12 noon.

Provided that—

(a) The Board may at any time and from time to time grant to any licensed milk vendor a permit in writing under the hand of the Chairman authorising such milk vendor to distribute milk to such consumers and/or to such holders of milk shop or milk store licenses as are named or mentioned in this Regulation, to be specified in the permit; and

(b) The Board may at any time and without stating any reason, cancel any permit granted by the Board as aforesaid to any milk vendor by notice in writing under the hand of the Chairman served on such milk vendor.

145. No person shall distribute milk between the hours of 9.30 a.m. on one day and 1 a.m. on the following day—

(a) to any consumer in the Metropolitan Area outside the districts defined in the Sixth Schedule to these Regulations, or

(b) to any holder of a milk shop or milk store license in the Metropolitan Area outside those districts, unless he holds a current and uncancelled permit from the Board authorising him so to do, and is distributing milk in accordance with the authority granted by such permit.

146. No person shall distribute milk between the hours of 12 noon on one day and 1 a.m. on the following day—

(a) to any consumer in the Metropolitan area within either of the districts defined in the Sixth Schedule to these Regulations, or

(b) to any holder of a milk shop or milk store license in the Metropolitan Area within either of those districts unless he holds a current and uncancelled permit from the Board authorising him so to do and is distributing milk in accordance with the authority granted by such permit.

147. Nothing in Regulations 144 to 146 inclusive shall prevent any person holding the appropriate license from distributing cream in the Metropolitan Area at any hour.

Form 30.

Milk Act, 1946-1948.

(Regulation No. 150.)

To The Milk Board of Western Australia,
Perth.

I/we,....., of....., hereby make application to the Board for a Certificate of Exemption from the operation of the Milk Act, 1946-1948, as all milk or cream acquired by me/us is so acquired solely for the purpose of manufacturing.

The purpose for which milk and cream is acquired by me/us is for.....
Date.....

Form 31.

Milk Act, 1946-1948.

(Regulation No. 151).

CERTIFICATE OF EXEMPTION.

To....., of.....

You are informed that in accordance with the provisions of section 29, subsection (4) of the Milk Act, 1946-1948, the Board hereby exempts you from the operation of the Milk Act, 1946-1948, for the period of....., subject to the following conditions:—

You are reminded that section 29 of the Act provides:—

If any person shall fail to comply with or observe any of the conditions relating to such certificate as aforesaid, the Board may, in its absolute discretion, forthwith revoke such certificate.

Provided that such person as aforesaid shall from time to time furnish to the Board as and when required, returns and other information relating to all milk and cream acquired by him, and shall at all times permit an inspector to enter upon such person's premises and inspect his books and other records relating to his acquisition of milk and cream.

.....
Chairman.

Dated.....

Sixth Schedule.

(A) That portion of the City of Perth bounded by the Swan River, from Victoria Avenue to Spring Street, by Spring Street from the Swan River to Mount Street, by Mount Street from Spring Street to St. George's Terrace, by St. George's Terrace from Mount Street to George Street, by George Street from St. George's Terrace to Wellington Street, by Wellington Street from George Street to Victoria Avenue, and by Victoria Avenue from Wellington Street to the Swan River.

(B) That portion of the City of Fremantle bounded by Marine Terrace, from Cliff Street to Essex Street, by Essex Street from Marine Terrace to South Terrace, by Henderson Street from South Terrace to Queen Street, by Queen Street from Henderson Street to Holdsworth Street, by Holdsworth Street from Queen Street to Parry Street, by Parry Street from Holdsworth Street to Adelaide Street, by Edward Street from Adelaide Street to Elder Place, by Elder Place from Edward Street to Market Street, by Phillimore Street from Market Street to Cliff Street, and by Cliff Street from Phillimore Street to Marine Terrace.

Registrar General's Office,
Perth, 15th July, 1949.

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

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

Methodist Church of Australasia (W.A. Conference).
40/49; 1/7/49; Rev. Charles Alfred Jenkins; 40
Boronia Avenue, Nedlands; Perth.
40/49; 1/7/49; Rev. Robert Robinson Fleming; 33
Fifth Avenue, Mount Lawley; Perth.

R. J. LITTLE,
Registrar General.

APPOINTMENT.

(35th Victoria, No. 3.)

