



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 93.]

PERTH : FRIDAY, 28th SEPTEMBER.

[1951.

ROYAL COMMISSION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

To Alan Gregory Smith, Esq., S.M., Police Court,
Perth:

I, THE said Administrator, acting with the advice
and consent of the Executive Council, do hereby
appoint you, Alan Gregory Smith, S.M., to be a
Royal Commission—

- (1) to inquire into and report upon the facts
and circumstances relative to and arising
out of a conversation at Byford on Satur-
day, the 23rd day of June, 1951, between
Captain J. Bruce, M.B.E., M.M., and Mr.
R. Harrison, Assistant Manager of the
State Brickworks at Byford, regarding the
supply of bricks, with a view to finding
whether or not Mr. Harrison offered to
accept a bribe or indicated that, if Cap-
tain Bruce would pay a certain sum of
money in excess of the price of a certain
quantity of bricks which he wanted, the
supply of the bricks would be arranged or
expedited;
- (2) in relation to the above, to make findings
and recommendations.

And I declare that you shall, by virtue of this
Commission, be a Royal Commission within the
Royal Commissioners' Powers Act, 1902, as reprinted
in the Appendix to the Sessional Volume of the
Statutes for the year 1928, and that you shall
have the powers of a Royal Commission and of
the Chairman thereof under that Act.

And I hereby request you, as soon as reasonably
may be, to report to me in writing the result of
this, your Commission.

Given under my hand and the Public Seal
of the said State, at Perth, this 12th day
of September, 1951.

By His Excellency's Command,

ROSS McLARTY,

Premier.

GOD SAVE THE KING ! ! !

Bank Holiday, Darkan, Narrogin,
Dumbleyung and Wiluna.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

C.S.D. 3/50.

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

Date and Place.

Wednesday, 10th October, 1951—Darkan.

Saturday, 13th October, 1951—Narrogin.

Wednesday, 17th October, 1951—Dumbleyung.

Monday, 29th October, 1951—Wiluna.

Given under my hand and the Public Seal of
the said State, at Perth, this 26th day of
September, 1951.

By His Excellency's Command,

VICTOR DONEY,

Chief Secretary.

GOD SAVE THE KING ! ! !

Bank Holiday, Gnowangerup, Wagin, Cranbrook and Bridgetown.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

C.S.D. 3/50.

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

Date and Place.

Wednesday, 17th October, 1951—Gnowangerup.
Saturday, 20th October, 1951—Wagin.
Thursday, 1st November, 1951—Cranbrook.
Wednesday, 7th November, 1951—Bridgetown.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of September, 1951.

By His Excellency's Command.

VICTOR DONEY,
Chief Secretary.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corres. No. 388/15, Volume 2.

WHEREAS by section 2 of the Road Closure Act (No. 2), 1929, the Governor is empowered by proclamation in the *Government Gazette* to close portions of Nelson Crescent and Nelson Avenue in the City of Perth: Now, therefore I, the Administrator, with the advice and consent of the Executive Council, do by this proclamation close the portions of Nelson Crescent and Nelson Avenue described in the Schedule hereto and declare that hereafter, all rights of way over such portions of roads shall cease.

Schedule.

That portion of Nelson Crescent and Nelson Avenue bounded by lines starting from the South corner of Perth Town Lot T18 and extending 139 deg. 8 min. 99 3/10th links along the South-Western boundary of lot 569 to the tangent point of a circular curve the bearing and length of whose radius are 230 deg. 14 min. and 63 1/10th links from said tangent point; thence by said curve Southerly 66 9/10th links along part of the Western boundary of sub lot 410 to the tangent point of a circular curve the bearing and length of whose radius are 110 deg. 57 min. and 200 links from said tangent point; thence by said curve Southerly 1 chain 17 4/10th links again along part of said Western boundary to its intersection with a circular curve the bearing and length of whose radius are 200 deg. 58 min. and 1 chain 44 links from its Western tangent point, thence by said curve Westerly 5 9/10th links to said tangent point, thence 290 deg. 58 min. 2 chains 27 2/10th links to the tangent point of a circular curve the bearing and length of whose radius are 200 deg. 58 min. and 1 chain 44 links from said tangent point, thence by said curve Westerly 92 7/10th links to the tangent point of a circular curve the bearing and distance of whose radius are 164 deg. 5 min. and 3 chains 33 links from said tangent point, thence by said curve Westerly 2 3/10th links to a circular curve the bearing and length of whose radius are 331 deg. and 15 chains 81 links from its Western tangent point, and thence by said curve North-Easterly 2 chains 95 2/10th links along part of the South-Eastern boundary of lot T20 and the South-Eastern boundary of lot T19 to the starting point.

