



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. 61.]

PERTH : FRIDAY, OCTOBER 28.

[1949.

Bank Holiday Bridgetown, Busselton and Manjimup.

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.

C.S.D. 340/48.

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 Holidays:—

Date and Place.

Friday, 11th November, 1949—Bridgetown.

Saturday, 12th November, 1949—Busselton.

Saturday, 19th November, 1949—Manjimup.

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

By His Excellency's Command,

(Sgd.) H. S. W. PARKER,
Chief Secretary.

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. 3541/49.

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 Reedy Lot 38, Wiluna Lot 187 and Wiluna Town Lot 119, as registered in Certificates of Title, Volumes 1039, 1053 and 1041, Folios 665, 987 and 647, respectively: 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, Reedy Lot 38, Wiluna Lot 187 and Wiluna Town Lot 119 aforesaid, as of his former estate.

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

By His Excellency's Command,

L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

Land Act, 1933-1948.

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.

Corres. No. 579/45.

WHEREAS by section 31 of the Land Act, 1933-1948, the Governor may, by Proclamation and subject to such conditions as may be expressed therein, classify as of Class A any lands of the Crown reserved to His Majesty for any of the purposes specified in the said section; and whereas it is deemed expedient that reserve 23000 for the purpose of Travellers' Stopping Place and Caravan Park, as described hereunder, should be classified as of Class A: Now, therefore I, the Governor, with the advice of Executive Council, do by this my Proclamation classify as of Class A reserve 23000 described hereunder.

Schedule.

Reserve 23000, containing 535 acres 3 roods 5 perches, comprising Wellington Locations 4583 and 4612. (Plans 411D/40, A3 and 4 and 412C/40, F4.)

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

By His Excellency's Command,

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. 1097/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Avon Location 22537, as registered in Certificate of Title, Volume 1018, Folio 315: 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 Location 22537 aforesaid, as of his former estate.

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

By His Excellency's Command,

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. 436/49.

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 the lands described in the Schedule hereto: 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, the lands described in the Schedule hereto, as of his former estate.

Schedule.

Land and Certificate of Title (Volume and Folio).

Williams Location 2318; 818, 128.
Williams Location 1803; 820, 31.
Williams Location 2207; 843, 60.
Williams Location 3438; 862, 191.
Williams Location 2811; 863, 180.
Williams Location 3759; 872, 100.
Williams Location 4209; 912, 90.
Williams Location 2809; 922, 94.
Williams Location 3132; 922, 164.
Williams Location 7680; 998, 164.
Williams Location 1802; 1017, 899.
Williams Location 7008; 1047, 825.
Williams Locations 7565, 9310 and 9797; 1047, 867.
Williams Location 13228; 1114, 436.
Williams Location 10734; L.T.O. Permit 29/1949.

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

By His Excellency's Command,

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. 3542/49.

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 Wiluna

Town Lot 120, as registered in Certificate of Title, Volume 213, Folio 136: 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, Wiluna Town Lot 120 aforesaid, as of his former estate.

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

By His Excellency's Command,

L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

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

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 333/36.

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. 21535 should vest in and be held by the Mount Marshall 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 before-mentioned reserve shall vest in and be held by the Mount Marshall Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

R. H. DOIG,
Clerk of the Council.

The Order in Council dated 13th May, 1936, respecting this Reserve is hereby superseded.

Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. 4174/99.

WHEREAS by section 33 of the Land Act, 1933-1948, it is, *inter alia*, made lawful for the Governor to direct that any land reserved pursuant to the provisions of the Act shall be leased for the purpose for which the land is reserved as aforesaid, by Instrument of Lease in accordance with the form in the Fourth Schedule of the Act, to any person (as defined in the said section), and whereas it is deemed expedient that reserve 23005 (Mt. Barker Lot 383) shall be leased for a term of 999 years to The Community in Western Australia of St. Joseph of the Apparition Incorporated to be held in trust for the purpose of a "Schoolsite and other buildings for the purposes of education": Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council doth hereby direct that the abovementioned reserve shall be leased for a term of 999 years to The Community in Western Australia of St. Joseph of the Apparition Incorporated to be held in trust for the purpose of a "Schoolsite and other buildings for the purposes of education."

R. H. DOIG,
Clerk of the Council.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 20th October, 1949.

THE following appointments have been approved:—

Receivers of Revenue—Trsy. 1353/49—Mr. L. A. Bell, for the Workers' Compensation Board Fund. Trsy. 218/48 —The appointments of the following officers for the Metropolitan Water Supply Department are cancelled as from 20th October, 1949:—C. T. Wintle, A. D. Carpenter, S. G. K. McNicol, L. I. Paust, J. Bostleman, K. Morrison, L. W. Yorath, V. R. A. Alcorn, A. L. Sayers and F. D. Paxman.

A. J. REID,
Under Treasurer.

Public Service Commissioner's Office,
Perth, 26th October, 1949.

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

Ex. Co. 2144, P.S.C. 505/49—F. D. Paxman and C. A. A. Wilkes, Clerks, Metropolitan Water Supply Department, to be Clerks, Treasury Department, Class C-II-8, as from 25th October, 1949.

Ex. Co. 1739—C. F. Taylor, Storekeeper, Claremont Mental Hospital, Public Health Department, to the list of officers attached to the department pending allocation to appropriate item, as from 21st October, 1949.

Ex. Co. 2144, P.S.C. 657/49—I. Harmsworth, Stores Clerk, Forests Department, to be Clerk (Storekeeper),

Claremont Mental Hospital, Public Health Department, Class C-II-7, as from 21st October, 1949.

Ex. Co. 2283.

IT is hereby notified for general information that the following days will be observed as Public Service Holidays at Christmas and New Year.

Monday, 26th December, 1949.

Tuesday, 27th December, 1949.

Monday, 2nd January, 1950.

Tuesday, 3rd January, 1950.

S. A. TAYLOR,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
			1949.
Lands and Surveys	Clerk, Rural Costs, Land Settlement Branch	Class C-II-7 Margin £181-£195	29th October.
Public Health	Senior Inspector (Item 954)	Class G-II-4 Margin £293-£319	do.
Treasury	Assistant Assessor, Stamps and Probate (Item 74)....	Class C-II-5 Margin £251-£279	5th November.
Forests	Clerk, Stores Branch (Item 363)	Class C-II-8 Margin £139-£167	do.
Public Health	Senior Nurse, Tuberculosis Clinic	Class G-II-5 Margin £251-£279 (Limit £265)	do.

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.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 126.

Ales, Lagers and Stouts—Perth Metropolitan Area.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 126.

Revocation.

2. Commonwealth Prices Regulation Order No. 3236 published in the *Commonwealth Gazette* on the 3rd day of February, 1948, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears—

- (a) "Perth Metropolitan Area" means all that area of Western Australia comprised within a radius of fifteen miles of the General Post Office at Perth, other than that area comprised within a radius of three miles from the principal post office at Kalamunda;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. Glass" means any glass or similar container containing less than 5 oz. ;
(ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
(iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 9 oz. ;
(iv) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 12 oz. ;
(v) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz. ;
(vi) "Reputed Quart" means 26 oz. ;
(vii) "Half Bottle" means 13 oz. ;
(viii) "Reputed Pint" means 13 oz. ;
(ix) "Nip" means a bottle containing not less than $6\frac{3}{4}$ oz. ;
(x) "5 oz. Nip" means a bottle containing not less than 5 oz. ;
(xi) "demi-Nip" means a bottle containing not less than $4\frac{1}{2}$ oz.

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 Perth Metropolitan 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 Perth Metropolitan 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 Perth Metropolitan 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 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 such person.

The Schedule.

Part 1.

Maximum Prices—Sales of Ale, Lager or Stout served by the glass or other open container for Consumption on the Seller's Premises.

	12 oz. Pot or Schooner.		9 oz. Schooner.		6 oz. Glass.		5 oz. Glass.		Small 5 oz. Glass.		Per Half Bottle.	Per Nip.	Per 5 oz. Nip.	Per Demi-Nip.
	Front Bar.	Saloon Bar.	Front Bar.	Saloon Bar.	Front Bar.	Saloon Bar.	Front Bar.	Saloon Bar.	Front Bar.	Saloon Bar.	Front Bar or Saloon Bar.	Front Bar or Saloon Bar.	Front Bar or Saloon Bar.	Front Bar or Saloon Bar.
Draught Western Australian Ale, Lager, Stout, Shandy Gaff or Porter Gaff	s. d. 0 9	s. d.	s. d. 0 7½	s. d. 0 7½	s. d. 0 5½	s. d. 0 6½	s. d. 0 5	s. d. 0 6	s. d. 0 3	s. d. 0 4	s. d.	s. d.	s. d.	s. d.
Draught Western Australian Ale or Lager with dash of bottled beer or stout, or half and half	s. d. 0 10	s. d.	s. d. 0 8½	s. d. 0 8½	s. d. 0 6½	s. d. 0 7½	s. d. 0 6	s. d. 0 7	s. d. 0 3	s. d. 0 4	s. d.	s. d.	s. d.	s. d.
Other draught Australian Ale, Lager, Stout, Shandy Gaff or Porter Gaff	s. d. 1 0	s. d.	s. d. 0 10½	s. d. 0 11½	s. d. 0 7½	s. d. 0 7½	s. d. 0 7	s. d. 0 7	s. d. 0 3	s. d. 0 4	s. d.	s. d.	s. d.	s. d.
Bottled Western Australian Ale or Lager	s. d.	s. d.	s. d. 0 10	s. d. 0 10	s. d. 0 7	s. d. 0 7	s. d. 0 7	s. d. 0 7	s. d. 0 3	s. d. 0 4	s. d.	s. d.	s. d.	s. d.
Bottled Western Australian Stout	s. d.	s. d.	s. d. 0 10	s. d. 0 10	s. d. 0 7	s. d. 0 7	s. d. 0 7	s. d. 0 7	s. d. 0 3	s. d. 0 4	s. d.	s. d.	s. d. 0 8	s. d.
Other bottled Australian Ale, Lager or Stout	s. d.	s. d.	s. d. 1 1	s. d. 1 1	s. d. 0 9	s. d. 0 9	s. d. 0 7	s. d. 0 7	s. d. 0 3	s. d. 0 4	s. d.	s. d.	s. d. 0 8	s. d.
Imported bottled Stout (Guinness)	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d. 1 1	s. d. 1 1	s. d.	s. d.	s. d. 3 0	s. d. 2 0	s. d.	s. d. 1 7
Imported Bottled Beer, Ale and Lager	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d. 1 1	s. d. 1 1	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.

The Schedule—continued.

Part 2.

Maximum Prices—Sales of Ale, Lager or Stout for Consumption other than on the Seller's Premises.

	18 gallon Keg.	10 gallon Keg.	5 gallon Keg.	$\frac{1}{2}$ gallon Flagon or Keg.	Im- perial Quart.	Half Bottle.	Nip.	5 oz. Nip.	Demi- nip.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Draught Western Australian Ale, Lager or Stout	136 6	78 10	39 5	5 0 $\frac{1}{2}$	2 7	....	....	....	....
Other Draught Australian Ale, Lager or Stout ....	....	103 10	51 11	6 4 $\frac{1}{2}$	3 3	....	....	....	....
				Reputed quart.	Reputed pint.				
				s. d.	s. d.				
Bottled Western Australian Ale or Lager (Swan, Emu, Redcastle, Crystal) ....	....	....	....	1 10	1 3	....	....	....	....
Hannan Lager ....	....	....	....	2 0	1 4	....	....	....	....
Bottled Western Australian Stout ....	....	....	....	1 11	1 4	....	....	0 7 $\frac{1}{2}$	....
Other bottled Australian Ale, Lager or Stout ....	....	....	....	2 6	1 9	....	....	0 7 $\frac{1}{2}$	....
Imported bottled Stout (Guinness) ....	....	....	....	....	....	2 8	1 9	....	1 4
Imported Beer, Ale and Lager—									
Allsops Lager ....	....	....	....	4 6	2 8	....	....	....	....
Bulldog Beer ....	....	....	....	4 6	2 8	....	....	....	....
McNish Highland Ale ....	....	....	....	....	2 10	....	....	....	....
Simonds Pale Ale ....	....	....	....	....	2 6	....	....	....	....
Tennants Ale and Beer ....	....	....	....	4 6	2 8	....	....	....	....
Bass Ale ....	....	....	....	4 6	2 8	....	....	....	....

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 127.

Ales, Lagers and Stouts—Outer Suburban Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I,
Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 127.

Revocation.

2. Commonwealth Prices Regulation Order No. 1970 published in the *Commonwealth Gazette*
on the 26th day of February, 1945, 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. 2109, the 5th day of June, 1945 ;

No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Outer Suburban Areas" 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:—Bullsbrook, Parkerville, Mount Helena, Chidlow, Mundaring, Sawyers Valley, Mundaring Weir, Armadale, Mundijong, Serpentine, Kalamunda and Yanchep ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
- (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz. ;
- (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz. ;
- (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
- (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
- (vii) "10 oz. glass or pot" means any glass or similar container containing 10 oz. or more, but less than 12 oz. ;
- (viii) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz. ;
- (ix) "Bottle" means a reputed quart (26 ozs.).

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 Outer Suburban Areas, 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 Outer Suburban Areas, 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 Outer Suburban Areas 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 or 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 Outer Suburban Areas 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	4	0
Per 10 gallon keg	....	....	....	....	....	....	....	4	3	0
Per 5 gallon keg	....	....	....	....	....	....	....	2	2	0

Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—								s.	d.
Per 12 oz. pot or glass	....	....	....	....	....	....	....	0	9
Per 10 oz. pot or glass	....	....	....	....	....	....	....	0	8
Per 9 oz. glass	....	....	....	....	....	....	....	0	7½
Per 8 oz. glass	....	....	....	....	....	....	....	0	7
Per 7 oz. glass	....	....	....	....	....	....	....	0	6½
Per 6 oz. glass	....	....	....	....	....	....	....	0	6½
Per 5 oz. glass	....	....	....	....	....	....	....	0	6½
Per small 5 oz. glass	....	....	....	....	....	....	....	0	3
With dash of bottled beer, cordial or stout, extra	....	....	....	....	....	....	....	0	1

Bottled Western Australian Ale and Lager—

Per bottle	....	....	....	....	....	....	....	1	11
Per 9 oz. glass	....	....	....	....	....	....	....	0	10
Per 7 oz. glass	....	....	....	....	....	....	....	0	8
Per 6 oz. glass	....	....	....	....	....	....	....	0	7½
Per 5 oz. glass	....	....	....	....	....	....	....	0	7½
Per small 5 oz. glass	....	....	....	....	....	....	....	0	4

Bottled Western Australian Stout—

Per bottle	....	....	....	....	....	....	....	2	0
Per 9 oz. glass	....	....	....	....	....	....	....	0	10
Per 7 oz. glass	....	....	....	....	....	....	....	0	8
Per 6 oz. glass	....	....	....	....	....	....	....	0	7½
Per 5 oz. glass	....	....	....	....	....	....	....	0	7½
Per small 5 oz. glass	....	....	....	....	....	....	....	0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 128.

Ales, Lagers and Stouts—Bunbury Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 128.

Revocation.

2. Commonwealth Prices Regulation Order No. 1852 published in the *Commonwealth Gazette* on the 6th day of September, 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. 1883, the 4th day of January, 1945 ;
No. 2103, the 28th day of May, 1945 ;
No. 2109, the 5th day of June, 1945 ;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—

- (a) "Bunbury Areas" 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 :—
Bunbury, Dardanup, Boyanup, Brunswick Junction, Harvey, Yarloop, Wokalup, Dwellingup, Waroona, North Dandalup and Mandurah, and that area comprised within a radius of five miles from the principal post office of the town of Pinjarra ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
(ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 8 oz. ;
(iii) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 11 oz. ;
(iv) "11 oz. pot or glass" means any glass or similar container containing not less than 11 oz. ;
(v) "Bottle" means a reputed quart (26 ozs.).

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 Bunbury Areas, 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 Bunbury Areas, 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 Bunbury Areas 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 Bunbury Areas 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	0
Per 10 gallon keg	....	....	....	....	....	....	....	4	5	0
Per 5 gallon keg	....	....	....	....	....	....	....	2	3	0
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—									s.	d.
Per 11 oz. pot or glass	....	....	....	....	....	....	....		0	9
Per 8 oz. glass	....	....	....	....	....	....	....		0	7
Per 5 oz. glass	....	....	....	....	....	....	....		0	6½
Per small 5 oz. glass	....	....	....	....	....	....	....		0	3
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....		0	1
Bottled Western Australian Ale and Lager—										
Per bottle	....	....	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	....	....	0	10	
Per 5 oz. glass	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—										
Per bottle	....	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	....	0	10	
Per 5 oz. glass	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 129.

Ales, Lagers and Stouts—Collie and Darkan Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 129.

Revocation.

2. Commonwealth Prices Regulation Order No. 1813 published in the *Commonwealth Gazette* on the 13th 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. 1883, the 4th day of January, 1945 ;
 No. 2109, the 5th day of June, 1945 ;
 No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Collie and Darkan Areas" 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:—Collie and Darkan ;
 - (b) "Oz." means a fluid ounce or ounces as the case may be ;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
 (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
 (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 8 oz. ;
 (iv) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 11 oz. ;
 (v) "11 oz. pot or glass" means any glass or similar container containing not less than 11 oz. ;
 (vi) "Bottle" means a reputed quart (26 ozs.).

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 Collie and Darkan Areas 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 Collie and Darkan Areas, 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 Collie and Darkan areas 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 Collie and Darkan Areas 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	10	0
Per 10 gallon keg	....	....	....	....	....	4	6	9
Per 5 gallon keg	....	....	....	....	....	2	4	0
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—						s. d.		
Per 11 oz. pot or glass	....	....	....	....	....	0	9	
Per 8 oz. glass	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—								
Per bottle	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	0	3	
Bottled Western Australian Stout—								
Per bottle	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	0	3	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 130.

Ales, Lagers and Stouts—Busselton Area.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 130.

Revocation.

2. Prices Control Order No. 102 published in the *Government Gazette* on the 22nd of July, 1949, is hereby revoked.

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 Nannup;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 8 oz.;
- (iii) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 11 oz.;
- (iv) "11 oz. pot or glass" means any glass or similar container containing not less than 11 oz.;
- (v) "Bottle" means a reputed quart (26 ozs.).

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	11	0
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	7	9
Per 5 gallon keg	....	....	....	....	....	....	....	....	....	2	4	6
Draught Western Australian Ale and Lager, Shandy Gaff or Porter Gaff—											s.	d.
Per 11 oz. pot or glass	....	....	....	....	....	....	....	....	....		0	9
Per 8 oz. glass	....	....	....	....	....	....	....	....	....		0	7
Per 5 oz. glass	....	....	....	....	....	....	....	....	....		0	6½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....		0	3
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....		0	1
Bottled Western Australian Ale and Lager—											s.	d.
Per bottle	....	....	....	....	....	....	....	....	....		2	2
Per 8 oz. glass	....	....	....	....	....	....	....	....	....		0	10
Per 5 oz. glass	....	....	....	....	....	....	....	....	....		0	7½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....		0	4
Bottled Western Australian Stout—											s.	d.
Per bottle	....	....	....	....	....	....	....	....	....		2	3
Per 8 oz. glass	....	....	....	....	....	....	....	....	....		0	10
Per 5 oz. glass	....	....	....	....	....	....	....	....	....		0	7½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....		0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 131.

Ales, Lagers and Stouts—Bridgetown Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 131.

Revocation.

2. Commonwealth Prices Regulation Order No. 1815 published in the *Commonwealth Gazette* on the 14th 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:—

- No. 1841, *Commonwealth Gazette* dated 1st December, 1944;
- No. 1883, *Commonwealth Gazette* dated 4th January, 1945;
- No. 2109, *Commonwealth Gazette* dated 5th June, 1945;
- No. 2239, *Commonwealth Gazette* dated 10th September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—
- (a) "Bridgetown Areas" means all those areas of Western Australia comprised within the radius of three miles from the principal post office of each of the following towns :—Bridgetown, Donnybrook, Mumballup, Kirup, Balingup, Greenbushes, Pemberton, Manjimup and Boyup Brook ;
 - (b) "Oz." means a fluid ounce or ounces as the case may be ;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
 - (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 8 oz. ;
 - (iii) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 11 oz. ;
 - (iv) "11 oz. pot or glass" means any glass or similar container containing not less than 11 oz. ;
 - (v) "Bottle" means a reputed quart (26 ozs.).

Maximum Prices—Quantities Specified.

4. I fix and declare the maximum price at which any quantity of any ale, lager and stout specified in the Schedule to this Order may be sold by retail in the Bridgetown Areas to be the price set out in that Schedule.

Quantities not Specified.

5. I fix and declare the maximum price at which any ale, lager and 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 and 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 price at which any ale, lager and stout specified in the Schedule to this Order may be sold by any person in any hotel dining-room or lounge in the Bridgetown Areas 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 the 17th September, 1948, for any such sales of ale, lager and stout, and the public bar prices charged by that person for such ale, lager and 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 the 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 Bridgetown Areas any ale, lager and stout 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 and in each of his bars, lounges, dining-rooms or other places at such place or places of business where ale, lager and 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 and stout.

Variation of Maximum Prices by Notice.

8. Notwithstanding the foregoing provisions of this Order, I declare the maximum price at which ale, lager and stout specified in a notice in pursuance of this paragraph may be sold in the Bridgetown Areas 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	11	0
Per 10 gallon keg	....	....	....	....	....	....	4	7	3
Per 5 gallon keg	....	....	....	....	....	....	2	4	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 11 oz. pot or glass	....	....	....	....	....	....	0	9	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Ale and Lager—									
Per bottle	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Stout—									
Per bottle	....	....	....	....	....	....	2	3	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 132.

Ales, Lagers and Stouts—York Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 132.

Revocation.

2. Commonwealth Prices Regulation Order No. 1974 published in the *Commonwealth Gazette* on the 1st day of March, 1945, 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. 2109, the 5th day of June, 1945 ;

No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—

- (a) " York Areas " 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 :—
York, Greenhills, Beverley, and Quairading ;
- (b) " Oz. " means a fluid ounce or ounces as the case may be ;
- (c) (i) " Small 5 oz. glass " means any glass or similar container containing less than 5 ozs. ;
- (ii) " 5 oz. glass " means any glass or similar container containing 5 ozs. or more, but less than 6 ozs. ;
- (iii) " 6 oz. glass " means any glass or similar container containing 6 ozs. or more, but less than 8 ozs. ;
- (iv) " 8 oz. glass " means any glass or similar container containing 8 ozs. or more, but less than 9 ozs. ;
- (v) " 9 oz. glass " means any glass or similar container containing 9 ozs. or more, but less than 10 ozs. ;
- (vi) " 10 oz. pot or glass " means any glass or similar container containing not less than 10 ozs. ;
- (vii) " Bottle " means a reputed quart (26 ozs.).

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 of this Order may be sold by retail in the York Areas 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 the 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 York Areas, 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 York Areas 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 York Areas, 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	9
Per 10 gallon keg	4	5	6
Per 5 gallon keg	2	3	3

Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—

	s.	d.
Per 10 oz. pot or glass	0	8½
Per 9 oz. glass	0	7½
Per 8 oz. glass	0	7
Per 6 oz. glass	0	6½
Per 5 oz. glass	0	6½
Per small 5 oz. glass	0	3
With dash of bottled beer, stout or cordial, extra	0	1

Bottled Western Australian Ale or Lager—

	£	s.	d.
Per bottle	2	0	
Per 8 oz. glass	0	10	
Per 6 oz. glass	0	7½	
Per 5 oz. glass	0	7½	
Per small 5 oz. glass	0	4	

Bottled Western Australian Stout—

	£	s.	d.
Per bottle	2	1	
Per 8 oz. glass	0	10	
Per 6 oz. glass	0	7½	
Per 5 oz. glass	0	7½	
Per small 5 oz. glass	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 133.

Ales, Lagers and Stouts—Narrogin Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 133.

Revocation.

2. Commonwealth Prices Regulation Order No. 2005 published in the *Commonwealth Gazette* on the 13th day of March, 1945, 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. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Narrogin Areas" 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:—Narrogin, Wagin, Boddington, Brookton, Pingelly, Popanyinning, Cuballing, Wandering, Highbury, Williams, Wickepin, Yealering and Quindanning;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
- (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz.;
- (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz.;
- (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz.;
- (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz.;
- (vii) "10 oz. pot or glass" means any glass or similar container containing 10 oz. or more, but less than 11 oz.;
- (viii) "11 oz. pot or glass" means any glass or similar container containing 11 oz. or more, but less than 12 oz.;
- (ix) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz.;
- (x) "Bottle" means a reputed quart (26 oz.).

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 Narrogin Areas, 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 Narrogin Areas, 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 Narrogin Areas 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 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 Narrogin Areas 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	10	9
Per 10 gallon keg	....	....	....	....	....	....	4	7	3
Per 5 gallon keg	....	....	....	....	....	....	2	4	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 12 oz. pot or glass	....	....	....	....	....	....	0	9½	
Per 11 oz. pot or glass	....	....	....	....	....	....	0	9	
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	0	7½	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	0	6½	
Per 6 oz. glass	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	8½	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	8½	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 134.

Ales, Lagers and Stouts—Dumbleyung Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 134.

Revocation.

2. Commonwealth Prices Regulation Order No. 2010 published in the *Commonwealth Gazette* on the 20th day of March, 1945, 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. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Dumbleyung Areas" 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:—Dumbleyung, Kukerin, Lake Grace and Newdegate ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
- (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz. ;
- (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz. ;
- (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
- (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
- (vii) "10 oz. pot or glass" means any glass or similar container containing not less than 10 oz. ;
- (viii) "Bottle" means a reputed quart (26 ozs.).

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 Dumbleyung Areas 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 Dumbleyung Areas 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 Dumbyleung Areas 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 Dumbleyung Areas 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	14	6
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	9	3
Per 5 gallon keg	....	....	....	....	....	....	....	....	....	2	5	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—											s.	d.
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	9	
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6¼	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—												
Per bottle	....	....	....	....	....	....	....	....	....	2	3	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	8	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	

The Schedule—*continued*.

Bottled Western Australian Stout—

Per bottle	2	4
Per 8 oz. glass	0	10
Per 7 oz. glass	0	9
Per 6 oz. glass	0	8
Per 5 oz. glass	0	7½
Per small 5 oz. glass	0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 135.

Ales, Lagers and Stouts—Katanning Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 135.

Revocation.

2. Commonwealth Prices Regulation Order No. 1973 published in the *Commonwealth Gazette* on the 1st day of March, 1945, 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. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Katanning Areas" 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:—Katanning, Woodanilling, Kojonup, Broome Hill, Tambellup and Gnowangerup;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
(ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
(iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz.;
(iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz.;
(v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz.;
(vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz.;
(vii) "10 oz. pot or glass" means any glass or similar container containing 10 oz. or more, but less than 12 oz.;
(viii) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz.;
(ix) "Bottle" means a reputed quart (26 oz.).

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 Katanning Areas 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 Katanning Areas, 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 Katanning Areas 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 Katanning Areas 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	14	0
Per 10 gallon keg	....	....	....	....	....	....	4	9	0
Per 5 gallon keg	....	....	....	....	....	....	2	4	6
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 12 oz. pot or glass	....	....	....	....	....	....	0	10	
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	0	7½	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	0	6½	
Per 6 oz. glass	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—							2 2		
Per bottle	....	....	....	....	....	....	0	10	
Per 8 oz. glass	....	....	....	....	....	....	0	8½	
Per 7 oz. glass	....	....	....	....	....	....	0	7½	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—							2 3		
Per bottle	....	....	....	....	....	....	0	10	
Per 8 oz. glass	....	....	....	....	....	....	0	8½	
Per 7 oz. glass	....	....	....	....	....	....	0	7½	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 136.

Ales, Lagers and Stouts—Albany Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 136.

Revocation.

2. Commonwealth Prices Regulation Order No. 2006 published in the *Commonwealth Gazette* on the 13th day of March, 1945, 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. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Albany Areas" 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:—Albany, Cranbrook, Denmark and Mt. Barker;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. Glass" means any glass or similar container containing less than 5 ozs.;
(ii) "5 oz. Glass" means any glass or similar container containing 5 ozs. or more, but less than 6 ozs.;
(iii) "6 oz. Glass" means any glass or similar container containing 6 ozs. or more, but less than 7 ozs.;
(iv) "7 oz. Glass" means any glass or similar container containing 7 ozs. or more, but less than 8 ozs.;

Definitions—*continued*.

- (v) "8 oz. Glass" means any glass or similar container containing 8 ozs. or more, but less than 9 ozs. ;
- (vi) "9 oz. Glass" means any glass or similar container containing 9 ozs. or more, but less than 10 ozs. ;
- (vii) "10 oz. Pot or Glass" means any glass or similar container containing 10 ozs. or more, but less than 12 ozs. ;
- (viii) "12oz. Pot or Glass" means any glass or similar container containing not less than 12ozs. ;
- (ix) "Bottle" means a reputed quart (26 ozs.).

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 Albany Areas 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 Albany Areas 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 the 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 the 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 Albany Areas 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 Albany Areas 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	17	6
Per 10 gallon keg	4	11	6
Per 5 gallon keg	2	6	3

Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—

	s.	d.
Per 12 oz. pot or glass	0	10
Per 10 oz. pot or glass	0	8
Per 9 oz. glass	0	7½
Per 8 oz. glass	0	7
Per 6 oz. glass	0	6½
Per 5 oz. glass	0	6½
Per small 5 oz. glass	0	3
With dash of bottled beer, stout or cordial, extra	0	1

Bottled Western Australian Ale and Lager—

	s.	d.
Per bottle	2	2
Per 8 oz. glass	0	10
Per 7 oz. glass	0	9
Per 6 oz. glass	0	8
Per 5 oz. glass	0	7½
Per small 5 oz. glass	0	4

Bottled Western Australian Stout—

	s.	d.
Per bottle	2	3
Per 8 oz. glass	0	10
Per 7 oz. glass	0	9
Per 6 oz. glass	0	8
Per 5 oz. glass	0	7½
Per small 5 oz. glass	0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 137.

Ales, Lagers and Stouts—Northam Area.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 137.

Revocation.

2. Commonwealth Prices Regulation Order No. 1996 published in the *Commonwealth Gazette* on the 7th day of March, 1945, 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. 2109, the 5th day of June, 1945 ;
- No. 2239, the 10th day of September, 1945 ;
- No. 2240, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Northam Area" means all those areas of Western Australia comprised within a radius of three miles from the principal post office at Northam ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
- (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 8 oz. ;
- (iv) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 10 oz. ;
- (v) "10 oz. pot or glass" means any glass or similar container containing 10 oz. or more, but less than 11 oz. ;
- (vi) "11 oz. pot or glass" means any glass or similar container containing not less than 11 oz. ;
- (vii) "Bottle" means a reputed quart (26 ozs.).

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 Northam 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 Northam 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 Northam 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 Northam 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	6	0
Per 10 gallon keg	....	....	....	....	....	....	4	4	6
Per 5 gallon keg	....	....	....	....	....	....	2	2	9
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—									
Per 11 oz. pot or glass	....	....	....	....	....	....	0	8	$\frac{1}{2}$
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6	$\frac{1}{2}$
Per 5 oz. glass	....	....	....	....	....	....	0	6	$\frac{1}{2}$
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	1	11	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	0	7	$\frac{1}{2}$
Per 5 oz. glass	....	....	....	....	....	....	0	7	$\frac{1}{2}$
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	2	0	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	0	7	$\frac{1}{2}$
Per 5 oz. glass	....	....	....	....	....	....	0	7	$\frac{1}{2}$
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 138.

Ales, Lagers and Stouts—Outer Northam Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 138.

Revocation.

2. Commonwealth Prices Regulation Order No. 2241 published in the *Commonwealth Gazette* on the 10th day of September, 1945, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—
 - (a) "Outer Northam Areas" 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 :—Cunderdin, Tammin, Spencers Brook, Grass Valley, Toodyay, Bolgart, Meckering, Dowerin, Goomalling, Jennacubbine and Bakers Hill ;
 - (b) "Oz." means, a fluid ounce or ounces as the case may be ;
 - (c) (i) "Small 5 oz. Glass" means, any glass or similar container containing less than 5 oz. ;
 - (ii) "5 oz. Glass" means, any glass or similar container containing 5 oz. or more, but less than 6 ozs. ;
 - (iii) "6 oz. Glass" means, any glass or similar container containing 6 ozs. or more, but less than 8 ozs. ;
 - (iv) "8 oz. Glass" means, any glass or similar container containing 8 ozs. or more, but less than 10 ozs. ;
 - (v) "10 oz. Pot or Glass" means, any glass or similar container containing 10 oz. or more, but less than 11 ozs. ;
 - (vi) "11 oz. Pot or Glass" means, any glass or similar container containing not less than 11 ozs. ;
 - (vii) "Bottle" means a reputed quart (26 ozs.).

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 Outer Northam Areas, 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 Outer Northam Areas 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 Outer Northam Areas 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 Outer Northam Areas 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	0
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	5	0
Per 5 gallon keg	....	....	....	....	....	....	....	....	....	2	3	0
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—												
Per 11 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	8½	
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—												
Per bottle	....	....	....	....	....	....	....	....	....	2	0	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—												
Per bottle	....	....	....	....	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 139.

Ales, Lagers and Stouts—Wyalkatchem Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following order:—

Citation.

1. This Order may be cited as Prices Control Order No. 139.

Revocation.

2. Commonwealth Prices Regulation Order No. 1972 published in the *Commonwealth Gazette* on the 1st day of March, 1945, 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. 2134, the 28th day of June, 1945 ;
No. 2109, the 5th day of June, 1945 ;
No. 2239, the 10th day of September, 1945,

The Schedule—*continued*.

Bottled Western Australian Stout—										s. d.
Per bottle	....	....	....	....	....	....	....	....	....	2 3
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0 10
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0 8½
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0 7½
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0 7½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0 4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 140.

Ales, Lagers and Stouts—Merredin Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 140.

Revocation.

2. Commonwealth Prices Regulation Order No. 1975 published in the *Commonwealth Gazette* on the 1st day of March, 1945, 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. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Merredin Areas" 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:—Merredin, Kellerberrin, Doodlakine, Hines Hill, Burracoppin and Carra-bin;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
 - (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
 - (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz.;
 - (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz.;
 - (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 10 oz.;
 - (vi) "10 oz. pot glass or" means any glass or similar container containing 10 oz. or more, but less than 11 oz.;
 - (vii) "11 oz. glass or pot" means any glass or similar container containing not less than 11 oz.;
 - (viii) "Bottle" means a reputed quart (26 ozs.).

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 Merredin Areas, 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 Merredin Areas 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 Merredin Areas 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 Merredin 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	10	9
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	7	0
Per 5 gallon keg	....	....	....	....	....	....	....	....	....	2	4	0
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—										s. d.		
Per 11 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	9	
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	8½	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—										2 1		
Per bottle	....	....	....	....	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—										2 2		
Per bottle	....	....	....	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 141.

Ales, Lagers and Stouts—Bruce Rock Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 141.

Revocation.

2. Commonwealth Prices Regulation Order No. 1977 published in the *Commonwealth Gazette* on the 2nd day of March, 1945 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. 2109, the 5th day of June, 1945.
No. 2121, the 12th day of June, 1945.
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears—

- (a) "Bruce Rock Areas" 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 :—Bruce Rock, Kwolyin, Corrigin, Ardath, Muntadgin, Narembreen, Kulin, and Kondinin ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. Glass" means any glass or similar container containing less than 5 ozs. ;
(ii) "5 oz. Glass" means any glass or similar container containing 5 ozs. or more, but less than 6 ozs. ;
(iii) "6 oz. Glass" means any glass or similar container containing 6 ozs., or more but less than 7 ozs. ;

Definitions—*continued*.

- (iv) "7 oz. Glass" means any glass or similar container containing 7 ozs. or more, but less than 8 ozs. ;
- (v) "8 oz. Glass" means any glass or similar container containing 8 ozs. or more, but less than 9 ozs. ;
- (vi) "9 oz. Glass" means any glass or similar container containing 9 ozs. or more but less than 10 ozs. ;
- (vii) "10 oz. Pot or Glass" means any glass or similar container containing 10 ozs. or more, but less than 11 ozs. ;
- (viii) "11 oz. Pot or Glass" means any glass or similar container containing not less than 11 ozs. ;
- (ix) "Bottle" means a reputed quart (26 ozs.).

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 Bruce Rock Areas 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 Bruce Rock Areas, 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 Bruce Rock Areas 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 Bruce Rock 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	12	6
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	8	0
Per 5 gallon keg	....	....	....	....	....	....	....	....	....	2	4	9
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—												
Per 11 oz. pot or glass	....	....	....	....	....	....	....	....	....	0		9
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0		8½
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	0		7½
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0		7
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0		6½
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0		6½
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0		6½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0		3
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....	0		1
Bottled Western Australian Ale and Lager—												
Per bottle	....	....	....	....	....	....	....	....	....	2		2
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0		10
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0		8½
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0		7½
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0		7½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0		4
Bottled Western Australian Stout—												
Per bottle	....	....	....	....	....	....	....	....	....	2		3
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0		10
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0		8½
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0		7½
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0		7½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0		4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 142.

Ales, Lagers and Stouts—Southern Cross Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 142.

Revocation.

2. Commonwealth Prices Regulation Order No. 2072 published in the *Commonwealth Gazette* on the 26th day of April, 1945, 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. 2109, the 5th day of June, 1945 ;
 No. 2117, the 11th day of June, 1945 ;
 No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—

- (a) "Southern Cross Areas" 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 :—Southern Cross, Bullfinch, Westonia, Marvel Loch, Mount Palmer, and includes the towns of Moorine Rock and Karalee ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
 (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
 (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz. ;
 (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz. ;
 (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
 (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
 (vii) "10 oz. pot or glass" means any glass or similar container containing not less than 10 oz. ;
 (viii) "Bottle" means a reputed quart (26 ozs.).

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 Southern Cross Areas 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 Southern Cross Areas, 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 Southern Cross Areas 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 Southern Cross Areas 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	14	3
Per 10 gallon keg	....	....	....	....	....	....	4	8	9
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 10 oz. pot or glass	....	....	....	....	....	....	0	9	
Per 9 oz. glass	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	8	
Per 6 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	8	
Per 6 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 143.

Ales, Lagers and Stouts—Norseman Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 143.

Revocation.

2. Commonwealth Prices Regulation Order No. 2122 published in the *Commonwealth Gazette* on the 12th day of June, 1945 as amended by the Commonwealth Prices Regulation Order No. 2239, published in the *Commonwealth Gazette* on the 10th day of September, 1945, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Norseman Areas" 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:—Norseman, Widgiemooltha, and Salmon Gums;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 5 oz. Glass" means any glass or similar container containing less than 5 ozs.;
 - (ii) "5 oz. Glass" means any glass or similar container containing 5 oz. or more, but less than 6 ozs.;
 - (iii) "6 oz. Glass" means any glass or similar container containing 6 ozs. or more, but less than 7 ozs.;
 - (iv) "7 oz. Glass" means any glass or similar container containing 7 ozs. or more, but less than 8 ozs.;
 - (v) "8 oz. Glass" means any glass or similar container containing 8 ozs. or more, but less than 9 ozs.;
 - (vi) "9 oz. Glass" means any glass or similar container containing 9 ozs. or more, but less than 10 ozs.;
 - (vii) "10 oz. Pot or Glass" means any glass or similar container containing not less than 10 ozs.;
 - (viii) "Bottle" means a reputed quart (26 ozs.).

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 Norseman Areas, 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 Norseman Areas, 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 Norseman Areas 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 and stout specified in a notice given in pursuance of this paragraph may be sold in the Norseman Areas 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	14	9
Per 10 gallon keg	....	....	....	....	....	....	4	9	0
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—							s. d.		
Per bottle	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	7	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—							s. d.		
Per bottle	....	....	....	....	....	....	2	3	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	7	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 144.

Ales, Lagers and Stouts—Esperance Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 144.

Revocation.

2. Commonwealth Prices Regulation Order No. 2453 published in the *Commonwealth Gazette* on the 4th day of March, 1946, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Esperance Areas" 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:—Esperance, Gibson and Grass Patch;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;

Definitions—*continued*.

- (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz. ;
- (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz. ;
- (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
- (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
- (vii) "10 oz. pot or glass" means any glass or similar container containing not less than 10 oz. ;
- (viii) "Bottle" means a reputed quart (26 ozs.).