HIS Honour the Chief Justice has been pleased to appoint John Howard Kinnear of Balwyn, Victoria, Solicitor, a Commissioner of the Supreme Court of Western Australia, to administer or take within the State of Victoria any oath, affidavit, affirmation, declaration, or acknowledgment by a married woman to be used in the Supreme Court of Western Australia. The Commission

to remain in force until the said John Howard Kinnear ceases to reside in the State of Victoria aforesaid, or until he ceases to practise the profession of a solicitor on his own account or in partnership there, or until revoked.

G. J. BOYLSON,
Supreme Court Office, Registrar Supreme Court.
Perth, 28th June, 1949.

NOTICE is hereby given that the Partnership heretofore subsisting between Stuart William Paterson and John Stuart Paterson carrying on the business of farming at Southern Brook near Northam under the style or firm name of "S. W. Paterson & Son" was dissolved on the 30th day of June, 1949, by mutual consent.

Dated this 1st day of July, 1949.

S. W. PATERSON.

Signed by the said Stuart William
Paterson in the presence of—

K. J. Mayberry,
Solicitor, Northam.

J. S. PATERSON.

Signed by the said John Stuart
Paterson in the presence of—

K. J. Mayberry,
Connor & Mayberry, Solicitors, Northam.

NOTICE is hereby given that the Partnership heretofore subsisting between us the undersigned Frederick William Capewell, Frederick George Capewell and Ronald Keith Capewell carrying on business as farmers at Tutunup under the style or firm of F. W. Capewell & Sons has been dissolved as from the 1st day of July, 1949, so far as concerns the said Frederick George Capewell who retires from the said firm.

Dated the 1st day of July, 1949.

F. W. CAPEWELL.
F. G. CAPEWELL.
R. K. CAPEWELL.

Slee & Anderson, Solicitors, Stephen Street, Bunbury.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership formerly carried on between Thomas William Howlett, formerly of Marvel Loch, Battery Proprietor, but now of 154 Hay Street, Subiaco, Storekeeper, and Edward Bernard Cox, of Marvel Loch, Storekeeper, in the business of electricity and electric light suppliers and engineers at Marvel Loch, has been dissolved as on and from the 1st day of April, 1949.

Dated this 14th day of July, 1949.

This notice is given by S. E. Tippet, of 104 St. George's Terrace, Perth, Solicitor for the Partnership.

THE PARTNERSHIP ACT, 1893.

NOTICE is hereby given that the Partnership hitherto subsisting between George David Holmes, Thomas William Coffey and Henry Alfred Scales, who carried on business as Founders and Manufacturing Engineers at 520 Great Eastern Highway, Greenmount, has been dissolved as from the 12th day of May, 1949.

The said Henry Alfred Scales retires from the Partnership and the Partnership and the business shall henceforth be continued and carried on by the said George David Holmes and the said Thomas William Coffey on their own account under the same business name.

All accounts owing to the business shall be payable to the said George David Holmes and the said Thomas William Coffey at the same address and they will satisfy all debts of the Partnership.

Dated the 12th day of May, 1949.

G. HOLMES.

Signed by the said George David Holmes in the presence of—
S. Gardiner, J.P.

THOS. W. COFFEY.

Signed by the said Thomas William Coffey in the presence of—
S. Gardiner, J.P.

H. A. SCALES.

Signed by the said Henry Alfred Scales in the presence of—

F. A. Hearn, Sgt. 1406,
Police Sergeant,
Mt. Hawthorn.

John H. O'Halloran, 89 St. George's Terrace, Perth, Solicitor for the continuing partners.

THE MINING ACT, 1904.

(Regulation 180).

Warden's Office,
Halls Creek, 28th June, 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 undermentioned Mining Tenements, in accordance with Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

J. PURKISS,
Warden.

To be heard at the Warden's Court, Halls Creek, on Thursday, the 11th day of August, 1949.

KIMBERLEY GOLDFIELD.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

Machinery Area.

- 3—Smith, Robert Richard, and Downing, Michael J.; Halls Creek; non-payment of rent.
19—Haylett, James, and Crowther, Norman; Halls Creek; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Perth, 24th June, 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 undermentioned Mining Tenements, in accordance with Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

A. H. TELFER,
Warden.

To be heard at the Warden's Court, Mines Department, Perth, on Wednesday, the 27th day of July, 1949.

OUTSIDE ANY PROCLAIMED GOLDFIELD.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

Mineral Claims.

111H.—Oma, Victor Charles, 141 Shepparton Road, Victoria Park; non-payment of rent.