That portion of Nelson Crescent bounded by lines starting from a point on the South-Eastern boundary of Perth town lot T21 situate 7 links from its Southern corner, and extending North-

Easterly 35 2/10th links along said boundary to its intersection with a circular curve the bearing and length of whose radius are 342 deg. 32 min. and 1 chain 51 5/10th links from its South-Western tangent point, and thence by said curve South-Westerly 35 3/10th links to the starting point.

Given under my hand and the Public Seal of the said State at Perth, this 12th day of September, 1951.

By His Excellency's Command.

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

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corres. No. 5735/50.

WHEREAS by the Transfer of Land Act, 1893-1950, 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 land described in the Schedule hereto: Now therefore, I, the Administrator, 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.

Corres. No., Land, Certificate of Title (Volume and Folio).

2454/46; Kent Locations 566, 645 and 548; 836, 1035 and 922 respectively, 32, 118 and 96 respectively.

178/51; Sussex Locations 2881 and 2882; 1061; 810. 5820/49; Sussex Locations 2417 and 2418; 1023, 214.

5485/49; firstly, portion of Williams Location 7022 and being lot 1 the subject of diagram 15480, Williams Locations 5029, 6206, 6647 and 6881, and secondly, Williams Locations 2546, 2547, 2551, 2610 and portion of each of Williams Locations 924 and 2609; 1136, 456.

1193/46; Kojonup Locations 3334 to 3344 (inclusive), 5070, 8156 and 8415; 1082, 922.

1193/46; Kojonup Locations 5541 and 7995; 1127 and 1070 respectively, 273 and 267 respectively.

1193/46; Kojonup Locations 5601, 6133, 6371 and 5602; 1052, 588.

7184/50; Nelson Locations 6894, 9911, 9912 and 11145; 1082, 105.

991/50; Avon Locations 9753, 9756, 9765 and 23567; 1057, 30.

4832/46; Sussex Location 3100; 1025, 293.

7083/50; Ravensthorpe Lots 372 and 371; 1083 and 1083 respectively, 731 and 732 respectively.

2271/28; Westonia Lot 355; 1016, 687.

Given under my hand and the Public Seal of the said State, at Perth this 12th day of September, 1951.

By His Excellency's Command.

L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 59/51.

WHEREAS by the Transfer of Land Act, 1893-1950, the Administrator is empowered by proclamation in the *Government Gazette* to revest in His

Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of portion of Cockburn Sound Location 16 and being lot 158 on plan 5737 as registered in Certificate of Title, Volume 1071, Folio 849: Now, therefore I, the Administrator, with the advice and consent of the Executive Council, do by this proclamation vest in His Majesty, his heirs and successors portion of Cockburn Sound Location 16 and being lot 158 on Plan 5737 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of September, 1951.

By His Excellency's Command.

L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

Land Act, 1933-1950.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT, } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator, } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corres. No. 59/51.

WHEREAS by section 31 of the Land Act, 1933-1950, 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 No. 23303 (Community Centre and Children's Playground) as described hereunder should be classified as of Class A: Now, therefore I, the Administrator with the advice of Executive Council do by this my proclamation classify as of Class A Reserve No. 23303 as described hereunder.

Schedule.