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 Esperance Areas, 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 Esperance Areas, 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 Esperance Areas, 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 Esperance Areas, 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	....	....	....	....	....	....	....	....	....	8	1	9
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	13	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—										s. d.		
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—												
Per bottle	....	....	....	....	....	....	....	....	....	2	4	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—												
Per bottle	....	....	....	....	....	....	....	....	....	2	5	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 145.

Ales, Lagers and Stouts—Northern Goldfields Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 145.

Revocation.

2. Commonwealth Prices Regulation Order No. 1758 published in the *Commonwealth Gazette* on the 20th day of October, 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. 1883, the 4th day of January, 1945 ;
 No. 2109, the 5th day of June, 1945 ;
 No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—

- (a) "Northern Goldfields Areas" 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 :—Kookynie, Leonora, Morgans, Murrin Murrin, Laverton, Beria, Gwalia, Malcolm, Menzies and Comet Vale ;
- (b) "Oz." means, a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. Glass" means, any glass or similar container containing less than 5 ozs. ;
- (ii) "Small 6 oz. Glass" means, any glass or similar container containing less than 6 ozs. ;
- (iii) "5 oz. Glass" means, any glass or similar container containing 5 ozs. or more, but less than 6 ozs. ;
- (iv) "6 oz. Glass" means, any glass or similar container containing 6 ozs. or more, but less than 8 ozs. ;
- (v) "8 oz. Glass" means, any glass or similar container containing 8 ozs. or more, but less than 9 ozs. ;
- (vi) "9 oz. Glass" means, any glass or similar container containing 9 ozs. or more, but less than 10 ozs. ;
- (vii) "10 oz. Pot or Glass" means, any glass or similar container containing 10 ozs. or more, but less than 20 ozs. ;
- (viii) "20 oz. Pot" means, any glass or similar container containing 20 ozs. or more ;
- (ix) "Bottle" means a reputed quart (26 ozs.).

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 Northern Goldfields Areas, 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 Northern Goldfields Areas, 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 Northern Goldfields Areas 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 Northern Goldfields Areas 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.

							£	s.	d.
Draught Western Australian Ale and Lager—									
Per 18 gallon keg	....	....	....	....	....	....	7	15	0
Per 10 gallon keg	....	....	....	....	....	....	4	9	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—									
Per 20 oz. pot or glass	....	....	....	....	....	....	1	4	
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8	
Per 9 oz. glass	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6	
Per small 6 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	2	5	
Per 8 oz. glass	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	2	6	
Per 8 oz. glass	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	0	7	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 146.

Ales, Lagers and Stouts—Lawlers Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 146.

Revocation.

2. Commonwealth Prices Regulation Order No. 2123 published in the *Commonwealth Gazette* on the 12th day of June, 1945, as amended by Commonwealth Prices Regulation Order No. 2239 published in the *Commonwealth Gazette* on the 10th day of September, 1945, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Lawlers Areas" 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:—Lawlers, Mount Sir Samuel, Kathleen Valley and Yarri;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
- (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
- (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz.;
- (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz.;
- (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz.;
- (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz.;
- (vii) "10 oz. pot or glass" means any glass or similar container containing not less than 10 oz.;
- (viii) "Bottle" means a reputed quart (26 ozs.).

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 Lawlers Areas, 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 Lawlers Areas, 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 Lawlers Areas 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 Lawlers Areas 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	....	....	....	....	....	....	8	3	6
Per 10 gallon keg	....	....	....	....	....	....	4	14	0
Draught Western Australian Ale and Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 10 oz. pot or glass	....	....	....	....	....	....	0	9	
Per 9 oz. glass	....	....	....	....	....	....	0	8½	
Per 8 oz. glass	....	....	....	....	....	....	0	8	
Per 7 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6	
Per 5 oz. glass	....	....	....	....	....	....	0	6	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	2	7	
Per 9 oz. glass	....	....	....	....	....	....	1	0	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	0	8	
Per 5 oz. glass	....	....	....	....	....	....	0	7	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	2	8	
Per 9 oz. glass	....	....	....	....	....	....	1	0	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	0	8	
Per 5 oz. glass	....	....	....	....	....	....	0	7	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICE CONTROL ACT, 1948.

Prices Control Order No. 147.

Ales, Lagers and Stouts—Moora Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 147.

Revocation.

2. Commonwealth Prices Regulation Order No. 1976 published in the *Commonwealth Gazette* on the 1st day of March, 1945 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. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intentions appears :—

- (a) "Moora Areas " 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 :—Moora, Gingin, and Mogumber ;
- (b) "Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) "Small 5 oz. Glass " means any glass or similar container containing less than 5 ozs. ;
- (ii) "5 oz. Glass " means any glass or similar container containing 5 ozs. or more, but less than 6 ozs. ;
- (iii) "6 oz. Glass " means any glass or similar container containing 6 ozs. or more, but less 7 ozs. ;
- (iv) "7 oz. Glass " means any glass or similar container containing 7 ozs. or more, but less than 8 ozs. ;
- (v) "8 oz. Glass " means any glass or similar container containing 8 ozs. or more, but less than 9 ozs. ;
- (vi) "9 oz. Glass " means any glass or similar container containing 9 ozs. or more, but less than 10 ozs. ;
- (vii) "10 oz. Glass or Pot " means any glass or similar container containing 10 ozs. or more, but less than 12 ozs. ;
- (viii) "12 oz. Pot or Glass " means any glass or similar container containing not less than 12 ozs. ;
- (ix) "Bottle " means a reputed quart (26 ozs.).

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 Moora Areas 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 Moora Areas, 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 Moora Areas 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 Moora Areas 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	9
Per 10 gallon keg ....	....	4	5	6
Per 5 gallon keg ....	....	2	3	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—			s.	d.
Per 12 oz. pot or glass ....	....		0	10
Per 10 oz. pot or glass ....	....		0	8½
Per 9 oz. glass ....	....		0	8
Per 8 oz. glass ....	....		0	7
Per 6 oz. glass ....	....		0	6½
Per 5 oz. glass ....	....		0	6¼
Per small 5 oz. glass ....	....		0	3
With dash of bottled beer, stout or cordial, extra ....	....		0	1

The Schedule—*continued*.

Bottled Western Australian Ale and Lager—										s.	d.
Per bottle	....	....	....	....	....	....	....	....	....	2	1
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	9
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	8
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	3
Bottled Western Australian Stout—										s.	d.
Per bottle	....	....	....	....	....	....	....	....	....	2	2
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	9
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	8
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6½
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	3

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 148.

Ales, Lagers and Stouts—Dalwallinu Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order :—

Citation.

1. This Order may be cited as Prices Control Order No. 148.

Revocation.

2. Commonwealth Prices Regulation Order No. 2076 published in the *Commonwealth Gazette* on the 7th day of May, 1945, 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. 2109, the 5th day of June, 1945 ;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—
 - (a) "Dalwallinu Areas" 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 :—Dalwallinu, Wongan Hills, Ballidu, Pithara, Wubin and Miling ;
 - (b) "Oz." means a fluid ounce or ounces as the case may be ;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz. ;
 - (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
 - (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 8 oz. ;
 - (iv) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
 - (v) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
 - (vi) "10 oz. pot or glass" means any glass or similar container containing 10 oz. or more, but less than 11 oz. ;
 - (vii) "11 oz. pot or glass" means any glass or similar container containing 11 oz. or more, but less than 12 oz. ;
 - (viii) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz. ;
 - (ix) "Bottle" means a reputed quart (26 ozs.).

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 Dalwallinu Areas 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 Dalwallinu Areas, 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 Dalwallinu Areas 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 Dalwallinu Areas 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	11	0
Per 10 gallon keg	....	....	....	....	....	....	4	7	3
Per 5 gallon keg	....	....	....	....	....	....	2	4	3
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—								s.	d.
Per 12 oz. pot or glass	....	....	....	....	....	....		0	10
Per 11 oz. pot or glass	....	....	....	....	....	....		0	9
Per 10 oz. pot or glass	....	....	....	....	....	....		0	8½
Per 9 oz. glass	....	....	....	....	....	....		0	7½
Per 8 oz. glass	....	....	....	....	....	....		0	7
Per 6 oz. glass	....	....	....	....	....	....		0	6½
Per 5 oz. glass	....	....	....	....	....	....		0	6½
Per small 5 oz. glass	....	....	....	....	....	....		0	3
With a dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....		0	1
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....		2	2
Per 8 oz. glass	....	....	....	....	....	....		0	10
Per 6 oz. glass	....	....	....	....	....	....		0	7½
Per 5 oz. glass	....	....	....	....	....	....		0	7½
Per small 5 oz. glass	....	....	....	....	....	....		0	4
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....		2	3
Per 8 oz. glass	....	....	....	....	....	....		0	10
Per 6 oz. glass	....	....	....	....	....	....		0	7½
Per 5 oz. glass	....	....	....	....	....	....		0	7½
Per small 5 oz. glass	....	....	....	....	....	....		0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 149.

Ales, Lagers and Stouts—Carnamah Area.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 149.

Revocation.

2. Commonwealth Prices Regulation Order No. 1995 published in the *Commonwealth Gazette* on the 7th day of March, 1945, 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. 2109, the 5th day of June, 1945.

No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Carnamah Areas" 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:—Carnamah, Coorow, Three Springs and Mingenew;
- (b) "Oz." means a fluid ounce or ounces as the case may be;
- (c) (i) "Small 5 oz. Glass" means any glass or similar container containing less than 5 ozs.;
- (ii) "5 oz. Glass" means any glass or similar container containing 5 ozs. or more, but less than 6 ozs.;
- (iii) "6 oz. Glass" means any glass or similar container containing 6 ozs. or more, but less than 7 ozs.;
- (iv) "7 oz. Glass" means any glass or similar container containing 7 ozs. or more, but less than 8 ozs.;
- (v) "8 oz. Glass" means any glass or similar container containing 8 ozs. or more, but less than 9 ozs.;
- (vi) "9 oz. Glass" means any glass or similar container containing 9 ozs. or more, but less than 10 ozs.;
- (vii) "10 oz. Pot or Glass" means any glass or similar container containing 10 ozs. or more, but less than 12 ozs.;
- (viii) "12 oz. Pot or Glass" means any glass or similar container containing not less than 12 ozs.;
- (ix) "Bottle" means a reputed quart (26 ozs.).

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 Carnamah Areas 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 Carnamah Areas, 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 Carnamah Areas 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 Carnamah Areas 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	13	0
Per 10 gallon keg	....	....	....	....	....	....	....	....	....	4	8	6
Per 5 gallon keg	....	....	....	....	....	....	....	....	....	2	4	9
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—										s. d.		
Per 12 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	10	
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—										s. d.		
Per bottle	....	....	....	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—										s. d.		
Per bottle	....	....	....	....	....	....	....	....	....	2	3	
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0	9	
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 150.

Ales, Lagers and Stouts—Geraldton Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 150.

Revocation.

2. Commonwealth Prices Regulation Order No. 1994 published in the *Commonwealth Gazette* on the 6th day of March, 1945, 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. 2109, the 5th day of June, 1945;

No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—

- (a) "Geraldton Areas " means all those areas of Western Australia comprised within a radius of three miles from the principal post office at Geraldton ;
- (b) " Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) " Small 5 oz. glass " means any glass or similar container containing less than 5 oz. ;
- (ii) " 5 oz. glass " means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
- (iii) " 6 oz. glass " means any glass or similar container containing 6 oz. or more, but less than 8 oz. ;
- (iv) " 8 oz. glass " means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
- (v) " 9 oz. glass " means any glass or similar container containing 9 oz. or more, but less than 12 oz. ;
- (vi) " 12 oz. pot or glass " means any glass or similar container containing not less than 12 oz. ;
- (vii) " Bottle " means a reputed quart (26 ozs.).

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 Geraldton Areas, 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 Geraldton Areas, 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 Geraldton Areas 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 Geraldton Areas 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.

[illegible]

The Schedule—*continued*.

Bottled Western Australian Stout—										s.	d.
Per bottle ....	....	....	....	....	....	....	....	....	....	2	1
Per 8 oz. glass ....	....	....	....	....	....	....	....	....	....	0	10
Per 6 oz. glass ....	....	....	....	....	....	....	....	....	....	0	7½
Per 5 oz. glass ....	....	....	....	....	....	....	....	....	....	0	7½
Per small 5 oz. glass ....	....	....	....	....	....	....	....	....	....	0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 151.

Ales, Lagers and Stouts—Northampton Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 151.

Revocation.

2. Commonwealth Prices Regulation Order No. 1950 published in the *Commonwealth Gazette* on the 16th day of February, 1945, 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. 2109, the 5th day of June, 1945 ;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Northampton Areas" 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:—Northampton, Nabawa and Yuna ;
 - (b) "Oz." means, a fluid ounce or ounces as the case may be ;
 - (c) (i) "Small 5 oz. Glass" means, any glass or similar container containing less than 5 ozs. ;
 - (ii) "5 oz. Glass" means, any glass or similar container containing 5 ozs. or more, but less than 6 ozs. ;
 - (iii) "6 oz. Glass" means, any glass or similar container containing 6 ozs. or more, but less than 7 ozs. ;
 - (iv) "7 oz. Glass" means, any glass or similar container containing 7 ozs. or more, but less than 8 ozs. ;
 - (v) "8 oz. Glass" means, any glass or similar container containing 8 ozs. or more, but less than 9 ozs. ;
 - (vi) "9 oz. Glass" means, any glass or similar container containing 9 ozs. or more, but less than 10 ozs. ;
 - (vii) "10 oz. Pot or Glass" means, any glass or similar container containing 10 ozs. or more, but less than 12 ozs. ;
 - (viii) "12 oz. Pot or Glass" means, any glass or similar container containing 12 ozs. or more ;
 - (ix) "Bottle" means a reputed quart (26 ozs.).

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 Northampton Areas, 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 downwards 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 Northampton Areas, 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 Northampton Areas 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 Northampton Areas 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	13	9
Per 10 gallon keg	....	....	....	....	....	....	4	9	0
Per 5 gallon keg	....	....	....	....	....	....	2	5	6
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—							s. d.		
Per 12 oz. pot or glass	....	....	....	....	....	....	0	10	
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	0	8	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 7 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6½	
Per 5 oz. glass	....	....	....	....	....	....	0	6½	
Per small 5 oz. glass	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—							s. d.		
Per bottle	....	....	....	....	....	....	2	1	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	8	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—							s. d.		
Per bottle	....	....	....	....	....	....	2	2	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 7 oz. glass	....	....	....	....	....	....	0	8	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 152.

Ales, Lagers and Stouts—Morawa Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 152.

Revocation.

2. Commonwealth Prices Regulation Order No. 1971 published in the *Commonwealth Gazette* on the 26th day of February, 1945, 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. 2109, the 5th day of June, 1945;
No. 2136, the 3rd day of July, 1945;
No. 2239, the 10th day of September, 1945.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Morawa Areas" 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:—Morawa, Caron, Perenjori, Mullewa, Pindar and Wurarga;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
 - (ii) "Small 6 oz. glass" means any glass or similar container containing less than 6 oz.;
 - (iii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
 - (iv) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 8 oz.;
 - (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz.;
 - (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz.;
 - (vii) "10 oz. pot or glass" means any glass or similar container containing not less than 10 oz.;
 - (viii) "Bottle" means a reputed quart (26 ozs.).

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 Morawa Areas, 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 Morawa Areas, 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 Morawa Areas 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 Morawa Areas 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	16	3
Per 10 gallon keg	....	....	....	....	....	....	4	10	3
Per 5 gallon keg	....	....	....	....	....	....	2	5	9
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—									
Per 10 oz. pot or glass	....	....	....	....	....	....	0	8½	
Per 9 oz. glass	....	....	....	....	....	....	0	7½	
Per 8 oz. glass	....	....	....	....	....	....	0	7	
Per 6 oz. glass	....	....	....	....	....	....	0	6½	
Per small 6 oz. glass	....	....	....	....	....	....	0	3	
Dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	0	1	
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	2	3	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	2	4	
Per 8 oz. glass	....	....	....	....	....	....	0	10	
Per 6 oz. glass	....	....	....	....	....	....	0	7½	
Per 5 oz. glass	....	....	....	....	....	....	0	7½	
Per small 5 oz. glass	....	....	....	....	....	....	0	4	

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 153.

Ales, Lagers and Stouts—Murchison Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 153.

Revocation.

2. Commonwealth Prices Regulation Order No. 1752 published in the *Commonwealth Gazette* on the 16th day of October, 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. 1803, the 9th day of November, 1944;
No. 1883, the 4th day of January, 1945;
No. 2109, the 5th day of June, 1945;
No. 2239, the 10th day of September, 1945,

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears :—

- (a) "Murchison Areas " 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 :—Yalgoo, Mt. Magnet, Lake Austin, Cue, Meekatharra, Nannine, Wiluna, Reedy, Big Bell and Sandstone, and includes the towns of Day Dawn and Tuckanarra ;
- (b) " Oz." means a fluid ounce or ounces as the case may be ;
- (c) (i) " Small 5 oz. glass " means any glass or similar container containing less than 5 oz. ;
- (ii) " Small 6 oz. glass " means any glass or similar container containing less than 6 oz. ;
- (iii) " 5 oz. glass " means any glass or similar container containing 5 oz. or more, but less than 6 oz. ;
- (iv) " 6 oz. glass " means any glass or similar container containing 6 oz. or more, but less than 8 oz. ;
- (v) " 8 oz. glass " means any glass or similar container containing 8 oz. or more, but less than 9 oz. ;
- (vi) " 9 oz. glass " means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
- (vii) " 10 oz. pot or glass " means any glass or similar container containing 10 oz. or more, but less than 20 oz. ;
- (viii) " 20 oz. pot or glass " means any glass or similar container containing not less than 20 oz. ;
- (ix) " Bottle " means a reputed quart (26 ozs.).

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 Murchison Areas 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 Murchison Areas 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 Murchison Areas 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 Murchison Areas 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.

The Schedule.										£	s.	d.
Draught Western Australian Ale and Lager—												
Per	18 gallon keg	....	....	....	....	....	....	....	....	8	2	0
Per	10 gallon keg	....	....	....	....	....	....	....	....	4	13	6
Per	5 gallon keg	....	....	....	....	....	....	....	....	2	7	6
Draught Western Australian Ale, Lager, Shandy Gaff or Porter Gaff—												
Per	20 oz. pot or glass	....	....	....	....	....	....	....	....	1	4	
Per	10 oz. pot or glass	....	....	....	....	....	....	....	....	0	8	
Per	9 oz. glass	....	....	....	....	....	....	....	....	0	8	
Per	8 oz. glass	....	....	....	....	....	....	....	....	0	7	
Per	6 oz. glass	....	....	....	....	....	....	....	....	0	6½	
Per	small 6 oz. glass	....	....	....	....	....	....	....	....	0	3	
With dash of bottled beer, stout or cordial, extra										....	....	0 1
Bottled Western Australian Ale and Lager—												
Per	bottle	....	....	....	....	....	....	....	....	2	6	
Per	10 oz. glass	....	....	....	....	....	....	....	....	0	11	
Per	8 oz. glass	....	....	....	....	....	....	....	....	0	9	
Per	6 oz. glass	....	....	....	....	....	....	....	....	0	7½	
Per	5 oz. glass	....	....	....	....	....	....	....	....	0	6½	
Per	small 5 oz. glass	....	....	....	....	....	....	....	....	0	3	

The Schedule—*continued*.

Bottled Western Australian Stout—										s.	d.
Per bottle ....	....	....	....	....	....	....	....	....	....	2	7
Per 8 oz. glass ....	....	....	....	....	....	....	....	....	....	0	9
Per 6 oz. glass ....	....	....	....	....	....	....	....	....	....	0	7½
Per 5 oz. glass ....	....	....	....	....	....	....	....	....	....	0	6½
Per small 5 oz. glass ....	....	....	....	....	....	....	....	....	....	0	3

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 154.

Ales, Lagers and Stouts—Shark Bay, Carnarvon Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 154.

Revocation.

2. Commonwealth Prices Regulation Order No. 2266 published in the *Commonwealth Gazette* on the 27th day of September, 1945, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Shark Bay, Carnarvon Areas" 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:—Shark Bay and Carnarvon;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
 - (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
 - (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz.;
 - (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz.;
 - (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz.;
 - (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz.;
 - (vii) "10 oz. pot or glass" means any glass or similar container containing not less than 10 oz.;
 - (viii) "Bottle" means a reputed quart (26 ozs.).

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 Shark Bay, Carnarvon Areas, 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 Shark Bay, Carnarvon Areas, 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 the 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 Shark Bay, Carnarvon Areas, 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 Shark Bay, Carnarvon Areas, 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, Shandy Gaff or Porter Gaff—										s. d.
Per 10 oz. pot or glass	....	....	....	....	....	....	....	....	....	0 10
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	0 9
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0 8
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0 7
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0 7
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0 4
With dash of bottled beer, stout or cordial, extra										0 1
Bottled Western Australian Ale and Lager—										
Per bottle	....	....	....	....	....	....	....	....	....	2 7½
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	1 0
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0 11
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0 9½
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0 9
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0 8
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0 4
Bottled Western Australian Stout—										
Per bottle	....	....	....	....	....	....	....	....	....	2 8½
Per 9 oz. glass	....	....	....	....	....	....	....	....	....	1 0
Per 8 oz. glass	....	....	....	....	....	....	....	....	....	0 11
Per 7 oz. glass	....	....	....	....	....	....	....	....	....	0 9½
Per 6 oz. glass	....	....	....	....	....	....	....	....	....	0 9
Per 5 oz. glass	....	....	....	....	....	....	....	....	....	0 8
Per small 5 oz. glass	....	....	....	....	....	....	....	....	....	0 4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 155.

Ales, Lagers and Stouts—Onslow, Roebourne, Port Hedland and Broome Areas.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 155.

Revocation.

2. Commonwealth Prices Regulations Order No. 2385 published in the *Commonwealth Gazette* on the 14th day of January, 1946, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Onslow, Roebourne, Port Hedland and Broome Areas" 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:—Onslow, Roebourne, Port Hedland and Broome;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 5 oz. glass" means any glass or similar container containing less than 5 oz.;
 (ii) "5 oz. glass" means any glass or similar container containing 5 oz. or more, but less than 6 oz.;
 (iii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 7 oz.;
 (iv) "7 oz. glass" means any glass or similar container containing 7 oz. or more, but less than 8 oz.;
 (v) "8 oz. glass" means any glass or similar container containing 8 oz. or more, but less than 9 oz.;
 (vi) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz.;
 (vii) "10 oz. pot or glass" means any glass or similar container containing 10 oz. or more, but less than 12 oz.;
 (viii) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz.;
 (ix) "Bottle" means a reputed quart (26 ozs.).

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 Onslow, Roebourne, Port Hedland and Broome Areas 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 Onslow, Roebourne, Port Hedland and Broome Areas 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 Onslow, Roebourne, Port Hedland and Broome Areas 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 Onslow, Roebourne, Port Hedland and Broome Areas, 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, Lager, Shandy Gaff or Porter Gaff—								s. d.
Per 12 oz. pot or glass	....	....	....	....	....	....	....	1 0
Per 10 oz. pot or glass	....	....	....	....	....	....	....	0 11
Per 9 oz. glass	....	....	....	....	....	....	....	0 9
Per 6 oz. glass	....	....	....	....	....	....	....	0 8
Per 5 oz. glass	....	....	....	....	....	....	....	0 7
Per small 5 oz. glass	....	....	....	....	....	....	....	0 4
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	0 1
Bottled Western Australian Ale and Lager—								
Per bottle	....	....	....	....	....	....	....	2 10
Per 12 oz. pot or glass	....	....	....	....	....	....	....	1 3
Per 10 oz. pot or glass	....	....	....	....	....	....	....	1 2
Per 9 oz. glass	....	....	....	....	....	....	....	1 0
Per 8 oz. glass	....	....	....	....	....	....	....	0 11
Per 7 oz. glass	....	....	....	....	....	....	....	0 9½
Per 6 oz. glass	....	....	....	....	....	....	....	0 9
Per 5 oz. glass	....	....	....	....	....	....	....	0 8
Per small 5 oz. glass	....	....	....	....	....	....	....	0 4
Bottled Western Australian Stout—								
Per bottle	....	....	....	....	....	....	....	2 11
Per 12 oz. pot or glass	....	....	....	....	....	....	....	1 3
Per 10 oz. pot or glass	....	....	....	....	....	....	....	1 2
Per 9 oz. glass	....	....	....	....	....	....	....	1 0
Per 8 oz. glass	....	....	....	....	....	....	....	0 11
Per 7 oz. glass	....	....	....	....	....	....	....	0 9½
Per 6 oz. glass	....	....	....	....	....	....	....	0 9
Per 5 oz. glass	....	....	....	....	....	....	....	0 8
Per small 5 oz. glass	....	....	....	....	....	....	....	0 4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 156.

Ales, Lagers and Stouts—Derby and Wyndham Areas.

IN pursuance of the powers conferred upon me by the Prices Control, Regulations 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 156.

Revocation.

2. Commonwealth Prices Regulation Order No. 2628 published in the *Commonwealth Gazette* on the 2nd day of August, 1946, is hereby revoked.

Definitions.

3. In this Order and the Schedule thereto, unless the contrary intention appears:—
 - (a) "Derby and Wyndham Areas" means all those areas of Western Australia comprised within a radius of three miles from the principal post office of Derby and Wyndham;
 - (b) "Oz." means a fluid ounce or ounces as the case may be;
 - (c) (i) "Small 6 oz. glass" means any glass or similar container containing less than 6 oz.;
 - (ii) "6 oz. glass" means any glass or similar container containing 6 oz. or more, but less than 9 oz.;

Definitions—*continued*.

- (iii) "9 oz. glass" means any glass or similar container containing 9 oz. or more, but less than 10 oz. ;
- (iv) "10 oz. pot or glass" means any glass or similar container containing 10 oz. or more, but less than 12 oz. ;
- (v) "12 oz. pot or glass" means any glass or similar container containing not less than 12 oz. ;
- (vi) "Bottle" means a reputed quart (26 ozs.).

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 Derby and Wyndham Areas 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 Derby and Wyndham Areas, 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 Derby and Wyndham Areas 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 Derby and Wyndham Areas, 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, Lager, Shandy Gaff or Porter Gaff —								s.	d.
Per 12 oz. pot or glass	....	....	....	....	....	....	....	1	2
Per 10 oz. pot or glass	....	....	....	....	....	....	....	1	0
Per 9 oz. glass	....	....	....	....	....	....	....	0	11
Per 6 oz. glass	....	....	....	....	....	....	....	0	8
Per small 6 oz. glass	....	....	....	....	....	....	....	0	4
With dash of bottled beer, stout or cordial, extra	....	....	....	....	....	....	....	0	1
Bottled Western Australian Ale and Lager—									
Per bottle	....	....	....	....	....	....	....	2	10
Per 12 oz. pot or glass	....	....	....	....	....	....	....	1	6
Per 10 oz. pot or glass	....	....	....	....	....	....	....	1	4
Per 9 oz. glass	....	....	....	....	....	....	....	1	4
Per 6 oz. glass	....	....	....	....	....	....	....	1	1
Per small 6 oz. glass	....	....	....	....	....	....	....	0	4
Bottled Western Australian Stout—									
Per bottle	....	....	....	....	....	....	....	2	11
Per 12 oz. pot or glass	....	....	....	....	....	....	....	1	6
Per 10 oz. pot or glass	....	....	....	....	....	....	....	1	4
Per 9 oz. glass	....	....	....	....	....	....	....	1	4
Per 6 oz. glass	....	....	....	....	....	....	....	1	1
Per small 6 oz. glass	....	....	....	....	....	....	....	0	4

Dated this 21st day of September, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Prices Control Order No. 164.

Onions.

IN pursuance of the powers conferred upon me by the Prices Control Regulations, 1949, I, Constantin Paul Mathea, Prices Control Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 164.

Revocation.

2. Prices Control Order No. 57 is hereby revoked.

Definitions and Interpretations.

3. In this Order and the Schedules thereto, unless the contrary intention appears—

“Perth metropolitan area” means, all that area comprised within a radius of twelve miles from the General Post Office, Perth;

“Cost per cwt. into retailer’s store” means—

(a) in the case of a retail seller whose place of business is situated within the Perth metropolitan area, the price per cwt. paid or payable by that retail seller for delivery ex wholesale store plus 6d. per cwt.

(b) in the case of a retail seller whose place of business is situated outside the Perth metropolitan area, the price per cwt. paid or payable by that retail seller for the onions, plus the cost, if any, of transporting those onions from the point of delivery to the retail seller to the retail seller’s store.

Provided that no amount shall be included in the cost of transport under the provisions of subparagraph 3 (b), unless such amount is clearly recorded in the books of account of the retail seller;

“Grade I. onions” means, sound onions of similar varietal characteristics, weighing from 2 to 6 oz. each, free from abnormal doubles, root growths, sprouts, dirt or other foreign matter and blemishes caused by disease, insect injury, or sunburns and free of peeled onions;

“Grade II. onions” means, onions of similar varietal characteristics, weighing from 2 to 6 oz. each and free from wet or dry rots, dirt, or other foreign matter, including onions in which peeled onions and slight blemishes which can be removed by the ordinary process of peeling without appreciable increase in waste over that which would occur if the onion were perfect;

“Large onions” means, onions of similar varietal characteristics, which comply with the standard of Grade I., except that the onions shall weigh over 6 oz. each;

“Picklers” means, sound onions complying with the standard of Grade I., and weighing less than 2 oz. each;

“Out of Grade onions” means, onions which do not conform with Grade I., or Grade II., or large onions or picklers.

Sales by Growers.

4. I fix and declare the maximum price at which onions of the grade or kind set out in the first column of the First Schedule to this Order may be sold by the growers to be:—

(a) Where delivery is made at the grower’s premises—the price specified in the second, third or fourth column of that schedule opposite each such grade or kind;

(b) where delivery is made to the purchaser’s premises in the Perth metropolitan area—the price specified in the second, third or fourth column of that schedule opposite each such grade or kind plus one shilling per cwt.;

(c) where delivery is made at any place in the Perth metropolitan area other than the purchaser’s premises—the price specified in the second, third or fourth column of that schedule opposite each such grade or kind plus one shilling per cwt., but less the cost of transporting such onions from the point of delivery to the purchaser to the purchaser’s premises;

(d) where delivery is made outside the Perth metropolitan area at any place other than the grower’s premises, the sum of—

(i) the price specified in the second, third, or fourth column of that schedule opposite each such grade or kind and;

(ii) the cost actually incurred in and properly attributable to transporting such onions from the grower’s premises to the point of delivery to the purchaser.

Provided that no amount shall be included for the cost of transport under the provisions of this paragraph unless such amount is clearly recorded in the books of account of the grower.

Sales by Wholesale.

5. I fix and declare the maximum price at which onions of the grade or kind set out in the first column of the First Schedule to this Order may be sold by a wholesale seller other than a grower to be:—

(a) In respect of sales in the Perth metropolitan area, the sum of—

(i) the price specified in the second, third or fourth column of the First Schedule to this Order opposite each such grade or kind plus 1s. per cwt.;

or
the price paid or payable plus the actual cost, if any, of transporting the onions from the point of delivery to the wholesale seller to the wholesale seller's premises,

whichever is the lesser;

(ii) a margin at the rate of 2s. per cwt. if sold ex wholesale store or at the rate of 2s. 3d. per cwt. if delivered free on rail or at the rate of 2s. 6d. per cwt. if delivered to the purchaser's premises.

(b) In respect of sales outside the Perth metropolitan area, the sum of—

(i) the price specified in the second, third or fourth column of the First Schedule to this Order opposite each such grade or kind;

(ii) the cost actually incurred and properly attributable to transporting the onions from the grower's premises to the wholesale seller's premises;

(iii) a margin at the rate of 2s. per cwt.;

(iv) the cost, if any, incurred and properly attributable to transporting the onions from the wholesale seller's premises to the point of delivery to the purchaser.

Provided that no amount shall be included for the cost of transport under the provisions of this paragraph unless such amount is clearly recorded in the books of account of the wholesale seller.

Sales by Retail.

6. I fix and declare the maximum price at which onions which have been purchased at the cost per cwt. shown in the first column of the Second Schedule to this Order may be sold by retail to be that price specified in the second column of said Schedule opposite each such cost, provided that in respect of a sale of any quantity other than that specified, the maximum price shall be proportionate to that set out for a quantity of 4 lb.

General.

7. If any onions, a maximum price for the sale of which is fixed by the provisions of this Order, are sold in containers, such maximum price shall be deemed to be fixed for the sale of those onions together with such containers.

Onions contained in any one parcel of onions shall be deemed to comply with the standard of a grade specified if at least ninety-five per centum thereof by weight comply with that standard.

Exhibition of Price Tickets.

8. Every person who sells or has for sale onions by retail 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 or notices setting forth his selling price in relation to each lot of onions displayed by that person anywhere upon such place or places of business, in the following manner, that is to say by exhibiting a prices card specifying the selling price applicable to each lot of such onions, displayed so as to properly associate such price with the lot of onions to which that price applies.

Variation of Maximum Price by Notice.

9. Notwithstanding the foregoing provisions of this Order, I declare the maximum price at which any onions specified in a notice in pursuance of this paragraph may be sold for delivery in Western Australia 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 First Schedule.

First Column	Second Column	Third Column	Fourth Column
Grade or kind.	In bags containing more than 56 lb. per bag.	In bags containing more than 28 lb. but not more than 56 lb. per bag.	In bags containing not more than 28 lb. per bag.
Brown or White Onions	Per cwt.	Per cwt.	Per cwt.
	s. d.	s. d.	s. d.
Grade I.	19 6	19 9	20 0
Grade II.	16 0	16 3	16 6
Large Onions	18 0	18 3	18 6
Out of Grade	15 6	15 9	16 0
Picklers	17 0	17 3	17 6

The Second Schedule.

First Column		Second Column					
Cost per cwt. into Retailer's Store.		Maximum Retail Selling Price					
		1 lb. for		Price in pence for			
		1s.	6d.	1 lb.	2 lb.	3 lb.	4 lb.
Over 5s. 9d. but not exceeding 7s. 6d.	12	6	1	2	3	4	
Over 7s. 6d. but not exceeding 9s. 3d.	9½	4¾	1½	2½	4	5	
Over 9s. 3d. but not exceeding 11s. 0d.	8	4	1½	3	4½	6	
Over 11s. 0d. but not exceeding 12s. 6d.	6¾	3¼	2	3½	5½	7	
Over 12s. 6d. but not exceeding 14s. 3d.	6	3	2	4	6	8	
Over 14s. 3d. but not exceeding 16s. 0d.	5¼	2½	2½	5	7	9	
Over 16s. 0d. but not exceeding 17s. 6d.	4¾	2¼	2½	5	7½	10	
Over 17s. 6d. but not exceeding 19s. 3d.	4¼	2	3	6	8½	11	
Over 19s. 3d. but not exceeding 21s. 0d.	4	2	3	6	9	12	
Over 21s. 0d. but not exceeding 22s. 6d.	3¾	1¾	3½	7	10	13	
Over 22s. 6d. but not exceeding 24s. 3d.	3½	1¾	3½	7	10½	14	
Over 24s. 3d. but not exceeding 26s. 0d.	3¼	1½	4	8	11½	15	
Over 26s. 0d. but not exceeding 27s. 9d.	3	1½	4	8	12	16	
Over 27s. 9d. but not exceeding 33s. 3d.	—	—	4½	9	13½	18	
Over 33s. 3d. but not exceeding 36s. 9d.	—	—	5	10	15	20	
Over 36s. 9d. but not exceeding 40s. 3d.	—	—	5½	11	16½	22	
Over 40s. 3d. but not exceeding 43s. 9d.	—	—	6	12	18	24	
Over 43s. 9d. but not exceeding 47s. 3d.	—	—	6½	13	19½	26	
Over 47s. 3d. but not exceeding 50s. 9d.	—	—	7	14	21	28	

Dated at Perth this 28th day of October, 1949.

C. P. MATHEA,
Prices Control Commissioner.

PRICES CONTROL ACT, 1948.

Notice.

Declaration No. 25.

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 Prices Control Regulations, 1949, 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, insofar as it relates to the goods specified in the Schedule to this Declaration No. 25.

Schedule.

Food drinks in powder form, including Ovaltine, Bournvita, Milo and other similar preparations.

Dated at Perth this 28th day of October, 1949.

VAL. R. ABBOTT,
Attorney General.LIQUID FUEL (EMERGENCY PROVISIONS)
ACT, 1949.

Returns of Motor Spirit Supplied.

PURSUANT to the powers conferred on me by section 13 of the Liquid Fuel (Emergency Provisions) Act, 1949, I, Harrie Stephen Seward, Minister for Transport, hereby require any person who has at any time between the 6th day of June, 1949, and the 14th day of November, 1949 (both dates inclusive) supplied to any person motor spirit in a quantity in excess of 20 gallons at any one time to furnish to me at the office of the Liquid Fuel Control Board of Western Australia, 862 Hay Street, Perth, not later than the 21st day of November, 1949, a return, in respect of each supply exceeding 20 gallons, setting forth—

- the name, address and occupation of the supplier and recipient;
- the quantity supplied;
- the date when and the place where the supply was delivered to the recipient;
- the type and size of the containers of the supply.

The terms of this notice shall not apply to stocks delivered by a bulk supplier of motor spirit to a retailer for purposes of re-sale.

Failure to make a return as required or the making in any return of any statement which is false or misleading in any particular is an offence against this Act. Any person failing to make a return as required or making a statement therein which is false or misleading in any particular is liable for a first offence to a fine not exceeding £200 and for a second or subsequent offence to a fine not exceeding £500 or to imprisonment for not more than 12 months.

Dated this 26th day of October, 1949.

H. S. SEWARD,
Minister for Transport.

TRANSFER OF LAND ACT, 1893-1948.

Crown Law Department,
Perth, 27th October, 1949.

HIS Excellency the Governor in Executive Council has approved of the appointment of Hurtle Milford Beames, of Kalgoorlie, as a Sworn Valuator under the Transfer of Land Act, 1893-1948.

DECLARATIONS AND ATTESTATIONS ACT, 1913.

HIS Excellency the Governor in Executive Council has approved of the appointment of Clement Joseph Armstrong, of Perth, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

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

Constable Leslie Vincent McCall, as Acting Bailiff of the Kojonup Local Court, during the absence on annual leave of Constable I. C. Ivers.

Constable O. F. G. Cox as Acting Bailiff of the Narrogin Local Court at Boddington, during the absence on annual leave of Constable A. T. Naylor.

Sergt. George Meyer as Bailiff of the Bunbury Local Court, *vice* Sergt. J. M. Corr, transferred.

Sergt. William John Chambers as Acting Bailiff of the Bunbury Local Court, during the absence on annual leave of Sergt. George Meyer.

Sergt. Frederick James Potts as Acting Bailiff of the Pinjarra Local Court, during the absence on leave of Sergt. S. G. Daws.

Sergt. Preston Henry Strahan, as Bailiff of the Derby Local Court, *vice* Sergt. Glen Roy King, transferred.

Constable Ernest James Gilmore as Acting Bailiff of the Katanning Local Court at Gnowangerup, during the absence on annual leave of Constable L. D. Thompson.

Constable Hilton Herman Wilhelm, as Bailiff of the Derby Local Court at Fitzroy Crossing, *vice* Constable J. E. Weaver, transferred.

Constable Cedric Vernon Eaton as Acting Bailiff of the Geraldton Local Court, *vice* Sergt. L. H. Scott, transferred.

Sergt. Stanley Anderson as Bailiff of the Geraldton Local Court, *vice* Cedric Vernon Eaton.

Sergt. William Roelands Andrews as Bailiff of the Broome Local Court, *vice* Sergt. S. Anderson, transferred.

THE Department has been notified that cheque No. 998, dated the 13th October, 1949, drawn on the Clerk of Courts Trust Fund for the sum of £1 19s. 11d., in favour of G. Harris, has been lost by the payee. Payment has been stopped and it is intended to issue a fresh cheque in lieu thereof.

H. SHEAN,
Under Secretary for Law.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

In the matter of the Industrial Arbitration Act, 1912-1948, and in the matter of Part VII. of the said Act—Basic Wage.

The 24th day of October, 1949—Basic Wage.