247H.—Linton, John Barrow; 761 Wellington Street; non-payment of rent and no miner's right.

263H.—Hancock, Langley George; 609 Wellington Street; non-payment of rent and no miner's right.

279H.—Mineral Development W.A. Ltd.; c/o Paton & Morris; 156 St. George's Terrace; non-payment of rent and no miner's right.

281H.—Mineral Development W.A. Ltd.; c/o Paton & Morris; 156 St. George's Terrace; non-payment of rent and no miner's right.

282H.—Fennell, Walter George and Bryant, Frank Ringol; Marchagee; non-payment of rent and no miner's right.

287H.—Smith, John Henry; Greenbushes; non-payment of rent and no miner's right.

364H.—Dillon, John Lloyd and Rosenberg, Phillip; 358 Hay Street, Subiaco; non-payment of rent.

367H.—Smith, John Henry; Greenbushes; non-payment of rent and no miner's right.

370H.—Norman, Gordon; Albany; non-payment of rent and no miner's right.

373H.—Smith, John Henry; Greenbushes; non-payment of rent and no miner's right.

384H.—The Midland Mining Co. Ltd.; 44 St. George's Terrace; non-payment of rent and no miner's right.

386H.—The Midland Mining Co. Ltd.; 44 St. George's Terrace; non-payment of rent and no miner's right.

394H.—Morris, Cecil David Patrick; 133 Gregory Street, Wembley; non-payment of rent and no miner's right.

395H.—Jose, Albert Henry and Southwood, William Ernest; 33 Barrack Street; non-payment of rent and no miner's right.

396H.—Southwood, William Ernest; 33 Barrack Street; non-payment of rent and no miner's right.

397H.—Fennell, Walter George; Marchagee; non-payment of rent.

398H.—Hancock, Langley George; 609 Wellington Street; non-payment of rent and no miner's right.

402H.—Kay, Cyril James; Hines Hill; non-payment of rent.

404H.—Hancock, Langley George; 609 Wellington Street; non-payment of rent and no miner's right.

406H.—Elias, William Charles, Deveson, Jack Poole and Coote, Norman Salisbury; Collie; non-payment of rent.

408H.—Jose, Albert Henry and Southwood, William Ernest; 33 Barrack Street; non-payment of rent and no miner's right.

410H.—Ripper, Percy Edwin Thomas and Ripper, Ernest Edwin; Hines Hill; non-payment of rent.

411H.—Radley, Cecil; Roebourne, non-payment of rent and no miner's right.

Business Areas.

6H.—Walters, Islwyn; Whim Creek; no miner's right.

7H.—Walters, Islwyn; Whim Creek; no miner's right.

Dredging Claims.

11H.—Backhouse, William Fryer; 21 Howard Street; non-payment of rent.

12H.—Hanrahan, Henry John, Moir, Andrew John and Gillett, William Bendle; 45 Gray Street, Albany; non-payment of rent and no miner's right.

13H.—Backhouse, William Fryer; c/o Parker & Parker; 21 Howard Street; non-payment of rent.

19H.—Backhouse, William Fryer; c/o Parker & Parker; 21 Howard Street; non-payment of rent.

20H.—Morgan, Harry George and Rendle, Eric Edgecombe; 108 St. George's Terrace; no miner's right.

23H.—Pyman, Edwin Arthur; 42 St. George's Terrace; non-payment of rent.

25H.—Pinchin, Francis Arthur; Box R201, G.P.O., Perth; non-payment of rent.

27H.—Hawkins, Maxine Beatrice; Box R201, G.P.O., Perth; no miner's right.

29H.—Bradley, Patrick Joseph; Box R201, G.P.O., Perth; no miner's right.

WE, Hilmi Topi, of North Fremantle, and Mohammed Amir Bux, of 198 William Street, Perth, Trustees of and being persons hereunto authorised by the Muslim Society of Western Australia, do hereby give notice that we are desirous that such Society should be incorporated under the provisions of the Associations Incorporation Act, 1895.

Dated this 27th day of June, 1949.

M. A. BUX,
Trustee.
H. TOPI,
Trustee.

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

1. Name of the Institution—The Muslim Society of Western Australia.

2. Object or purpose of the Institution—To promote and advance the moral, spiritual and material welfare of Muslims generally.

3. Where situated or established—198 William Street, Perth.

4. The name or names of the trustee or trustees—Hilmi Topi, of North Fremantle, and Mohammed Amir Bux, of 198 William Street, Perth.