Reserve No. 23303 (Cockburn Sound Location 1679) containing 3 acres 1 rood 7 perches. (Plan 341D/40, A3.)

Given under my hand and the Public Seal of the said State at Perth, this 12th day of September, 1951.

By His Excellency's Command.

L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

The Land Act, 1933-1950.

PROCLAMATION

(Resumption.)

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT, } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator, } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. No. 1304/46.

WHEREAS by section 11 of the Land Act, 1933-1950, the Governor may resume, for any of the purposes specified in section 29 of the said Act, any portion of land held as a Conditional Purchase Lease; and whereas it is deemed expedient that the portion of Conditional Purchase Lease 347/2566 (Roe Locations 448, 596, 597 and 800), as described hereunder, should be resumed for one of the purposes specified in paragraph 1 of section 29 of the said Act, that is to say, for Gravel: Now, therefore I, Albert Asher Wolff, Administrator, as aforesaid, with the advice of the Executive Council, do by this my proclamation resume portion of Conditional Purchase Lease 347/2566 for the purpose aforesaid.

Schedule.

All that portion of Conditional Purchase Lease 347/2566 containing 9 acres 3 roods 8 perches as surveyed and shown on Diagram 61565 as Roe Location 2050.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of September, 1951.

By His Excellency's Command.

L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

Dedication of Public Highway.

City of Perth Municipality.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT, } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator, } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

Corr. 388/15, V2.

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

Schedule.

Name of Street, Width, Position,

Titles Office Plans.

Nelson Crescent; widening; those portions of Perth town lots T20 and T21, bounded by lines starting from a point on the South-Eastern boundary of lot T21 aforesaid situate 42 3/10th links from its Southern corner, and extending North-Easterly 1 chain 12 6/10th links along said boundary by a circular curve the bearing and length of whose radius are 331 deg. and 15 chains 81 links from its Western tangent point to the tangent point of a circular curve the bearing and length of whose radius are 163 deg. 42 min. and 2 chains 94 1/10th links from said tangent point, thence by said curve South-Westerly 1 chain 2 links to the tangent point of a circular curve the bearing and length of whose radius are 324 deg. 59 min. and 1 chain 51 5/10th links from said tangent point, and thence by said curve South-Westerly 11 1/10th links to the starting point.

Nelson Crescent and Hale Street; truncation; that portion of Perth town lot T26 bounded by lines starting from the intersection of the Northern side of Nelson Crescent with the Western side of Hale Street and extending 354 deg. 6 min. 50 9/10th links along said side of street to the tangent point of a circular curve the bearing and length of whose radius are 264 deg. 6 min. and 50 links from said tangent point, thence by said curve South-Westerly 77 2/10th links to the Northern side of Nelson Crescent aforesaid, and thence Easterly 50 9/10th links along said side by a circular curve the bearing and length of whose radius are 331 deg. and 15 chains 81 links from its Western tangent point to the starting point.

Nelson Avenue; widening; that portion of Perth sub lot 410 bounded by lines starting from a point on the Western boundary of said lot situate 180 deg. 1 chain 78 1/10th links and 90 deg. 2 links from the Southernmost corner of lot 569, and extending South-Easterly 86 7/10th links by a circular curve the bearing and length of whose radius are 203 deg. 19 min. and 1 chain 44 links from said starting point to the tangent point of a circular curve the bearing and length of whose radius are 237 deg. 50 min. and 3 chains 33 3/10th links from said tangent point, thence by said curve 32 6/10th links to the tangent point of a circular curve the bearing and length of whose radius are 63 deg. 26 min. and 1 chain 51 5/10th links from said tangent point; thence by said curve 1 chain 12 3/10th links to the South-Western boundary of sub lot 410 aforesaid; thence 290 deg. 57 min. 41 3/10th links along said boundary to the tangent point of a circular curve the bearing and length of whose radius are 20 deg. 57 min. and 2 chains from said tangent point, and thence by said curve North-Westerly 1 chain 96 8/10th links, again along part of said South-Western boundary to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of September, 1951.