IN pursuance of the provisions of the above Act and subject to the conditions therein prescribed, the Court of Arbitration hereby adjusts and amends the basic wage declaration made on the 13th day of May, 1949, so as to read and have effect as follows:—

Adults.

(1) Metropolitan Area, which for this purpose shall be taken to be that portion of the State comprised within a radius of fifteen (15) miles from the General Post Office, Perth—

	Per Week.
	£ s. d.
Males	6 15 11
Females	3 13 5

(2) Agricultural Areas, being the South-West Land Division of the State, except such portion thereof as is comprised within the Metropolitan Area as defined herein—

	Per Week.
	£ s. d.
Males	6 15 4
Females	3 13 1

(3) Goldfields Areas and all other portions of the State, exclusive of the South-West Land Division—

	Per Week.
	£ s. d.
Males	7 2 11
Females	3 17 2

Apprentices and Junior Workers.

(4) The wages being paid to these workers will be altered proportionately, if and when necessary, to the alterations in the basic wages above declared by the application of the percentage where percentages are fixed in the Award or Industrial Agreement and by direct proportion where the amount and not percentage is prescribed.

Contract of Employment.

(5) Payment shall be pro rata where the term of employment is for less than one (1) week.

This Order shall take effect from and inclusive of the date hereof: Provided that payment of the amounts by which the basic wage has been increased by virtue of this Order may at the employer's option be delayed until the end of the first pay period which commences after this date.

By the Court.

[L.S.]

(Sgd.) L. W. JACKSON,
President.

THE HEALTH ACT, 1911-1948.

Public Health Department,
Perth, 21st October, 1949.

THE following appointment made by the undermentioned Local Health Authority is hereby approved:—

Greenough Road Board—Dr. A. J. Beaumont, to be District Medical Officer.

C. E. COOK,
Commissioner of Public Health.

P.H.D. 1436/20.

I, ANNIE FLORENCE GILLIES CARDELL-OLIVER, Minister for Public Health, being the Minister administering the provisions of the Health Act, 1911-1948, hereby, under the provisions of section 250 of the said Act, authorise the Commissioner of Public Health, and his deputy, for a period of six months from the 4th day of November, 1949, to exercise within each of the health districts of the State of Western Australia, as constituted under the Act aforesaid, and to delegate to any Public Health official, the special powers specified in section 250 of the Act aforesaid, that is to say:—

(a) All the powers specified in subsections (1) to (16), inclusive.

(b) With the approval of the Minister, the power specified in subsections (17) and (17a).

(c) Any other power conferred upon him by the Governor under subsection (18).

Dated this 20th day of October, 1949.

FLORENCE CARDELL-OLIVER,
Minister for Public Health.

NATIVE ADMINISTRATION ACT, 1905-1947.

D.N.A. 408/47.

PURSUANT to Native Administration Regulation 135, it is hereby notified, for general information, that the Hon. Minister controlling the Department of Native Affairs has issued the authority required by the regulation in respect of the following person:—Rev. Father E. Bryan, to be Superintendent of the White Springs Station Mission.

S. G. MIDDLETON,
Commissioner of Native Affairs.

NATIVE ADMINISTRATION ACT, 1905-1947.

D.N.A. 408/47.

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 regulation for the establishment by the governing authority of Roman Catholic Bishop of Geraldton of a native mission to be known as the White Springs Station Mission at White Springs Station, in the Pilbara District.

S. G. MIDDLETON,
Commissioner of Native Affairs.

Department of Native Affairs,
Perth, 26th October, 1949.

THE Hon. Minister for Native Affairs has approved of the cancellation of Certificates of Exemption No. A539 issued to Susie Indieh dated 19th January, 1949, and No. A540 issued to Mary Josephine Taylor dated 19th January, 1949.

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:—

CARNARVON.

2nd November, 1949, at 11 a.m., at the Court House—
‡Carnarvon—*Sub. 74, 2a. Or. 29p., £15; *Sub. 75, 2a. Or. 29p., £15; *410, 3a. Or. 35p., £10; Town ‡476, 1r. 20p., £10; Town 477, 1r. 20p., £10.

MEEKATHARRA.

2nd November, 1949, at 11 a.m., at the Office of the Mining Registrar—
‡Meekatharra—Town ‡265, 1r., £15.

KATANNING.

3rd November, 1949, at 11 a.m., at the Government Land Agency—
‡Katanning—Town 910, 1r. 22p., £45.

NARROGIN.

3rd November, 1949, at noon, at the Government Land Agency—
‡Bullaring—Town 22, 1r., £15.

NORTHAM.

10th November, 1949, at 11.30 a.m., at the Court House—
‡Buntine—Town 26, 1r., £15; Town 27, 1r., £15; Town 28, 1r., 2.8p., £15.
‡Dalwallinu—Town 149, 1r., £50.
‡Quairading—Town 194, 32.4p., £15; Town 197, 32.4p., £15; Town 198, 37.5p., £20; Town 201, 32.4p., £20.

BRUCE ROCK.

11th November, 1949, at 11 a.m., at the Rural and Industries Bank—
‡Bruce Rock—Town ‡142, 39.9p., £35; Town 143, 1r., £30; Town 145, 1r., £30.

PERTH.

11th November, 1949, at 11 a.m., at the Department of Lands and Surveys—
‡Mt. Helena—*¶108, 8a. Or. 15p., £25 *¶119, 4a. 1r. 35p., £15.
‡Parkerville—*¶286, 1a. Or. 10p., £10; *¶292, 1a. Or. 10p., £10.
‡Swan View—*¶83, 6a. 3r. 13p., £100.

* 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.

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, Reason, Corres., Plan.

Boehm, E. M.; 347/3700; Avon 23506; abandoned; 601/44; 376/80, D2.

Carter, C. D.; 347/3872; Kent 387; abandoned; 462/45; 418/80, D1.

King, A. W.; 15708/68; Avon 7685; £37 Ss. 10d.; 2113/21; 343D/40, A4.

Lovett, L. C.; 3127/808; Peel Estate 156; abandoned; 399/49; 341D/40, C4.

Parker, J. B.; 342/1609; Glen Forrest 165; abandoned; 355/31; Glen Forrest Townsite.

Richards, L.; 68/3915; Esperance 416; conditions; 1674/33; 402/80, C2.

Richards, L.; 74/1685; Esperance 1368; conditions; 1685/33; 402/80, C2.

Stevens, F. C.; 74/1120; Williams 12306; conditions; 3863/30; 378D/40, A3, 4.

Woods, R. C.; 347/4418; Swan 3253, 3266; abandoned; 5233/46; 31/80, E3.

Wright, E. M., Executrix of the will of the late Wright, H. E.; 3117/768; Norseman 1027; £1 10s. 1d.; 2299/34; Norseman Townsite.

Parker, G. A. (deceased); 17274/74; Kojonup 6818; conditions; 9814/11; 437A/40, A1.

Leyland, H.; 20/2058; Avon 14133; £1,488 7s. 10d.; 2982/23; 54/80, A3 and 55/80, F3.

H. E. SMITH,
Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
Perth, 13th October, 1949.

HIS Excellency the Governor in Executive Council has been pleased to set apart as Public Reserve the land described in the Schedule below for the purpose therein set forth.

579/45.

WELLINGTON.—No. 23000 (Travellers' Stopping Place and Caravan Park), loc. No. 4583 and 4612 (535a. 3r. 5p.). (Plans 411/D/40 A3 and 4 and 412 C/40 F4.) 4174/99.

MT. BARKER.—No. 23005 (Schoolsite and other buildings for the purpose of education), lot No. 383 (12.7p.). (Plan Mt. Barker Townsite.)

H. E. SMITH,
Under Secretary for Lands.

AMENDMENT OF AREAS AND BOUNDARIES OF RESERVES.

Department of Lands and Surveys,
Perth, 13th October, 1949.

HIS Excellency the Governor in Executive Council has been pleased to approve of the Areas and Boundaries of the following reserve 21535 being amended as described in the Schedules below, for the purposes therein set forth; the Areas and Boundaries previously published in the *Government Gazette* being hereby cancelled:—

333/36.

BENCUBBIN.—No. 21535 (Recreation), lot 153 in lieu of lot 150 (about 13a. 2r.). (Plan Bencubbin Townsite.)

H. E. SMITH,
Under Secretary for Lands.

AMENDMENT OF RESERVES.

22921; 16437 (Manjimup); 16818 ((Bencubbin).

Department of Lands and Surveys,
Perth, 13th October, 1949.

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

Corres. No. 4267/22, Vol. 3.—Of the boundaries of reserve 22921 "Conservation of Flora," being amended by the addition of Avon Location 27312 and of the area being increased to about 2545 acres accordingly. (Plan 25/80, B.1).

Corres. No. 3397/27.—Of the boundaries of reserve 16437 (Forests Department Quarters) being amended by the addition of Manjimup Lot 474, and of the area being increased to about 11 acres 1 rood 35 perches accordingly. (Plan, Manjimup).

Corres. No. 333/36.—Of the boundaries of reserve 16818 (Public Utility) being amended by the excision of Bencubbin Lots 19, 31 and 32, and of the area being reduced to 1 rood accordingly. (Plan, Bencubbin).

H. E. SMITH,
Under Secretary for Lands.

CANCELLATION OF RESERVES.

16819 (Beneubbin), 13561 (Bakers Hill),
12658 (Karranadjin).

Department of Lands and Surveys,
Perth, 13th October, 1949.

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

Corres. No. 333/36.—Of the cancellation of reserve 16819 (Agricultural Hall). (Plan Beneubbin.)

Corres. No. 16932/10.—Of the cancellation of reserve 13561 (Goldfields Water Supply Administration). (Plan Bakers Hill Townsite.)

Corres. No. 3399/10.—Of the cancellation of reserve 12658 "Schoolsite." (Plan 32C/40 E3.)

H. E. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1937-1948.

Prohibited Times—Postponement of Commencing Date.

Department of Lands and Surveys,
Perth, 21st October, 1949.

Corres. No. 270/38.

IT is hereby notified, for general information, that the Hon. Minister for Lands has approved, under section 9 (4) of the Bush Fires Act, 1937-1948, of the commencing date of the prohibited burning times in the road districts in the Schedule hereunder to the dates contained in the Schedule.

H. E. SMITH,
Under Secretary for Lands.

Schedule.

Upper Blackwood Road District, commencing date postponed from 22nd October, 1949, to 5th November, 1949.

Cranbrook Road District, commencing date postponed from 22nd October, 1949, to 1st November, 1949.

Tammin Road District, commencing date postponed from 22nd October, 1949, to 5th November, 1949.

BUSH FIRES ACT, 1937-1948.

Suspension of Prohibited Times.

Department of Lands and Surveys,
Perth, 21st October, 1949.

Corres. No. 271/38, Vol. 2.

IT is hereby notified, for general information, that the Hon. Minister for Lands, acting under the powers conferred by section 9, subsection (3) of the Bush Fires Act, 1937-1948, has suspended until the 24th day of December, 1949, the operation of the declarations of the prohibited times published in the *Government Gazette* of 23rd September, 1949, pages 2341 to 2345, so far as such declarations extend to any land used for railway purposes. Any burning undertaken on railway land under the provisions of this suspension shall be subject to the following conditions:—

At least three men shall be constantly in attendance at every fire lit until it has been completely extinguished, including all smouldering logs, timber, disused sleepers and other inflammable material.

Each man shall be provided with a heavy fire rake and each three men with at least one knapsack spray with sufficient water for its operation.

The burning shall comply with all other relevant provisions of the Bush Fires Act, 1937-1948.

H. E. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1937-1948.

Prohibited Times—Postponement of Commencing Date.

Department of Lands and Surveys,
Perth, 26th October, 1949.

Corres. No. 270/38.

IT is hereby notified for general information that the Hon. Minister for Lands has approved pursuant to the powers contained in section 9 (4) of the Bush Fires Act, 1937-1948, of the commencing date of the prohibited burning times in the Cunderdin Road Board District being postponed from the 1st November, 1949, to the 15th November, 1949.

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, Lots Nos., Leases Nos., Capital Unimproved Value (Previous and Re-appraised), Lessees.

Corrigin; 62, 133, 77 and 63; 3975/153, 3922/153, 3142/153 and 3976/153, respectively; £35 each; £30, £35, £30 and £30, respectively; Creek, H. V. A.; West, L. E.; Gannaway, E. E., and Creek, H. V. A., respectively.

H. E. SMITH,
Under Secretary for Lands.

CHANGE OF NAME OF PARK STREET.

At Narrogin.

Department of Lands and Surveys,
Perth, 13th October, 1949.

Corres. 4338/47.

IT is hereby notified, for general information, that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1948, of the name of Park Street, from Johnston Street to Earl Street, being changed to Fatham Street, and such street shall be known and distinguished as "Fatham Street" accordingly. (Plan Narrogin Townsite.)

H. E. SMITH,
Under Secretary for Lands.

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

Corres. 5268/49.

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

Applications must be lodged with the Chairman, Land Settlement Board, Lands Department, Perth, not later than 16th November, 1949, but may be lodged before such date, if so desired.

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

Schedule.

Land, Area, Purchase Price, Plan, Locality.

Preston Agricultural Area, Lot 365 (formerly lots 121, 122, 166, 167 and 281); 718a. 2r. 25p.; £685; 414B/40, D.1; about 4 miles South of Preston.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 13th October, 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, 1933-1946, at the following upset prices:

Applications to be lodged at Perth.

1304/17.

BUNTINE.—Town 26, 27 and 28, £15 each.

10716/32, Vol. 2.

DUDININ.—Suburban for Cultivation 116 and 118, £15; 117, £10.

10959/11.

NARROGIN.—Suburban for Cultivation 785, 786, £40; 787, £45.

3582/49.

WYALKATCHEM.—Suburban for Cultivation 235, 236 and 237, £35, £30 and £30, respectively.

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.

THE ROAD DISTRICTS ACT, 1919-1948.

Department of Lands and Surveys,
Perth, 25th October, 1949.

IT is hereby declared that the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1945, for the purpose of a new road, that is to say:

Bayswater.

Corr. M.R. 12/47; L. & S. 215/47.

No. 10549 (Guildford Road). Regazettal of Part. All that portion of Swan Location T bounded by lines starting at the Westernmost corner of lot 182 of the said location (L.T.O. Plan 3405) and extending (as surveyed and shown on original plan 5469), 115 deg. 42 min. 72 6-10ths links; thence 51 deg. 29 min. 22 sec. 6 chains 52 8-10ths links to the Western side of the Belmont Railway Reserve; thence 164 deg. 19 min. 1 chain 28 8-10ths links; thence 269 deg. 54 min. 30 5-10ths links; thence 231 deg. 29 min. 3 chains 17 5-10ths links; thence 205 deg. 42 min. 1 chain 91 8-10ths links; thence 247 deg. 29 min. 4 chains 14 6-10ths links; thence 25 deg. 42 min. 3 chains 9.2 links to the starting point (including the whole of lot 183 and portions of lots 178, 179, 180, 181, 182, 184 and 185); 1a. 0r. 19p. being resumed from Swan Location T in lieu of 1a. 0r. 12.6p. previously resumed from the said location. (Plan 1D/20 N.E.)

Cunderdin.

2824/48.

No. 10638. A strip of land one chain wide commencing at the Southernmost corner of Avon Location 997 and extending North-Eastward along the South-Eastern boundary of said location 997 to its easternmost corner; 2a. 2r. being resumed from Avon Location 997. (Plan 27C/40 F3.)

Dumbleyung.

5343/48.

No. 10635. A strip of land one chain wide, along the Eastern boundary of Williams Location 8551.

No. 10635. Deviation: A strip of land one chain wide, its North-Western side leaving the present road on the Eastern boundary of Williams Location 8551 at a point situate 48 chains 62.6 links South of its North-East corner and extending (as shown on Diagram Narrogin 1135) 225 deg., one chain 41.4 links and 180 deg. 41.4 links to the North-East corner of location 10765; 14.6p. being resumed from Williams Location 8551. (Plan 408/80 E1.)

Esperance.

424/40.

No. 10634. A strip of land 73 links wide along the Southern boundary of lot 12 of East Location 4 on L.T.O. Plan 1328. (Plan Esperance Sheet 2.)

Mundaring.

15/49.

No. 10639. A strip of land 25 links wide, its North-Western side commencing on the South-Western side of road No. 5047 (Darlington Road) at a point situate 2 chains 90 links, South-Easterly from the Northernmost corner of lot 2 of Swan Location 1234 (L.T.O. Diagram 14472) and extending South-Westward, as surveyed and shown on the said diagram, through the said lot to join road No. 7483; 6.3p. being resumed from Swan Location 1234. (Plan 1C/20 N.W.)

Narrogin.

M.R. 287/45; L. & S. 4584/04.

No. 2098. (Great Southern Highway.) Deviation: Those portions of Williams Location 1976 and Dumberning Agricultural Area Lot 204 as shown delineated and coloured dark brown on Diagram 61334; 4a. 2r. 36p. being resumed from Williams Location 1976 and 2r. 23.3p. from Dumberning A.A. Lot 204. (Plan 385A/40, C2.)

Narrogin and Wagin.

No. 8585 (Great Southern Highway) Deviation, widening and extension: Those portions of Williams Locations 1218, 958 and 2558 as shown delineated and coloured dark brown on Diagram 61333, and including the one chain road between the South-Eastern corner of location 958 and the North-Eastern corner of location 2558; 2a. 3r. 19p., 3a. 1r. 1p. and 33.4p. being resumed from Williams Locations 1218, 958 and 2558 respectively. (Plan 385C/40 D4.)

Wagin and Dumbleyung.

2615/14.

No. 10636. A strip of land one chain wide leaving road No. 3073 at the North-Western corner of Williams Location 13887 and extending (as shown on Original Plan 5465) Eastward along a Northern boundary of the said location; thence Southward along the Western boundaries of locations 13884 and 13888; thence Eastward along the Southern boundaries of locations 13888 and 13884 to a one chain road along the North-Western boundary of location 13882.

No. 10637. A strip of land one chain wide, its Western side leaving road No. 10636 at a point one chain South of the South-Western corner of location 13888, and extending (as shown on O.P. 5465) 180 deg. 30 chains and 179 deg. 58 min. 38 chains. 56 2/10th links through location 13887 to join a one chain road through said location 13887.

(Plan 408 A/40 A1.)

Wanneroo.

208/35.

No. 10640. Portions of Swan Locations 785 and 3286 as delineated and coloured dark brown on Lands and Surveys Diagram No. 61597; 3r. 31.7p. and 3a. 3r. 7p. being resumed from Swan Locations 785 and 3286 respectively. (Plan 28/80 A3.)

Yilgarn.

3940/27.

No. 10525. A strip of land one chain wide commencing at the North-Western corner of Jilbadji Location 337 and extending Easterly along its Northern boundary; thence Southerly two chains wide along portion of the Eastern boundary of the said location 337; thence Easterly one chain wide along the Northern boundaries of locations 332 and 331 to the surveyed road at the North-Eastern corner of location 331. (Plans 23/80 C1, O.P. 2796 and Dia. 56848.)

Plans and more particular descriptions of the lands so set apart, taken, or resumed may be inspected at the Department of Lands and Surveys, Perth.

By order of His Excellency the Governor,

L. THORN,
Minister for Lands.

LAND ACT, 1933-1934; WAR SERVICE LAND SETTLEMENT AGREEMENT ACT, 1945.

Corres. 4893/49.

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

Applications must be lodged with the Chairman, Land Settlement Board, Lands Department, Perth, not later than the 2nd November, 1949, but may be lodged before such date if so desired.

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

H. E. SMITH,
Under Secretary for Lands.

Schedule.

Land—Melbourne Location 3520 (formerly Location 581); Area—40a.; purchase price—£40; plan—58/80 F4; locality—4 miles North of New Norcia.

BRUCE ROCK LOT 104.

Open for Sale.

Applications close 2nd November, 1949.

Department of Lands and Surveys,
Perth, 7th October, 1949.

Corres. 191/49.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1948, of Bruce Rock Lot 104, containing 1 rood, being made available for sale in fee simple at the price of £40, subject to the following conditions:—

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

2. The successful applicant shall pay the balance of the purchase money within 12 months of approval of the application in four quarterly instalments on the first days of January, April, July and October.

3. Applications accompanied by a deposit must be lodged at the Lands Office, Perth, on or before Wednesday, the 2nd November, 1949.

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

H. E. SMITH,
Under Secretary for Lands.

LOT OPEN FOR LEASING.Department of Lands and Surveys,
Perth, 25th October, 1949.

Corres. No. 6705/47.

IT is notified, for general information, that Boulder Lot 3012 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 16th November, 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 a residence on his lot within six months from the date of 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 one pound four shillings. The rental shall be subject to re-appraisalment 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 Boulder Sheet 2.)

The notices appearing in the *Gazettes* of the 7th, 14th and 21st of October, 1949, respecting Kalgoorlie Lot 3012 are hereby cancelled.

H. E. SMITH,
Under Secretary for Lands.

LOT OPEN FOR LEASING.Department of Lands and Surveys,
Perth, 11th October, 1949.

Corres. 4129/47.

IT is notified for general information that Boulder Lot 3007 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 2nd November, 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 a residence on his lot within six months from the date of 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 ten years of the term of the lease will be two pounds five shillings. The rental shall be subject to re-appraisalment by the Minister at intervals of ten 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 Boulder Sheet 1.)

H. E. SMITH,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

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

WEDNESDAY, 2nd NOVEMBER, 1949.North-West Division—Windell District
(Ptn. of Cockatina Station).

Corres. No. 1012/37. (Plan 91/300.)

IT is hereby notified for general information that the land contained within late Pastoral Lease 394/1220, formerly held by A. E. Carney and comprising an area of 81,608 acres, will be re-available for Pastoral Leasing as from 2nd November, 1949. Subject to payment for improvements.

WEDNESDAY, 16th NOVEMBER, 1949.

Fuecla Division—Mardarbillia District.

Corres. No. 4364/07. (Plan 3/300.)

IT is hereby notified for general information that the land contained within late Pastoral Lease 755/95, formerly held by Messrs. Cook Bros., and comprising an area of 20,000 acres, will be re-available for pastoral leasing as from Wednesday, 16th November, 1949. Subject to payment for improvements.

WEDNESDAY, 23rd NOVEMBER, 1949.

North-West and Eastern Divisions—Thaduna and Hann Districts.

(Portion of Bald Hill Station.)

Corres. No. 1906/48. (Plan 80/300.)

IT is hereby notified for general information that the land contained within O. M. Bender's late Pastoral Leases 395/737 and 394/1111 comprising an area of 109,043 acres, together with an area of about 89,000 acres bounded by lines commencing at the 496-mile peg on the Rabbit Proof Fence and extending East about 692 chains; thence North about 417 chains; thence West about 711 chains to the Rabbit Proof Fence; thence generally North-East along the said Fence to the 508-mile peg; thence West about 510 chains; thence South about 500 chains; thence West about 50 chains; thence South about 420 chains; thence East about 435 chains to the starting point, excluding reserves Nos. 11455 and 12297, will be re-available for pastoral leasing as from Wednesday, 23rd November, 1949; subject to payment for improvements.

WEDNESDAY, 30th NOVEMBER, 1949.

Eastern Division—Buningonia District.

Corres. No. 3625/48. (Plan 26/300.)

IT is hereby notified, for general information, that the area containing about 121,500 acres adjoining Bulrush Soak and formerly temporarily reserved for Sandlewood and Native Settlement in Lands and Surveys Files 5958/27 and 934/37 will be available for Pastoral Leasing as from 30th November, 1949. Subject to payment for improvements.

WEDNESDAY, 28th DECEMBER, 1949.

Eastern Division—Ularring District.

Corres. No. 772/47. (Plan 35/300.)

IT is hereby notified for general information that an area of about 21,000 acres bounded by lines starting at a point about 62 chains due West of the North-West corner of reserve 7032 and extending South about 515 chains; thence West about 347 chains; thence North about 740 chains; thence East about 347 chains; thence South about 230 chains to the starting point, will be available for Pastoral Leasing as from 28th December, 1949.

Subject to payment for improvements.

Kimberley Division—Numalgun and Fitzroy Districts (Milliwindi Station).

Corres. No. 352/39. (Plan 134/300.)

IT is hereby notified for general information that the land contained within late Pastoral Lease 396/623, formerly held by W. C. Connell, comprising an area of 32,000 acres and known as Milliwindi Station, will be re-available for Pastoral Leasing as from 28th December, 1949.

Subject to payment for improvements.

WEDNESDAY, 4th JANUARY, 1950.

North-West Division—Teano District.

Corres. No. 4771/49. (Plan 72/300.)

IT is hereby notified for general information that an area of about 9,360 acres lying South of Mingah Springs Station, and bounded by lines commencing at a point about 70 chains South of the South-East corner of J. H. Ryles' lease 394/807 and extending East about 360 chains, South about 260 chains, West about 360 chains and North about 260 chains to the starting point, will be available for Pastoral Leasing as from 4th January, 1950; 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.

SCHEDULE.

PERTH LAND AGENCY.

WEDNESDAY, 2nd NOVEMBER, 1949.

Avon District (about 9 miles South-East of Bullaring).

Corr. No. 663/49. (Plans 377A/40, C1 and 2, 377/80, D1 and 2.)

Location 19758, containing 2,084a. 1r. 14p., at 5s. 6d. per acre; classification page 27 of 10807/12, Vol. 1; being the deleted portion of P. J. Doyle's application.

Avon District (14 miles South of Wyalkatchem).

Corr. No. 2374/48. (Plans 26B/40, D1, 33C/40, D4.)

Location 27297, containing 250a.; subject to survey, classification and pricing, and the provision of any necessary roads.

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

Cammilleri Estate (9 miles East of Jarrahwood).

Corres. 1291/31. (Plan 414D/40, B4.)

Nelson Locations 8292 and 12004, containing about 192a. 2r. and about 164a., respectively; purchase money, £134 15s. and £114 16s., respectively; to returned soldiers: half-yearly instalments—first five years interest only at 4½% per annum £3 0s. 8d. and £2 11s. 8d., respectively; balance 35 years principal and interest at 4½% per annum £3 15s. 2d. and £3 4s., respectively; civilians: half-yearly instalments—first five years interest only at 5% per annum £3 7s. 5d. and £2 17s. 5d., respectively; balance 35 years principal and interest at 5% per annum £3 19s. 11d. and £3 8s. 1d., respectively; subject to survey and the adjustment on survey of the purchase money and respective half-yearly instalments; selection restricted to ex-Service personnel.

Fitzgerald District (about 10 miles East of Salmon Gums).

Corr. No. 1938/36. (Plan 392/80, D2 and 3.)

Locations 608, 609, 612 and 613, containing 1,001a. 2r. 8p., 971a. 2r. 33p., 994a. 0r. 3p. and 1,086a. 1r. 14p., respectively, all at 1s. 6d. per acre (as one holding); classifications pages 21 and 22 of 7628/22 and 14 and 15 of 3760/23; subject to Rural and Industries Bank indebtedness; being J. Tolcon's forfeited lease 348/340 and D. Kennedy's forfeited lease 347/3778.

Hay District (24 miles West of Mt. Barker).

Corr. No. 1571/32. (Plan 444/80, CD3 and 4.)

Portion of Hay Location 1790, containing about 250 acres, bounded by lines starting at the South-Eastern corner of location 942 and extending Northwards along the Eastern boundary and onwards to the Southern boundary of location 1179; thence Eastwards along its Southern boundary and onwards to the Western side of a road one chain wide along the Easternmost boundary of location 1790; thence Southward, Westward, Southward and again Westward along the boundaries of location 1790 to the starting point, at 3s. 6d. per acre (excluding survey fee); subject to survey and payment of full survey fee with application; available to adjoining holders only.

Kojonup District (about 13 miles South of Narlingup).

Corr. No. 946/41. (Plan 438B/40, F2.)

Locations 4081 and 8008, containing 500a. and 1,038a. 3r. 27p., respectively, at 5s. 6d. per acre; classifications pages 37 and 38 of 1415/39; subject to Rural and Industries Bank indebtedness and to timber conditions. Previous *Gazette* notice concerning these locations is hereby cancelled.

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

Narra Tarra Estate (about 6 miles South-East of Yetna Siding).

Corr. 1352/32. (Plan 157D/40, C4.)

Lots 30 and 37, containing 4a. 2r. 24p.; purchase money, £7 15s. 9d.; to returned soldiers: half-yearly instalments—first five years interest only at 4½% per annum 3s. 6d., balance 35 years principal and interest

at $4\frac{1}{2}\%$ per annum 4s. 4d.; civilians: half-yearly instalments—first five years interest only at 5% per annum 3s. 11d., balance 35 years principal and interest at 5% per annum 4s. 7d.

Nelson District (4 miles South of Northcliffe).

Corr. No. 4534/48. (Plan 454B/40, E1.)

Location 6826, containing about 146a.; subject to survey, classification and pricing.

Roe District (about 27 miles North-East of Newdegate).

Corr. No. 6315/48. (Plan 388/80, F1.)

Location 1495, containing 2,116a. Or. 7p., at 3s. 9d. per acre; classification page 2 of 2207/28; subject to Rural and Industries Bank indebtedness; being F. Drust's forfeited lease 347/5575.

Roe District (near Burngup).

Corr. No. 2691/28. (Plan 387/80, E3.)

Location 1184, containing 1,156a. Or. 23p., at 4s. per acre (including survey fee); classification page 25 of 2691/28; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (about 3 miles North of Karridale).

Corr. No. 3174/91. (Plan 440D/40, B4.)

The Crown land, containing about 117 acres and bounded on the West by Sussex Location 1353, on the North by the one-chain road along the Southern boundary of location 1969, on the East by the Bussel Highway, and on the South by location 968, excluding road No. 8942; subject to survey, classification and pricing.

Sussex District (near Cowaramup).

Corr. No. 1474/25, Vol. 2. (Plan 413D/40, B and C4.)

(a) The Crown land, containing about 220 acres, bounded on the Westward by the Bussel Highway, on the Northward by a one-chain road along the Southern boundaries of locations 3193 and 2537, on the Eastward by location 2201, and on the Southward by locations 3865, 2726 and 1696.

(b) The Crown land, containing about 96 acres, bounded on the Westward by location 3865, on the Northward by locations 2201 and 2202, on the North-Eastward by location 2208, on the South-Eastward by location 2209, and on the South-Westward by location 1697.

(c) The Crown land, containing about 127 acres, bounded on the North-Westward by a one-chain road along the South-Eastern boundary of location 2087 and by location 2210, on the Eastward by a one-chain road along the Western boundaries of locations 2222 and 2223 and on the Southward by locations 2211, 2213 and 2214.

Subject to survey, classification and pricing.

Sussex District ($2\frac{1}{2}$ miles South-Westward of Metriemp).

Corr. No. 2904/49. (Plan 413D/40, B4.)

The Crown land, containing about 168 acres, bounded on the West by location 1679, on the North by locations 1678 and 1680, on the East by the prolongation Southward of the Eastern boundary of the said location 1680, and on the South by road No. 3446 and the boundaries of reserve 18650 (Schoolsite); subject to survey, classification and pricing.

Swan District (about 11 miles West of Cullalla Siding).

Corr. No. 345/43. (Plan 31/80, B4.)

The Crown land, containing about 750 acres, bounded on the Westward by location 3098, on the Northward by the Southern boundary of location 3869 and its prolongation Westward, on the North-Eastward by a one-chain road extending from the Southern boundary of Swan Location 3869 to the Western boundary of reserve

539, and by part of the Western boundary of reserve 539, and on the Southward by location 1373; subject to survey, classification and pricing, and the provision of any necessary roads.

Swan District (about 10 miles North of Moore River).

Corr. No. 6425/48. (Plan 30/80, D3.)

Portion of location 3056, containing about 780 acres, bounded by lines starting at the South-Eastern boundary of said location 3056 and extending Westward about 150 chains, thence North-Westward about 55 chains parallel to and distant 10 chains from the high water mark of the Indian Ocean, thence Eastward to the Eastern boundary of location 3056, thence Southward to the starting point, excluding reserve 11923; subject to survey, classification and pricing, payment of full survey fee with application, and to the provisions of section 109B.

Victoria District (about 5 miles North-West of Arrino).

Corr. No. 954/43. (Plan 123/80, DE3 and 4.)

Location 4072, containing 1,477a. 3r. 21p., at 3s. 6d. per acre; classification page 11 of 954/43; subject to payment for improvements, if any; being R. Harman and A. S. Sinapius' forfeited lease 347/3614.

Victoria District (about 6 miles East of Hntt).

Corr. No. 4618/46. (Plan 160/80, BC1.)

Locations 4058, 6693, 6696 and 7893, containing 1,498a. 2r. 18p., all at 5s. 3d. per acre; classifications pages 15 and 16 of 4618/46 and 5 of 6807/22; exempt from road rates for two years from date of approval of application; being W. A. Rayner's forfeited lease 347/4260.

Wellington District (near Kirup).

Corr. No. 4810/05. (Plan 414D/40, C3.)

Location 4584, containing 20a.; subject to classification and pricing.

Williams District (10 miles East of Jilakin Lake).

Corr. No. 4999/48. (Plan 376/80, D2 and 3.)

The Crown land, containing about 380 acres, bounded on the West by the prolongation South of a Western boundary of location 14407, on the North by the Southern boundaries of locations 14407 and 12835, on the East by location 14364, and on the South by a one-chain road along the Northern boundary of location 13395 and adjoining Crown land; subject to survey, classification and pricing.

WEDNESDAY, 9th NOVEMBER, 1949.

PERTH LAND AGENCY.

Ninghan District (about 13 miles North-East of Wubin).

Corr. No. 392/48. (Plan 89/80, E2.)

Location 2836, containing 361a. 2r. 29p.; classification 4 of 392/48; subject to pricing. Previous *Gazette* notice concerning this location is hereby cancelled.

Oldfield District (near Lake Chidnap).

Corr. No. 6090/23. (Plan 405/80, D2 and 3.)

Locations 343 and 344, containing 1,000a., at 4s. 6d. per acre; classification page 98 of 6090/23; also location 338, containing 999a. 3r. 30p., at 3s. 3d. per acre; classification page 27 of 1624/24; subject to Rural and Industries Bank indebtedness and to mining conditions. Previous *Gazette* notice concerning these locations is hereby cancelled.

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

Peel Estate (about 3 miles North of Wellard).

Corr. 6354/47. (Plan 341A/40, B2.)

Lots 1201 and 1205, containing 139a. 3r. 33p.; purchase money, £146; to ex-servicemen: half-yearly instalments—First 5 years interest only at $4\frac{1}{2}\%$ per annum

£3 5s. 9d., balance 35 years principal and interest at $4\frac{1}{2}\%$ per annum £4 1s. 5d.; civilians: half-yearly instalments—First 5 years interest only at 5% per annum £3 13s., balance 35 years principal and interest at 5% per annum £4 6s. 7d.; subject to the conditions governing selection in this estate; being E. V. N. Bird's cancelled application.

Plantagenet District (near Mt. Barker).

Corr. No. 16/44. (Plan 451/80B1.)

Location 4777, containing 148a. 1r. 4p., at 7s. 3d. per acre; classification page 8 of 1545/30; subject to payment for improvements; being E. L. Clemesha's forfeited lease 365/1051.

Sussex District (about 4 miles North-East of Kudarup).

Corr. No. 1236/35. (Plan 441A/40, C1.)

Location 3729, containing 98a. 0r. 4p.; classification page 35 of 1105/20, Vol. 1; subject to survey, pricing, timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

WEDNESDAY, 16th NOVEMBER, 1949.

PERTH LAND AGENCY.

Avon District (at Karranadjin).

Corr. No. 3399/10. (Plan 32C/40, E3.)

Location 27313, containing 2a.; purchase price, £5 (including Crown grant and all other fees); available to adjoining holder only.

Avon District (about 10 miles West of Narembreen).

Open under Part V., Sec. 53.

Corr. No. 6956/19. (Plan 5/80, A4.)

Location 21629, containing 2a. 2r.; purchase price, £120; available to adjoining holders only.

Kojonup District (about 18 miles South-East of Muradup).

Corr. No. 6635/25. (Plan 437D/40, AB3.)

Locations 8052, 6473 and 3953, containing 2,326a. 2r. 13p., at 4s. per acre; classifications pages 36 and 37 of 6635/25; subject to Rural and Industries Bank indebtedness and to timber and poison conditions. Previous *Gazette* notice concerning these locations is hereby cancelled.

Ninghan District (about 7 miles North of Dalgouring).

Corr. No. 1230/30. (Plan 66/80, D1 and 2.)

Location 3047, containing 1,764a. 1r. 12p., at 1s. 9d. per acre; classification page 12 of 6320/27; subject to Rural and Industries Bank indebtedness; being J. W. Chamberlain's forfeited lease 68/2393.

Plantagenet District (about 5 miles North-East of Mt. Barker).

Corr. No. 1229/35. (Plan 445/80, BC4.)

Location 4076, containing 160a. 0r. 31p.; classification page 8 of 1013/21; subject to pricing and exempt from road rates for two years from date of approval of application; being W. C. R. Weir's forfeited lease 365/452.

Roe District (near Holt Rock).

Corr. No. 4163/27, Vol. 2. (Plans 375/80, F4, 374/80, A4.)

The Crown land, containing about 700 acres, bounded on the North-Westward and Westward by the boundaries of location 1158, on the Southward by a road along the Northern boundary of location 1160, and on the Eastward by a proposed road from the North-Eastern corner of location 1160 to the Easternmost boundary of location 1158; subject to survey, classification and pricing.

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

Corr. No. 1632/49. (Plan 413D/40, B4.)

The Crown land, containing about 83 acres, bounded on the North-Eastward by locations 1697 and 2209, on the South-Eastward and Southward by a road along the North-Western boundary of location 1699 and a Northern boundary of location 1698, and on the Westward by the said location 1698; subject to survey, classification and pricing.

Sussex District (about 1 mile North-West of Kudardup).

Corr. No. 1755/33. (Plan 441A/40, B1.)

Location 1500, containing 269a. 3r. 21p., at 9s. per acre; classification page 11 of 1105/20, Vol. 1; selection restricted to members of the Forces; subject to payment for improvements, if any, to timber conditions, and to conditions governing selection in this district; being A. R. and A. D. Hunter's cancelled application.

Sussex District (about 3 miles West of Metricup).

Corr. No. 3853/49. (Plan 413D/40, B3 and 4.)

The portion of Sussex Location 2199 situated North of the dividing road and containing about 65 acres; subject to pricing, timber conditions and to conditions governing selection in this district; exempt from road rates for two years from the date of approval of application; being J. C. Batley's cancelled application.

Victoria District (about 12 miles East of Latham).

Corr. No. 6703/25. (Plan 96/80, CD3.)

Location 4020, containing 1,000a., at 6s. per acre; classification page 16 of 10660/09; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning this location is hereby cancelled.

Victoria District (about 7 miles North-East of Bookara).

Corr. No. 5723/22. (Plan 126C/40, E3.)

Location 6944, containing 3,001a. 0r. 7p., at 4s. per acre; classification page 31 of 5723/22; subject to payment for improvements, if any, and exempt from road rates for two years from date of approval of application; being forfeited lease 303/109.

Victoria District (about 11 miles East of Canna).

Corr. No. 3326/48. (Plan 128/80, C2.)

Location 8219, containing 1,767a. 2r. 34p., at 4s. 6d. per acre; classifications pages 24 and 30 of 3502/25; subject to payment for improvements; being S. C. Allen's forfeited lease 347/5258.

Williams District (about 12 miles South-East of Dumblebung).

Corr. No. 2241/45. (Plan 408/80, D3.)

Location 11595, containing 152a. 3r. 36p.; classification page 4 of 2241/45; subject to pricing and to payment for improvements, if any; being P. H. Ramm's cancelled application.

Yilgarn District (about 5 miles South-West of Boodarockin).

Corr. No. 4009/26. (Plan 36/80, A1.)

Locations 990 and 991, containing 1,110a. 0r. 14p. and 1,000a. 2r. 4p., respectively, at 1s. 9d. per acre; subject to mining conditions; location 990 subject also to Rural and Industries Bank indebtedness and to a grazing lease expiring 28/2/1950; location 991 is subject to payment for improvements. Previous *Gazette* notices concerning these locations are hereby cancelled.

H. E. SMITH,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1948.

WHEREAS G. E. L. Wrench, F. Barrett-Lennard and A. A. McManus, being the owners of land over or along which the undermentioned road, in the Beverley Road District passes, have applied to the BEVERLEY Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1514/47.