5. In whom the management of the institution is vested and by what means (whether by deed, settlement, or otherwise)—The Executive Committee of the Society pursuant to the rules of the Society.

RICHARD S. HAYNES & CO.,
of 66 St. George's Terrace, Perth,
Solicitors for the abovenamed Society.

COMPANIES ACT, 1943-1946.

Notice concerning Lost Share Certificate.

Pursuant to Section 414 (1).

Michelides Limited.

NOTICE is hereby given that Share Certificate No. 676 for 100 6 per cent. cumulative preference shares in the abovenamed Company entered in the name of Cyril James Birch of 16 Saladin Street, Swanbourne, has been lost and it is the intention of the directors of the above-

named Company to issue a duplicate certificate 676 in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 18th day of July, 1949.

G. F. SEALE,
Secretary.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947.

And in the matter of Phoenix Company (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 Phoenix Company (Pty.) Ltd.

Dated this 15th day of July, 1949.

G. J. BOYLSON,
Companies Office, Registrar of Companies.
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947.

And in the matter of Baruong 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 Baruong Pty. Ltd.

Dated this 12th day of July, 1949.

G. J. BOYLSON,
Companies Office, Registrar of Companies.
Supreme Court, Perth, W.A.

COMPANIES ACT, 1943-1947.

Notice of Special Resolution for Voluntary Winding-up.

Pursuant to Section 232 (1).

C. & G. Stores Limited (In Liquidation).

NOTICE is hereby given that at a general meeting of C. & G. Stores Limited duly convened and held at 301 Wellington Street, Perth, on the 14th day of July, 1949, at 10 o'clock in the forenoon, the following special resolution was duly passed:—"That the Company be wound-up voluntarily and that Edward Storry Walton, Chartered Accountant (Aust.), of 2nd Floor, Perpetual Trustee Buildings, 85 St. George's Terrace, Perth, be and is hereby appointed Liquidator for the purposes of winding-up the Company."

Dated the 14th day of July, 1949.

D. H. CAMPBELL,
Chairman of the Meeting.
Unmack & Unmack, of Withnell Chambers, Howard Street, Perth, Solicitors for the abovenamed Company.

COMPANIES ACT, 1943-1947.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

R. E. Cunningham Proprietary Limited.

NOTICE is hereby given that R. E. Cunningham Proprietary Limited a Company registered under Part XI. of the Companies Act, 1943-1947, and having its registered office at 434 William Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 30th day of October, 1949.

Dated this 29th day of June, 1949.

N. S. KELSO,
Agent.

Parker & Parker, 21 Howard Street, Perth, Solicitors for the Company.

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).

Barnong Pty. Ltd.

To the Registrar of Companies:

NOTICE is hereby given that the Registered Office of Barnong Pty. Ltd. is situated at the Offices of Messrs. Merry & Merry, Accountants, 4th Floor, A.N.A. House,

St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday, 9 a.m. to 5 p.m.

Dated this 11th day of July, 1949.

C. E. H. MITCHELL,
Director.

Lohrmann, Tindal & Guthrie, Perpetual Trustees Building, 89 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1946.

Notice concerning Lost Share Certificate.

Pursuant to Section 414 (1).

Frenzy Kimberley Oil Company (1932) N.L.

NOTICE is hereby given that Certificate No. 7201 for 25 Shares in the abovenamed Company entered in the name of Amelia Emily James, of 18 Clive Street, West Perth, has been lost or destroyed, and it is the intention of the Directors of the abovenamed Company to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 22nd day of July, 1949.

W. A. CARCARY,
Secretary.

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).

Australian Lumber Co. Pty. Ltd.

To the Registrar of Companies:

NOTICE is hereby given that the Registered Office of Australian Lumber Co. Pty. Ltd. is situate at 166-170 Roe Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. Mondays to Fridays inclusive (public holidays excepted).

Dated this 5th day of July, 1949.

H. E. DAY,
Director.

Unmack & Unmack, of Withnell Chambers, Howard Street, Perth, Solicitors for the abovenamed Company.

COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office and/or of the Days and Hours such Office is Accessible to the Public.

Pursuant to Section 99 (4).