By His Excellency's Command,

(Sgd.) L. THORN,
for Minister for Local Government.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1948.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

F. and S. 405/33, Ex. Co. 1778.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1948, that the expression "Public Holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Administrator, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Tuesday, the 11th day of September, 1951, shall be a public holiday in the Bruce Rock Shop District for the purposes of section 115 of the Factories and Shops Act, 1920-1948, and all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of September, 1951.

By His Excellency's Command,

L. THORN,
Minister for Labour.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1948.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

F. and S. 1900/30, Ex. Co. 1776.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1948, that the expression "Public Holiday" shall mean certain days therein specified and any other day declared by Proclamation to be a holiday for the purposes of the said Act: Now, therefore I, the said Administrator, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Wednesday, the 19th day of September, 1951, shall be a public holiday within the Moora Shop District for the purposes of section

115 of the Factories and Shops Act, 1920-1948, and all shops (except those mentioned in the Fourth Schedule) and warehouses shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of September, 1951.

By His Excellency's Command,

L. THORN,
Minister for Labour.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1948.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir John
TO WIT. } Patrick Dwyer, Knight Commander of the Most
JOHN PATRICK DWYER, } Distinguished Order of Saint Michael and
Administrator. } Saint George, Administrator in and over the
[L.S.] } State of Western Australia and its Dependencies
in the Commonwealth of Australia.

F. and S. 1265/25, Ex. Co. 1777.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1948, that the expression "Public Holiday" shall mean certain days therein specified and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Administrator, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Wednesday, the 7th day of November, 1951, from 12 noon, shall be a public holiday within the Bridgetown Shop District for the purpose of section 115 of the Factories and Shops Act, 1920-1948, and all shops (except those mentioned in the Fourth Schedule) and warehouses shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of September, 1951.

By His Excellency's Command,

L. THORN,
Minister for Labour.

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 12th day of September, 1951, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 59/51.

WHEREAS by section 33 of the Land Act, 1933-1950, 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 Class A Reserve No. 23303 should vest in and be held by the Rockingham Road Board in trust for the purpose of a Community Centre and Children's Playground: Now, therefore, His Excellency the Administrator, 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 Rockingham 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 Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 4371/50.

WHEREAS by section 33 of the Land Act, 1933-1950, 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. 23294 should vest in and be held by the Minister for Education in trust for the purpose of a Junior Farmers' Club: Now, therefore, His Excellency the Administrator, 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 Minister for Education 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 Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 83/39.

WHEREAS by section 33 of the Land Act, 1933-1950, 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. 21978 should vest in and be held by the Meekatharra Road Board in trust for the purpose of Road Board Purposes: Now, therefore, His Excellency the Administrator, 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 Meekatharra 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 Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 5905/14.

WHEREAS by section 33 of the Land Act, 1933-1950, 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 any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes to be specified in such order and with power of sub-leasing; and whereas it is deemed expedient that reserve No. 21300 (Albany Lot 767) should vest in and be held by the Municipality of Albany in trust for a Gravel Quarry: Now, therefore, His Excellency the Administrator, 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 Municipality of Albany in trust for a Gravel Quarry with power to the said Municipality of Albany, subject to the approval in writing of the Minister for Lands being first obtained, to lease the whole or any portion of the said reserve for any term not exceeding twenty-one (21) years from the date of the lease.

R. H. DOIG,
Clerk of the Council.

The previous Order in Council dated 24th October, 1934, is hereby superseded.

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 2657/30.

WHEREAS by section 33 of the Land Act, 1933-1950, 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. 23290 should vest in and be held by the Albany Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Administrator, 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 Albany 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.

Water Boards Act, 1904-1947, and the Water Supply, Sewerage and Drainage Act, 1912.

ORDER IN COUNCIL.

P.W.W.S. 260/35.