B501. All of road No. 10591 in Beverley Suburban Lot 30 from the Northernmost corner of lot 16 to the Easternmost corner of lot 19 on L.T.O. Plan 2959. (Plan Beverley Townsite.)

WHEREAS Frederick T. Turner, being the owner of land over or along which the undermentioned Road in the Northam Road District passes, has applied to the NORTHAM Road Board to close the said road, which is more particularly described hereunder, that is to say:—

521/08.

N.306. Part of road No. 3104 along portion of the Southern boundaries of Bakers Hill lots 23 and 255, from a point situate one chain East of the South-Western corner of lot 23 to a point situate one chain West of the South-Eastern corner of lot 255. (Plan Bakers Hill Townsite.)

WHEREAS H. J. F. Reading and Robert Boyle, being the owners of land over or along which the undermentioned road, in the Sussex Road District passes, have applied to the SUSSEX Road Board to close the said road, which is more particularly described hereunder, that is to say:—

844/15.

S111. The surveyed road along a Western boundary of Sussex Location 1446; from the South-West corner of location 3706 to the surveyed road at the South-West corner of location 1446. (Plan 413A/40, C2.)

WHEREAS W. J. Markey, being the owner of land over or along which the undermentioned road, in the Sussex Road District passes, has applied to the SUSSEX Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2067/05.

S112. The road through Sussex Location 3902; from road No. 10617 at its South-Western corner, to road No. 793, at its North-Eastern corner. (Plan 413D/40, C3.)

WHEREAS J. Freeman-Smith, being the owner of land over or along which the undermentioned road, in the Wongan-Ballidu Road District passes, has applied to the WONGAN-BALLIDU Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2271/49.

W645—The surveyed road along the Western boundaries of Ninghan Locations 1393 and 379, from road No. 8008 at the North-Western corner of location 1393 to a surveyed road at the South-Western corner of location 379. (Plan 65/80 B3 and 4.)

And whereas such applications have been duly published in the *Government Gazette*:

And whereas the said Boards have assented to the said applications:

And whereas the Governor in Executive Council has confirmed the said assents:

It is hereby notified that the said Roads are closed.

Dated this 25th day of October, 1949.

H. E. SMITH,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1948.

WHEREAS the CANNING and GOSNELLS Road Boards, by resolutions passed at meetings of the Boards held at Cannington and Gosnells on or about the 16th and 5th days of October, 1945, resolved to open the roads hereinafter described, that is to say:—

2184/29.

No. 1997. Extension. Portions of Canning Locations 284 and 69 along the South-Western side of the South-Western Railway Reserve as shown delineated and coloured dark brown on Diagram 61080.

No. 1997 (Railway Promenade) Extension. Portion of Canning Location 2 along the South-Western side of the South-Western Railway Reserve as shown delineated and coloured dark brown on Diagram 61082.

No. 10633. Portion of Canning Location 69 along the North-Eastern side of the South-Western Railway Reserve as shown delineated and coloured dark brown on Diagram 61080.

No. 10632. Portion of Canning Location 316 along the South-Western side of the South-Western Railway Reserve as shown delineated and coloured dark brown on Diagram 61081.

(Plan 1D/20, S.E.)

WHEREAS the HARVEY Road Board, by resolution passed at a meeting of the Board held at Harvey on or about the 19th day of April, 1948, resolved to open the road hereinafter described, that is to say:—

9829/04.

No. 1939. Extension (Harper Street). A strip of land varying in width from 100.8 links to 100.2 links along the Western boundaries of lots 4 and 3 of Wellington Location 50A (L.T.O. Plan 2224), from Roy Street at the South-West corner of lot 4 to the left bank of the Harvey River. (Plan Harvey Townsite.)

WHEREAS the NEDLANDS Road Board, by resolution passed at a meeting of the Board held at Nedlands on or about the 25th day of June, 1948, resolved to open the roads hereinafter described, that is to say:—

3887/15.

No. 5528 (Adderly Street). Extension. The whole of lot 351 of Perthshire Location AW on L.T.O. Plan 3337.

No. 5529 (Strickland Street). Extension. The whole of lot 357 of Perthshire Location AW on L.T.O. Plan 3337.

(Plan 1D/20, N.W.)

WHEREAS the SOUTH PERTH Road Board, by resolution passed at a meeting of the Board held at South Perth on or about the 18th day of August, 1948, resolved to open the road hereinafter described, that is to say:—

Corres. 1045/97, Vol. 2.

No. 124 (Canning Highway). Widening. Portion of Swan Location 42 as shown delineated and coloured dark brown on Diagram 61591. (Plan 1D/20, S.E.)

WHEREAS the WANNEROO Road Board, by resolution passed at a meeting of the Board held at Wanneroo on or about the 16th day of November, 1945, resolved to open the road hereinafter described, that is to say:—

Corres. 731/30.

No. 8705. Deviation. Portions of Swan Locations 970 and 2470, as shown delineated and coloured dark brown on Diagram 61272. (Plan 1A/40, B1.)

WHEREAS the WANNEROO Road Board, by resolution passed at a meeting of the Board held at Wanneroo on or about the 24th day of February, 1948, resolved to open the road hereinafter described, that is to say:—

955/48.

No. 10578. Regazettal. A strip of land 1 chain 50 links wide, widening at its commencement and terminus, leaving road No. 3 at the South-West corner of Swan Location 2339 and extending (as surveyed) Eastward along the South boundaries of locations 2339, 2453 and 2462 and onwards (as surveyed) through Swan Location 1315 to road No. 6937. (Plan 1A/40, B2.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1945, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purposes of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth:

And whereas the said Boards have caused a copy of the said notices to be served upon the owners and occupiers of the said lands resident within the State, or such of them as can with reasonable diligence be ascertained, either personally or by registered letter posted to their last-named places of abode:

And whereas the Governor in Executive Council has confirmed the said resolutions, it is hereby notified that the lines of communication described above are Roads within the meaning of the Road Districts Act, 1919-1948, subject to the provisions of the said Act.

Dated this 25th day of October, 1949.

H. E. SMITH,
Under Secretary for Lands.

PUBLIC WORKS TENDERS.

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

Albany High School Hostel—Proposed Alterations and Repairs and Renovations (10630); 1st November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, on and after 4th October, 1949.

Busselton Police Station and Quarters—Septic Tank Installation (10626); 1st November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury; and Clerk of Courts Office, Busselton; on and after 4th October, 1949.

Lake Grace—New Large Brick Hospital and Quarters (10629); 1st November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Police Station, Lake Grace, on and after 11th October, 1949.

Purchase of Property—Bootenal Agricultural Hall—(a) *in situ*, (b) for removal; 1st November, 1949; conditions may be seen at P.W.D., Perth and Geraldton, and Secretary Greenough Road Board, Greenough.

Northam Central School—Latrine Additions (10635); 1st November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Goldfields Water Supply Office, Northam, on and after 18th October, 1949.

Pantapin School—Erection—Removal of Dangan School (10636); 1st November, 1949; conditions may be seen at the Contractors' Room, Perth, and Merredin, and Police Station, Bruce Rock, on and after 18th October, 1949.

Norseman Hospital—Additions (10634); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and Mining Registrar's Office, Norseman, on and after 18th October, 1949.

Kalgoorlie Senior and Infants' School—Ground Improvements (10637); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 25th October, 1949.

Wagin Police Station—New Quarters (10638); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Courthouse, Wagin, on and after 25th October, 1949.

Bodallin School—Repairs and Renovations (10639); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, on and after 25th October, 1949.

West Northam School—New Store and Woodshed (10640); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after 25th October, 1949.

Wagin School—New Shelter Shed (10641); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Courthouse, Wagin, on and after 25th October, 1949.

Mundaring No. 2 Pumping Station—Repairs and Renovations to Three Cottages (10642); 8th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 25th October, 1949.

Buntine School and Quarters—Additions (10644); 15th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Buntine, on and after 1st November, 1949.

Kojonup School—Removal of Classroom from Marleyup (10645); 15th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Court House, Katanning, on and after 1st November, 1949.

Kelmscott Police Station Quarters—Additions (10646); 15th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st November, 1949.

Metropolitan Government Buildings—Window Cleaning (10647); 15th November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st November, 1949.

Mullewa Hospital—Additions to Hospital and New Brick Quarters (10648); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Police Station, Mullewa, on and after 1st November, 1949.

Burracoppin School and Quarters—Repairs and Renovations (10650); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, on and after 8th November, 1949.

Meckering School and Quarters—New Latrines and Sewerage (10651); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Water Supply Office, Northam, on and after 8th November, 1949.

Nabawa School—Additions—Removal of Classroom from Ogilvie (10652); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Geraldton, and Police Station, Northampton, on and after 8th November, 1949.

Kellerberrin School—Additions and Sewerage (10653); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Police Station, Kellerberrin, on and after 8th November, 1949.

Dumbleyung School—Additions (10654); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Court House, Wagin, on and after 8th November, 1949.

Perth-Fremantle Government Buildings—Chimney Sweeping Contract (10655); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Fremantle, on and after 8th November, 1949.

Northcliffe School—Removal of Group 141 School (10656); 22nd November, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Manjimup, on and after 8th November, 1949.

Work.—Supply and Installation of Pumping Machinery and Electrical Equipment at Mundaring Weir (10575); 20th December, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 12th 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.

27th October, 1949.

WILD HORSE AND CATTLE NUISANCE ACT, 1871-1883.

NOTICE is hereby given that the Tammin Road Board will make application at the Licensing Court sitting at Merredin on the 1st December, 1949, for a license for Hugh Warren Arnold, of Tammin, leading hand, to destroy wild horses and cattle under the abovenamed Act.

Dated this 21st day of October, 1949.

K. H. PARKER,
Stipendiary Magistrate,
Avon District.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1081/49.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described

by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

Description of Proposed Works.

Metropolitan Sewerage.

South Perth District.

Reticulation Area No. 11, Part 1.

Nine-inch, six-inch and four-inch diameter sewers, with manholes and all other apparatus connected therewith.

The Localities in which the Proposed Works will be Constructed.

Portion of South Perth Road District between Robert Street and Park Street, and Thelma Street and Cale Street, within the boundaries as described hereunder, and as shown in green on Plan M.W.S.S. & D.D., W.A. No. 7368.

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

For the disposal of sewage and to connect premises to the main sewer for drainage purposes.

The Area and the Parts of which are Intended to be Drained.

Commencing at a point in the centre of Alston Avenue and Robert Street, and proceeding Easterly along the centre of Alston Avenue to a point opposite the Western boundary of the right-of-way situated between Robert Street and Lockhart Street; thence Northerly across Alston Avenue and along the Western boundary of the said right-of-way to the Southern boundary of Thelma Street; thence Westerly along the Southern boundary of Thelma Street to the centre of Robert Street; thence Northerly across Thelma Street to its Northern boundary; thence Easterly along the Northern boundary of Thelma Street, to and across Labouchere Road, to the centre of Coode Street; thence Southerly along the centre of Coode Street to a point opposite the Northern boundary of lot 214, Coode Street; thence Easterly across Coode Street, to and along the said boundary of the said lot 214 and its prolongation to the centre of the right-of-way between Coode Street and Canning Highway; thence Southerly along the centre of the said right-of-way and its prolongation to the centre of Alston Avenue; thence Easterly along the centre of Alston Avenue to the centre of Canning Highway; thence South-Westerly along the centre of Canning Highway to a point opposite the North-Eastern boundary of lot 418, Canning Highway; thence South-Easterly across Canning Highway to and along the said boundary of the said lot 418 and its prolongation to the centre of the right-of-way between Canning Highway and Park Street; thence South-Westerly along the centre of the said right-of-way to a point opposite the Northern boundary of lot 429, Park Street; thence South-Easterly across the right-of-way and along the said boundary of the said lot 429 and its prolongation to the centre of Park Street; thence South-Westerly along the centre of Park Street to the centre of Saunders Street; thence Westerly along the centre of Saunders Street to a point opposite the centre of the right-of-way between Canning Highway and Park Street; thence South-Westerly across Saunders Street and along the centre of the said right-of-way to a point opposite the Southern boundary of lot 2, Canning Highway; thence Westerly across the said right-of-way and along the Southern boundary of the said lot 2 and its prolongation across Canning Highway to the centre of Labouchere Road; thence Northerly along the centre of Labouchere Road to a point opposite the Southern boundary of lot 13, Labouchere Road; thence Westerly across Labouchere Road along the Southern boundary of the said lot 13 and its prolongation across the right-of-way between Labouchere Road and Lockhart Street and along the Southern boundary of lot 36, Lockhart Street and its prolongation to the centre of Lockhart Street; thence Northerly along the centre of Lockhart Street to a point opposite the Southern boundary of lot 83, Lockhart Street; thence Westerly across Lockhart Street and along the Southern boundary of the

said lot 83 and its prolongation across the right-of-way between Robert Street and Lockhart Street, and along the Southern boundary of lot 48, Robert Street, and its prolongation to the centre of Robert Street; thence Northerly along the centre of Robert Street to the Southern boundary of Saunders Street; thence Westerly across Robert Street and along the Southern boundary of Saunders Street to a point opposite the centre of the right-of-way between Robert Street and Leonora Street; thence Northerly across Saunders Street to the Northern boundary of Saunders Street; thence Easterly along the Northern boundary of Saunders Street to the centre of Robert Street; thence Northerly along the centre of Robert Street to the Southern boundary of Greenock Avenue; thence Westerly along the Southern boundary of Greenock Avenue to a point opposite the centre of the right-of-way between Robert Street and Mary Street; thence Northerly across Greenock Avenue to the Northern boundary of Greenock Avenue; thence Easterly along the Northern boundary of Greenock Avenue to the centre of Robert Street; thence Northerly along the centre of Robert Street to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A. No. 7368.

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

At the office of the Minister for Water Supply, Sewerage and Drainage, "The Barracks," St. George's Place, Perth, for one month on and after the 28th day of October, 1949, between the hours of 10 a.m. and 3.30 p.m.

VICTOR DONEY,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 922/49.

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 Area 3, Claremont, to serve lots 22, 23 and 24 Gugerri Street, and lots 55 and 56, College Road.

Owners of the abovementioned properties are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewer 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 February, 1950, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st February, 1950, 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 28th day of October, 1949, at the Office of the Department, St. George's Place, Perth.

L. T. KEVAN,
Acting Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 376/45.

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

Perth Municipality.

544/49—Wyndham Street, from lot 74 to lot 1—South-Westerly.

Bayswater Road District.

422/49—Walter Road, from Birkett Street to lot 584—North-Easterly.

1025/47—Neville Street, from lot 456 to lot 458—South-Westerly.

Bassendean Road District.

499/49—Sixth Avenue, from lot 6 to lot 7—Northerly.

Belmont Park Road District.

897/49—Leake Street, from lot 127 to lot 130—North-Westerly.

623/49—Toorak Road, from lot 34 to lot 30—South-Easterly.

Canning Road District.

241/49—James Street, from lot 92 to lot 97—South-Easterly.

282/49—Gladstone Street, from Victoria Street to lot 255—North-Westerly.

339/49—Coolgardie Street, from Chapman Street to lot 6—South-Westerly.

Gosnells Road District.

360/49—Celebration Street, from lot 118 to lot 120—North-Easterly.

Melville Road District.

367/49—Wren Street, from lot 11 to Sleet Road—North-Easterly.

173/49—Robinson Road, from lot 343 to lot 341—North-Easterly.

1386/48—Reynolds Road, from Bombard Street to lot 291—South-Easterly.

479/49—Emerald Avenue, from lot 75 to lot 72—Westerly.

641/49—Lamond Street, from lot 194 to Latham Street—Easterly. Latham Street, from Lamond Street to lot 66—Southerly.

Perth Road District.

921/49—Clearview Street, from Swan Street to lot 1446—Southerly.

582/49—Beatrice Street, from Wilding Street to Newcastle Street—Easterly. Newcastle Street, from Beatrice Street to lot 1047—Northerly.

704/49—Castle Street, from lot 253 to lot 254—Easterly.

730/49—Second Street, from lot 26 to lot 21—South-erly.

South Perth Road District.

416/49—Ryrie Avenue, from lot 643 to lot 627—Easterly.

746/48—Park Street, from Barker Avenue to Alston Avenue—South-Westerly. Alston Avenue, from Park Street to lot 414—South-Easterly.

1183/47—Walters Street, from lot 19 to Allen Street—Westerly.

689/49—Thelma Street, from lot 249 to lot 251—Easterly.

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

Dated this 28th day of October, 1949.

J. C. HUTCHINSON,
Under Secretary.

WATER BOARDS ACT, 1904-1947.

Bunbury Water Board.

Notice of Proposal to Borrow.

IN compliance with the provisions section 114 of the Water Boards Act, 1904-1947, notice is hereby given that the Bunbury Water Board proposes to borrow the sum of £1,050 for the purpose of financing construction of works, as specified in the Board's Notice of Intention to Construct published in the *Government Gazette* of the 13th and of the 20th May, 1949, and in the *South Western Times* newspaper on the 19th May, 1949.

The Board was empowered to construct such works by order of His Excellency the Governor as notified in the *Government Gazette* dated the 5th August, 1949.

It is proposed to raise the said loan by the issue of debentures redeemable 20 years after the issue thereof, and bearing interest at £3 7s. 6d. per centum per annum, payable half-yearly.

The principal and interest in respect of the loan will be payable on the due dates at the Commonwealth Bank of Australia, Perth, W.A.

PERCY C. PAYNE,
Chairman.

R. HOUGHTON,
Secretary.

MUNICIPAL CORPORATIONS ACT, 1906-1947.

Municipal Elections—Absentee Voting.

Local Government Department,
Perth, 25th October, 1949.

P.W. 1766/48.

IT is hereby notified that all those persons whose names appear on the Schedule hereto have been appointed by the Minister for Local Government to take absentee votes for Municipal Elections under the provisions of section 110 of the Municipal Corporations Act, 1906-1947.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

Schedule.

In addition to all Returning Officers, Town Clerks and Road Board Secretaries, the Minister for Local Government has appointed the following persons to whom electors qualified under paragraphs (a), (b) or (c) in section 110 (1) of the Act may apply to vote:—

Country Area.

Albany—Annice, Mrs. H. A., Municipal Office; Hardiman, H. P., Clerk of Courts; Martin, S. C., Young Street.
Boulder—Barber, W. H., 64 Burt Street, Boulder; Coleman, E. T., 106 Davis Street; Colgan, J. J., 137 King Street; McLean, K., c/o A.W.U. Hall, Burt Street; Mitchell, G., 12 Richardson Street; Kenneally, Cornelius, 66 Richardson Street; Oliver, C. T., 20b King Street; Teahan, John Denis, 97 Burt Street; Johns, N. H., 64 Federal Road.

Bunbury—Harrison, R. N., Council Chambers; Bruce, G. G., Assistant Town Clerk; Usher, P. J., Town Clerk's Office.

Collie—Davey, D. R. C., Commercial Bank; James, D. J., 4 Steer Street; Cunningham, W., 2 Hutton Street; McLaren, D. J., 10 Robert Street; Hicks, A., 20 Venn Street; Matthews, W., 41 Wallsend Street.

Kalgoorlie—Elliott, E. B. (J.P.), Hannan Street; Maloney, B. M. (Mrs.), 84 Collins Street; Vincent, F. M. (Mrs.), 43 Lewis Street; Badock, C. J., 4 Addis Street; Burkett, K. R., 123 Maritana Street; Moore, W. G., 103 Lewis Street; Melvor, C. R., 126 Egan Street.

Lake King—Cadd, W.

Northam—Curlewis, G. C., Fitzgerald Street; Chidlow, A. S., Goldfields Water Supply.

Watheroo—H. E. Kelly.

York—Noonan, A. F., Howick Street; Veryard, V. C., Avon Terrace.

Belmont—Burns, R., Great Eastern Highway.

Cannington—Brown, W. W., Cecil Avenue.

Carlisle—Gunner, S. G., 111 Planet Street; Morton, W., 25 Raleigh Street.

Cottesloe—Eccles, C. E. (J.P.), 54 Forrest Street; Johnson, C. W. (J.P.), 4 Denburn Flats, Eileen Street.

Claremont—Cooper, V. G., Accountant, Council Chambers; Rolfe, W. J., 15 Otway Street.

East Fremantle—Wayman, W. W., 149 Petra Street; Robertson, G. B.; Shaddick, Miss E. J., Town Clerk's Office.

East Perth—Doyle, Edward P., 33 Bronte Street; Hardwick, J., 31 Bronte Street; Scott, W. H., 139 Kensington Street.

Fremantle—Bennewith, Albert Arthur, 79 Hampton Road; Davies, E. M. (J.P.), Montreal Street; Gibson, F. E. (J.P.), 114 High Street; Griffiths, W. P., 87 South Street; Hines, A., 102 South Street; Lynch, J. W., 2 Hampton Road; Mann, F., Trades Hall; Sampson, W. F. (J.P.), Queen Street; Chadwick, T. D., 257 South Street; Lee, B. W. F., 192 High Street; Mackay, A. R. V., Accountant, Town Hall; Francis, P. Miss, 73 South Street; Byrne, F., c/o Thomson's Ltd., 56 Adelaide Street.

Guildford—Bladen, Dr. (J.P.), 19 Market Street.

Midland Junction—Brady, J. J. (M.L.A.), c/o Trades Hall.

Mount Hawthorn—Baneroff, E. M., 108 Matlock Street.

Mount Lawley—Hartrey, G. (J.P.), 14 Thirlmere Road; Higgins, R. H., 52 Clotilde Street.

Mosman Park—Mann, F., 37 Battle Street.

Nedlands—Foristal, I. (J.P.), 17 Princess Road; McHenry, S. C., Nedlands Park Hotel.

North Fremantle—Charlton, L., 36 Harvest Road; Doepel, G., 121 Stirling Highway; Green, Mrs. D. M., De Lisle Street.

North Perth—Neilson, G. B., 23 Angove Street; Walters, A. E., 63 Paddington Street; Breydon, Mrs. A. E. V., 136 Chelmsford Road.

Perth—Aylward, W. G., George Hotel, Murray Street; Battye, J. S. (J.P.), Public Library; Bickford, H. S. (J.P.), St. George's Terrace; Clarke, W. (J.P.), 334 Cambridge Street; Cogan, C. T. (J.P.), 663 Hay Street; Dillon-Smith, Grosvenor Hotel; Foristal, I. (J.P.), 177a Murray Street; Hollingworth, N., Goldfields Club Hotel; Langley, T. W. (J.P.), Metropolitan Markets; O'Brien, S., Court Hotel; O'Neil, L., White Rock Quarries, St. George's Terrace; Pendlebury, B., Local Government Department; Perry, S. W. (J.P.), 12 King's Park Avenue, Crawley; Robinson, R. E., Postmaster, P.O., Hay Street, West; Roydhouse, N., cor. Hay and Barrack Streets; Sewell, F. D. (J.P.), 928 Hay Street; Walther, R., Adelaide Chambers, St. George's Terrace; Walton, D. S. (J.P.), Bank of N.S.W., cor. William Street and St. George's Terrace; White, A. E., Local Government Department; Wynne, M. H., 112 Loftus Street; Smith, H. S., 264 Lord Street; Pound, F. E., Esplanade Hotel.

Rottneest Island—Wilkes, C. M.

South Fremantle—Carr, P. V., 111 Mandurah Road; Laidlaw, Mrs. B., 7 Florence Street.

South Perth—Hughes, W. P., 55 Elizabeth Street; Pereira, J. C., 123 Gwentyfred Road; Sewell, F. D., 39 Esplanade; Smith, W. H., 6 Pilgrim Street.

Subiaco—Orr, W. R., Secretary W.A. Football League; Treweek, T. F. (J.P.), 274 Bagot Road; Jackson, S., 30 Barker Road; Powell, Miss B. M., Town Clerk's Office.

Swanbourne—Bickford, H. S. (J.P.), 3 Hillside Avenue; Smith, C. W., 26 Reeve Street.

Victoria Park—Bloom, L. A., 26 Thorogood Street; Brown, W. A., 645 Albany Road; Dreagh, H., 5 Morgate Street; Davis, D. W., 65 Swansea Street; Jarvis, W. (J.P.), 49 Hampshire Street; Kent, Mrs. I. M. (J.P.), 86 Basinghall Street; Martin, Dr. (J.P.), 711 Albany Road; Raphael, H. S. (J.P.), 66 King George Street; Read, W. R., 249 Albany Road; Wood, George T., 26 Swansea Street; Turton, F. M., 38 King George Street; Duff, J., 87 Canning Highway.

West Perth—Beadle, W., cor. Charles and Newcastle Streets; Cogan, C. T., 8 King's Park Road; Holmes, Miss M., 225 Charles Street; Male, A. (J.P.), 12 King's Park Road; Tymms, Dr. H. G. (J.P.), 1324 Hay Street.

Wembley—Warne, L. A., 332 Cambridge Street.

Wooroloo Sanatorium—Stansfield, C. H., Secretary.

DALWALLINU ROAD BOARD.

IT is hereby notified that Mr. R. H. Stokes has been appointed Assistant Traffic Inspector for the Dalwallinu Road District.

W. A. SHANNON,
Secretary.

ROAD DISTRICT ACT, 1919-1948.

Coolgardie District Road Board.

Form 100.

Notice of Intention to Borrow—Proposed Loan of £500. NOTICE is hereby given that the Coolgardie Road Board proposed to borrow the sum of five hundred pounds (£500).

This amount is proposed to be raised by the sale of debentures, repayable by twenty (20) half yearly repayments from the date of issue thereof, and bearing interest at the rate of £3 7s. 6d. per cent., payable half yearly.

The amount of the said debentures and interest thereon is to be paid at the office of the Superannuation Board, Perth.

The purpose for which the loan is to be raised, is for the purchase of the old Kunanalling Post Office Building, removal and re-erection at Widgiemooltha as a public hall, as set out in the plan and specification covering the proposed work.

The plans, specification and an estimate of the cost of such work is open for inspection of ratepayers at the office of the Board for one (1) month after the publication of this notice. The hours during which such inspection can be made, are, 10 a.m. to 5 p.m. week days, and 10 a.m. to noon on Saturdays.

The works and undertakings for which the loan is proposed to be raised will, in the opinion of the Board be of special benefit to a portion of the Coolgardie Road District, namely, Widgiemooltha and adjoining districts, and any loan rate applicable to such loan, will be levied on the rateable land within the said districts.

Dated the 11th day of October, 1949.

ROBERT DAVISON,
Chairman.

P. A. MORAN,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1948.

Dalwallinu Road Board.

Notice of Intention to Borrow—Proposed Loan No. 10 (£4,000).

NOTICE is hereby given that at a meeting of the Board held the 17th day of October, 1949, the Dalwallinu Road Board resolved to borrow the sum of £4,000, to be expended on works and undertakings in the Dalwallinu Road District, the said works and undertakings being the purchase of a diesel powered Fordson Major road grader, and a five yard steel tip Ford truck.

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

The amount of £4,000 is proposed to be raised by sale of debentures, repayable with interest in 16 half yearly instalments over a period of eight years from date of issue thereof. Such debentures shall bear interest at a rate not exceeding £3 7s. 6d. (three pounds seven shillings and sixpence) per cent. per annum.

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

Dated this 20th day of October, 1949.

J. S. ANDERSON,
Chairman.

W. A. SHANNON,
Secretary.

MANDURAH ROAD BOARD.

Appointment of Secretary, etc.

IT is hereby notified for general information that the Mandurah Road Board did, on the 13th day of October, 1949, appoint Eugene Lorenzo Edwardes, as Secretary/Engineer, Traffic Inspector, and Vermin Inspector for the Mandurah Road District.

By Order of the Board,

J. GRAY,
Chairman.

21/10/49.

MILK ACT, 1946-1948.

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

Minimum price to be paid to dairymen by milk vendors, as from 29th October, 1949—2s. 11d. per gallon.

Maximum price to be charged by milk vendors for milk supplied to other milk vendors (milk shops) as from 30th October, 1949—3s. 7d. per gallon.

Maximum price to be charged consumers for bulk milk as from 30th October, 1949—4s. 2d. per gallon.

Maximum price to be charged consumers for milk delivered in bottles or other containers filled and capped within the metropolitan area by the holders of treatment licenses, as from 30th October, 1949—4s. 10d. per gallon.

By order of the Milk Board of Western Australia.

W. E. STANNARD,
Secretary.

ERRATUM.

MILK ACT, 1946-1948.

IN regulations under the above Act, published in the *Government Gazette* of 22nd July, 1949, on pages 1610-1619, for the words "The Milk Act, 1946-1848," in the second line of regulation 79 (a), on page 1612, read "The Milk Act, 1946-1948."

DALWALLINU VERMIN BOARD.

IT is hereby notified, for general information, that Mr. R. H. Stokes has been appointed Vermin Inspector to the following Boards:—Dalwallinu, Wongan-Ballidu and Perenjori.

W. A. SHANNON,
Secretary.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
536/49	1949. Oct. 28	Atkins (W.A.), Ltd.	273A, 1949	Machine Tools and Equipment as per Items hereunder:— Items 1, 5, 6, 12, 13, 14, 15, and 19 Item 2 Item 3 Item 4 Items 7 and 8 Items 9 and 10 Item 11 Items 16 and 17 Items 18 and 20 Item 21	Public Works	Rates on Application.
763/49	Oct. 21	Gilbert Lodge & Co. Brown & Dureau Wm. Adams George Moss Western Machinery Harris, Scarfe & Sandovers Flower, Davies & Johnson McPhersons, Ltd. Carlyle & Co. Stewarts & Lloyds	345A, 1949	Cast Iron Sluice and Reflux Valves as per Items hereunder:— Item 1 Item 2 (Not drilled and without Gaskets, Bolts and Nuts) Item 3 (Not drilled and without Gaskets, Bolts and Nuts) Item 4 Item 6 Item 5	M.W.S.	130s. each. 215s. each. 183s. 3d. each. 370s. each. 318s. 1d. each. 236s. each. 619s. 9d. each. £15 8s. 3d. each.
804/49	do.	Wm. Adams & Co., Ltd. J. Hall	381A, 1949	Cartage of Coal from the Railway Station at Claremont to Claremont Mental Hospital from 18th October, 1949, to 31st October, 1950, as per Item 1 (a)	....	3s. 6d. per ton.
748/49	do.	Hill 50 Gold Mine, No Liability Bairds Pty., Ltd. Lock & Gun Co. Harry Armstrong	382A, 1949	Purchase and Removal of Firearms as per Items hereunder:— Item 1 Item 3 Item 4 Items 8, 10 and 11 Item 12 Item 13 Item 14 Item 15 Item 16 Item 21 Item 17 Item 18 Item 19 Item 20 Item 22 Item 24	Crown Law Department	£4. £1 10s. £1 10s. £2 15s. each. 17s. 6d. £1 10s. £1 5s. £1 10s. £2 15s. £2 10s. £1 5s. 10s. 5s. 10s. £5. £2 10s. £83 19s. 8d.
769/49	do.	Wigmores, Ltd.	352A, 1949	1 only Flexico Post Boring Machine as per Item 1	Education	£83 19s. 8d.
712/49	do.	McPhersons, Ltd.	320A, 1949	Pumping Machinery for Margaret River Water Supply as per Items hereunder:— Items 1 and 3—2 only Motor and Pump Units Item 2 Item 4 Item 5 Item 7 Item 6	Public Works	£158 15s. each. £53 5s. each. £22 15s. £17 8s. the lot. £17 17s. £25.
828/49	do.	Harris, Scarfe & Sandovers City Milk Co. Pty., Ltd	....	Fresh Cream to the Royal Perth Hospital daily from 1st November, 1949, to 31st October, 1950	....	3s. 1d. per pint.
738/49	do.	Sara & Cook Pty., Ltd	....	Butter, First Grade, Local, for Government Institutions, from 1st November, 1949, to 28th February, 1950	....	1s 11½d. per lb. in bulk. 2s. 0½d. per lb. in pats.
852/49	do.	C. C. Flear	395A, 1949	Purchase and Removal of Second-hand "Atco" 20 in. Lawn Mower as per Item 1	Public Works	£20.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Addition to Contract.*

Tender Board No.	Date.	Contractor.	Particulars.
493/49	1949. Oct. 21	Australian Cotton Manufacturing Co.	Schedule 227A. 1949.—50 tons Cotton Waste as per Item 1 at £96 15s. per ton.

Tenders for Government Supplies.

Date of Advertising	Schedule No.	Supplies required.	Date of Closing.
1949.			1949.
Oct. 4	423A, 1949	Straddle Carrier for State Saw Mills	Nov. 3
Oct. 18	436A, 1949	Steel Furniture for Old Women's Home	Nov. 3
Oct. 13	435A, 1949	Battery Shoes and Dies	Nov. 3
Oct. 18	438A, 1949	Anchor Cable for Fisheries Department	Nov. 3
Oct. 20	443A, 1949	Refrigerator for Bakers' Shop, Perth Technical College	Nov. 3
Oct. 20	444A, 1949	Diesel Engine Driven Alternator Set for Forests Department	Nov. 3
Oct. 20	445A, 1949	Stainless Steel Fittings for Claremont Mental Hospital	Nov. 3
Oct. 20	446A, 1949	Flat Asbestos Cement Sheets for State Housing Commission	Nov. 3
Oct. 25	448A, 1949	Electric Motors and Starters	Nov. 3
Sept. 27	408A, 1949	Abrasive Cutting off wheel for Midland Junction Workshops	Nov. 10
Sept. 27	409A, 1949	Booster Pumps and Engines for Higginsville	Nov. 10
Oct. 18	437A, 1949	Battery Screenings, 1950	Nov. 10
Sept. 22	401A, 1949	Insulating Oil and Electrical Filling Oil for 66 K.V., 22 K.V. and 6 K.V. Switchgear	Extended to Nov. 10
Oct. 20	.....	Jams, Condiments, Honey and Vinegar for Government Institutions	Nov. 10
Oct. 25	449A, 1949	Diesel Engine, 30 h.p. to 40 h.p., for Forests Department	Nov. 10
Oct. 25	450A, 1949	Steel Frames for Door Sections for Nurses' Quarters, K.E.M.H.	Nov. 10
Oct. 27	451A, 1949	Tea for Government Institutions	Nov. 10
Oct. 25	452A, 1949	Licensing Plates for Motor Cars, Trailers and Motor Cycles for 12 months	Nov. 10
Oct. 27	454A, 1949	D.D.T. Concentrate for Health Department	Nov. 10
Oct. 18	.....	Tuning of Pianos at Schools during 1950	Nov. 17
Sept. 27	407A, 1949	Flax Canvas for Tarpaulins for Railways	Nov. 17
Oct. 27	453A, 1949	Mild Steel Plates	Dec. 1
Oct. 20	442A, 1949	Steel Rails, Fishplates and Bolts (Recalled)	Dec. 1
Oct. 11	429A, 1949	Power Hacksaw, Radial and Pillar Type Drilling Machines, Plain Shaper, Grinding Machines, Slotter, Screwing Machine, Lathes and Drill for South Fremantle Power Station	Dec. 15

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.

27th October, 1949.

A. H. TELFER,
Chairman.

APPOINTMENT

Under section 6 of the Registration of Births, Deaths, and Marriages Act, 1894-1948.

Registrar General's Office,
Perth, 26th October, 1949.

THE following appointment has been approved:—

R.G. No. 22/43—Mr. Francis John Miller to act temporarily as District Registrar of Births, Deaths and Marriages for the Moora Registry District, to maintain an office at Moora, during the absence on leave of Mr. Ian Hollett; appointment to date from 21st October, 1949.

NORMAN B. BRICE,
Deputy Registrar General.

Registrar General's Office,
Perth, 26th October, 1949.

IT is hereby published, for general information, that the name of the undermentioned minister has 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.

Roman Catholic Church.

23/49; 17/10/49; Rev. David Conroy; The Presbytery, 11 Hehir Street, Belmont; Perth.

NORMAN B. BRICE,
Deputy Registrar General.

CHRISTMAS EXEMPTION.

Department of Mines,
Perth, 10th October, 1949.

IT is hereby notified, for public information, that general exemption from the conditions of work, use, and occupation has been granted on all mining tenements throughout this State as follows:—In Goldfields North of the Tropic of Capricorn, from the 12th day of December, 1949, to the 31st day of January, 1950 (inclusive); in all other Goldfields and Mineral Fields, from the 12th day of December, 1949, to the 9th day of January, 1950 (inclusive).

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

COAL MINES REGULATION ACT, 1902-1926.

Department of Mines,
Perth, 25th October, 1949.

THE Hon. the Minister for Mines has been pleased to make the following appointment:—

Daniel Kenneth Davies as Owners' Representative on the Board of Trustees of the Collie Coal Mines Accident Relief Fund Trust, for a period of 12 months from the 28th day of September, 1949.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 12 of 1949.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers, Applicant, and Australian Blue Asbestos 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, 1912-1948, 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 Award shall apply to the workers classified in clause 4 hereof, who are employed by the employer in connection with the production of blue asbestos.

2.—Term.

The term of this Award shall be for a period of one (1) year and shall take effect from the commencement of the first pay period next following the date hereof.

3.—Area.

This Award shall have effect over the area covered by Mineral Claim No. 10(h) and the locality within a radius of fifty (50) miles thereof.

4.—Wages.

(a) Basic wage at the rate of £6 15s. 1d. per week.

(b) Occupation—

	Margin.
	£ s. d.
Toolmaker	2 15 0
Patternmaker	3 0 0
Coppersmith	2 7 6
Blacksmith	2 7 6
Electrical fitter	2 6 0
Fitter	2 6 0
Motor mechanic	2 6 0
Turner	2 6 0
Universal miller	2 6 0
Miller	2 6 0
Borer	2 6 0
Planer	2 6 0
Shaper	2 6 0
Slotter	2 6 0
Radial drilller	2 6 0
Driller using cutter bar	2 6 0
Oxy-acetylene and electric welder	2 10 6
Driller and/or screwer	1 2 0
Motor attendant	1 2 0
Switchboard attendant	1 2 0
Electrical wireman or linesman	1 15 6
Pipefitter	1 6 6

(c) Apprentices' Wages—

	Percentage of Basic Wage and District Allowance.
First six (6) months	20
Second six (6) months	25
Second year	35
Third year	55
Fourth year	80
Fifth year	95

Provided that where an apprentice is 21 years of age or over at the commencement of his fifth year he shall be paid the full basic wage and district allowance and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the full

basic wage and district allowance for the period following his 21st birthday: Provided, further, that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the tradesman's rate through Government supplementation.

The wages of apprentices to patternmaking shall be two shillings and sixpence (2s. 6d.) per week in excess of the above.

(d) Casual workers shall be paid ordinary rates plus ten per cent. (10%).

5.—District Allowance.

A district allowance of thirty shillings (30s.) per week shall be paid to all adult workers employed under this Award. If any worker notifies the management in writing that he is prepared to bring his lawful wife and/or children to reside on the employer's premises, he shall thereupon be credited with an additional allowance of five shillings (5s.) per week.

The crediting of this allowance shall cease one month after suitable accommodation is made available and shall be paid to the worker upon the arrival of his wife and/or children, or at an earlier date at the discretion of the employer.

6.—Transport.

(a) When a worker is engaged at Perth, the employer shall provide transport from Perth, or from any port North thereof, to the place of employment, the cost of same to be deducted from the subsequent earnings of the worker, in such manner as is agreed upon in writing by the parties. Provided that if the worker completes six months' continuous service with the employer, the cost of such transport shall be refunded to the worker by the employer.

(b) In the case of a worker suffering from a serious illness, should the normal Flying Doctor Service or other air service be unavailable, the employer shall provide transport to the nearest doctor and back: Provided that such illness is confirmed as being serious by the doctor's medical certificate. If such illness is not confirmed as being serious by the doctor's certificate, the employee shall pay the cost of such transportation.

7.—Sleeping Quarters.

Suitable sleeping quarters consisting of a cooled building, protected from flies, shall be supplied by the employer for the use of men employed on night shift.

8.—Dust Allowance.

A dust allowance, in addition to the margins provided by this Award, shall be paid to workers employed in the mill, if and when so decided by a Board of Reference, of which the chairman shall be a qualified medical practitioner agreed upon by the parties.

9.—Drinking Water.

(a) In all districts where free water is supplied by the employer, single men shall get three (3) gallons and married men six (6) gallons per day.