C. & G. Stores Limited (In Liquidation).

NOTICE is hereby given that:—

1. The Registered Office of C. & G. Stores Limited (In Liquidation) was, on the 14th day of July, 1949, changed to and is now situate at the office of Edward Storry Walton, Chartered Accountant (Aust.), Second Floor, Perpetual Trustee Building, 85 St. George's Terrace, Perth.

2. The days and hours during which the Registered Office of C. & G. Stores Limited (In Liquidation) is accessible to the public are, as from the 14th day of July, 1949, as follows:—10 a.m. to 1 p.m. and 2 p.m. to 4 p.m. Mondays to Fridays (holidays excepted).

Dated the 14th day of July, 1949.

E. S. WALTON,
Liquidator.

Unmack & Unmack, of Withnell Chambers, 12 Howard Street, Perth.

Western Australia.

COMPANIES ACT, 1943-1947.

Notice of Special Resolution for Voluntary Winding-up.

Pursuant to Section 232 (1).

NOTICE is hereby given that at a general meeting of Floyd & Leishman Pty. Ltd. duly convened and held at 10 Victoria House, St. George's Terrace, Perth, on Wednesday, the 6th day of July, 1949, at 3 o'clock in the afternoon the following special resolution was duly passed:—That the Company be wound-up voluntarily under the provisions of the Companies Act,

1943-1947, and that John Henry Craig Macaulay, of 88 St. George's Terrace, Perth, be appointed Liquidator for the purpose of such winding-up.

Dated the 14th day of July, 1949.

A. E. FLOYD,
Chairman of the Meeting.
Joseph, Muir & Williams, Solicitors, Perth.

Advertisement for Creditors.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of C. & G. Stores Limited (In Liquidation).

THE creditors of the abovenamed Company which is being voluntarily wound-up are required, on or before the 26th day of August, 1949, to send their names and addresses, and the particulars of their debts or claims and the names and addresses of their Solicitors (if any) to Edward Storry Walton, Chartered Accountant (Aust.), of 2nd Floor, Perpetual Trustee Building, 85 St. George's Terrace, Perth, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, are, by their Solicitors or otherwise, to prove their said debts or claims at the office of the said Edward Storry Walton at such time as shall be specified in such notice or in default thereof they will be excluded from the benefits of any distribution made before such debts are proved.

Friday, the 26th day of August, 1949, at 10 o'clock in the forenoon at the said office is appointed for determining as to the allowance of the said debts and claims.

Dated this 14th day of July, 1949, at 85 St. George's Terrace, Perth.

E. S. WALTON,
Liquidator.

Unmack & Unmack, of Withnell Chambers, Howard Street, Perth, Solicitors for the abovenamed Company.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Margaret Clegg, formerly of 31 Kinninmont Avenue, Nedlands, in the State of Western Australia, but late of 115 Walcott Street, Mount Lawley, in the said State, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 93 St. George's Terrace, Perth, on or before the 22nd day of August, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to those claims and demands of which it shall then have received notice.

Dated this 18th day of July, 1949.

ROBINSON, COX & CO.,
20 Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Wallington Medbury (usually known as Walter William Medbury), late of Moora, in the State of Western Australia, Carrier, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 93 St. George's Terrace, Perth, on or before the 22nd day of August, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to those claims and demands of which it shall then have received notice.

Dated this 18th day of July, 1949.

ROBINSON, COX & CO.,
20 Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Sarah Ann Powell, late of Yarloop, in the State of Western Australia, Married Woman, deceased, intestate.

ALL claims and demands against the estate of the abovenamed deceased must be sent in writing to the Administrator, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 22nd day of August, 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 18th day of July, 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 Ivan Francis George Barton, formerly of 165 Ward Street, Kalgoorlie, late of 20 Varden Street, Kalgoorlie, in the State of Western Australia, Business Manager, 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, care of Messrs. Stables & Clarkson, of Hannan Street, Kalgoorlie, on or before the 22nd day of August, 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 or demands of which he shall then have had notice.

Dated this 11th day of June, 1949.

STABLES & CLARKSON,
McKenzie's Buildings,
Hannan Street, Kalgoorlie,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Muriel Ross Lukin, late of 211 Roberts Road, Subiaco, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executors, Francis Walpole Leake and John Hale, of 13 Howard Street, Perth, in the State of Western Australia, on or before the 22nd day of August, 1949, after which date the said Executors 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 they shall then have had notice.

Dated the 18th day of July, 1949.