(b) Good drinking water shall be supplied on all levels where men are working and kept cool and free from dust. Where practicable, and if required, hot points shall be provided on all levels for the purpose of heating water; or, alternatively, if required, the employer shall supply hot water to workers at all levels.

10.—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.

11.—Hours (other than Continuous Process Workers).

(a) The ordinary working hours shall not exceed forty (40) in any one week, and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday, inclusive: Provided that for workers employed on maintenance

work and other necessary work, a week's work may, at the option of the employer, consist of five and a half (5½) days, Monday to Saturday, inclusive.

(h) Lunch interval shall not exceed forty-five (45) minutes.

(c) Workers working underground shall work the hours provided in the Award governing members of the Australian Workers' Union.

Should the worker's service underground occupy less than the full underground shift of seven (7) hours thirty (30) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed four (4) minutes' additional service in respect of each hour's absence from the surface on duty; and at the employer's option this may be adjusted by allowing time off duty corresponding to such credited additional service.

12.—Overtime (other than Continuous Process Workers).

(a) For all 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) Except as provided in subclause (a) of clause 11, 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.

(c) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations shall be paid for at the rate of time and a half on Saturdays, Sundays and holidays.

(d) Work done on Sundays and holidays shall be paid for at the rate of double time.

(e) When a worker is recalled to work after leaving the premises he shall be paid for at least two (2) hours at overtime rates.

(f) When a worker is required to continue working after the usual knock-off time for more than one hour without having been notified on the previous day, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s. 6d.) in respect of any such meal required.

(g) When a worker is required to hold himself in readiness for a call after ordinary hours, he shall be paid at ordinary rates for the time that he holds himself in readiness.

(h) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

(i) When computing overtime, any district allowance shall not be computed as an addition to the day's pay.

13.—Continuous Process Workers.

(a) Forty (40) hours shall constitute a week's work from Mondays to Saturdays to be worked in five (5) shifts of eight (8) hours each inclusive of crib time.

(b) A worker called upon to work a sixth shift in any week shall be paid at the rate of time and a half.

(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) When computing overtime, the district allowances shall not be computed as an addition to the day's pay.

(e) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, 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.

(f) When a worker is required to continue working after the usual knock-off time for more than one hour without having been notified on the previous day, he shall be provided with a meal, or shall be paid two shillings and sixpence (2s. 6d.) in respect of any such meal.

(g) All work done on Sundays 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.

(h) Work done on holidays shall be paid at double time, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations.

14.—Annual Leave and Holidays.

(a) Each worker shall be entitled to three (3) weeks' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid a sum proportionate as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that where a worker is dismissed for wilful misconduct he will not be entitled to the benefits of this clause.

(b) The amounts to be paid under subclause (a) shall be calculated at the rate prevailing at the time the payment is made.

(c) The provisions as to annual leave shall not apply to casual workers.

(d) Subject to clauses 12 and 13, the following shall be paid holidays—Christmas Day, Easter Monday, Labour Day and one additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Sunday the following Monday shall be observed. 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 holiday 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.

15.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon 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 16 or such absence is on account of holidays or annual leave 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 case wages shall be paid up to the time of dismissal only.

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

16.—Payment for Sickness.

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

17.—Shifts.

(a) Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and a quarter.

(b) Men working shifts which rotate weekly shall be paid an additional five per cent. (5%) when on night shift.

(c) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked; but shall be deemed to be overtime; on completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

18.—Payment of Wages.

Pay day shall be in accordance with section 55 of the Mines Regulation Act. 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, whenever same is practicable.

19.—Record Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week; the said book shall be open to the authorised representative of the union at any time during working hours, and he shall be allowed to take necessary extracts therefrom.

Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

20.—Representative Interviewing Workers.

In the case of 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 hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

21.—No Reduction.

Nothing herein shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

22.—Special Rates and Provisions.

(a) Leading hand: Leading hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of nine shillings (9s.) per week extra; more than ten (10) and not more than twenty (20) workers, eighteen shillings (18s.) per week extra; more than twenty (20) workers, twenty-seven shillings (27s.) per week extra.

(b) Dirt money: Workers employed on dirty work or in wet places, shall be paid one penny halfpenny (1½d.) per hour extra. In case of a dispute as to whether the work is or is not dirty or wet, it shall be referred to the Board of Reference whose decision shall be final.

(c) A fitter or other tradesman, not specially employed as a welder, who, in addition to his employment as such is also required to do welding shall be entitled to receive one shilling (1s.) per day extra whilst so employed.

(d) Height money: Tradesmen and welders engaged on the surface in the erection, repair and/or maintenance of steel frame buildings, smoke stacks,

bridges or similar structures at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling and tenpence (1s. 10d.) per shift extra.

(e) Supply of goggles: Suitable goggles shall be provided by all employers to workers when using emery wheels.

Goggles, glasses, gloves and leather aprons, or other efficient substitutes therefore, shall be available for the use of workers engaged in welding.

23.—Higher Duties.

A worker engaged for more than two (2) hours in any one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day.

24.—Definitions.

(a) "Motor mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or chassis on motor cars or other motor vehicles, except motor cycles.

(b) "Electrical fitter" means a tradesman employed in making, repairing, altering, assembling, testing, winding or wiring electrical machines, instruments, meters or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in "neon" tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter.

(c) "Electrical wireman" means a worker engaged in installing electric light, meters, bells or telephones, or running, repairing and testing of wires used for power, light or heating purposes.

(d) "Electrical linesman" means a worker engaged (with or without labourers assisting) in erecting poles for electrical wires, or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electrical poles off the ground, but no linesman shall be allowed to work off the ground on live wires without the assistance of a labourer.

(e) "Motor attendant" means a worker engaged in stopping or starting motors, replacing motor fuses, oiling or cleaning motors, and who shall be engaged exclusively on such work.

(f) "Switchboard attendant" means any worker attending to or in charge of any switchboard, or doing any work necessary for the working of the same other than repairs or additions.

(g) "Pipe fitter" means any worker employed on pipe work but does not include a worker solely engaged in assembling, joining and fixing pipes. All work on live steam pipes shall be a tradesman's work.

(h) "Casual hand" means any worker whose services are dispensed with by the employer before he shall have completed six (6) days of his engagement.

(i) "Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die, or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

25.—Employment.

(a) Subject to the provisos contained hereunder, preference of employment in the industry to which this Award relates shall be given to members of the Amalgamated Engineering Union of Workers, Kalgoorlie Branch, or to members of any other registered industrial union which is a party to an Award or industrial agreement in the gold mining industry; or to persons who give the employer an undertaking in writing to make application to join any such registered union, within one month of accepting employment.

Provided that—

(i) There are members of the relevant union, or intending members applying as aforesaid, equally qualified with others workers offering their services to perform the particular work to be done and ready and willing to undertake the same; and

- (ii) the rules of such union shall permit any worker of good character with the requisite qualifications (if any) coming within the scope of this Award to become a member of the union upon payment of the subscription and/or entrance fee prescribed by the registered rules.

(b) Where a worker, not having been a member of the relevant union at the time of his engagement, applies for membership of the union within one month of his engagement it shall be deemed that no question of preference has arisen.

(c) If during the continuance of this Award, anything in the nature of a strike occurs in the industry hereby regulated, or if there is any restriction in output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine insofar as the particular union or unions involved is, or are, concerned.

For further assurance, and without modification of or prejudice to the foregoing provisions of this sub-clause, the employer may at any time apply to the Court, upon giving seven (7) days' notice to the union, a declaration hereunder and the consequential cancellation of this clause, and the Court, upon cause being shown, shall make a declaration and order accordingly appropriate to the particular case.

(d) The provisions of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.

(e) The operation of this clause is suspended pending further order.

26.—University Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

27.—Board of Reference.

(a) The Court appoints for the purposes of the Award a Board of Reference. Such Board shall consist of a chairman who shall be a person selected by the representatives of the parties, if such may be agreed upon, or, failing such agreement the Warden or Resident Magistrate, if agreeable and willing to act, and, if not, a Government Inspector of Mines, and two other representatives, one to be a manager of the mine in which the difference or dispute arises, or his nominee, representing the employer, and the other a representative of the Union appointed for such purpose by the Union, which may at any time, by notification to the employer and the Registrar, change such representative. Provided that where the matter of dust allowance in the mill is the subject referred to the Board for decision the chairman shall be a qualified medical practitioner.

(b) There shall be assigned to such Board the functions of—

- (i) deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.

(c) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1948, which for this purpose are embodied in and form part of this Award. (Regulation 92.)

(d) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

(e) The term "manager" includes the person acting as such for the time being.

28.—Dry Crushing Plant.

No dry crushing plants shall be operated unless under such conditions as obviate dust as far as is reasonably practicable. It shall be the duty of the Inspector of Mines to make an examination of all dry crushing plants in his district, once in each month, and at such other times as he may be requested so to do by the secretary of the Union. He shall examine and report to the State Court of Arbitration, and such report shall be prima facie evidence of the facts stated therein.

29.—Change Rooms.

If more than four (4) persons are employed underground in any mine in one shift, sufficient accommodation shall be provided above ground near the principal entrance to the mine, and not in the engine room or boiler house, for enabling the persons employed in the mine to conveniently dry and change their clothes, and in no case shall men dry their clothes upon a boiler. Hot water shall be supplied in all change rooms.

30.—Apprentices.

(a) The provisions of schedule 1 hereto, marked "Apprenticeship Regulations" subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one.

(c) If the apprentice is employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be prima facie evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

(d) If the apprentice shall at any time during the said term be wilfully disobedient to the lawful orders of the employer, his managers, foremen, or other servants having authority over the apprentice, or be slothful, or 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.

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

(f) Apprentices shall be allowed to one of the following trades, namely, patternmaker, coppersmith, electrical fitter, blacksmith, fitter and/or turner, machinist, motor mechanic, welder.

31.—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.

32.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The Union may during the currency of this Award apply to the Court for the correction or regulation of any piecework rate, time bonus, task rate, or any other system of payment by results.

33.—Reserved Matters.

The following matters are reserved for further consideration by the Court:—

(a) Clause 4 (Wages) in respect of subclauses (d) and (e) of the claim.

(b) Clause 4 subclause (c) and Clause 5 (District Allowance).

(c) Subclause (a) of Clause 11 and subclause (b) of Clause 12 in respect of the claim for a 5-day week.

(d) Subclause (a) of Clause 6 (Transport).

(e) Subclause (d) of Clause 14 (Holidays).

(f) Regulations 37 (c) and (d) of Apprenticeship Regulations.

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 June, 1949.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Filed at my office this 2nd day of June, 1949.

(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.

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 sub-clause.

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 instructions 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 sub-clause (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. A duplicate of such certificate shall be forwarded by the Registrar to the employer and the secretary of the Union, each of whom shall keep the same in safe custody and produce for inspection by the Industrial Inspector whenever demanded by the latter to do so.

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 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.

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.

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 ter-
mination) 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).....(occu-
pation) (hereinafter called "the employer"), of the
first part,.....of
....., born on the.....day
of.....19.. (hereinafter called "the ap-
prentice"), of the second part, and.....
of.....(address).....(occu-
pation)....., parent (or guardian) of
the said.....(hereinafter called the
"parent" or "guardian"), of the third part, witnes-
seth as follows:—

1. The apprentice of his own free will and with the
consent of the parent (or guardian) hereby binds him-
self to serve the employer as his apprentice, and to

learn the trade of.....for
a period of.....years, from the.....
day of....., one thousand nine
hundred and.....

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

(a) That the apprentice shall and will truly and
faithfully serve the employer as his apprentice in the
said trade at.....
aforesaid, and will diligently attend to his work at the
said trade, and will at all times willingly obey the
reasonable directions of the employer, his managers,
foremen, and overseers, and will not during the appren-
ticeship, without the consent in writing of the em-
ployer, 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 appren-
tice 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 Arbitra-
tion 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 Arbi-
tration 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 em-
ployer and parent (or guardian) giving one month's
notice in writing to the Court and to the parties con-
cerned that this Agreement shall be terminated, and
on such mutual consent being given the apprentice-
ship 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 Agree-
ment.

(d) Other conditions.

5. This Agreement is subject to amendment, varia-
tion, 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. 12A of 1949.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers, Applicant, and Australian Blue Asbestos Limited, Respondent.

WHEREAS Award No. 12 of 1949, filed on the 2nd day of June, 1949, reserved for further consideration by the Court certain matters referred to in Clause 33 of the said Award: Now the Court having heard Mr. H. Symons on behalf of the Applicant and Mr. F. S. Cross on behalf of the Respondent, doth hereby order that the said Award be and the same is hereby amended in the manner following:—

1. After Clause 4 insert the following new clause:—

4A.—Asbestos Bonus.

Liberty is hereby reserved to the Applicant Union to apply for the grant of an asbestos bonus.

2. Delete Clause 5 and insert in lieu thereof the following:—

5.—District Allowance.

A district allowance of thirty shillings (30s.) per week shall be paid to all adult workers employed under this Award. Liberty is hereby reserved to either party to apply for variation of this Clause.

3. Amend sub-clause (a) of Clause 11 (Hours) by inserting after the words "other necessary work" the words "which cannot be carried out while the mill is operating."

4. Delete Clause 33.

Dated at Perth this 31st day of August, 1949.

By the Court,

[L.S.] (Sgd.) L. W. JACKSON,
President.

INDUSTRIAL AGREEMENT.

No. 18 of 1949. (Registered 7/7/1949.)

This Agreement made this 1st day of April, 1949, in pursuance of the Industrial Arbitration Act, 1912-1948, between Messrs. G. A. Pierce and W. A. Porter, of 222 St. George's Terrace, Perth, L. W. Holden, of 35 Barrack Street, Perth, A. W. Maddox, 218 St. George's Terrace, Perth, L. Martin, of Bon Marche Buildings, Barrack Street, Perth, J. Cannon, of Gledden Buildings, Hay Street, Perth, Dental Laboratory Proprietors, of Perth, Western Australia, of the one

part and the W.A. Dental Technicians' and Employees' Union of Workers, Perth, of the other part whereby it is agreed by and between the parties as follows:—

1.—Area.

This Agreement shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

2.—Scope.

This Agreement shall apply to workers following the vocations set out in clause 8 hereof.

3.—Term.

The term of this Agreement shall be for a period of twelve (12) months from the beginning of the first pay period commencing after the date hereof.

4.—Hours.

(a) Forty (40) hours shall constitute a week's work: Provided that where the hours usually worked in any establishment immediately prior to the date of this Agreement were less than forty (40) per week such lesser hours shall continue to be observed.

(b) The ordinary hours of work shall be worked between 8 a.m. and 6 p.m. Monday to Friday inclusive, and between 8 a.m. and 12 noon on Saturday: Provided that they may be worked at such other times as may be mutually agreed between the employer and the worker, but in such event the Union shall be notified of the altered starting and finishing time.

5.—Overtime.

(a) All time worked before the usual starting and after the usual finishing time shall be deemed overtime and be paid for at the rate of time and a half for the first four hours and double time thereafter. In the calculation of overtime each day shall stand alone.

(b) The employer's liability for the payment for overtime worked shall be deemed to be met if equivalent time off is given to the worker.

(c) Notwithstanding anything contained in this Agreement—

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

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

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

6.—Payment for Holiday Work.

Work done on the holidays prescribed in clause 7 (a) hereof shall be paid for at the rate of double time.

7.—Holidays and Annual Leave.

(a) Subject to clause 6 hereof, the following days, or the days observed in lieu thereof, 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) On any public holiday not prescribed as a holiday under this Agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

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

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

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

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

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

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

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

8.—Wages.

	Male.	Female.
	£ s. d.	£ s. d.
(a) Basic Wage:		
Within a 15-mile radius from the G.P.O., Perth	6 1 7	3 5 8
Outside a 15-mile but within a 25-mile radius from the G.P.O., Perth	6 1 3	3 5 6
	Per Week	
	Margin over	
	Male	
	Basic Wage	
	£ s. d.	
(b) Classifications:		
Dental Technician (male)	2 0 0	
	Margin over	
	Female	
	Basic Wage	
	£ s. d.	
Dental Technician (female)	2 0 0	
	Per Week	
	% of Male	
	Basic Wage.	
(c) Apprentices (male):—		
During first six months	20	
During second six months	25	
During second year	35	
During third year	55	
During fourth year	80	
During fifth year	95	

Provided that where an apprentice is 21 years of age or over at the commencement of the fifth year he shall be paid the full basic wage, and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the basic wage for the period following his twenty-first (21st) birthday.

	Per Week	% of or	Margin
	% of or	Margin	over Female
	% of or	Margin	Basic Wage.
(d) Apprentices (female):—			
During first six months	40		
During second six months	50		
During second year	60		
During third year	75		
During fourth year	90		
During fifth year	6s.		

9.—Casual Workers.

A worker employed for less than one (1) week shall be deemed a casual worker and shall be paid at the rate of ten per cent. (10%) in addition to the rate of wage herein prescribed for his class of work.

10.—Recognition of Tradesmen.

(a) Workers who have been employed as technicians for a period of six years at the time of delivery of this Agreement shall be rated as journeymen.

(b) A worker who is not employed as a technician at the time of delivery of this agreement may be accepted as a journeyman upon production of proof that he has previously been employed in such a capacity for a period of not less than six years.

(c) A worker who is unable to fulfil the conditions set out in (a) and (b) above and who is desirous of being recognised as a technician shall submit to examination by the apprentice examiners and shall bear the cost of such examination. If the examiners report is not unanimous that the worker should be recognised as a technician, he may be employed subject to the provisions of clause 11 hereof.

11.—Under-rate Workers.

(a) Any worker who, by reason of old age or infirmity, inefficiency or any other reason, 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.

12.—Apprentices.

(a) The Apprenticeship Regulations in the Schedule annexed to this Agreement and marked "A" shall be incorporated into and form part of this Agreement.

(b) Apprentices may be taken to the trade of Dental Technician in the proportion of one apprentice to every three or fraction of three journeymen: Provided that a dentist may himself be regarded as a journeyman for the purpose of this clause.

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

(d) Notwithstanding the provisions regarding probationership, no junior who is employed on work for which apprenticeship is provided shall continue in employment except as a registered apprentice after a period of six (6) months shall have elapsed from the date hereof.

(e) Any applicant for apprenticeship who has had previous experience in the industry shall be examined by the Apprenticeship Examiners who shall determine the state of competency of the applicant, and the applicant may be given credit for such period as the examiners had determined.

13.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up a record containing:—

- (1) the name of each worker;
- (2) the class of work performed;
- (3) the hours worked each day;
- (4) the wages paid and overtime, if any, to each worker and the worker's signature thereto;
- (5) the ages of the apprentices and females under 19 years of age.

Such book shall be open for inspection by a duly authorised representative for the Union not more than once in each week between the working hours of 10 a.m. and 4 p.m.

14.—Engagement.

(a) Except for casual workers, employment shall be kept and entered up a record containing:—

(b) A casual worker's employment may be terminated without notice.

(c) Any worker may be summarily dismissed by his employer for misconduct, refusal to obey orders or neglect of duty.

15.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

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

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

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker who in any calendar year, has already been allowed paid sick leave on one occasion for one day only, or less, shall not be entitled to payment for any further absence of one day only or less, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but not longer from the end of the year in which it accrues.

16.—No Reduction.

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

17.—Board of Reference.

(a) The Court appoints for the purposes of the Agreement a Board or Board 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.
- (iv) Acting as the Apprenticeship Board referred to in clauses 7 and 8 of the Schedule—Apprenticeship Regulation annexed to this Agreement.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1948, which for this purpose are embodied in the Agreement.

18.—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.

Signed by the said Dental Laboratory Proprietors in the presence of:

R. H. Fletcher	L. W. HOLDEN
S. G. Eames	G. A. PIERCE
K. Wright	A. W. MADDOX
S. G. Eames	Wm. A. PORTER
K. D. Hewitt	J. CANNON
I. M. Martin	LLOYD R. MARTIN

Signed and sealed on behalf of the Union in the presence of:—

[L.S.]

F. W. French.
D. Ogier

R. BENJAMIN, President
LEWIS M. LIPSETT, Secretary

APPRENTICESHIP REGULATIONS. Schedule "A."

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 employers' 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;

(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;

(d) liberty is reserved to the respondents to apply for the deletion of this regulation.

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

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

39. When an apprentice is absent from work 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.

Part-time Employment.

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

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

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

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

Miscellaneous.

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

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

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

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

(d) any other particulars the Court may direct.

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

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

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

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

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

- (a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.
- (b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

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

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

45. In every application under clauses 15, 18, 19, 20, and 40 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1941.

Form A.

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

The Registrar,
Arbitration Court, Perth.

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

Full name.....
Address.....
Date of Birth.....
Trade..... (Branch).....
School last attended..... Standard passed.....
Signature.....

Signature of Parent (or Guardian)

Date.....

Form B.

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.

Date 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).....(occu-
pation) (hereinafter called “the employer”), of the
first part,.....of
.....born on the.....day
of.....19..... (hereinafter called “the ap-
prentice”), of the second part, and.....
of.....(address).....(occu-
pation)....., parent (or guardian) of
the said.....(hereinafter called the
“parent” or “guardian”), of the third part, witness-
eth 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, 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. 16 of 1949.

Between Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers' Employees' Union of Workers, Perth, Applicant, and Standard Tile Co., Atlas Tiles, Apex Tile Co., Andersons Cement Products, Plunkett's Building Co., Albany Tile Co., and Minister for Works, 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 "Cement Tile Manufacturing Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Hours.
7. Shift Work.
8. Overtime.
9. Payment of Wages.
10. Wages.
11. Mixed Functions.
12. Engagement.
13. Minimum Engagement.
14. Breakdowns, etc.
15. Under-rate Workers.
16. Holidays.
17. Payment for Sickness.
18. Board of Reference.
19. Junior Workers' Certificate.
20. Time and Wages Record.
21. First Aid Outfit.
22. Notices.
23. No Reduction.

3.—Area.

This Award shall operate over the area comprised within the South-West Land Division of the State of Western Australia.

4.—Scope.

This Award shall apply to all workers engaged in the classifications referred to in clause 10 hereof engaged in the manufacture of cement tiles.

5.—Term.

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

6.—Hours.

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

(b) The ordinary hours of work shall not exceed eight (8) hours daily from Monday to Friday inclusive.

(c) The hours of work, except where shifts are worked, shall be performed as follows:—Monday to Friday inclusive between 7 a.m. and 5.30 p.m.

7.—Shift Work.

Where two or more shifts in any one day are worked the hours of shift workers shall be such as are mutually agreed upon between the union and the employer. Failing agreement the hours of shift workers shall be fixed by the Board of Reference.

8.—Overtime.

(a) Work performed beyond eight (8) hours on Monday to Friday inclusive or beyond forty (40) hours in any week or except in the case of shift workers, before the prescribed starting time or after the prescribed finishing time, shall be deemed as overtime.

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

(c) (i) Work performed on Sunday and on the holidays prescribed in clause 16 hereof shall be paid for at the rate of double time.

(ii) Provided that at the option of the employer an equivalent period may be added to a worker's period of annual leave for all time worked on any of the holidays referred to in clause 16 (a) hereof in lieu of payment as prescribed in subclause (i) hereof.

(d) Notwithstanding anything contained in this Agreement—

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

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

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

9.—Payment of Wages.

All wages shall be paid on the job within 20 minutes of the close of the day's work at least once a fortnight.

Provided that where a worker's service is terminated prior to the usual pay day he shall be paid all moneys due to him within 24 hours of such termination of service.

10.—Wages.

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

	Per Week.	
	£	s. d.
(a) Basic Wage:		
(i) Within a 15-mile radius of the G.P.O., Perth	6	13 2
(ii) Outside a 15-mile radius but within the South-West Land Division ..	6	12 11
(b) Adults:	Margin	Per Week.
(i) Hand Presser, Mixer, Ridge Maker and Finisher	22	0
(ii) Stripper Stacker	16	0
(iii) All other adult labour	9	6
(c) Junior Workers:	% of	Male Basic Wage.
Under 17 years of age	45	
17 to 18 years of age	55	
18 to 19 years of age	65	
19 to 20 years of age	75	
20 to 21 years of age	90	

(d) Leading hands appointed as such by the employer shall be entitled to receive 1s. per day in addition to the rates prescribed herein.

11.—Mixed Functions.

(a) A worker called upon to perform work carrying a higher rate than his usual rate of pay shall be entitled to payment at such higher rate for the period that he is actually engaged upon such work.

(b) A worker called upon to do work carrying a lower rate than his usual rate of pay for less than one-half day shall be paid for such work at his usual rate of pay.

12.—Engagement.

One day's notice on either side shall (with the exception of junior workers in whose case one week's notice shall be required) be necessary to terminate the engagement, provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders or for misconduct or if after receiving the prescribed notice he does not carry out his duties in the same manner as he did prior to receiving such notice.

13.—Minimum Engagement.

Subject as provided in clause 14 hereof any worker engaged under the terms of this Agreement shall be paid a minimum of three hours' pay.

14.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day, or portion of a day, upon which a worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other union or association, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

15.—Under-rate Workers.

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

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

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

16.—Holidays.

(a) The following days, or days observed in lieu shall subject to clause 8 be allowed as holidays without reduction of pay, namely New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Union Picnic 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 is done ordinary rates of pay shall apply.

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

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

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

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

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

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

17.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service: Provided, that subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

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

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

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker, who in any calendar year, has already been allowed paid sick leave on one occasion for one day only, or less, shall not be entitled to payment for any further absence unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

18.—Board of Reference.

The Court may appoint for the purpose of the Agreement, a Board of Reference consisting of a chairman and two other representatives, one to be nominated by each of the parties. There are assigned to the Board, in the event of no agreement being arrived at between the parties to this Agreement the function 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 matter that the Court may refer to it 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 and form part of this Agreement.

19.—Junior Workers' Certificate.

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

(i) Name in full.

(ii) Age and date of birth.

(iii) Length of experience with any previous employer.

(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 the certificate.

(d) If any worker shall wilfully mis-state his age, he alone shall be guilty of a breach of this Agreement.

20.—Time and Wages Record.

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

(i) the name of each worker;

(ii) the class of work performed by him;

(iii) the hours worked each day by him;

(iv) the wages (and overtime, if any) paid to him;

(v) the age of junior workers.

Such record shall be open to inspection by a representative of the union not more than once weekly between the hours of 10 a.m. and 4 p.m.

21.—First Aid Outfit.

Every factory shall be equipped with a first-aid outfit, and such outfit shall be kept in a suitable and accessible place.

22.—Notices.

Notices relating to meetings in connection with the union shall be allowed to be exhibited in the factory. A printed copy of this agreement shall be kept posted by the employer in a conspicuous place in the factory.

23.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Agreement is in receipt of a higher rate of wage than that prescribed in 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 13th day of December, 1949.

[L.S.]

(Sgd.) L. W. JACKSON,
President.

Filed at my office this 13th day of September, 1949.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 21 of 1949.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Swan Wool Scouring Co. of W.A., Jandakot Wool Scouring Co., Hulme Wool Scouring Co. (1938) 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 "Wool Sorters (Wool Scouring Works) Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Smoke-ohs.
9. Overtime.
10. Wages.
11. Higher Duties.
12. Contract of Service and Payment of Wages.
13. Engagement.
14. Breakdowns.
15. Holidays.
16. Annual Leave.
17. Time and Wages Record.
18. Junior Workers.
19. Junior Worker's Certificate.
20. Aged and Infirm Workers.
21. Board of Reference.
22. No Reduction.
23. General.

3.—Scope.

This Award shall apply to all workers engaged in the industry in the classifications described in clause 10 hereof.

4.—Area.

This Award shall operate within a radius of twenty-five (25) miles from the Post Office, Fremantle.

5.—Term.

The term of this Award shall be for a period of one (1) year from the date hereof.

6.—Definitions.

(1) "Casual hand" shall mean a worker engaged by the hour and who may be put off or leave his employer's service at any moment without notice: Provided that—

- (a) any worker who is employed for less than four (4) consecutive weeks shall be classed as a casual hand;
- (b) subject to clause 13 hereof a casual hand shall not be employed for less than four (4) hours in any one day;
- (c) where a casual hand is dismissed the wages due to him shall be paid in cash on the termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next pay day.

(2) "Wool sorter" in scouring establishments shall mean a worker performing all or any of the following work in connection with wool prior to the scouring of such wool:—

- (a) Separating the clean from the dirty.
- (b) Separating the large and longer staple pieces and bellies from the short.
- (c) Taking the rough and stains from cleaner pieces and separating for colour.

7.—Hours.

(a) Forty (40) hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday, inclusive.

(b) The meal times observed in each establishment at the date of this Award shall continue to be observed.

8.—Smoke-ohs.

If any worker is required to work beyond 9 p.m. and/or 3 a.m. he shall be allowed an interval of fifteen (15) minutes for smoke-oh.

9.—Overtime.

(a) All time worked prior to the usual starting time or after the usual finishing time shall be paid for at overtime rates.

(b) Overtime rates shall be:—

- (i) For work performed up to 10 p.m., Monday to Friday, inclusive, and for work performed between 8 a.m. and 12 o'clock noon Saturday—time and a half.
- (ii) For work performed after 10 p.m., Monday to Friday, inclusive, and until the starting time next day, or until 8 a.m. Saturday, or work performed during meal times or on Saturday after 12 o'clock noon or on Sunday—double time.

(c) (i) If any worker is required to return to work after 6 p.m. Monday to Friday, inclusive, he shall be paid two shillings (2s.) meal money. A worker shall also be entitled to two shillings (2s.) meal money, if he is required to work after 12 o'clock midnight. Should a worker who has worked during the night up to breakfast time in the morning be required to continue to work after 8 a.m., he shall be paid two shillings (2s.) meal money: Provided that such payment shall not be made in the case of a worker who starts work at 7 a.m.

(ii) Meal money shall be paid to the worker not later than 5 p.m. on the day that he is required to return to work overtime.

(d) Notwithstanding anything contained in this Award:—

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

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

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

10.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as set out hereunder:—

	Per Week.
	£ s. d.
(a) Basic Wage:	
Within a radius of fifteen (15) miles from the General Post Office, Perth	6 7 1
Outside a 15 mile radius of the G.P.O., Perth, but within a radius of twenty-five (25) miles from the Post Office, Fremantle	6 6 9
	Margin
	Per Week.
	£ s. d.
(b) Adults:	
(i) Wool Sorter—Weekly Hand	1 4 0
	Margin
	Per Hour.
	s. d.
(ii) Wool Sorter—Casual Hand	1 0 3/10
	% of
	Basic Wage.
(c) Junior Weekly Hands:	
14 to 15 years of age	30
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	85
20 to 21 years of age	100

(d) Junior Casual Hands shall receive the sum of one penny half-penny (1½d.) per hour in addition to the rates prescribed above.

(e) Wool sorters sorting dead wool shall be paid one shilling (1s.) per day in addition to the rates prescribed in (b) above.

11.—Higher Duties.

A worker who is required to do work for which a higher rate is prescribed in this Award than that which he usually performs, shall be entitled to payment at the higher rate whilst so employed.

12.—Contract of Service and Payment of wages.

(a) The contract of hiring of weekly hands shall be by the week and shall be terminable by one (1) week's notice on either side.

(b) Provided that this clause shall not affect the right of an employer to summarily dismiss a worker for misconduct.

(c) Wages shall be paid weekly on any day Monday to Friday inclusive. Provided that, when overtime is worked on pay day, workers shall be paid in time to enable them to leave their work by 5 p.m.

13.—Engagement.

All labour required shall be engaged between 7.30 a.m. and 8 a.m. each day, provided that in the event of sufficient men not being available between these times, the employer shall have the right to engage any other labour which may report later in the day, and provided further that workers so engaged shall be entitled to payment only as from the time at which they are told to report for work.

14.—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 the 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.

15.—Holidays.

(a) The following days, or the days observed in lieu, shall be observed as holidays and, so far as weekly workers are concerned, paid for, namely: New Year's

Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, and Boxing Day.

(b) All work performed on 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 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 (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 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) 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 and entered up a book containing:—

- (a) the name of each worker to whom this Award applies;
- (b) the class of work performed by him;
- (c) the hours worked each day by him;
- (d) the wages (and overtime, if any) paid to him;
- (e) the ages of junior workers.

Such book shall be open to inspection by a representative of the union between the working hours of 10 a.m. and 4 p.m.

18.—Junior Workers.

(a) Employers shall be entitled to employ one (1) junior worker, and thereafter additional junior workers may be employed in the proportion of one (1) junior worker to every four (4) or fraction of four (4) adult workers.

(b) (i) Junior weekly hands shall be permitted to carry out any of the following duties, namely: elementary sorting, cleaning up and sweeping up, opening up and emptying bales or bags, sewing up packs after pressing, moving skips, and emptying same or any light work ordered by the storeman or man in charge.

(ii) Any junior weekly hand employed on any work other than the abovenamed shall be paid the minimum adult rate.

19.—Junior Worker's Certificate.

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

(a) Name in full.

(b) Age and date of birth.

The certificate shall be signed by the worker.

No worker shall have any claim upon an employer for additional wages in the event of his age being wrongly stated on the certificate.

20.—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 and be employed at the proposed lesser rate.

21.—Board of Reference.

The Court may appoint, for the purpose of this Award, a Board of Reference.

The Board shall consist of a chairman and two (2) representatives, one to be nominated by each of the parties. There shall be assigned to the Board in the event of no agreement being arrived at between the parties to this Award, the functions of:—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Award or any of them;
- (ii) deciding any other matter that 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.

22.—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 class of work.

23.—General.

(a) The employer shall provide a gong and all work shall start and finish with the gong.

(b) When a worker is required during his ordinary working hours to work outside his usual place of employment or is transferred from one job to another, the employer shall provide the necessary means of transport or pay the worker any reasonable expenses incurred.

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 July, 1949.

[L.S.]

(Sgd.) L. W. JACKSON, President.

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

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 22 of 1949.

Between Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers and The Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicants, and Australian Blue Asbestos 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, 1912-1948, 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 Award shall apply to workers employed by the employer in connection with the production of blue asbestos.

2.—Term.

The term of this Award shall be for a period of one (1) year and shall take effect from the commencement of the first pay period next following the date hereof.

3.—Area.

This Award shall have effect over the area covered by Minerals Claim No. 10 (h) and the locality within a radius of fifty (50) miles thereof.

4.—Definitions.

(a) “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:—Metal ceilings, the fixing of the following asbestos products—corrugated sheets, gutters, down-pipes, ridging, rain heads, ventilators and skylights, fascia and barge boards.

(b) “Painter” shall mean a fully qualified tradesman painter employed in or about a mine, and shall be deemed to include any worker engaged on signwriting and/or general maintenance of cottages, offices, change rooms, workshops, storerooms: Provided that where the union is unable to provide a tradesman or a trainee painter the work covered by this definition may be performed by a brush-hand in accordance with the provisions of Award No. 41 of 1948: Provided further, that before employing a brush-hand on the aforementioned work, the employer shall ascertain from the union whether tradesmen are available for employment, and the union shall within fourteen (14) days of the post date of such application, provide the employer with a tradesman, failing which the work may be performed by a brush-hand.

(c) “Casual Worker” means any worker whose services are dispensed with by the employer before he shall have completed five (5) days of his engagement.

5.—Wages.

(a) Basic wage at the rate of £6 15s. 1d. per week.

		Margin.	
		£	s. d.
(b) Occupation:			
Carpenter and Joiner	.. .. .	2	3 6
Painter	.. .. .	2	3 6

		%
		of Basic Wage and District Allowance.
(c) Apprentices' wages:		
First six (6) months	.. .. .	20
Second six (6) months	.. .. .	25
Second year	.. .. .	35
Third year	.. .. .	55
Fourth year	.. .. .	80
Fifth year	.. .. .	95

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

(d) In addition to the above, an allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid as tool allowance to a carpenter, and one shilling (1s.) per week to apprentice carpenters in their last three (3) years.

(e) Casual Workers: Casual workers shall be paid ordinary rates plus ten per cent. (10%).

(f) Leading Hand: Leading hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of nine shillings (9s.) per week extra; more than ten (10) and not more than twenty (20) workers, eighteen shillings (18s.) per week extra; more than twenty (20) workers, twenty-seven shillings (27s.) per week extra.

(g) Wet and Dusty Places (Carpenters and Joiners): In dust bins or places where the atmosphere is similarly dust-laden, or where water is continuously dripping so that the clothing or feet become wet, one shilling (1s.) per day or shift, or fraction of one shilling (1s.) in proportion to the time worked in such place, shall be paid in addition to the rates prescribed in subclause (h).

6.—District Allowance.

A district allowance of thirty shillings (30s.) per week shall be paid to all adult workers employed under this Award. If any worker notifies the management in writing that he is prepared to bring his lawful wife and/or children to reside on the employer's premises he shall thereupon be credited with an additional allowance of five shillings (5s.) per week.

The crediting of this allowance shall cease one month after suitable accommodation is made available and shall be paid to the worker upon the arrival of his wife and/or children or at an earlier date in the discretion of the employer.

7.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday inclusive.

(b) Lunch interval shall not exceed one (1) hour.

(c) Workers working underground shall work the hours provided in the Award governing members of the Australian Workers' Union.

Should the worker's service underground occupy less than the full underground shift of seven (7) hours thirty (30) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed four (4) minutes' additional service in respect of each hour's absence from the surface on duty; and at the employer's option this may be adjusted by allowing time off duty corresponding to such credited additional service.

8.—Overtime.

(a) For all 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) All 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.

(c) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations shall be paid for at time and a half for Saturdays, Sundays and holidays.

(d) Work done on Sundays or on holidays shall be paid for at double time.

(e) When a worker is recalled to work after leaving the premises he shall be paid for at least two (2) hours at overtime rates.

(f) When a worker is required to continue working after the usual knock off time for more than one (1) hour, without having been notified on the previous day, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s. 6d.) in respect of any such meal required.

(g) When a worker is required to hold himself in readiness for a call after ordinary hours, he shall be paid at ordinary rates for the time that he holds himself in readiness.

(h) When a worker is required for duty during any meal time whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(i) When computing overtime, any district allowance shall not be computed as an addition to the day's pay.

9.—Holidays.

(a) Each worker shall be entitled to three (3) weeks' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause; provided further, that by agreement between the employer and the worker, leave may be allowed to accumulate for two (2) years.

(b) The amounts to be paid under subclause (a) shall be calculated at the rate prevailing at the time the payment is made.

(c) Subject to clause 8 (d), the following shall be paid holidays:—Christmas Day, Easter Monday, Labour Day and one additional day in each calendar year 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 above-mentioned holidays shall not be entitled to be paid for such holiday 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.

(d) The provisions as to annual leave shall not apply to casual workers.

(e) Any worker who has taken part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the employer, during the period of service in respect of which the abovementioned annual holidays are granted, shall forfeit one day of such annual holidays for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work, including a stoppage because of a fatal accident in the mine, except in the case of those workers working in the same shift and the same level as the deceased who desire to attend the funeral and so notify the employer.

10.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon 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 11 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 case wages shall be paid up to the time of dismissal only.

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

11.—Payment for Sickness.

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

12.—Shifts.

Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and a half.

13.—Payment of Wages.

Pay day shall be in accordance with section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one (1) 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, whenever same is practicable.

14.—Record Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week; the said book shall be open to the authorised representative of the union at any time during working hours, and he shall be allowed to take necessary extracts therefrom.

Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

15.—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 hour, or at some other period convenient to the employer, 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.

16.—No Reduction.

Nothing herein shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

17.—Provision of Appliances.

(a) Carpenters and Joiners: 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, hack saws, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons and spanners from three-quarters of an inch upwards.

(b) The employer shall provide on all jobs suitable sanitary conveniences and boiling water ready for meal time, where it is necessary.

18.—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.

19.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The union may during the currency of the Award apply to the Court for the correction or regulation of any piecework rate, time bonus rate, task rate or any other system of payment by results.

20.—Tool Lock-up.

A secure and weatherproof place shall be provided by the employer where the carpenter's tools may be locked up apart from the employer's plant or material.

21.—Grinding Time.

Employers shall provide sandstone grindstones. Carpenters shall be allowed to maintain their tools in proper working conditions in working hours.

When a carpenter who has been employed for five (5) consecutive working days is discharged, he shall be allowed two (2) hours for grinding tools or two (2) hours' pay in lieu thereof.

22.—University Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

23.—Apprentices.

(a) The provisions of Schedule 1 hereto marked "Apprenticeship Regulations" subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one (1) apprentice to every three (3) or fraction of three (3) journeymen employed by him: Provided that the fraction of three shall not be less than one.

(c) If the apprentice be employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be prima facie evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

(d) If the apprentice shall at any time during the said term be wilfully disobedient to the lawful orders of the employer, his managers, foremen, or other servants having authority over the apprentice, or be slothful or negligent or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or should 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.

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

(f) Apprentices shall be allowed to the following:—

(a) Carpentry.

(b) Painting.

24.—Board of Reference.

(a) The Court appoints for the purposes of the Award a Board of Reference. Such Board shall consist of a chairman who shall be a person selected by the representatives of the parties, if such may be agreed upon, or, failing such agreement the Warden or Resident Magistrate, if agreeable and willing to act, and, if not, a Government Inspector of Mines, and two other representatives, one to be the manager of the mine in which the difference or dispute arises, or his nominee, representing the employer, and the other a representative of the union appointed for such purpose by the union, which may at any time, by notification to the employer and the Registrar, change such representative. Provided that where the matter of dust allowance in the mill is the subject referred to the Board for decision the chairman shall be a qualified medical practitioner.

(b) There shall be assigned to such Board the functions of—

(i) deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board;

(ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;

(iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;

(iv) deciding any other matter that the Court may refer to such Board from time to time.

(c) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1948, which for this purpose are embodied in and form part of this Award. (Regulation 92.)

(d) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

(e) The term "manager" includes the person acting as such for the time being.

25.—Employment.

(a) Subject to the provisos contained hereunder, preference of employment in the industry to which this Award relates shall be given to members of the Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers and The Operative Painters and Decorators' Industrial Union of Workers, or to members of any other registered industrial union which is a party to an Award or industrial agreement in the industry; or to persons who give the employer an undertaking in writing to make application to join any such registered union, within one month of accepting employment.

Provided that:—

(i) there are members of the relevant union, or intending members applying as aforesaid, equally qualified with other workers offering their services to perform the particular work to be done and ready and willing to undertake the same; and

(ii) the rules of such union shall permit any worker of good character with the requisite qualifications (if any) coming within the scope of this Award to become a member of the union upon payment of the subscription and/or entrance fee prescribed by the registered rules.

(b) Where a worker, not having been a member of the relevant union at the time of his engagement, applies for membership of the union within one month of his engagement it shall be deemed that no question of preference has arisen.

(c) If during the continuance of this Award, anything in the nature of a strike occurs in the industry hereby regulated, or if there is any restriction in output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine in so far as the particular union or unions involved is, or are, concerned.

For further assurance, and without modification of or prejudice to the foregoing provisions of this sub-clause, the employer may at any time apply to the Court, upon giving seven (7) days' notice to the union, for a declaration hereunder and the consequential cancellation of this clause, and the Court, upon cause being shown, shall make a declaration and order accordingly appropriate to the particular case.

(d) The provisions of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.

26.—Transport.

(a) When a worker is engaged at Perth, the employer shall provide transport from Perth, or from any port north thereof, to the place of employment, the cost of same to be deducted from the subsequent earnings of the worker, in such manner as is agreed upon in writing by the parties. Provided that if the worker completes six months' continuous service with the employer, the cost of such transport shall be refunded to the worker by the employer.

(b) In the case of a worker suffering from a serious illness, should the normal Flying Doctor Service or other air service be unavailable, the employer shall provide transport to the nearest doctor and back. Provided that such illness is confirmed as being serious by the doctor's medical certificate. If such illness is not confirmed as being serious by the doctor's certificate, the employee shall pay the cost of such transportation.

27.—Dust Allowance.

A dust allowance, in addition to the margins provided by this Award shall be paid to workers employed in the mill, if and when so decided by a Board of Reference, of which the chairman shall be a qualified medical practitioner agreed upon by the parties.

28.—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.

29.—Drinking Water.

(a) In all districts where free water is supplied by the employer, single men shall get three (3) gallons and married men six (6) gallons per day.

(b) Good drinking water shall be supplied on all levels where men are working and kept cool and free from dust. Where practicable, and, if required, hot points shall be provided on all levels for the purpose of heating water or, alternatively, if required the employer shall supply hot water to workers at all levels.

30.—Painters' Special Provisions.

(1) Spray Painting:

(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 employer.

(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.

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

(3) 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.

(4) Width of Brushes: All paint brushes shall not exceed five (5) inches in width and no kalsomine brush shall be more than eight (8) inches in width.

(5) Meals not to be taken in Shops, etc.: A worker or an apprentice shall not be permitted to have a meal in any paint shop or place where paint is stored or used.

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

(7) Attendants on Ladders: No worker shall work on a ladder at a height of over twenty-five (25) feet from the ground when such ladder is standing on any street, way or lane, where traffic is passing to and fro without an assistant on the ground.

31.—Reserved Matters.

The following matters are reserved for further consideration by the Court:—

(a) Clause 5 (Wages) in respect of the claim for an "Asbestos Bonus."

(b) Clause 5, subclause (c) and clause 6 (District Allowance).

(c) Subclause (a) of clause 26 (Transport).

(d) Subclause (c) of clause 9 (Holidays).

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 June, 1949.

[L.S.]

(Sgd.) L. W. JACKSON,
President.

Filed at my office this 2nd day of June, 1949.

(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 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 discontinue 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;

(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;

(d) liberty is reserved to the respondents to apply for the deletion of this regulation.

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

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

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

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.

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 of19 .

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

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

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 22A of 1949.

Between Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers and the Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicants, and Australian Blue Asbestos, Limited, Respondent.

WHEREAS Award No. 22 of 1949, filed on the 2nd day of June, 1949, reserved for further consideration by the Court certain matters referred to in Clause 31 of the said Award now the Court having heard Mr. L. Westfall on behalf of the Applicants and Mr. F. S. Cross on behalf of the Respondent, doth hereby order that the said Award be and the same is hereby amended in the manner following:—

1. After Clause 5 insert the following new clause:—

5A.—Asbestos Bonus:

Liberty is hereby reserved to the Applicant Unions to apply for the grant of an asbestos bonus.

2. Delete Clause 6 and insert in lieu thereof the following:—

6.—District Allowance:

A district allowance of thirty shillings (30s.) per week shall be paid to all adult workers employed under this Award. Liberty is hereby reserved to either party to apply for variation of this Clause.

3. Delete Clause 31.

Dated at Perth this 31st day of August, 1949.

By the Court.

[L.S.]

(Sgd.) L. W. JACKSON,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 26A of 1949.

Between The Bank Officials' Association of Western Australia Union of Workers, Perth, Applicant, and The Bank of Australasia and others (as per Schedule), 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 others powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

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

1.—Area and Scope.

This Award shall apply to the employment of persons employed in the industry of the occupation of officers, clerks, typists, messengers and employees in banks, other than cleaners, lift attendants and persons covered by separate awards, employed by the respondents in the State of Western Australia, but excepting that portion of the State within the 20th and 26th parallels of latitude and the 125th and 129th meridians of longitude, and excluding the premises and places occupied by the Bank of New South Wales and any of its branches.

2.—Definitions.

"Messengers" shall mean all male employees other than a member of the clerical staff who for the major and substantial part of his time in any work is occupied in the ordinary duties of a messenger, and does not include lift attendants, watchmen, caretakers, cleaners and persons covered by separate awards employed by the respondents in the State of Western Australia.

"Head messenger" shall mean a messenger who is appointed as head messenger by a bank and required by such bank as part of his duties to supervise and control in a branch or office the work of two or more messengers in such branch or office: Provided that if any messenger is classified or designated as a chief or head messenger at the date of this Agreement he shall be deemed a chief messenger within the meaning of this Agreement.

Chief messengers and messengers shall not perform clerical duties usually performed by officers in banks generally.

"Metropolitan district" is defined as all that portion of land in a radius of eighteen (18) miles of General Post Office, Perth.

The term "Manager," when used in this Award, shall be deemed to include any officer in charge of a branch office.

For the purpose of this Award, "Branch Office" and "Branch" shall be deemed any branch office which is kept open for business during usual banking hours, and at which cheques and bills are domiciled, and/or from which drafts are issued.

For the purposes of this Award, an agency or receiving office shall mean and include only such offices as shall not be kept open for business during usual banking hours on every business day, and/or at which cheques and bills are not domiciled, and from which drafts are not issued.

Except where inconsistent with the context, "officer" includes a bank officer, clerk, or typist.

3.—Rates of Pay.

	Males.			Females.		
(a) Basic Wage—	£	s.	d.	£	s.	d.
Metropolitan District ..	6	7	1	3	8	8
South-West Land Division	6	6	9	3	8	5
Other Districts ..	6	15	1	3	12	11

(b) The minimum rates of salary payable to officers employed by any bank in the State of Western Australia, except that portion of the State within the 20th and 26th parallels of latitude and the 125th and 129th meridians of longitude shall (subject to any deductions for guarantee, provident and similar funds) be as follows:—

		Females.			Per Annum.
Years of Service.					£
1st year of service	130
2nd year of service	160
3rd year of service	190
4th year of service	215
5th year of service	230
6th year of service	250
7th year of service	265
8th year of service	280
9th year of service	300
And thereafter at the rate for the 9th year of service.					

		Males.			Per Annum.
Years of Service.					£
1st year of service	140
2nd year of service	175
3rd year of service	210
4th year of service	245
5th year of service	275
6th year of service	300
7th year of service	335
8th year of service	365
9th year of service	390
10th year of service	415
11th year of service	435
12th year of service	455
13th year of service	470
14th year of service	485
15th year of service	500
16th year of service	515
17th year of service	530
18th year of service	545
19th year of service	560
And thereafter at the rate for the 19th year of service.					

(c) Irrespective of years of service, the minimum rate at 21 years of age for adult clerks, male and female, and adult male typists, shall be at the rate of £295 per year, as adjusted from time to time, and for adult female typists at the rate of £230 per year as adjusted from time to time.

(d) In the case of a male officer who joins the service of a bank when over 19 years of age, his salary on reaching the age of 28 years shall be not less than that prescribed for an officer in his twelfth year of service, and shall be increased thereafter as though he had completed 11 years' service on reaching his twenty-eighth birthday, but this provision shall not affect or prejudice the established rights of any officer who at the date of this Award was entitled to the benefit of subclause (d) of clause 1 of Industrial Agreement No. 15/1925.

(e) Female clerks, other than typists, engaged on or before the 1st day of September, 1920, may be paid the rates prescribed for female typists, but any female clerks other than typists engaged after the 1st day of September, 1920, are to be paid the rates prescribed for male clerks. Where, however, female clerks are

employed on such work as passbooks, typing, shorthand, indexing, sorting, filing, recording branch remittances, current account or tellers' cash books or slips, perusal or dealing with branch returns, or the working of any mechanical appliances, they may be paid the rates prescribed for female typists.

(f) The rates of pay (and increases in pay) prescribed in clause 3 (b) shall be subject to good conduct, diligence, and efficiency. The certificate of the superintendent, general manager, or chief manager of the bank concerned, or his deputy, shall be accepted as conclusive evidence as to this.

(g) Increases in rates of pay, as provided for herein, shall at the option of the bank concerned date either from the first pay day falling after the completed year of service or from the nearest half-yearly balance day following the completed year of service. If a bank decides to adopt the second method set out in this sub-clause for fixing the date of increases and the completed year of service falls in the first three months of that bank's half-year, such increases shall date from the end of that bank's half-year preceding such completed year of service.

(h) Whenever any salary or increment provided for by this Award shall be withheld from any officer, he shall be informed within a fortnight after the date on which it is decided to withhold such salary or increase. If such officer within one month thereafter asks in writing to be furnished with the reasons for such withholding, he shall be informed in writing of such reasons within a fortnight from the receipt at head office of the request therefor.

(i) (i) If during the currency of this Award the Arbitration Court of Western Australia should prescribe a basic wage generally or in any district differing in amount from that now prescribed, then the marginal differences between the present basic wage and the minimum rates herein prescribed shall be deemed to be increased or decreased, as the case may be, to the same extent as the present basic wage may be decreased or increased by the said Arbitration Court as aforesaid, to the intent that the rates herein prescribed shall remain constant.

(ii) If during the currency of this Award the Arbitration Court of Western Australia should prescribe a basic wage generally or in any district differing in amount from that now prescribed, then those minimum rates prescribed by this Award which are equal to or less than such altered basic wage shall automatically be deemed to have been increased or decreased, as the case may be, to the intent that the rates herein prescribed shall remain constant.

(j) Except as provided by clause (4), allowances provided by this Award are not subject to variation in accordance with fluctuations in the basic wage of Western Australia.

Managers.

(k) The salary of the manager of any branch (excluding officers in charge of agencies or receiving offices) shall not be less than the following:—

	Per Annum.
	£
First year as manager	585
Third year as manager	605

The salary of the manager of any branch of six hands (including the manager) and upwards shall not be less than the following:—

	Per Annum.
	£
First year as such manager	635
Second year as such manager	650
Third year as such manager	665

Female Machine Operators.

(l) An allowance at the rate of £26 per annum or 10s. per week, or 2s. per day or part thereof for any periods less than one week, shall be paid to ledger and accounting machine operators when on duty as such.

(m) All rates of pay shall, at the option of the bank concerned, be paid twice a month or fortnightly on dates most convenient to the bank concerned.

Away from Home Allowance.

(n) Any officer who on account of distance or any other cause necessarily resides at a place other than the home town of his parents or other relatives with whom he lives shall, in addition to his salary, be paid the following allowances:—

Males.		Females.	
Salary.	Allowance.	Salary.	Allowance.
£	£	£	£
140	.. 45	130	.. 55
175	.. 25	160	.. 40
210	.. 15	190	.. 25
		215	.. 10

Salaries in this subclause are subject to adjustment in terms of Clause 5—Adjustment of Pay.

The allowances provided for in subclauses (l) and (n) are not subject to adjustment in terms of Clause 5—Adjustment of Pay.

4.—Rates of Pay (Messengers).

(a) Head or chief messengers, metropolitan, shall be paid a minimum wage of £7 15s. per week. Where quarters are provided, the minimum rate shall be £7 5s.

(b) Messengers, metropolitan, shall be paid at the following rates:—

- 1st Year—With Quarters—£6 5s. per week of not exceeding 40 hours. Without Quarters—£6 15s. per week of not exceeding 40 hours.
- 3rd Year—With Quarters—£6 10s. per week of not exceeding 40 hours. Without Quarters—£7 per week of not exceeding 40 hours.
- 5th Year—With Quarters—£6 15s. per week of not exceeding 40 hours. Without Quarters—£7 5s. per week of not exceeding 40 hours.

5.—Adjustment of Pay.

(a) The rates prescribed in clauses 3, 3 (n) (salaries only) and 4 of this Agreement are based on the Commonwealth Court's retail price index numbers (second series) for the six capital cities (weighted average) for the half-year ended the 30th June, 1947, viz.: 101.7.

(b) For work done on and after 1st September, 1947, the amounts of the rates prescribed in clauses 3, 3 (n) (salaries only) and 4 shall be paid subject to subclauses (c) and (d) of this clause.

(c) For work done during each future pay period of or near a half-year beginning with the first pay period to commence in a February or an August, the amounts of the said rates for males prescribed in clauses 3 and 4 at £295 per annum or more, and the amounts of the said rates for females prescribed by clause 3 at £230 per annum or more shall be adjusted by the following method, according to the positions and fluctuations (if any) of the Commonwealth Court's retail price index numbers "second series."

For the purpose of this Agreement, the expression "Court's retail price index numbers, 'second series,' " or any like expression, means the numbers stated to be such index numbers in any document purporting and not proved to be wrongly so purporting to be printed by the Commonwealth Government Printer, or to be signed by or on behalf of the Industrial Registrar.

(i) Adjustment is to be based upon the equating of index number 87.0 with 87s, the amount assessed upon that number of the Court's declared needs basic wage per week with a basic salary of £226 per annum.

(ii) The index number for the six capital cities (weighted average) is to be applied.

(iii) The index number for the six months ending the 30th day of June, or the 31st day of December next preceding the period of or near a half-year for which the adjustment is made is to be ascertained.

(iv) The amounts of addition or deduction assigned in the following table (or in any extension thereof) to the index number division comprising such number are to be ascertained.

(v) Those assigned amounts shall for work to be done during such following period of or near a half-year beginning with the first pay period to commence in an August or a February be added to or deducted from the originally prescribed amounts of the rates in accordance with that table.

(vi) The division called original in the following table is that for the amount of the needs basic salary upon which the rates are to be deemed to have been originally prescribed.

(vii) Provided that if that assigned amount be different by less than £5 from the last current amount of the basic wage for males then the last current amount shall continue unchanged during such period.

Table.

Original Index Number Division 101.5-102.4.

Index No. Divisions for Additions.	Amount of Addition or Deduction.		Index No. Divisions for Deductions.
	Males at rate of per annum. £	Females at rate of per annum. £	
101.5-102.4	Nil	Nil	101.5-102.4
102.5-103.4	3	2	100.5-101.4
103.5-104.4	5	4	99.5-100.4
104.5-105.4	8	5	98.5-99.4
105.5-106.4	10	7	97.5-98.4
106.5-107.4	13	9	96.5-97.4
107.5-108.4	16	11	95.5-96.4
108.5-109.4	18	13	94.5-95.4
109.5-110.4	21	14	93.5-94.4
110.5-111.4	23	16	92.5-93.4
111.5-112.4	26	18	91.5-92.4
112.5-113.4	29	20	90.5-91.4
113.5-114.4	31	22	89.5-90.4
114.5-115.4	34	23	88.5-89.4
115.5-116.4	36	25	87.5-88.4
116.5-117.4	39	27	86.5-87.4

Any extension of this table must be of the same construction as the table.

(d) The amounts of the rates for juniors prescribed by clause 3 (i.e., for males and females for whom the prescribed rates are less than £295 in the case of males and less than £230 in the case of females) shall at the same time as the rates for adults are adjusted pursuant to this clause be increased or decreased (as the case may be) proportionately to the amount of increase or decrease of the adult male salaries. Such rates to be calculated to the nearest pound.

6.—District Allowances.

The following annual allowances shall be paid to officers appointed to branches, as enumerated, in addition to their annual salaries, and other allowances to which they are entitled under this Award.

	Married Officers.		Unmarried Officers.	
	Per Annum £	s. d.	Per Annum £	s. d.
Marble Bar	150	0 0	75	0 0
Carnarvon, Wiluna, Leonora, Cue, Kalgoorlie, Boulder, Southern Cross, Norse- man, Meekatharra ..	75	0 0	37	10 0
Esperance	50	0 0	25	0 0

7.—Hours.

(a) The ordinary working hours of employees, exclusive of meal hours, shall not exceed 40 per week.

(b) In weeks in which statutory, proclaimed, gazetted or bank holidays are observed, or leave, other than special leave at an officer's request, or sickness, or while travelling to or from branches, occur, the ordinary weekly working hours shall be reduced by seven hours and twelve minutes for a full day, and four hours for a half holiday or a Saturday.

(c) Not less than 45 minutes shall be allowed for a meal on all working days.

8.—Overtime.

(a) Employees (other than managers and branch auditors) who are in receipt of salaries which do not exceed a margin of £90 over and above the rate for the time being prescribed in the scale appearing in clause 3 hereof, and applicable to the nineteenth year of service for male officers, shall be entitled to be paid overtime at the rate of time and a half for all time

worked in excess of the hours mentioned in clause 7 hereof, or before 8.30 a.m. on any day and after 12.30 p.m. on Saturdays.

(b) The hourly rates for overtime for head messengers and messengers shall be at the rate of time and a half ordinary rates, and for officers shall be calculated by the following formula:—

$$\frac{\text{Salary}}{313} \times \frac{6}{1} - \frac{1}{40} - \frac{3}{2}$$

Provided, however, that in the case of an officer in receipt of a salary in excess of that prescribed for the 19th year of service the hourly rate for overtime shall be calculated by multiplying the hourly salary rate for the 19th year of service by 3 over 2.

(c) Each bank shall keep a record of all time worked by each employee eligible to be paid overtime and shall pay to each employee without such employee making application therefor all sums due to the employee for overtime worked. Payment for overtime shall be made within the next fortnightly period following the week in which the overtime is worked.

(d) No overtime payment need be made to an employee for time worked looking for errors in such employee's own work.

(e) Subject to clause 18 (Special Duty), an officer shall not be required to work on any statutory, proclaimed, gazetted, or bank holiday, or on Sunday, other than in exceptional circumstances which are unavoidable, when such officer shall be paid for all time worked at double rates in addition to the usual meal allowances. One half a day shall be the minimum time deemed to have been worked on such days.

9.—Meal Money.

If any employee is required to work after 6.10 p.m. from Monday to Friday, inclusive, or after 1 p.m. on Saturday, 4s. shall be allowed for a meal in addition to any overtime to which he or she shall be entitled. Similarly, if required to work after 6.10 p.m. on Saturday, a further 4s. shall be paid for a meal.

Such payments under this clause need only be made if the employee is unable for sufficient reason to go to his or her usual place of abode for such a meal.

10.—Annual Leave.

(a) Subject to the provisions of subclauses (c) and (e) hereof, employees other than messengers up to and including 10 years' service shall receive not less than two weeks' leave of absence in respect of each full calendar year's service, and those over 10 years' service shall receive three weeks' leave of absence in respect of each full calendar year's service. Messengers shall receive two weeks' leave of absence in respect of each full calendar year's service. All such leave shall be granted on full pay and shall be in addition to all gazetted bank holidays.

(b) A calendar year shall be the period from the 1st day of January to the succeeding 31st day of December.

(c) In the event of it being found impracticable to grant such leave in any year, the employee concerned shall in the following year be granted double leave.

(d) Each respondent shall make every endeavour to give each employee at least a fortnight's notice of intention to send him or her on annual leave. Where practicable, married officers shall be given at least 28 days' notice.

(e) Any employee joining a bank after the 1st day of January, 1943, shall be entitled as leave in respect of that portion of the calendar year in which he or she joins the bank to one working day's leave in respect of each full calendar month's service to the end of that calendar year.

(f) Should an officer be retired for any reason, or voluntarily resign or be dismissed, a cash equivalent shall be paid to any such officer for all leave then due.

(g) In the event of an officer dying, a cash equivalent for all leave then due to such officer shall be paid to his dependant(s) or his legal representative or representatives.

(h) In every case where an officer shall retire, resign, or be dismissed, or shall die, before a full year's leave shall have accrued, a proportionate cash payment shall be made in respect of all leave accruing to such officer and shall be paid to him or his dependant(s) or his legal representative or representatives.

Payment under this clause shall be made at the rate of salary of the officer at the time of his retirement, resignation, dismissal, or death.

11.—Sick Leave.

Each bank shall continue its established practice with regard to sick pay and special allowances.

12.—Travelling Allowance.

All officers absent on bank duty shall be paid travelling allowances for all necessary travelling as follows:—

(1) When travelling by land—

(a) The sum of 15s. shall be allowed for each day, or 1s. 6d. per hour over two hours and up to 10 hours.

(b) When an officer travels, but is not absent from home overnight, in lieu of the above allowance he shall be granted an allowance of 4s. per meal as follows, provided he is unable for sufficient reason to have such meal at the usual place of abode:—

(i) Breakfast, if an officer has to leave the home town before 8 a.m.

(ii) Lunch, if an officer cannot return to the home town before 1.30 p.m.

(iii) Dinner, if an officer cannot return to the home town before 6 p.m.

(c) Officers travelling by rail shall have their first-class fares (with sleeping berth, if required) paid.

(d) Subject to the provisions of clause 2 hereof, when an officer does not travel by rail he shall be paid the actual cost of the necessary means of conveyance upon furnishing receipts for such payment.

(e) When the expenses actually and reasonably incurred by officers when travelling exceed the rates allowed, such extra expenses shall be paid by the bank.

(f) Married officers travelling under transfer shall be allowed first-class fare for self, wife, and dependent children, together with reasonable removal expenses, to be submitted to and approved by the bank.

(g) Necessary cab and portage expenses as approved by the bank are to be paid.

(h) An officer required to attend for temporary duty at a branch or centre, other than that to which the officer is attached, shall be paid any reasonable travelling expenses in excess of those usually incurred by the officer in attending the branch to which the officer is attached.

(2) When travelling by sea or air:—

When an officer, his wife and dependent children travel by boat or aeroplane, he shall have first-class fares paid, and when the fares paid include subsistence, the officer shall be entitled to one-third of the allowances mentioned in subclause (1) (a) hereof. If the fare paid does not include subsistence, the officer shall be entitled to the allowances mentioned in subclause (1) (a) hereof.

(3) In the case of a transfer made at the request of an officer, he may be required to pay his own removal expenses, and such need not be borne by the bank.

13.—Expenses while Detained En Route.

When a married officer under transfer must necessarily reside at an hotel or lodging house while waiting—

(a) to begin his journey, or (b) to secure a residence at his destination, he shall be paid two-thirds of the actual and reasonable expenses incurred by him on account of board and residence for himself and his wife and dependent children;

Provided that such allowance shall not (except in special circumstances) be payable for periods exceeding one month in all:

Provided, further, that if such officer shall prove to the satisfaction of the bank concerned that it was through no fault of his that he could not secure a residence at his destination, such allowance may be paid for a longer period than one month.

14.—Allowances to Relieving Officers.

When an officer is relieving in a district where district allowance is payable, he shall be granted such allowance in addition to other allowances.

An officer sent to relieve another officer and who in consequence has to reside away from his usual home or place of abode, shall be paid a minimum relieving allowance at the rate of 10s. per day in the case of unmarried officers below the rank of manager, and 15s. per day in the case of a manager or of a married officer.

Provided that when the expenses actually and reasonably incurred by officers when relieving exceed the rates aforesaid, such extra expenses shall be paid by the bank concerned: Provided, further, that no officer shall draw an allowance under clause 3 (n) in addition to such relieving allowance.

An officer shall be regarded as relieving unless permanently appointed to the staff at the branch at which he is serving. Any appointment shall not be deemed permanent unless the previous appointee be transferred to another branch or to other duties at the same branch. Any officer relieving another officer in a lower paid position shall not be reduced in salary whilst so relieving.

15.—Car Allowance.

When a manager provides his own car, he shall be paid an allowance of not less than 9d. per mile or terms not less favourable, when using the car for the bank's business.

16.—Cleaning, etc.

The cost of fuel, lighting, and cleaning of the office portion of bank premises shall be defrayed by the banks.

17.—House Allowance.

Where a residence is not provided by the bank for a married manager, a minimum house allowance of £130 per annum shall be paid in the metropolitan district, and elsewhere the actual rental paid up to £104 per annum. The Bank of Adelaide is hereby expressly excluded from the operation of this clause.

18.—Special Duty.

Should an officer be called upon for special duty, such as attending at or for the arrival of ships or boats, receiving or despatching coin, notes, etc., or receiving coin, notes, etc., from race-meetings, shows, sports meetings, theatres, etc., on any occasion before or after ordinary working hours he shall be paid overtime at a minimum of £1 1s. on each occasion on week days and £1 10s. on Saturdays after 1 p.m.: Provided, however, that if an officer be called upon for such special duty at any time on Sundays, statutory, proclaimed, gazetted or bank holidays, payment shall be made in accordance with clause 8 of this Award. If any question arises as to whether any such special duty is performed before or after the ordinary working hours, the question shall be determined by the inspector or manager of the bank concerned, in conjunction with the representative of the Union: Provided that if an outside body is responsible and remunerates the officer in accordance with the terms of this clause, this charge, as against the bank, shall not apply.

Notwithstanding anything contained in clause 8 of this Award, these provisions shall apply to all officers, including managers and branch auditors.

19.—Disputes.

In the event of any dispute arising as to any of the matters herein contained, except any question of interpretation, the matter shall be referred to a representative of the Union and a representative of the Bank concerned, and, if they are unable to come to an agreement, the matter shall be referred to the Court, which may determine the matter itself or refer to a board constituted under section 87 of the Act.

20.—Dismissals, etc.

(a) Notwithstanding anything to the contrary contained in or implied by clause 3 hereof, an officer may, subject to sections 92 and 121 (6) of the Industrial Arbitration Act, 1912-1935, be reduced for disciplinary reasons, or

for inefficiency or other good cause, in which event he shall be paid such rate as may be agreed upon by the bank concerned and the secretary of the Union. If the bank is unable to agree with the secretary of the Union as to the rate to be paid in such case, the matter shall be dealt with in the manner prescribed by clause 19. This subclause (a) shall not in any way interfere with the discretionary powers referred to in clause 3 (f).

(b) Whenever an officer is dismissed, suspended, or reduced in salary, or is informed that he is disgraced, and within one month afterwards such officer asks in writing to be furnished with the reasons for such action, he shall be informed in writing of such reasons within a fortnight from the receipt at head office of the request therefor.

21.—Engagement.

(a) All employees under this Award, with the exception of messengers, shall be engaged and employed by the month, except where otherwise mutually agreed upon in writing between the individual banks and their individual employees.

(b) Head messengers and messengers shall, in the absence of express contract to the contrary, be engaged and employed by the week.

22.—Aged and Infirm Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum rate of wage herein prescribed may be employed at a lesser rate of wage, to be agreed upon in writing between the worker and the secretary of the Union, or, in default of such agreement, within twenty-four hours after such worker shall have applied in writing to such secretary stating his desire that such wage be agreed upon, such wage shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker, after 24 hours' notice in writing shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having made application to the secretary, and after lodging the application to the Magistrate, and pending the decision therein in either case, the worker shall be entitled to work for and be employed by the employer at the proposed reduced wage. The determination of the Magistrate shall have effect for six calendar months from the date thereof, and, after the expiration of the said period, until the wage shall be again fixed in the manner prescribed at the instance of the said secretary. The secretary may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of any such application before the Magistrate.

23.—Length of Service.

For the purpose of calculating the length of service of any employee, including head messenger or messenger, (a) any period of probation which shall have been served; (b) all service, whether continuous or in broken periods (provided the break is not for more than 12 months) in any bank; (c) any period for which an employee (already in the bank's service when he or she enlisted or was called up) has been engaged during the Great War or the war which commenced on the 3rd day of September, 1939, upon war service or any service with the Armed Forces or Civil Defence Works, Allied Works Council, Civil Construction Corps, or similar body; and (d) any absences on account of sickness, not exceeding 12 consecutive months in duration, or an account of annual leave, shall be included.

24.—General.

(a) Banks will continue their present practice of reviewing periodically the rate of pay of officers other than those provided for by this Award.

(b) Except as allowed by this Award, no officer shall, as a result of this Award, suffer any loss of rates of pay, allowance, or position to which such officer is entitled under any agreement with the bank concerned.

(c) An officer shall not be in any way affected or injured in his employment or service by reason of any charge or complaint made against him until he is informed of such charge or complaint and given an opportunity to meet it.

(d) Provided that if any such officer within one calendar month from the date of such charge or complaint being made against him requests in writing to be informed as to the nature of such charge or complaint he shall be informed in writing thereof within 14 days from the receipt at the head office of the bank in Australia of the written request therefor.

25.—Operation of Award.

This Award shall take effect on and from the 22nd day of November, 1948, and shall remain in force for a period of 12 months, including the 21st day of November, 1949.

Schedule of Respondents.

The Bank of Australasia; The Union Bank of Australia, Limited; The National Bank of Australasia, Limited; The Commercial Bank of Australia, Limited; The English, Scottish and Australian Bank Limited, and the Bank of Adelaide.

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 July, 1949.

[L.S.]

(Sgd.) L. W. JACKSON,
President.

Filed at my office this 13th day of July, 1949.

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

INDUSTRIAL AGREEMENT No. 27 of 1949.

(Registered 1/9/49.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1948, this 30th day of August, 1949, between the Kalgoorlie Brewing Company Limited whose registered office is situated at Brookman Street, Kalgoorlie (hereinafter called "the Employer") of the one part and the Breweries and Bottle Yards Employees' Industrial Union of Workers of Western Australia registered under the provisions of the Industrial Arbitration Act, 1912-1948, and having its registered office at the Trades Hall, Perth, (hereinafter called "the Union") of the other part whereby it is agreed as follows:—

Interpretation.

(a) "Casual hand" shall mean any person who is employed for not more than 40 ordinary working hours. The number of "casual hands" shall not exceed one in every ten permanently employed or portion of the first ten by the said company.

(b) "Cellarman" whenever used in this Agreement shall mean a worker who is generally employed at a majority of the undermentioned occupations, namely filling, preparing, carbonating, and racking beer from storage tanks and/or tends filter, and shall not mean any employee who is casually employed in any one of the last mentioned processes.

(c) "Bottle washer" shall mean any person employed washing bottles by hand or machinery.

(d) "CO₂ Bottler" shall mean any person employed in bottling CO₂ gas.

(e) "Leading hands" are employees who are in charge of and responsible for the work of others.

(f) "Motor drivers"—Motor drivers shall not include one who drives a motor vehicle for the removal of refuse, slops, or liquid waste.

(g) "Shiftmen" shall be applicable to topmen and cellarman.

1.—Schedule.

The parties of this Agreement mutually agree that the minimum rate of wages that shall be paid by the

employers respectively to the persons employed by such employers in the capacities undermentioned is as follows:—

Basic Wage: £6 9s. 6d.

	Margin over Basic Wage per Week.	£	s.	d.
Brewery.				
Topman, assistant topman	1 10 0			
Cask washer, cask pitcher	1 10 0			
Cellarman, motor lorry driver	1 10 0			
Bottling Department.				
Machine operator (pressure machine) ..	1 10 0			
Bottle washers, packers, floormen, bottlers, capsullers, pasteurisers and all other adult labourers in or about the bottling works or brewery	1 5 0			
CO2 bottler	1 13 0			

Cold Rooms: Workers in cold rooms or cellars with a temperature of less than 45 degrees F. shall be paid 3s. 3d. per week in addition to the minimum rate.

Storage Tanks: Reconditioning storage tanks which shall include painting, cleaning and scraping cylinders. For all time during which they may be employed at this class of work workers shall be entitled to be paid at the rate of one shilling (1s.) per hour in addition to the rates prescribed herein for their ordinary classification.

Oilers and Aprons: Employers shall, for use in their work only, supply oilskins, coats, cash and docket satchels, leather aprons, gaiters or leggings to motor lorry drivers free of cost.

Adult labourer: The employer shall make it a condition of employment that all workers must be covered by this Agreement and shall be members of this union or become so immediately on their first pay day.

Boots: The employer shall, for use during working hours only, supply suitable boots to those employed at the bottle washing, at the tanks, at the tubs, at the filters, at the cask washing shed, at the bottlers, and to any employees working in or about water, such boots to be supplied free of cost.

2.—Hours.

Shift cellarman: Forty hours shall constitute a week's work for shift cellarman, and the hours to be worked shall be:—

(a) Day shift—Week days:

8 a.m. to 12 noon.

1 p.m. to 3.40 p.m.

One hour off between 12 noon and 1 p.m. for lunch.

Saturdays:

8 a.m. to 11 a.m.

12 noon to 3.40 p.m.

One hour off between 11 a.m. and 12 noon for lunch.

(b) Afternoon shift:

4.20 p.m. to 11 p.m. inclusive of 30 minutes for crib Mondays to Saturdays.

(c) Night shift:

11.40 p.m. to 6.20 a.m. inclusive of 30 minutes each shift for crib—Mondays to Saturdays.

Shift Topmen: Shift topmen shall mean one, two or three sets of men working shifts for five days each of eight hours from Monday to Friday inclusive.

Other workers: Forty hours shall constitute a week's work spread over five days from Monday to Friday inclusive, eight hours per day, the working hours to be from 1.30 a.m. to 12 noon and from 1 p.m. to 4.30 p.m.

3.—Additional Allowances to Shiftworkers and Casual Hands.

(a) All rostered shift workers shall be paid an allowance of eight shillings (8s.) per week in addition to their ordinary weekly rate of pay.

(b) Shift workers called on to work shifts without having been previously rostered shall be deemed "casual shift workers" and shall be paid an allowance for the first week only of fifteen shillings (15s.) per week in addition to their ordinary rate of pay.

(c) The additional allowances mentioned in subclauses (a) and (b) hereof shall be taken into consideration when calculating overtime rate for any overtime for work done beyond eight (8) hours per days on Mondays to Fridays inclusive. Except as aforesaid the above allowances shall not be included for purpose of calculating any other penalty rates under this Agreement.

(d) Casual hands shall be paid by the hour at the rate of ordinary pay plus two shillings (2s.) per day.

4.—Overtime.

If any employee works earlier than his starting time or later than his ordinary quitting time, he shall be paid overtime at the rate of time and a half, each day to stand alone. The same rate shall be paid for Saturday work.

5.—Record Book.

The company shall keep a record of the time of each employee of the time he starts and finishes each day and of the total amount of hours worked, and of the wages paid to each employee. Such record shall be open to the inspection of the secretary of, or any person appointed by the employee's union, during working hours. Each employee shall sign the record kept for all moneys received by him.

6.—Sundays.

All work performed on Sundays by employees in any department shall receive payment for the same double time rate. Workers who are required to work shift work shall be allowed one Sunday off in three.

7.—Holidays.

(a) All work performed by workers in any department on the undermentioned holidays shall be paid for at a rate equal to one and one-half (1½) times the ordinary rate of pay, and in addition such workers shall be paid one (1) day's pay for the holiday. All holiday shifts shall rotate. One ordinary day's pay shall be paid for the undermentioned holidays to workers who do not work that day.

(b) The days to be observed as holidays according to the provisions of this Agreement are Christmas Day, Boxing Day, New Year's Day, Annual Picnic Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day (in June), Kalgoorlie Cup Day, Boulder Cup Day and Sovereign's Birthday. In case any of the above holidays fall on a Saturday or a Sunday another day shall be observed in lieu thereof.

(c) It is agreed between the employer and union that in the event of any driver being called upon to work on holidays such driver is to be paid in accordance with subclause (a) per hour worked (a part of an hour to be paid for as a full hour) up to 10 a.m., and if such driver works after 10 a.m. he shall be paid for the full shift in accordance with subclause (a).

(d) Any employee (excepting drivers) working any part of a shift shall be paid for the full shift in accordance with subclause (a).

8.—Annual Leave.

Each employee, on completion of 12 months' service shall be granted two weeks' annual leave on double pay and one week's leave on single pay, such leave to be taken at times to be mutually agreed upon between the workers and the employers between the 1st March and the 31st October in each year. The annual leave shall be in addition to the holidays mentioned in clause 7 hereof.

On termination of service (other than by dismissal for misconduct) of a worker who has been continuously employed for more than three months, he shall receive a pro rata payment in lieu of leave on the basis of two and one-twelfth days' pay for each completed month of service.

On termination of service (other than by dismissal for misconduct) of a worker who has been continuously employed for more than one month, but less than three months, he shall receive a pro rata payment in lieu of leave on the basis of one and one-quarter days' pay for each completed month of service.

9.—Absence through Sickness.

(a) A worker who is unable through sickness or accident to attend his duties, shall notify the employer not later than 10 a.m. on the day he first absents himself from duty.

(b) A worker shall be entitled to sick pay in respect of any period of absence on account of sickness after the first day of January, 1948, on the basis of one-half day's pay for each completed month served with the employer, between the said first day of January, 1948, and the date of the commencement of such absence, provided that in calculating the amount due to a worker in respect of any particular period of absence through sickness there shall be deducted therefrom any sum or sums previously paid to him hereunder.

(c) The term "sickness" shall not include any case where the worker is entitled to compensation under the Workers' Compensation Act.

(d) No worker shall be entitled to the benefits of this clause unless he produces proof of his sickness satisfactory to the employer. This proof shall be in the form of a medical certificate if the absence is for three days or more. The employer shall have the right at any time to have the worker examined by a doctor on behalf of the employer.

(e) Except as aforesaid, a worker shall not be entitled to payment for time lost through sickness or accident.

10.—No Contract or Piecework shall be permitted.

All work of any employee in the capacity as mentioned in this Agreement in or about a brewery or bottling works or in connection with the business of brewing or beer bottling shall be carried out departmentally by bona fide breweries' employees engaged and paid direct by the brewery proprietors and not by agents or contractors. This clause shall not apply to contractors erecting, repairing or making alterations to building or machinery, or to carriers being engaged for the delivery of goods other than beer or empties as has been the practice or custom prior to this date. The employer agrees that such carriers employ only bona fide members of the Transport Workers' Union.

11.—Engagement.