NORTHMORE, HALE, DAVY AND LEAKE,
Halsbury Chambers, Howard Street, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Donald Henry Forbes, late of 8 Berkeley Crescent, Floreat Park (and formerly of Beverley), in the State of Western Australia, Agent, 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 particulars thereof in writing to the Executor, care of the undersigned, on or before the 22nd day of August, 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 he shall then have had notice.

Dated this 11th day of July, 1949.

DWYER, DURACK & DUNPHY,
of 33 Barrack Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Walter Nicholas Pearce, late of Bardoc, in the State of Western Australia, Grazier and Pastoralist, 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 Executrix, care of Messrs. Stables & Clarkson, of McKenzie's Buildings, Hannan Street, Kalgoorlie, on or before the 22nd day of August, 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 those claims or demands of which she shall then have had notice.

Dated this 11th day of July, 1949.

STABLES & CLARKSON,
McKenzie's Buildings,
Hannan Street, Kalgoorlie,
Solicitors for the Executrix.

H. T. Stables, Solicitor, 37 St. George's Terrace, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Henry Armstrong, formerly of 39 Dumbarton Crescent, Mount Lawley, in the State of Western Australia, but late of 81 Walcott Street, Mount Lawley, in the said State, Garage Proprietor, deceased.

TAKE notice that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 22nd day of August, 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 received notice.

Dated the 18th day of July, 1949.

UNMACK & UNMACK,
Solicitors for the Executor,
Withnell Chambers,
12 Howard Street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the Estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 22nd day of August, 1949, after which date the Public Trustee will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 20th day of July, 1949.

J. H. GLYNN,
Public Trust Office,
Perth.
Public Trustee.

Name, Occupation, Address, Date of Death.

Evenis, Walter Ernest Thias; War Pensioner; late of Nedlands; 25/4/49.

Murphy, Moses Aden; retired Seaman; late of Railway Avenue, Kelmiscott; 27/4/49.

Rome, Jacob Richardson; retired Stockman and Gardener; formerly of Somerville, via Kalgoorlie, but late of Claremont; 4/3/49.

Churney, Bretislav (also known as Bretislav Cerney and Bretislav Cherney); retired Farmer; late of 2 Carnarvon Street, Victoria Park; 20/2/49.

Sanders, William Henry; Bookmaker's Clerk; late of 285 Hay Street, East Perth; 7/4/49.

Linkson, Catherine Mary; Married Woman; formerly of Coolgardie but late of 23a Dwyer Street, Boulder; 1/12/48.

Name, Occupation, Address, Date of Death.

Holme, Karl (also known as Karle Holme); Mill Hand; late of Worsley; 19/4/49.
 Clifford, Daniel; retired Miner and Storekeeper; late of Pagets Gold Mine, Yarri, via Kalgoorlie; 22/8/49.
 Hendry, James; Farmer; formerly of Koolanooka, but late of Pintharuka; 29/4/49.
 Myers, Edwin John; Boot Repairer; formerly a member (No. WX8680) of the Australian Imperial Forces, but late of Norseman; 4/6/48.
 Cartwright, Robert James; retired Tailor; formerly of 33 Ellen Street, Fremantle, but late of 15 Henry Street, Fremantle; 4/1/49.

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 undermentioned deceased persons.

Dated at Perth the 20th day of July, 1949.

Public Trust Office, J. H. GLYNN,
 Perth. Public Trustee.

Name of Deceased, Occupation, Address, Date of Death,
 Date Election Filed.

Evenis, Walter Ernest Thias; War Pensioner; late of Nedlands; 25/4/49; 14/7/49.
 Murphy, Moses Aden; Retired Seaman; late of Railway Avenue, Kelmescott; 27/4/49; 14/7/49.
 Rome, Jacob Richardson; retired Stockman and Gardener; formerly of Somerville, via Kalgoorlie, but late of Claremont; 4/3/49; 14/7/49.
 Chumney, Bretislav (also known as Bretislav Cerney and Bretislav Cherney); retired Farmer; late of 2 Carnarvon Street, Victoria Park; 20/2/49; 14/7/49.

SPECIAL NOTICE.

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer **BEFORE TEN O'CLOCK a.m. on THURSDAY**, the day preceding the day of publication, and are charged at the following rates:—

For the first eight lines, 5s.;

For every additional line, 6d.

and half-price for each subsequent insertion.

To estimate the cost of an advertisement, count nine words to a line; heading, signature, and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

All communications should be addressed to "The Government Printer, Perth."

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