The engagement between the employee and the employer shall be weekly; a week's notice from either party to terminate same, except in the case of an employee absenting himself from duty, not obeying lawful commands, or being guilty of misconduct, or of the works of the employer being stopped through fire or tempests, or damage by the King's enemies, when such agreement shall be terminated immediately.

12.—Discharge and Re-engaging Hands.

The question of dismissal and re-engagement of union members shall be administered in a just and fair spirit according to the seniority of service, but reserving to the employer the right to depart from the rule of seniority of service in circumstances where the employee is technically unqualified for the work, is incompetent or guilty of misconduct, or in the opinion of the employer inconvenience would be occasioned to the employer owing to the inclusion in the dismissals of some essential man, or the inability of the employer to re-engage some essential man.

This clause to apply only to men of at least one year's continuous service.

The following departments shall be considered as separate employment for the purpose of this clause:—

- (a) Bottle department.
- (b) Brewery.
- (c) Delivery.

13. No employee who has previously been in receipt of higher wages than arranged for in this schedule shall be reduced in wages under his present employment, and shall receive a similar increase to all other employees.

14. Any employee who considers himself unfit or not capable of earning the wages hereinbefore prescribed may be paid such less wages as may be agreed upon

between the employer and the secretary of the union. In default of such agreement being arrived at within twenty-four hours after application has been made in writing to the secretary of the union, the matter may be referred to the nearest Resident Magistrate for settlement. Any employee whose wage has been so fixed may work and be employed by any employer for such less wage for a period of six calendar months then next ensuing, and thereafter until fourteen days' notice in writing shall be given to such employee by the secretary of the union requiring his wages to be again fixed.

15.—Annual Bonus.

The employer shall pay each employee receiving wages under this Award, a week's pay by way of bonus in the last week in December in each year. Any employee leaving the employer's service for reasons other than misconduct, dishonesty, or neglect of duty before the payment of such bonus in any year shall, when leaving, be paid a pro rata payment in lieu thereof; any employee who shall not have been in the employ of the employer for a year in the first week in December shall receive a part of his week's pay bearing the same proportion to a week's pay as the period of his service bears to a year.

16. All employees on day shift in or about a brewery or bottling works shall, if required to work more than one hour overtime after the usual finishing time be entitled to knock off for one hour after the usual finishing time for refreshments. Any alteration to be by mutual arrangement.

17. Where an employee is required to take a "leading position" he shall, during the time he occupies such position, receive the sum of ten shillings per week in addition to his ordinary rate of pay.

18.—Area.

This Agreement shall apply to the Eastern Goldfields District, which district, for the purposes of this Agreement, shall mean that area enclosed by a circle drawn with a radius of 150 miles with the Kalgoorlie Post Office as the central point.

19.—Term.

This Agreement shall be for a term of twelve (12) months from the 29th day of November, 1948.

As witness the execution hereof on behalf of the respective parties hereto, this 30th day of August, 1949.

Signed for and on behalf of the Kalgoorlie
Brewing Company Limited in the presence
of—

C. H. MERRY,
Director.

P. JOHNSON,
Director.

B. S. MILBANKE,
Secretary.

The Common Seal of the Breweries and
Bottle Yards Employees' Industrial
Union of Workers of Western Australia
was hereunto affixed in the presence of—

[L.S.] T. S. HENNESSY,
President.

R. PURVIS,
Secretary.

IN THE COURT OF ARBITRATION OF WESTERN
AUSTRALIA.

No. 30 of 1948.

Between The Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and Swansea Cycle and Motor Company, Aussie Cycles Ltd., Keen Cycle and Engineering Shop, West Cycles Ltd., Arrow Cycle Co., General Accessories Pty. 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 said reference of industrial dispute was remitted by the Court to the Conciliation

Commissioner, 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 Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Area.

This Award shall operate over a radius of twenty-five (25) miles from the General Post Office, Perth.

2.—Term.

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

3.—Definition.

“Casual worker” means a worker employed for less than one week at one time. A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed herein for the time so employed.

4.—Hours.

The week's work shall consist of forty (40) hours, which shall be worked in five (5) days.

5.—Wages.

		Per Week.	
Basic Wage:		£	s. d.
Within a radius of 15 miles from the G.P.O., Perth .. .. .	.. .. .	6	13 2
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth .. .. .	.. .. .	6	12 11
		Margin	
		Per Week.	
		£	s. d.
Adults:			
Liner and writer .. .. .	.. .. .	1	8 0
Enameller (brush or spray) .. .. .	.. .. .	15	0
All others .. .. .	.. .. .	Nil	
		Percentage of Basic Wage Per Week.	
Junior Workers:			
Under 15 years of age .. .. .	.. .. .	25	
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	

6.—Overtime.

(a) All time worked on any day after the regular working hours and all time worked on Saturday shall be deemed overtime and paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Any worker required to continue working after the usual knock off-time for more than two hours without having been notified on the previous day shall be supplied with any meal required or shall be paid the sum of two shillings (2s.) in lieu thereof.

(c) Where a worker is recalled to work after leaving the job, he shall be paid for at least two (2) hours at overtime rates.

(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.

7.—Mode of Payment.

All wages shall be paid on or before Friday in each week and shall be paid within fifteen (15) minutes of the usual time for finishing work.

8.—Termination of Employment.

The contract of service shall be by the day and shall be terminable by one day's notice on either side.

9.—Piecework.

A worker undertaking piecework shall be paid at least the minimum rate prescribed by this Award plus ten per cent. (10%).

10.—Leading Hand.

Any worker placed in charge of three (3) adult workers covered by this Award shall be paid the rate of one shilling and sixpence (1s. 6d.) per day extra.

11.—Higher Duties.

A worker engaged for more than two (2) hours in any one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for that day.

12.—Spray Painting.

Spray painting operations shall be carried on under the conditions and restrictions imposed by orders or regulations for the time being in force made by the Department of Public Health, in pursuance of the Factories and Shops Act and amendments thereof, and for such purpose such orders and regulations are hereby embodied in and form part of this Award, with the intent that a breach thereof may be enforceable as a breach of the Award.

13.—Special Conditions.

(a) No worker shall be permitted to have a meal in any paint shop or in such close proximity to any place where painting operations are being carried on as is likely to cause injury to his health.

(b) Washing of hands.—The employer shall provide for workers washing facilities and soap suitable as a solvent for paint mixtures in some convenient place for the use of workers before meals and after knocking off work for the day.

(c) Workers shall be allowed five (5) minutes each day before ceasing work for the purpose of washing and cleaning up.

14.—Access to Jobs.

The secretary or any authorised officer of the union shall be allowed free access to any job at any time during the luncheon hour, and, with the consent of the employer or foreman at any other time to interview any of the workers, if he desires to do so.

15.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of 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.

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

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

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker, who in any calendar year, has already been allowed paid sick leave on one occasion for one day only shall not be entitled to payment for any further absence of one day only unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

16.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 6 (Overtime) hereof, be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

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

(c) Except as hereinafter provided a period of two (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 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.

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, and pending the Board's decision, the worker shall be entitled to work for or be employed at the proposed lesser rate.

18.—Record.

(a) Each employer shall keep a time and wages book, showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom.

19.—Junior Workers.

(a) Male junior workers shall be allowed in the proportion of one junior to each adult worker. The proprietor and/or his manager shall be counted as a worker for the purpose of this clause, if engaged in the actual working in the shop or factory. Where no adult worker is employed one junior may be employed.

(b) Female juniors shall not be employed.

20.—Junior Workers' Certificate.

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

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

(b) No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully mis-state his age in the above certificate he shall be guilty of a breach of this Award.

21.—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 interpretation of the provisions of the Award or any of them;
- (ii) 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 Award.

22.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

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 12th day of August, 1949.

[L.S.] S. F. SCHNAARS,
Conciliation Commissioner.

Filed at my office this 12th day of August, 1949.

S. WHEELER,
Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 33 of 1949.

Between the United Broom and Brushmakers' Industrial Union of Workers, Fremantle, W.A., Applicant, and W.A. Brushware Co. (1909) 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, 1912-1948, and all other powers therein enabling 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 "Brushmakers' Award".

2.—Arrangement:

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Hours.
7. Overtime.
8. Wages.
9. Piecework.
10. Mixed Functions.
11. Contract of Service.
12. Breakdowns, etc.
13. Holidays.
14. Annual Leave.
15. Absence through Sickness.
16. Time and Wages Record.
17. Employment of Females.
18. Proportion of Juniors.
19. Junior Worker's Certificate.
20. Under-rate Workers.
21. Interviewing Workers.
22. Posting of Award and Union Notices.
23. Board of Reference.
24. Outdoor Work.
25. General.
26. No Reduction.

3.—Scope.

This Award shall apply to the industry of broom and brushmaking and to all workers employed in the branches of the industry mentioned in the Schedule hereunder.

Schedule.

Industry—

Millet and/or grass mixture broom making in all its branches.

Brushmaking in all its branches, including pan work, wood machining, painting, varnishing or spraying.

Mop-making.
Firelighter-making.
Washboard-making.

Representative Employer—

W.A. Brushware Co. (1909) Limited.

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 twelve (12) months from the beginning of the first pay period commencing after the date hereof.

6.—Hours.

(a) Forty (40) hours shall constitute a week's work, to be worked in five days.

(b) The ordinary weekly working hours shall be worked between 7.30 a.m. and 6 p.m., Monday to Friday inclusive.

(c) No day's work shall exceed eight (8) hours which shall be worked in a continuous shift.

(d) The actual time at which work is commenced shall be mutually agreed upon between the employer and the worker, and no alteration of these times shall be introduced until seven days shall have elapsed after the Union has been notified of such alteration.

(e) A notice shall be posted up in each factory, setting out the starting and finishing times in operation for the time being in each factory.

7.—Overtime.

(a) Overtime shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter, until the usual time of starting on the next ordinary working day.

(b) All work performed on Saturday after 12 noon or on Sunday shall be paid for at double time rates.

(c) All work performed outside the ordinary working hours on each day Monday to Friday inclusive and all work performed on Saturday before 12 noon shall be counted as overtime and paid for accordingly.

(d) Work performed by pieceworkers beyond the ordinary hours of duty and all time worked on Saturday before 12 noon shall be paid for at the rate of 50 per cent. in addition to the ordinary piecework rates. for the first four hours, and at the rate of 100 per cent. in addition to ordinary piecework rates thereafter until the usual time of starting on the next ordinary working day.

Work performed by pieceworkers on Saturdays after 12 noon or on Sundays, shall be paid for at the rate of 100 per cent. in addition to ordinary piecework rates.

(e) As far as practicable, no junior worker shall be employed on overtime unless the proportion of adults to juniors as provided in this agreement is maintained whilst such overtime is worked.

(f) When a worker, without being notified on the previous day, is required to work after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid two shillings (2s.) in lieu thereof: Provided that such payment need not be paid to workers living in the same locality as their place of employment, who can reasonably return home for a meal.

(g) Notwithstanding anything contained herein:—

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

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

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

8.—Wages.

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

			Per Week.
			£ s. d.
(a) Basic Wage—Male	..	..	6 13 2
	Female	..	3 11 11
			Margin
			Per Week.
(b) Adult Males:			£ s. d.
Hair Pan Hands	..	..	1 6 0
Bass Pan Hands	..	..	1 6 0
Bottle Brush Makers	..	..	1 6 0
Finishers	..	..	1 6 0
Millet Broom Makers	..	..	1 6 0
Millet Broom Sewers	..	..	1 6 0
Woodworking Machinists	..	..	1 6 0
Dyeers and Lacquerers	..	..	1 6 0
Timber Stackers and/or all others			Nil.

8.—Wages—*continued*.

	Margin Per Week.	
	£	s. d.
(c) Adult Females:		
Bench Drawers	16	0
Filling Machine Operators (i.e. on machines that do filling) and continnous working boring and filling machines	16	0
Lacquer or duco sprayers	16	0
All others, including brushing duco or lacquer by hand	14	6

Per cent. of Male Basic Wage
Commencing Age.

(d) Junior Workers (male):		14	15	16	17	18	19	20
		yrs.	yrs.	yrs.	yrs.	yrs.	yrs.	yrs.
First 12 months	25	30	35	45	55	65	75	
Third six months	30	35	45	55	65	75	90	
Fourth six months	35	45	55	65	75	90		
Third year	45	55	65	75	90			
Fourth year	55	65	75	90				
Fifth year	65	75	90					
Sixth year	75	90						
Seventh year	90							

And thereafter the minimum rates prescribed for adults.

(e) Junior Workers (female):	Per cent. of Female Basic Wage.	
Between 15 and 16 years of age	38	
Between 16 and 17 years of age	51	
Between 17 and 18 years of age	64	
Between 18 and 19 years of age	77	
Between 19 and 20 years of age	90	

Margin Per Week.

(f) Leading Hands:		Between 20 and 21 years of age	2s. 6d.
Any worker appointed by the employer as : leading hand shall be paid in addition to the pre- scribe rates, as under:—			

	Per Week.	
	Males.	Females.
	s. d.	s. d.
(a) When placed in charge of not less than two (2) nor more than four (4) other work- ers	5	0
(b) When placed in charge of five (5) or more other workers ..	10	0

9.—Piecework.

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

(b) The rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity for a full week's work of ordinary hours at least the minimum time rate of pay as prescribed herein for such week's work: Provided that, where a worker works part of a full week at piecework rates and part at time rates, he shall be paid so much as he is entitled to receive under such piecework rates, plus the proportionate amount which he is entitled to receive under this Award at time rates of pay.

(c) A worker working under any system of payment by results shall receive at least the time rate of pay as prescribed herein.

(d) In the event of any dispute regarding piecework rates occurring and remaining unsettled between the employer and the workers, the employer or the union may refer such dispute to the Board of Reference.

(e) 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.

10.—Mixed Functions.

Any worker carrying out work classified at a higher minimum than his usual rate shall be paid, whilst engaged on such work, at the rate prescribed therefor: Provided that, where no record of such work is kept

the worker shall be paid at the higher rate for the whole of the day on which the work was performed. Any such record shall be signed daily only if correct by the worker, and shall be available for inspection at the factory office by the union representative during working hours.

11.—Contract of Service.

(a) The contract of service of every worker shall be a contract of hiring by the week. One week's definite notice shall be given on either side of the termination of the engagement: Provided that a worker may be summarily dismissed for misconduct or theft, in which case he shall be paid up to the time of dismissal only.

(b) All wages shall be paid in cash, on or before Friday, in each week, and shall be paid within ten (10) minutes of the usual time for finishing work.

(c) Except as provided in subclause (c) hereof, when the engagement of a worker is terminated he shall be paid all wages and holiday pay due to him within ten (10) minutes of the expiration of the engagement.

(d) When the engagement of a worker is terminated for misconduct, he shall be paid all wages due to him, within two (2) hours of the termination of his engagement.

12.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union, or the unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

13.—Holidays.

(a) Subject to subclause (b) hereof the following days or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, 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.

All work performed by pieceworkers on such days shall be paid for at the rate of 100 per cent. in addition to ordinary piecework rates.

(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.

14.—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 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.

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 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.

16.—Time and Wages Record.

The employer shall keep or cause to be kept a time and wages book, wherein shall be entered:—

(a) The name and sex of each worker, including piece-workers;

(b) The nature of his or her employment;

(c) The time he or she commences and finishes work each day;

(d) the total hours worked each day and each week;

(e) the wages and overtime (if any) received therefor;

(f) the ages and sex of junior workers.

Such book shall be entered up each day in legible English characters and shall be signed weekly only if correct by each worker. Such book shall be open for inspection at the factory office by the union representative during working hours.

Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

17.—Employment of Females.

Female workers shall not be employed on the following work: Pan work, bottle-brush making (other than baby bottle-brush making), finishing, millet-broom making or on any work other than bench drawing, filling machine, automatic boring and filling machine, semi-automatic boring and filling machine, trimming machine and mixing machine.

Firefighters, mops and baby bottle-brushes may be made by females.

18.—Proportion of Juniors.

(a) Males—Junior workers (male) shall be allowed in the proportion of one (1) junior to every three (3) or fraction of three (3) workers in receipt of the full adult male rate prescribed in this Award.

(b) Females—Junior workers (female) shall be allowed in the proportion of one (1) junior to every two (2) or fraction of two (2) workers in receipt of the full adult female rate prescribed in this Award.

(c) Where no experienced adult male or female workers is available ready and willing to perform work under this Award, the employer may employ additional male or female junior workers in excess of the proportions prescribed in subclauses (a) and (b) of this clause.

(d) In the event of any adult male or female worker being dismissed for any reason other than misconduct, and such adult male or female worker is not replaced by another adult male or female worker, as the case

may be, the proportion of junior male or female workers, as the case may be, prescribed in subclauses (a) and (b) of this clause shall immediately be effected.

(e) The proportions prescribed in subclauses (a) and (b) of this clause shall at all time be strictly maintained; provided that nothing in this clause shall operate to cause the dismissal of any junior worker employed in the industry at the date of this Award. If any junior worker employed in the industry at the date of this Award shall cease to be employed in the industry through any cause whatsoever, his or her place may be filled by another junior worker; provided that the engagement of such junior worker shall not operate to cause the dismissal of any adult worker.

19.—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.

(iii) Name of each previous employer.

(iv) Length of service with each previous employer.

(b) The certificate shall be signed by the worker and his or her legal guardian.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his or her age or length of service with a previous employer being wrongly stated on the certificate.

(d) If any worker shall wilfully mis-state his or her age, he or she and the legal guardian alone shall be guilty of a breach of this Award.

20.—Under-rate Workers.

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

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

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

21.—Interviewing Workers.

The secretary or any duly authorised representative of the union shall not be prevented from visiting or conversing with the members of the union in any shop during the meal hours.

22.—Posting of Award and Union Notices.

(a) A copy of this Award shall be placed in a suitable place agreed upon by the employer and the union.

(b) The accredited union representative shall not be prevented from posting any notice of the union not exceeding fourteen (14) inches by nine (9) inches, in a suitable place agreed upon between the employer and the union. Failing agreement in this connection the Board of Reference shall decide where the copy of the Award, or the said notices, shall be posted.

23.—Board of Reference.

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

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the Award or any of them;

(ii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1948, which for the purpose are embodied in this Award.

24.—Outdoor Work.

No work of any description or class covered by this Award shall be done or performed for any employer except in the factory or workshop of any employer bound by this Award.

25.—General.

(i) Provision of Materials and Tools:

(a) The employer shall provide all materials and tools used by his employees.

(b) No charge shall be made against a worker for the use of bench appliances or tools of trade supplied by the employer.

(ii) Clock:

One reliable clock shall be installed in each factory, and the starting and finishing time of workers shall be taken from that clock.

26.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his 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 1st day of September, 1949.

[L.S.]

(Sgd.) L. W. JACKSON.
President.

Filed at my office this 1st day of September, 1949.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 52 of 1947.

Between The Food Preservers' Union of Australia,
Western Australian Branch, Union of Workers.
Coastal Districts, Applicant, and Plainmar 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, 1912-1948, 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 "Manufacturing Chemists—Plainmars Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Overtime.
9. Wages.
10. Shift Work—Quick Shifts.
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 Workers' Certificate.
19. Aged and Infirm Workers.

20. Posting of Award.

21. Board of Reference.

22. No Reduction.

23. Protective Clothing.

3.—Scope.

This Award shall apply to workers following the vocations mentioned in clause 9 hereof in the manufacture, distillation or preparation of essences, essential oils and synthetic aromatic chemicals.

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.—Definitions.

(a) "Casual Worker" shall mean a worker employed for one (1) week or less.

(b) "Plant Operative (2nd Class)" means a worker who attends to and operates any plant.

(c) "Plant Operative (1st Class)" means a worker who in addition to attending to and operating any plant, is required by the management to do special duties involving greater responsibility than a plant operative (2nd class).

7.—Hours.

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

(b) Where only one (1) shift is worked daily in the establishment such shift shall be worked in the day time between the hours of 7 a.m. and 6 p.m. Monday to Friday inclusive.

(c) Where only one (1) shift is worked daily in the establishment, lunch interval shall not be less than forty-two (42) minutes' duration or more than one (1) hour.

(d) Where more than one (1) shift is worked crib time shall not exceed twenty (20) minutes and shall be taken in relays at such time as not to cause a stoppage of work and no deduction shall be made therefor from the workers' wages.

8.—Overtime.

(a) All work performed 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 Sunday 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 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) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, 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 Award:—

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

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

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

9.—Wages.

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

			Per Week.		
			£	s.	d.
(a) Basic Wage:—					
Adult Males			6	7	1
Adult Females			3	8	8
			Margin over Male Basic Wage		
			Per Week.		
(b) Adult Males:—			£	s.	d.
1st Class Plant Operative			1	10	0
2nd Class Plant Operatives—					
1st three months' experience				10	0
2nd three months' experience				13	0
3rd three months' experience				16	0
4th three months' experience				19	0
Thereafter			1	2	0
Sawyer				14	0
Other Factory Hands				10	0
Unspecified Workers				5	0
			Per cent. of Male Basic Wage		
			Per Week.		
(c) Junior Male Workers:—					
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	
			Margin over Female Basic Wage		
			Per Week.		
(d) Adult Females:—					
				s.	d.
Workers filling, corking, wrapping and labelling containers, attending to stock, packing into cartons, or other containers, and other similar work ..				17	6
Workers in citrus fruit department ..				17	6
Unclassified workers				Nil.	
Workers engaged in the preparation of fruit juices and cordials				Nil.	
			Percentage of Female Basic Wage		
			Per Week.		
(e) Junior Female Workers:—					
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
			Percentage of Female Basic Wage		
			Per Week.		
(f) Junior Female Workers employed in the preparation of fruit juices and cordials—					
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	
(g) Leading Hands appointed as such by the employer shall be paid at the rate of 1s. 6d. per day in addition to the rates prescribed in this clause.					
(h) Casual workers shall be paid at the rate of 10% in addition to the rates prescribed in this clause.					
(i) Workers grinding capsicum and pepper shall be paid at the rate of threepence (3d.) per hour extra whilst so employed.					
(j) Any worker (other than a worker working a quick shift) employed on afternoon or night shift shall be paid for such afternoon or night shift at the rate of five (5) per cent. in addition to the ordinary rate.					

10.—Shift Work.

(a) Any worker working a quick shift shall be paid at the rate of time and a quarter.

(b) A quick shift shall mean a shift where a worker is brought on to work before having had at least eight (8) hours off.

(c) No worker under sixteen (16) years of age shall be employed on afternoon or night shift.

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 casual workers, one week's notice on either side shall be necessary to terminate the engagement.

(b) Workers must be available and ready and willing to work on the days and during the hours required. A worker shall not be entitled to payment for absence from employment except as provided for in clause 14 hereof.

(c) Provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders or 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 thereof, shall, subject to the proviso hereto, be allowed as holidays without deduction of pay, namely: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day: Provided that work performed on those days shall be paid for at the rate of ordinary time in addition to the weekly or casual wage.

(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.

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 Workers' Certificate.

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

- (i) Name in full.
- (ii) Age and date of birth.
- (iii) Name of each previous employer.

Such of the above 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 his or her age being wrongly stated in the certificate, and he or she alone shall be guilty of a breach of this Award.

Any such certificate shall be open for inspection by the union representative during his inspection of the time and wages record.

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.—Board of Reference.

The Court hereby appoints for the purpose of this Award a Board of Reference, 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 this 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 Industrial Arbitration Act, 1912-1948, which for this purpose are embodied in this Award.

22.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wages 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.

23.—Protective Clothing.

Where necessary for the performance of their duties workers shall be provided with suitable rubber boots, goggles, masks, gloves or adequate substitutes.

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 July, 1949.
[L.S.]

(Sgd.) L. W. JACKSON, President.

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

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 66C of 1947.

Between The Food Preservers' Union of Australia, Western Australian Branch, Union of Workers, Coastal Districts, Applicant, and Australasian Conference Association Ltd., trading as "Sanitarium Health Food Company," 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.—Title.

This Award shall be known as Cereal Foods Manufacturing (Sanitarium) Award.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Overtime.
9. Wages.
10. Higher Duties.
11. Contract of Service.
12. Breakdowns.
13. Absence through Sickness.
14. Holidays.
15. Annual Leave.
16. Time and Wages Record.
17. Junior Workers' Certificate.
18. Aged and Infirm Workers.
19. Posting of Award.
20. Representative Interviewing Workers.
21. Board of Reference.
22. Seating Accommodation.
23. Uniforms.
24. Limitation of Weight.
25. No Reduction.

3.—Scope.

This Award shall apply to workers following the vocations mentioned in clause 9 hereof in the manufacture of cereal foods.

4.—Area.

This Award shall have effect over the area occupied by the works and premises owned and controlled by the Australasian Conference Association Limited, trading as "Sanitarium Health Food Company" 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 one (1) year from the beginning of the next pay period commencing after the date hereof.

6.—Definition.

"Casual worker" shall mean a worker who is employed for one (1) week or less.

7.—Hours.

(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 Sunday and 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., except when a paid meal break is allowed.

(d) The starting and finishing times, and the number of hours worked per day, shall be as agreed upon between the employer and the workers concerned.

(e) When three (3) shifts are worked, a meal break of not less than twenty (20) minutes shall be allowed in each shift and paid for.

8.—Overtime.

(a) All work performed 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 Saturdays shall be paid for at the rate of double time, except for shift work commencing at or after 10 p.m. on Saturdays.

(c) If a worker is required to work during his or her 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) Notwithstanding anything contained in this Award:—

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

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

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

9.—Wages.

The minimum rates of wages payable under this Award shall be as set out hereunder for a week of forty (40) hours:—

	Per Week.
(a) Basic Wage:	£ s. d.
Males	6 13 2
Females	3 11 11

Margin over Basic Wage.

(b) Adult Males:	s. d.
Fillers, pressmen and conveyor workers	17 0
Other factory hands	16 0
Unclassified workers	5 0
(c) Adult Females	5 0

Per cent. 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

Per cent. of Female Basic Wage per Week.

(e) Junior Females:	
15 to 16 years of age	45
16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75
19 to 20 years of age	85
20 to 21 years of age	95

(f) In the event of National Security (Female Minimum Rates) Regulations being rescinded during the term of this Award, liberty is reserved to the applicant to apply for the fixation of marginal rates for adult females.

(g) Casual Workers: Casual workers shall be paid at the rate of ten per cent. above the minimum rates prescribed herein.

(h) Workers employed on afternoon or night shift shall be paid for such afternoon or night shift at the rate of five (5) per cent. in addition to the ordinary rate.

10.—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.

11.—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 working a full week shall be paid only for the actual time worked, subject to the provisions of clause 13 hereof as to payment for absence on account of illness.

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

12.—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.

13.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to forty (40) hours in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

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

(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.

14.—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, Foundation Day, Christmas Day and Boxing Day: Provided that for workers who ordinarily work on Sundays, any holiday which falls or is generally observed on a Monday may be observed on the preceding Sunday in lieu of the Monday.

(b) All work performed on the day observed as any of the foregoing holidays shall be paid for at the rate of double time, except for shift work commencing at or after 10 p.m. on such day.

(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: Provided that for workers who ordinarily work on Sundays, any such public holiday which falls or is generally observed on a Monday may be observed on the preceding Sunday in lieu of the Monday.

15.—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.

(h) The quantum of annual leave to be allowed to a worker shall, for service prior to 1st September, 1946, be calculated in accordance with the provisions of the Award applicable before that date, and for service subsequent to 1st September, 1946, in accordance with the provisions of this amendment.

16.—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.

17.—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.

18.—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.

19.—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.

20.—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.

21.—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.

22.—Seating Accommodation.

Seating accommodation shall be provided for female workers where practicable.

23.—Uniforms.

Where the employer requires a worker to wear a cap, overall or uniform of any description, such shall be provided by the employer free of charge and shall be kept laundered by the employer.

24.—Limitation of Weight.

No female worker shall be required to carry more than thirty (30) pounds in weight.

25.—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 21st day of July, 1949.

[L.S.] (Sgd.) L. W. JACKSON,
President.

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

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 109 of 1949.

Between Western Australian Nurses' Association Industrial Union of Workers, Perth, Applicant, and Minister for Health and Board of Management of the Children's Hospital, Respondents.

HAVING heard Mrs. E. J. Campbell on behalf of the Applicant and Mr. C. A. Reeve on behalf of the Respondents, and by consent, the Court, in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1948, doth hereby order and declare that Award No. 39 of 1945, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 12th day of August, 1949.

By the Court.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Schedule of Amendments to Award 39 of 1945.

Clause 7.—Hours: Delete existing Clause (h) and insert in lieu thereof:—

(h) Notwithstanding anything to the contrary in this section and at the option of the employer sisters employed at the Royal Perth Hospital in clinics or departments which function during the normal clerical hours of duty on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays may be granted hours of duty together with Public Holidays and annual leave as are generally applicable to the clerical staff employed in the Out-patient Department of the said Royal Perth Hospital. The daily hours of duty shall include a break of not more than one hour for lunch and such time shall not be included as part of the normal working week of thirty-eight hours.

Delete subclause (m) and insert in lieu thereof:—

(m1) Night duty in North-West Hospitals and Goldfields hospitals (except training schools) where the staff including the matron is three (3) or more shall not exceed seven (7) consecutive nights when a majority of the employees who are required to do night duty so decide, in which case night duty shall rotate after seven (7) nights.

(m2) Should a trainee carry out eight or more consecutive weeks of night duty, then such trainee shall not be rostered again for night duty for at least twelve weeks from the last day of the preceding period of night duty except at the written request of the trainee.

Clause 9.—Holidays.

(d) In the first line substitute the word "fourteen" for the word "seven".

Delete subclause (f).

Clause 25.—Special Allowance.

Delete existing subclause (b) and insert in lieu thereof:—

(b) To a trained or trainee nurse on night duty for more than eight (8) consecutive weeks, or twelve (12) weeks in broken periods, in any one (1) year of service under the same employer and employed in over six (6) bed average hospitals from the beginning of such period, 3s. 10d. per week.

Add new subclause (f)—

Any employee who is required to remain on "close call," i.e., on call for duty and not allowed to leave the hospital precincts, shall be paid the sum of 2s. for each period in any twenty-four (24) hours she is so required, in addition to the salary to which she is otherwise entitled provided this clause shall not apply to matrons or assistant matrons.

Clause 34.—Salary Schedule.

Delete subclause (b) and insert in lieu thereof:—

(b) The minimum salary per week payable to employees shall be as set out below:

Basic wage for females as declared on the 22nd July, 1949:—

(i) Metropolitan Area, being that portion of the State comprised within a radius of fifteen (15) miles from the General Post Office, Perth—£3 11s. 11d. per week.

(ii) Agricultural Areas, being the South-West Land Division of the State, except such portion thereof as is covered within the Metropolitan Area—£3 11s. 9d. per week.

(iii) Goldfields Areas and all other portions of the State, exclusive of the South-West Land Division—£3 15s. 10d. per week.

Delete existing Matrons Schedule and insert in lieu thereof:—

				Margins for Skill Above Basic Wage.		
Matrons.				£	s.	d.
Under 5 beds	..	..	..	4	12	6
5—15 beds	..	..	..	4	15	0
16—35 beds	..	..	..	5	10	0
36—65 beds	..	..	..	6	5	0
66—100 beds	..	..	..	7	0	0
101—150 beds	..	..	..	7	10	0
151—200 beds	..	..	..	8	0	0
201—250 beds	..	..	..	8	10	0
251—350 beds	..	..	..	9	0	0
Over 350 beds	..	..	..	9	10	0

Sub-Matrons—over 350 daily bed average:—

				Margin for Skill.		
				£	s.	d.
First year	..	..	..	5	10	0
Second year	..	..	..	6	0	0
Third year	..	..	..	6	10	0

Assistant Matron—under 350 bed average:—

First year	..	..	..	4	15	0
Second year	..	..	..	5	0	0
Third year	..	..	..	5	5	0

Infectious Diseases:—

First year	..	..	..	4	15	0
Second year	..	..	..	5	0	0
Third year	..	..	..	5	5	0
Matron—Sunset	..	..	..	4	15	0
Matron—Woodbridge	..	..	..	6	10	0

Add new classification—Alexandra Home:

Matron—

First year	..	..	..	4	15	0
Second year	..	..	..	5	0	0
Third year	..	..	..	5	5	0

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 250 of 1948.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Monier Pipe Company Proprietary Limited, Respondent.

HAVING heard Mr. C. T. Oliver on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1948, doth hereby order and declare that Award No. 22 of 1948 be and the same is hereby amended in the manner following:—

Clause 27.—Wages.

- | | | | | Margin
Per Week. | | |
|---|----|----|----|---------------------|----|----|
| | | | | £ | s. | d. |
| (i) Delete the words and figures— | | | | | | |
| Man operating erecting crane | .. | .. | .. | 1 | 7 | 6 |
| and insert in lieu thereof the following:— | | | | | | |
| Man operating erecting crane | .. | .. | .. | 1 | 15 | 0 |
| (ii) This amendment shall operate as from the beginning of the first pay period commencing after the date hereof. | | | | | | |

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

By the Court,

[L.S.] (Sgd.) L. W. JACKSON,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 299 of 1948.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Nuted Tyres (1928) W.A., Ltd., and Sinclair's Tyre Service, Ltd., Respondents.

HAVING heard Mr. C. Golding on behalf of the Applicant and Mr. A. S. Cowan on behalf of the Respondents, and by consent, the Court, in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1948, doth hereby order and declare that Award No. 9 of 1947 as amended by Order No. 60 (23) of 1947, be and the same is hereby further amended in the manner following:—

1. Delete Clause 3, Wages, and substitute in lieu thereof the following:—

3.—Wages.

- | | | | | Per Week. | | |
|---|----|----|----|-----------|----|----|
| | | | | £ | s. | d. |
| (a) Basic Wage— | | | | | | |
| (i) Within a 15-mile radius of the G.P.O., Perth | .. | .. | .. | 6 | 13 | 2 |
| (ii) South-West Land Division (excluding the area covered by (i)) | .. | .. | .. | 6 | 12 | 11 |
| (iii) Remainder of area covered by Award | .. | .. | .. | 7 | 0 | 5 |
| (b) Adult Males— | | | | | | |
| Operatives | .. | .. | .. | 16 | 6 | |
| (c) Junior Workers— | | | | | | |
| 14 to 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 | .. | .. | .. | 55 | | |
| 18 to 19 years of age | .. | .. | .. | 70 | | |
| 19 to 20 years of age | .. | .. | .. | 85 | | |
| 20 to 21 years of age | .. | .. | .. | 90 | | |

(d) Leading hands shall be paid one shilling and eightpence (1s. 8d.) per day in addition to the ordinary wage.

2. This alteration will take effect as from the beginning of the first pay period commencing after the date hereof.

Dated at Perth this 1st day of September, 1949.

By the Court.

[L.S.] (Sgd.) L. W. JACKSON,
President.

INDUSTRIAL AGREEMENT.

No. 24 of 1949.

(Registered 18/8/1949.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1948, this 18th day of August, One thousand nine hundred and forty-nine, between the Federated Clerks' Union of Australia, Industrial Union of Workers (W.A. Branch) (hereinafter referred to as the "Union") of the one part, and the Minister for the North-West (hereinafter referred to as the "Minister") of the other part, witnesseth as follows: Whereas the parties hereto being the parties to the Industrial Agreement made on the 1st day of August, 1942, and Nod. 13 of 1942, as varied by Industrial Agreement made on the 23rd December, 1947, and Nod. 60 (297) of 1947, have mutually agreed that the said Industrial Agreement be further varied: Now the said Industrial Agreement shall be, and the same is hereby further varied in the manner following, that is to say:—

Clause 4.—Overtime.

- | | | | | Delete the present rates and insert in lieu thereof— | | |
|-----------------|----|----|----|--|----|-----------|
| | | | | s. | d. | |
| (a) Wharfingers | .. | .. | .. | 7 | 0 | per hour. |
| (b) Clerks | .. | .. | .. | 5 | 9 | " " |

Clause 5.—Wages.

Delete the present clause and insert in lieu thereof—

	Per Week.		
	Males.		
	£	s.	d.
(a) Basic wage	6	15	1
	Margin		
	Per Week.		
	£	s.	d.
(b) Wharfingers (acting as Public Works officers)	5	7	6
(c) Wharfingers (not acting as Public Works officers)	4	5	0
(d) Adult first clerk	2	12	6
(e) Adult second clerk	2	5	0

This Agreement shall come into force as from and including the 1st day of December, 1948.

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

W. R. SAWYER, Secretary.

The Common Seal of the Federated Clerks' Union of Australia, Western Australian Branch, Industrial Union of Workers, was hereto affixed in the presence of E. Griffiths, Witness.

[L.S.]

G. B. WOOD,
Minister for the North-West.

Signed by the said Minister for the North-West in the presence of—

R. Travers, Witness.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 122 of 1949.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Swan Portland Cement Ltd., Respondent.

HAVING heard Mr. C. H. Golding on behalf of the applicant and Mr. F. J. Darling on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1948, doth hereby order and declare that Award No. 10 of 1948 be and the same is hereby amended so as to read in the terms of the attached schedule.

Dated at Perth this 7th day of September, 1949.

By the Court,

[L.S.]

(Sgd.) L. W. JACKSON,
President.

Schedule.

1.—Title.

This Award shall be known as the "Cement Workers Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Overtime.
9. Wages.
10. Higher duties.
11. Contract of service.
12. Breakdowns.
13. Absence through sickness.
14. Holidays.
15. Annual leave.
16. Under-rate workers.
17. Board of Reference.
18. General conditions.

3.—Scope.

This Award shall apply to all workers employed in the manufacture of cement provided that it shall not apply to workers who are at present covered by any other Award of the Court of Arbitration of Western Australia or by any other agreement registered in accordance with the Industrial Arbitration Act, 1912-1948.

4.—Area.

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

5.—Term.

The term of this Award shall be for a period of twelve (12) months from the beginning of the first pay period commencing after the date hereof.

6.—Definitions.

"Casual worker" means a worker employed for less than one (1) week.

7.—Hours.

(a) For shift workers on continuous process the ordinary working hours shall not exceed one hundred and twenty (120) in twenty-one (21) consecutive days.

(b) Forty (40) hours shall constitute a week's work for ordinary day workers, to be worked eight (8) hours daily, from Monday to Friday inclusive.

(c) Crib time for shift workers shall be taken in relays at such time as not to cause a stoppage of work and no deduction shall be made therefor from the worker's wages.

8.—Overtime.

(a) Overtime shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Time and a half shall mean one half day's wages in addition to the prescribed minimum rates, or pro rata if there is more or less than a day.

(c) When a worker is recalled to work after leaving the job, he shall be paid for at least two (2) hours at overtime rates.

(d) All work done on Sundays by day workers shall be paid for at the rate of double time and by shift workers at the rate of time and a half.

(e) Work done in the meal hour, or any portion thereof, shall be paid for at the rate of double time but this shall not apply to cases involving completion of work commenced before the lunch hour and not occupying more than fifteen (15) minutes from the commencement of the lunch hour, in which case the lunch hour shall be extended by fifteen (15) minutes beyond the ordinary time. This subclause shall not apply to shift workers who are provided for under clause 7 (c).

(f) Double time shall mean one day's wages, in addition to the prescribed minimum rate, or pro rata, if there is more or less than a day.

(g) Nothing in this Award shall entitle a worker working any overtime, either on week days, Sundays or holidays to more than twice the ordinary rate of pay.

(h) When a worker, without being notified on the previous days, is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required or shall be paid the sum of two shillings (2s.) in lieu thereof.

(i) Notwithstanding anything contained in this Award:—

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

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

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

9.—Wages.

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

	Per Week.	
	£ s. d.	
(a) Basic wage	6 13 2	
(b) Adult Workers:	Margin	
	per Week.	
Raw Mill—	£ s. d.	
Miller	17 6	
Assistant	11 6	
Coal and Cement Mill—		
Miller	1 0 0	
Assistant	11 6	
Rotary Kiln—		
Burner	1 7 6	
Assistant	16 6	
River Gang—		
Launch driver	1 7 3	
Dredge hand	1 3 6	
Anchor man	16 6	
Others	12 3	
General—		
Elevator and conveyor operators ..	16 6	
Machine bag filler	16 6	
Plant attendant	11 6	
Stockhouse hand	11 6	
Yard worker	10 0	
Quarry—		
Powder monkey	1 7 0	
Quarryman	18 0	
(c) Junior workers:	Per cent.	
	of Male Basic	
	Wage per Week.	
15 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	75	
20 to 21 years of age	90	

(d) Casual workers shall be paid on an hourly basis at the rate of ten per cent. (10%) in addition to the rates prescribed herein.

(e) Shift workers: Workers employed on afternoon or night shifts shall be paid five per cent. (5%) in addition to the prescribed rates.

(f) A worker engaged in splicing shall receive one shilling and sixpence (1s. 6d.) extra per day or part of a day whilst so employed, in addition to his ordinary wage.

10.—Higher Duties.

Workers called upon to temporarily work at a higher grade shall be paid the rates for such higher grade for the actual time so employed.

11.—Contract of Service.

(a) The contract of service of all workers, other than casual workers, shall be by the day terminable by one (1) day's notice on either side.

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

(c) Wages shall be paid weekly, unless otherwise mutually agreed.

12.—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 from any cause which the employer cannot reasonably prevent.

13.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to 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.

14.—Holidays.

(a) Subject to subclause (b) hereof the following days or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day (26th January), Good Friday, Easter 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.

15.—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 12 months' continuous service with such employer.

(b) Seven-day shift workers—that is, shift workers engaged in a continuous process who are rostered to work regularly on Sundays and holidays—shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with 12 months' continuous service is engaged for part of a qualifying 12-monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by 1/12th of a week for each completed month he is continuously engaged as aforesaid.

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

(d) If after one month's continuous service in any qualifying 12-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.

(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) The quantum of annual leave to be allowed to a worker shall, for service prior to 1st September, 1949, be calculated in accordance with the provisions of the Award applicable before that date, and for service subsequent to 1st September, 1949, in accordance with the provisions of this amendment.

16.—Under-rate Workers.

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

(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.

17.—Board of Reference.

The Court may appoint for the purpose of this Award a Board of Reference. Such board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations.

There are assigned to such board in the event of no agreement being arrived at between the parties to this Award, the functions of—

(a) Adjusting any matters of difference which may arise from time to time, except such as involve interpretations of the provisions of the Award or any of them.

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

An appeal shall lie from any decision of such board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1948, which for the purpose are embodied in this Award.

18.—General Conditions.

(a) Soft Clay:

(i) Workers engaged in removing soft wet clay shall be paid at the rate of time and a quarter whilst so working.

(ii) Any dispute as to whether clay is soft, wet clay shall be decided by the management and a duly authorised official of the union. Failing agreement the matter may be referred to the Board of Reference for determination.

(b) Raincoats:

Raincoats shall be supplied to men working outside: Provided, however, that if a second raincoat is required by any worker within two (2) years from the issue of the first, such worker must show that the necessity for the second raincoat is not due to any negligence on his part.

(c) Accommodation:

(i) The employer shall provide all necessary sanitary accommodation, change rooms, bathrooms, and dining rooms, and shall keep same in a clean condition.

(ii) The employer shall provide a sufficient supply of boiling water at meal times, and, so far as practicable, cool drinking water shall be made available.

(d) Handling Old Bags:

Workers handling and/or sorting old bags shall be provided with gloves, free of charge, for the protection of their hands.

(e) Entering Kiln:

When a worker has to enter a mill, kiln, or chamber, the employer shall, if possible, see that the temperature does not exceed 100 deg. F. If the temperature does exceed 100 deg. F. the worker shall not remain inside such vessel longer than fifteen (15) minutes, with a break of ten (10) minutes before re-entering.

RAILWAYS CLASSIFICATION BOARD ACT, 1920-1945.

Western Australian Government Railways.

Commissioner of Railways Office,
Perth, 21st October, 1949.

IT is hereby notified for general information, that His Excellency the Governor in Executive Council has been pleased to approve of the Regulations (gazetted on 25/2/1921, under the provisions of the Railways Classification Board Act, 1920-1945, being amended as follows:—

11.—Fees and Expenses.

Delete regulations 1, 2 and 3 of 11, Fees and Expenses, and insert in lieu thereof the following:—

1. The fees payable to the Members of the Board and to Assessors shall be as follows:—

To Members of the Board nominated by the Western Australian Government Railways Commission, Members of the Board elected by the West Australian Railway Officers' Union and Assessors, for every sitting of the Board at which such Members or Assessors may be present—£1 1s.

2. Expenses shall be in accordance with the Departmental Scale and subject to Departmental conditions.

3. Not more than one sitting shall be deemed to be held in any one day. Fees payable will be in addition to the classified salary of the Member as specified in paragraph 1, or Assessor.

A. G. HALL,
Commissioner of Railways.

COMPANIES ACT, 1943-1947.

Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).

North Kalgurli (1912) Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, for one hundred and ten (110) shares in the abovenamed Company entered in the name of Arthur Henry Pearce, of 8 Murray Street, Hobart, Tasmania, have been lost or destroyed, and it is the intention of the directors of the abovenamed Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Share Certificates and Numbers.

No. 9027, for 100 shares; 572622 to 572721.

No. 15678, for 10 shares; 1019131 to 1019140.

Dated at Finiston, W.A., this 20th day of October, 1949.

A. A. McLEOD,

Attorney for the abovenamed Company.

COMPANIES ACT, 1943-1947.

Notice of Special Resolution for Voluntary Winding-up.

Pursuant to Section 232 (1).

NOTICE is hereby given that at an extraordinary general meeting of Bartons D.I.C. Pty. Limited duly convened and held at 168 St. George's Terrace, Perth, on the 20th day of September, 1949, at 2.30 o'clock in the afternoon, the following special resolution was duly passed:—"That the Company be wound up voluntarily."

Dated this 20th day of September, 1949.

D. R. BARTON,
Chairman of Meeting.

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).

Bartons D.I.C. Pty. Limited, in Voluntary Liquidation.

NOTICE is hereby given that:—

1. The Registered Office of Bartons D.I.C. Pty. Limited in Liquidation was, on the 20th September, 1949, changed to and is now situated at Steamship Buildings, 168 St. George's Terrace, Perth.

(2) The days and hours during which the Registered Office of Bartons D.I.C. Pty. Limited in Liquidation is accessible to the public are, as from the 20th September, 1949, as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. on Mondays to Fridays, inclusive.

Dated this 30th day of September, 1949.

BRUCE GALLOWAY,
Voluntary Liquidator.

COMPANIES ACT, 1943-1947.

Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).

Sand Queen-Gladsome Mines, No Liability.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, have been lost or destroyed, and it is the intention of the directors of the above Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Certificate No., Number of Shares, Descriptive Numbers (from and to), Issued to.

20; 200; 201 to 400; E. P. Mackey.

21; 200; 1 to 200; E. Watkinson.

Dated this 20th day of October, 1949.

BEWICK, MOREING & CO.,
115 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.

Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).

Phoenix Gold Mines Pty. Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, have been lost or destroyed, and it is the intention of the directors of the above Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Certificate No., Number of Shares, Descriptive Numbers (from and to), Issued to.

27; 200; 149396 to 149595; Commonwealth Mining & Finance Limited (in Liq.).

28; 200; 149196 to 149395; E. Watkinson.

Dated this 20th day of October, 1949.

BEWICK, MOREING & CO.,
115 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.

Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).

North Kalgurli United Mines Pty. Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, have been lost or destroyed, and it is the intention of the directors of the above Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Certificate No., Number of Shares, Descriptive Numbers (from and to), Issued to.

166; 200; 7001 to 7200; W. T. O. Liddell.

168; 200; 7401 to 7600; E. P. Mackey.

169; 200; 7601 to 7800; H. J. Urquhart.

171; 142,195; 7801 to 149995; North Kalgurli United Gold Development Limited (in Liq.).

172; 1; 149996; L. M. Illingworth.

173; 1; 149997; M. Fraser.

174; 1; 149998; T. H. Ineson.

175; 1; 149999; E. Watkinson.

176; 1; 150000; O. Caplin.

178; 200; 6801 to 7000; E. R. M. Faye.

179; 6800; 1 to 6800; North Kalgurli United Gold Development Limited (in Liq.).

180; 200; 7201 to 7400; North Kalgurli United Gold Development Limited (in Liq.).

Dated this 20th day of October, 1949.

BEWICK, MOREING & CO.,
115 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.

Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).

Hercules Gold Mines Pty. Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, have been lost or destroyed, and it is the intention of the directors of the above Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Certificate No., Number of Shares, Descriptive Numbers (from and to), Issued to.

105; 200; 149196 to 149395; E. P. Mackey.

106; 200; 149596 to 149795; W. T. O. Liddell.

107; 200; 149796 to 149995; E. Watkinson.

Dated this 20th day of October, 1949.

BEWICK, MOREING & CO.,
115 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.
Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).
Beryl Gold Mines Pty. Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, have been lost or destroyed, and it is the intention of the directors of the above Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Certificate No., Number of Shares, Descriptive Numbers (from and to), Issued to.

- 19; 200; 203 to 402; E. R. M. Faye.
- 23; 1; 201; M. Fraser.
- 24; 1; 202; L. M. Illingworth.
- 26; 198; 803 to 1000; Beryl Gold Corporation Limited (in Liq.).
- 27; 50,000; 1001 to 51000; Beryl Gold Corporation Limited (in Liq.).
- 28; 50,000; 51001 to 101000; Beryl Gold Corporation Limited (in Liq.).
- 29; 49,000; 101001 to 150000; Beryl Gold Corporation Limited (in Liq.).
- 30; 1; 150001; E. Watkinson.
- 31; 199; 150002 to 150200; Beryl Gold Corporation Limited (in Liq.).
- 32; 200; 1 to 200; E. P. Mackey.
- 33; 200; 403 to 602; W. T. O. Liddell.
- 34; 200; 603 to 802; E. Watkinson.

Dated this 20th day of October, 1949.

BEWICK, MOREING & CO.,
115 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.
Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).
Atlas Gold Mines Pty. Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, have been lost or destroyed, and it is the intention of the directors of the above Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates.

Certificate No., Number of Shares, Descriptive Numbers (from and to), Issued to.

- 69; 200; 405 to 604; E. P. Mackey.
- 70; 200; 605 to 804; W. T. O. Liddell.
- 71; 200; 3 to 202; E. Watkinson.

Dated this 20th day of October, 1949.

BEWICK, MOREING & CO.,
115 St. George's Terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1948, and of Wilgarrup Karri & Jarrah Co. Ltd. (in Liquidation).

NOTICE is hereby given that a final general meeting of shareholders of the abovenamed Company will be held at the office of Cooper Brothers, Goyder & Co., Third Floor, Pastoral House, St. George's Terrace, Perth, on Monday the 28th day of November, 1949, at 10 a.m.

Business.—To receive the Liquidator's final accounts and report on the liquidation; to consider and if thought fit, pass such final accounts.

D. B. GOYDER,
Liquidator.

Cooper Brothers, Goyder & Co., Chartered Accountants (Aust.), Pastoral House, St. George's Terrace, Perth.

COMPANIES ACT, 1943-1946.

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).
Dean & Peirce Pty. Limited.

NOTICE is hereby given that:—

(1) The Registered Office of Dean & Peirce Pty. Limited was, on the 10th day of October, 1949, changed to and is now situated at No. 7 Bay View Terrace, Claremont.

(2) The days and hours during which the Registered Office of Dean & Peirce Pty. Limited is accessible to the public are as from the 10th day of October, 1949, as follows:—10 a.m. to 4 p.m., every day with the exception of Saturdays, Sundays and public holidays.

Dated this 14th day of October, 1949.

V. P. BARBAT,
Secretary.

COMPANIES ACT, 1943-1947.

Blighty Estates Pty., Ltd.

NOTICE is hereby given that the Registered Office of Blighty Estates Pty. Ltd., is situated at Room 10, 104 St. George's Terrace, 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. on Mondays to Fridays inclusive (public holidays excepted).

Dated this 20th day of October, 1949.

JOHN GORDON,
Director.

Western Australia.

THE COMPANIES ACT, 1943-1947.

Lancelin Products Ltd.

NOTICE is hereby given that the Registered Office of Lancelin Products Ltd. is situate at number 101 St. George's Terrace, Perth, in the State of Western Australia, and the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 4 p.m. on all week days (Saturdays, Sundays and public holidays excepted).

Dated this 20th day of October, 1949.

R. E. CALTHROP,
Director.

Joseph, Muir & Williams, Solicitors, Victoria House, St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

(J. A. Hemphill & Sons Pty. Limited.)

NOTICE is hereby given that J. A. Hemphill & Sons Pty. Limited a company registered under Part XI. of the Companies Act, 1943-1947, and having its Registered Office at Warwick House, St. George's Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 24th day of January, 1950.

Dated this 24th day of October, 1949.

LESLIE GRAHAM STOREY,
Attorney.

COMPANIES ACT, 1943-1947.

Advertisement for Creditors.

In the matter of the Companies Act, 1943-1947, and in the matter of Mungedar Pastoral Co. Pty. Ltd.

THE creditors of the abovenamed company are required on or before the 24th day of November, 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 Joseph Samuel Foulkes, care of Messrs. Ford, Rhodes, Foulkes & Co., Second Floor, St. George's House, 115 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 115 St. George's Terrace, Perth, aforesaid. the office of the said Liquidator, at such time as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.

Dated this 26th day of October, 1949, at Perth.

J. S. FOULKES,
Liquidator.

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).

J. A. Hemphill & Sons (W.A.) Pty. Limited.

To the Registrar of Companies:

NOTICE is hereby given that the Registered Office of J. A. Hemphill & Sons (W.A.) Pty. Limited is situated at Warwick House, 63 St. George's Terrace, Perth, in the State of Western Australia, 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 1 p.m. and 2 p.m. to 5 p.m. (public holidays excepted).

Dated this 25th day of October, 1949.

L. G. STOREY,
Secretary.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Bartons D.I.C. Pty. Limited (in Voluntary Liquidation).

THE creditors of the abovenamed Company are required, on or before the 7th November, 1949, to send their names and addresses and particulars of their debts or claims, and the addresses of their solicitors (if any) to William John Bruce Galloway, Chartered Accountant (Aust.), the Voluntary Liquidator of the abovenamed Company, and if so required by notice in writing from the said Voluntary Liquidator, are by their solicitors or otherwise to prove their said debts or claims at 168 St. George's Terrace, Perth, the office of the said Voluntary Liquidator, at such time as shall be specified in such notice, or in default thereof they shall be excluded from the benefit of any distribution made before such debts are proved.

Monday, 28th November, 1949, at the hour of 10 o'clock, a.m., at the said office, is appointed for determining as to the allowance of the debts and claims.

Dated this 30th day of September, 1949.

BRUCE GALLOWAY,
Voluntary Liquidator.

Galloway & Ockerby, Chartered Accountants (Aust.),
168 St. George's Terrace, Perth.

In the Supreme Court of Western Australia.

No. 9 of 1949.

IN THE MATTER OF THE COMPANIES ACT, 1943-1946, and in the matter of A. W. Edgar & Co. Pty. Limited.

NOTICE is hereby given that the Order of the Supreme Court of Western Australia, dated the 11th day of October, 1949, confirming the reduction of the capital of the abovenamed Company from £50,000 to £30,000 and the minute approved by the Court showing with respect to the capital of the Company as altered the several particulars required by the above Statute, was registered by the Registrar of Companies on the 18th day of October, 1949. The said minute is in the words and figures following:—

"The capital of the Company is thirty thousand pounds (£30,000) divided into fifty thousand shares of twelve shillings each instead of fifty thousand pounds divided into fifty thousand shares of one pound each. At the date of registration of this minute 23,948 of the said shares are issued and are to be deemed to be fully paid up and the residue of the said shares, namely 26,052, are unissued."

Dated the 25th day of October, 1949.

UNMACK & UNMACK,
Solicitors for the Company, Withnell Chambers, Howard Street, Perth.

In the Supreme Court of Western Australia.

No. 10 of 1949.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Amalgamated Distributors (Australasia) Limited).

BY an Order made by the Honourable Mr. Justice Wolff in the above matter dated the 17th day of October, 1949, on the petition of the Deputy Commis-

sioner of Taxation for the State of Western Australia it was ordered that the said Amalgamated Distributors (Australasia) Limited be wound up under the provisions of the Companies Act, 1943-1947, and that pursuant to section 197 subsection (3) the meeting of contributories directed to be summoned by that section be dispensed with and that pursuant to section 197 subsection (1) Allan Martin, of 95 St. George's Terrace, Perth, in the said State, Chartered Accountant, subject to his filing an affidavit verifying his consent thereto be the person appointed by the Court to summon a meeting of creditors for the purposes provided for by that section.

GEORGE ALBERT WATSON,
of Atlas Building, 8-10 The Esplanade, Perth, Acting Commonwealth Crown Solicitor and Solicitor for the Petitioner.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Blighty Estates 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 Blighty Estates Pty. Ltd.

Dated this 21st day of October, 1949.

G. J. BOYLSON,
Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1947.

(Section 296, Subsection (5)).

NOTICE is hereby given that the names of the undermentioned Companies have been struck off the Register of Companies and the said Companies are dissolved:—

30/11—The Commercial Travellers Club (W.A.) Limited.

27/21—The Proprietary Schools of Western Australia Limited.

14/24—W.A. Knitters Limited.

110/25—Leopold Downs Limited.

71/27—A. E. Builder & Company Limited.

44/28—Gnaweeda Pastoral Company Limited.

29/31—The Liberator Newspaper Limited.

44/33—Triglav Company Limited.

72/34—Junk Limited.

12/35—Mt. Crawford Pastoral Company Limited.

73/35—Parker & Neilson Limited.

190/35—Vapobath (Australia) Limited.

19/36—Lygnern Pastoral Co. Limited.

127/36—Tindals Central Gold Mines of Coolgardie W.A. Limited.

8/37—Household Appliances Limited.

9/37—Cleveland Limited.

31/37—Kessells Limited.

123/37—Radio Rentals Pty. Limited.

130/37—The Brunswick Farmers' Supply Company Pty. Limited.

31/38—Chemicals (W.A.) Limited.

125/38—Manton Construction Limited.

20/39—Coo-ee Stores Limited.

90/39—Thornlie Limited.

14/45—The West Australian Industrial Corporation Limited.

8/46—Swan Homes Modern Furnishing Company Limited.

39/47—Willomee Trading Coy. Limited.

76/47—Upper Blackwood Community Centre Limited.

2/48—Concrete Supplies Pty. Ltd.

27/45—Natural Products Limited.

Dated the 24th day of October, 1949.

G. J. BOYLSON,
Registrar of Companies.

THE ASSOCIATIONS INCORPORATION ACT, 1895.
I, JOHN GORDON, of 104 St. George's Terrace, Perth, the person authorised by The Blighty Club Inc., do hereby give notice that I am desirous that such club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

JOHN GORDON.

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

Memorial of The Blighty Club Inc., filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—The Blighty Club Inc.
2. The object or purpose of the Institution—(a) To give free of cost to members, advice and assistance within the limits allowed by law, generally to help new migrants to settle into their new sphere by relieving them of anxiety by the solution of their problems and difficulties; (b) to arrange meetings between members themselves and between members and others with the object of furthering the interests of members by achieving their harmonious absorption into the community; (c) to acquire, either by purchase or lease or otherwise such land and buildings as may be required to achieve the objects of the Club; (d) to act as the agent of members with respect to the purchase or lease of real and personal property and to acquire and dispose of same as such agent; (e) by all lawful means to ensure that members are adequately housed and engaged in useful and congenial employment; (f) to become affiliated with or subscribe to associations or bodies whose objects are similar to the objects of the Club and if thought fit to withdraw from any such associations or bodies; (g) to invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may be from time to time determined; (h) to borrow or raise upon loan any sum or sums of money and for the purpose of securing the repayment thereof to execute or give any mortgages, charges, bonds, debentures, bills of exchange, promissory notes or other securities over all or any of the property of the Club as may be deemed necessary and to liquidate, redeem or pay off such obligations and securities or any of them.

3. Where Situated or Established—Room 10, 104 St. George's Terrace, Perth.

4. The Name or Names of the Trustee or Trustees—John Gordon, of 104 St. George's Terrace, Perth, Geoffrey Frank Gadsdon of 183 Mill Point Road, South Perth, and Neil McLeod of 12 Field Street, Mount Lawley.

5. In Whom the Management of the Institution is Vested, and by what Means (whether by deed, settlement, or otherwise)—The Management of the Club is vested in the Committee thereof pursuant to the rules of the Club.

ASSOCIATIONS INCORPORATION ACT, 1895.

WE, Colin John Kelly and Leslie Roy Glen Pascoe, both of Meckering in the State of Western Australia, Farmers, the Trustees and/or persons hereunto authorised by the Meckering Bowling Club do hereby give notice that we are desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

(Sgd.) C. J. KELLY,
(Sgd.) L. R. G. PASCOE.

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—Meckering Bowling Club.

2. Object or purpose of the Institution—To encourage and foster the game of bowls.

3. Where situated or established—Meckering, Western Australia.

4. The name or names of the Trustee or Trustees—Colin John Kelly and Leslie Roy Pascoe.

5. In whom the management of the Institution is vested, and by what means (whether by deed, settlement, or otherwise)—A Committee elected annually by the members under the provisions of the rules of the Club.

Connor & Mayberry of 110 Fitzgerald Street, Northam, Solicitors for the Meckering Bowling Club.

THE ASSOCIATIONS INCORPORATION ACT, 1895.
WE, Reginald William Gregson, of "Rushworth," Karridale, Dairy Farmer, Hans Paul Karl Schroeder, of "Nillup," Karridale, Tobacco Grower, and Michael Charles Dryden, of "Ulika," Warner Glen, Karridale, Dairy Farmer, Trustees of or persons thereunto authorised by Alexandra Sport and Social Club, do hereby give notice that we are desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

R. W. GREGSON.
H. P. K. SCHROEDER.
M. C. DRYDEN.

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

In the Matter of the Associations Incorporation Act, 1895.

Memorial of the Alexandra Sport and Social Club filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of Institution—Alexandra Sport and Social Club.

2. Object or Purpose of the Institution—To purchase property for conduct of sports ground and play ground for children; let out, construct and erect tennis court, ovals, play grounds and other sporting facilities, club houses, etc.; to permit competitions, tournaments and matches; become affiliated with other associations or bodies with similar objects.

3. Where Situate—Alexandra Bridge, Karridale.

4. Name or Names of Trustees—Reginald William Gregson, Hans Paul Karl Schroeder and Michael Charles Dryden.

5. In Whom the Management of the Institution is Vested, and by what Means (whether by deed, settlement, or otherwise)—The Committee consist of officers *ex officio* and members elected in accordance with the rules. The management is vested in the Committee by the rules of the Association.

Frank Unnack & Cullen, Solicitors, Fremantle.

THE PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership subsisting between Frederick David Broomhall and Oliver Daniel Bates in the business of Bakers, at Clive Street, Katanning, under the style or firm name of "Broomhall & Bates," has been discontinued by mutual consent as from the 30th day of September, 1949, and as from that date the said business shall be carried on by the said Frederick David Broomhall, who shall alone be entitled to receive the assets of the said firm and be responsible for the debts and liabilities thereof.

Dated this 20th day of October, 1949.

F. D. BROOMHALL.
O. D. BATES.

Freeth & Le Fanu, Solicitors, Katanning.

THE PARTNERSHIP ACT, 1895.

Notice of Dissolution of Partnership.

NOTICE is hereby given that the Partnership hitherto subsisting between Mervyn Thomas McAlinden, Robert Edward McAlinden, and Ernest Trevor Nicholson, carrying on business as Motor Car Dealers and general Commission Agents at 22 Mill Street, Perth, under the firm name of "McAlinden Motors," has been dissolved by mutual consent as from the 30th September, 1949. All debts due and owing by the said late firm will be received and paid by Mervyn Thomas McAlinden and Robert Edward McAlinden, who will continue to carry on the said business under the name of "McAlinden Motors" at the same address.

Dated this 18th day of October, 1949.

JOSEPH, MUIR & WILLIAMS,
Solicitors for the Partnership.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto carried on by Calogero Travia, Anthony Piano, and Baslio Travia under the style or business name of "Wellington Fruit Supply" has been dissolved by mutual consent as from the first day of October, 1949.

The said Antonio Piano retired from the said business as from that date and thereafter the said business will be carried on by the said Calogero Travia and Baslio Travia who will collect and receive all moneys owing to the said Partnership and will pay and discharge all the liabilities of the said Partnership.

Dated the 20th day of October, 1949.

A. PIANO.

Witness to signature of Antonio Piano—

C. C. Jenour.

C. TRAVIA.

Witness to signatures of Calogero Travia and Baslio Travia—

C. C. Jenour.

Eastman & Jenour, Solicitors, Victoria Street, Bunbury, W.A.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Edward Charles Baker, late of Wharf Street, Cannington, in the State of Western Australia, Retired Civil Servant, 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 28th day of November, 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 20th day of October, 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 Adelaide Maud Trevenen Hosking, late of 19 Bedford Avenue, Subiaco, in the State of Western Australia, Widow, 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 Executors, care of The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 28th day of November, 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 those claims and demands of which they shall then have received notice.

Dated this 20th day of October, 1949.

ROBINSON, COX & CO.,
20 Howard Street, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Julia Caroline Lodge, late of Hunt Road, Beverley, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 93 St. George's Terrace, Perth, in the State of Western Australia, on or before the 28th day of November, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to such claims and demands of which it shall then have had notice.

Dated the 21st day of October, 1949.

NORTHMORE, HALE, DAVY & LEAKE,
Halsbury Chambers, Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edith Stone, late of Queen Street, Busselton, in the State of Western Australia, Widow and Gentlewoman, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 28th day of November, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to such claims and demands of which it shall then have had notice.

Dated the 21st day of October, 1949.

SLEE & ANDERSON,
of Stephen Street, Bunbury,
Solicitors for the abovenamed Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Charles James Bull, late of 70 Roseberry Street, Bedford Park, in the State of Western Australia, Retired Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent 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 28th day of November, 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 so sent in.

Dated the 21st day of October, 1949.

FRANK ACKLAND,
of Padbury Buildings, Forrest Place,
Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Emmanuel Bernard Pinto, otherwise Barney Pinto (in the Will Emmanuel Bernard Pinto), late of Donnybrook, in the State of Western Australia, Orchardist, 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 Executrix, Sydney Bernice Margaret Christensen, care of the undersigned, on or before the 28th day of November, 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 such claims and demands of which she shall then have had notice.

Dated the 13th day of October, 1949.

SLEE & ANDERSON,
of Stephen Street, Bunbury, Solicitors for the Executrix in Western Australia.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Daniel Ignatius O'Neill, formerly of Tambellup, in the State of Western Australia, Farmer, but late of rear of 66 Wellington Street, Perth, in the said State, Horse Trainer, 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, c/o the undersigned, on or before the 28th day of November, 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 the 25th day of October, 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 Charles Clemetson, late of 176 Great Eastern Highway, Midland Junction, in the State of Western Australia, Retired Fitter, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased must be sent 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 28th day of November, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 24th day of October, 1949.

LOHRMANN, TINDAL & GUTHRIE,
Perpetual Trustee Building, 89 St.
George's Terrace, Perth, Solicitors
for the Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of May Cormack, late of 29 Louise Street, Nedlands, in the State of Western Australia, Married Woman, deceased.

ALL persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency

Company Limited, of 135 St. George's Terrace, Perth, on or before the 28th day of November, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to those claims and demands of which it shall then have had notice.

Dated this 21st day of October, 1949.

PHILIP SIDNEY DURSTON,
105 St. George's Terrace, Perth,
Solicitor for the said Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Katherine Isabel Barton, late of Broome Street, Highgate Hill, in the State of Western Australia, Widow, deceased, intestate.

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 Administrator, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 28th day of November, 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 of which it shall then have had notice.

Dated the 24th day of October, 1949.

HARDWICK, SLATTERY & GIBSON,
of Victoria House, St. George's
Terrace, Perth, Solicitors for
the Administrator.

RURAL AND INDUSTRIES BANK ACT, 1944.

Rural and Industries Bank,
Perth, 18th October, 1949.

HIS Excellency the Governor in Executive Council, acting under the provisions of section 106 of the Rural and Industries Bank Act, 1944, has been pleased to amend the regulations made under and for the purposes of the said Act, published in the *Government Gazette* on the 12th day of October, 1945, in the manner set forth in the Schedule hereunder.

C. ABEY,
for Chairman of Commissioners.

The abovementioned regulations are amended as follows:—

1. By deleting regulation 18 and inserting in lieu thereof the following as regulation 18:—

18. All applications for loans from the Bank shall be where applicable on the prescribed forms numbered 1, 1A and 1B in the Appendix hereto.

2. By inserting after Form 1 in the Appendix the Forms 1A and 1B attached.

R.B. 245.

The Rural and Industries Bank of Western Australia.

APPLICATION FOR HOUSING LOAN.

Name of Applicant (in full).....
(Block letters.)

Occupation.....
(If married woman, state full name and occupation of husband.)

Address in Full.....
The Manager,
Rural and Industries Bank of W.A.,
.....Branch.

I/We hereby apply for an advance of £.....for a term of.....
years, repayable on an amortization basis, and offer as security the property described
hereunder, and over which I/we undertake to execute a mortgage in the form adopted
by you.

The purpose for which I/we require the advance is:—

- (a) To purchase the dwelling offered as security.
- (b) To pay off an existing mortgage(s) on the dwelling offered as security.
- (c) To enlarge or complete the dwelling offered as security, in the following
manner (approved plans and specifications herewith) at a total cost
of £.....
- (d) To erect a dwelling on the land described herein and owned by me/us.
(Approved plans and specifications herewith).

I/we enclose £..... (£1 1s. if (a) or (b) above, and £2 2s. if (c) or (d)
application fee which I/we agree shall be retained by you whether or not this appli-
cation is approved.

It is my/our intention to occupy this dwelling as a home for myself/ourselves and family.

I/we undertake to pay expenses required by the Bank in connection with inspection of the building while in course of erection (in the case of a building loan) and out-of-pocket expenses incurred in investigation of the title, preparation or security or otherwise, and to provide a surveyor's certificate at my/our expense, when required by the Bank.

It is definitely understood that the Bank shall not incur any responsibility whatsoever for or in connection with the construction of any building on the land.

In the event of the Bank granting a loan for the purpose of assisting to erect a dwelling I/we undertake not to enter into any time-payment or Hire Purchase Agreement for the supply of any fixtures or fittings in respect of such dwelling without the written consent of the Bank.

Particulars of the property offered as security and personal particulars are annexed hereto, and to the best of my/our knowledge and belief, the information given is true and correct.

Signature of Applicant(s).....

Date..... Telephone No. :Private..... Business.....

Description of Property Offered as Security.

Land.

1. Situation.	Name and No. of Street..... Town or Suburb.....
2. State particulars of Title and if freehold or leasehold.	.....Loc. No.....Lot.....Plan..... (C/T Vol.....Folio.....) If Leasehold: Term.....Rental..... Lease No.....
3. In whose possession are the Title Deeds?	
4. State full particulars of mortgages or other encumbrances on the property offered as security	Original Amount £..... Now owing Prin.: £.....Int. £..... Repayment arrears (if any) £..... Term of mortgage..... Rate of repayment..... Rate of interest..... Name of mortgagee.....
5. Measurement and area of land.	Width front of alignment .. ft. ins. Rear alignment ft. ins. Depth ft. ins. Area.
6. (a) Name of nearest railway station, tram, ferry or bus service and how far distant; or (b) distance from property to recognised centre of the town (country towns). (c) is block on made road and foot-path?	(a) (b) (c)
7. Name of Municipality or Road Board.	

Building.

8. Construction of building already erected/to be erected.	Foundation..... Walls of.....roof of..... containing.....rooms, kitchen..... bathroom and laundry.
9. When was the building erected? If to be erected, state contract price and name of architect?	
10. If about to purchase the property, state: (a) Purchase price. (b) What deposit (if any) has been paid? (c) What cash have you to complete the purchase?	(a) (b) (c)

Building—continued.

11. If you now own the property state date of purchase and price paid.															
12. What is your valuation of the property?	<table> <tr> <td>Value of improvements</td> <td>£.....</td> <td></td> </tr> <tr> <td>Value of land</td> <td>£.....</td> <td></td> </tr> <tr> <td>Total</td> <td>£.....</td> <td></td> </tr> </table>	Value of improvements	£.....		Value of land	£.....		Total	£.....						
Value of improvements	£.....														
Value of land	£.....														
Total	£.....														
13. Are there any arrears of rates, etc., on the property? If so, give particulars. Attach receipts for last payment of all rates on the property.	<table> <tr> <td></td> <td>Arrears</td> <td>Current.</td> <td></td> </tr> <tr> <td>Land Tax</td> <td>£</td> <td>£</td> <td rowspan="3">} Total £....</td> </tr> <tr> <td>Municipal or Road Board</td> <td>£</td> <td>£</td> </tr> <tr> <td>Water and Sewerage</td> <td>£</td> <td>£</td> </tr> </table>		Arrears	Current.		Land Tax	£	£	} Total £....	Municipal or Road Board	£	£	Water and Sewerage	£	£
	Arrears	Current.													
Land Tax	£	£	} Total £....												
Municipal or Road Board	£	£													
Water and Sewerage	£	£													
14. Are water, gas, electricity and sewerage connected or to be connected?															
15. Are buildings insured? If so, state amount and name of company.															

General.

16. Amount of applicant's own cash (if any) to be applied towards the purpose.	
17. Have you or your wife or husband (as the case may be) ever been bankrupt or insolvent, or assigned your estate for the benefit of your creditors? If so, give particulars.	
18. Do you require part of the loan on overdraft conditions? If so, how much?	

Sketch Plan of Locality Showing Street Boundaries, Number of Blocks from Corner, etc.

Mark position of property on plan
and indicate North.

If roads irregular draw
plan hereunder.

A 3x3 grid of empty rectangular boxes, likely for drawing or sketching. The grid consists of nine identical rectangular cells arranged in three rows and three columns. The lines forming the grid are thin and black.

.....
(Signature.)

Note.—This application is to be lodged by the applicant at the Head Office, or a branch of this Bank.

The employment of an agent is unnecessary and will not assist the application. Please write clearly and distinctly.

All questions should be answered. Omissions in this respect cause delay and necessitate correspondence which would otherwise be avoided.

The information furnished is treated as confidential.

A loan, if granted, is subject to the provisions of the Rural and Industries Bank Act, 1944.

The Rural and Industries Bank of Western Australia.

R.B. 245B.

APPLICATION FOR HOUSING LOAN.

Other Particulars.

(A) (1) What is your age? (2) Are you married or single? (3) No. and ages of dependent children.	
(B) If married, does your wife or husband (as the case may be) own any dwelling in West. Aust.?	
(C) Have you or your wife or husband (as the case may be) previously lodged an application for an advance from any department of this Bank?	
(D) (1) Are you in constant employment? If so, give length of service with and name and address of employer. (2) If not in regular employment give particulars of means of livelihood.	(1) (2)
(E) (1) What net salary, wages or commission are you in receipt of per week? (2) Give full details of income, if any, from members of family, pensions, child endowment and other sources. (3) If owner of a business, state net weekly income.	(1) £ (2) £ (3) £
(F) Have you entered into any arrangements in respect of time payments or other debts? If so, state: (1) Names of creditors. (2) Weekly payments.	(1) (2)
(G) (1) How long have you resided at your present address? (2) What rental are you paying?	(1) (2)
(H) Is there any unsatisfied judgment entered in any court against you or your wife or husband (as the case may be)? If so, give particulars.	

Statement of Liabilities and Assets.

Particulars of assets and liabilities of yourself and wife or husband (as the case may be). Show separately property offered as security, any other land held, items such as motor cars, furniture, insurances, bonds, shares, investments, cash on hand or in a bank and details of all amounts owing to creditors.

Liabilities.	£	Assets.	£
Total Liabilities			
Surplus			
	£	Total Assets	£

.....Signature.

Approved by His Excellency the Governor in Executive Council, 13th October, 1949.

R. H. DOIG,
Clerk of the Council.

ACTS OF PARLIAMENT, ETC., FOR SALE AT
GOVERNMENT PRINTING OFFICE.

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	2	6
Adoption of Children Act	0	0	6
Agricultural Bank Act	0	1	0
Agricultural Seeds Act	0	1	0
Associations Incorporation Act	0	0	6
Auctioneers Act	0	1	0
Bills of Sale Act (Consolidated) and Amend- ment	0	2	0
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment	0	1	6
Bush Fires Act (Consolidated)	0	1	6
Carriers Act	0	0	6
Child Welfare Act	0	2	6
Companies Act	0	5	0
Crown Suits Act	0	1	6
Dairy Cattle Improvement Act	0	1	0
Dairy Industry Act	0	2	0
Dairy Products Marketing Regulation Act	0	2	0
Dentists Act	0	2	0
Declarations and Attestations Act	0	0	6
Dog Act (Consolidated)	0	1	0
Dried Fruits Act	0	1	6
Droving Act	0	1	0
Drugs (Police Offences) Act	0	1	0
Egg Marketing Act	0	1	0
Electoral Act (Consolidated)	0	2	6
Electricity Act	0	2	0
Employers' Liability Act	0	0	6
Evidence Act (Consolidated)	0	2	0
Factories and Shops Act (Consolidated)	0	4	0
Factories and Shops Act Regulations	0	1	0
Factories and Shops Time and Wages Books— Large	0	4	3
Small	0	3	3
Feeding Stuffs Act	0	1	6
Fertilisers Act	0	1	0
Firearms and Guns Act (Consolidated)	0	1	0
Fire Brigades Act	0	2	0
Firms Registration Act and Amendment	0	1	6
Fisheries Act (Consolidated)	0	1	6
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
Friendly Societies Act and Amendments	0	2	0
Game Act (Consolidated)	0	1	0
Gold Buyers Act and Regulations	0	2	0
Hawkers and Pedlars Act and Amendment	0	1	0
Health Act (Consolidated)	0	5	0
Hire Purchase Agreement Act (Consolidated)	0	0	6
Hospital Fund Act	0	1	0
Hospitals Act	0	1	0
Illicit Sale of Liquor Act	0	0	6
Industrial Arbitration Act (Consolidated)	0	3	0
Inebriates Act	0	0	6
Infants, Guardianship of, Act	0	1	0
Inspection of Machinery Act with Regulations	0	2	6
Inspection of Scaffolding Act (Consolidated)	0	1	6
Interpretation Act	0	2	0
Irrigation and Rights in Water Act	0	1	6
Justices Act (Consolidated)	0	3	0
Land Agents Act and Amendment	0	1	0
Legal Practitioners Act (Consolidated)	0	1	6
Licensed Surveyors Act	0	1	0
Licensing Act and Amendments	0	4	0
Life Assurance Act (Consolidated)	0	1	6
Limitation Act	0	1	0
Limited Partnerships Act	0	0	6
Marine Stores Dealers Act	0	1	0
Marriage Act	0	2	0
Married Women's Property Act (Consoli- dated)	0	1	0
Married Women's Protection Act (Consoli- dated)	0	0	6
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	1	0
Metropolitan Water Supply, Sewerage, and Drainage Act	0	2	0
Milk Act	0	2	0
Mines Regulation Act	0	2	6
Mine Workers' Relief Fund Act and Regula- tions	0	2	6
Mining Act	0	2	0
Money Lenders Act (Consolidated)	0	1	6

Acts of Parliament, etc.—continued.

	£	s.	d.
Municipal Corporations Act (Consolidated)	0	5	0
Native Administration Act	0	2	0
Native Flora Protection Act	0	1	0
Noxious Weeds Act	0	1	0
Nurses Registration Act	0	1	0
Partnership Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Petroleum Act	0	3	0
Pharmacy and Poisons Act (Consolidated)	0	2	0
Plant Diseases Act	0	1	0
Prevention of Cruelty to Animals Act	0	1	0
Public Service Act (Consolidated)	0	1	6
Public Works Act and Amendment	0	2	6
Purchasers' Protection Act	0	0	9
Road Districts Act (Consolidated)	0	5	0
Sale of Goods Act	0	1	0
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	3	0
State Government Insurance Act	0	0	6
State Housing Act	0	2	6
State Trading Concerns Act	0	1	6
State Transport Co-ordination Act	0	1	6
Superannuation and Family Benefits Act	0	2	6
Supreme Court Act	0	3	6
Tenants, Purchasers, and Mortgagors' Relief Act	0	2	0
Timber Industry Regulation Act and Regu- lations	0	2	6
Town Planning and Development Act	0	1	6
Traffic Act (Consolidated)	0	3	0
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