WHEREAS it is enacted by section 6 of the Water Boards Act, 1904, that for every Water Area constituted under that Act, there shall be a Water Board constituted by the Governor by Order in Council; and whereas it is enacted by section 3 of the Water Supply, Sewerage and Drainage Act, 1912, that the Governor may revoke any Order in Council made before, or after, the commencement of the said last mentioned Act, for the constitution of a Water Board under the Water Boards Act, 1904-1949, aforesaid, and dissolve the Water Board constituted pursuant to any Order so revoked; and whereas by an Order in Council dated the 5th day of March, 1935, and published in the *Government Gazette* on the 15th day of March, 1935, the Governor, acting in exercise of the power conferred by section 6 of the Water Boards Act, constituted the Manjimup Road Board a Water Board to administer the Water Boards Act, 1904, in the Manjimup Water Area as constituted under that Act; and whereas it is now deemed desirable and expedient that the Water Board constituted pursuant to the said Order in Council should be dissolved: Now, therefore, His Excellency the Administrator acting with the advice and consent of the Executive Council and in exercise of the power conferred by section 3 of the Water Supply, Sewerage and Drainage Act, 1912, doth hereby as from and after the 1st day of October, 1951, revoke that portion only of the said Order in Council dated the 5th day of March, 1935, and published in the *Government Gazette* on the 15th day of March, 1935, relating to the appointment of the Manjimup Road Board as a Water Board and dissolve the said Manjimup Road Board as the Water Board constituted for the Manjimup Water Area pursuant to the said Order in Council.

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

Crown Law Department,
Perth, 27th September, 1951.

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

Constable William Walter Francis as Bailiff of the Mullewa Local Court *vice* Sergeant S. M. Leeder, transferred.

Constable A. G. Atkins as Bailiff of the Southern Cross Local Court at Westonia, *vice* Constable R. J. Court, transferred.

Constable Valston Alfred Ridley as Acting Bailiff of the Cue Local Court at Big Bell during the absence on leave of Constable Cedric Vernon Eaton.

Constable Herman Robert Thomas Bake as Acting Bailiff of the Wagin Local Court during the absence on long service leave of Constable Jack Percy Craig.

Constable Herbert Clifford Catt as Acting Bailiff of the Busselton Local Court at Margaret River during the absence on annual leave of Constable J. R. Jenkinson.

Sergeant Leonard Drury Thompson as Bailiff of the Southern Cross Local Court, *vice* Sergeant J. A. B. Treloar, transferred.

Constable Robert Charles Gilchrist as Acting Bailiff of the Wyalkatchem Local Court during the absence on annual leave of Constable J. T. Ashelford.

THE Hon. Attorney General has approved of the appointment of the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—

Walter Demster Anderson, Mt. Lawley; Norman Victor Howell, Como; Ernest Ivan Lummis, Nedlands; William Vondel Meyer, Nedlands.

THE Department has been notified that Trust Order No. 29094 dated the 29th August, 1951, drawn on the Clerk of Courts Trust Fund for the sum of £4 11s. 5d. in favour of W. R. Sparks has been lost by the payee. Payment has been stopped and it is intended to issue a fresh Trust Order in lieu thereof.

H. SHEAN,
Under Secretary for Law.

SUPREME COURT ACT, 1935-1950.

Crown Law Department,
Perth, 10th September, 1951.

The following amendments of the Rules of the Supreme Court, 1909, are published for general information.

H. SHEAN,
Under Secretary for Law.

SUPREME COURT ACT, 1935-1950.

Rules of the Supreme Court, 1909.

WE, the Honourable Sir John Patrick Dwyer, K.C.M.G., Chief Justice of Western Australia, the Honourable Albert Asher Wolff, the Honourable James Leonard Walker, the Honourable Laurence Walter Jackson and the Honourable John Evenden Virtue, Puisne Judges of the Supreme Court of Western Australia, acting in pursuance of the powers contained in the Supreme Court Act, 1935-1950, and of every other power enabling us in this behalf, do hereby amend the Rules of the Supreme Court, 1909, in the manner hereinafter mentioned, and declare that such amendments shall come into operation on the 1st day of January, 1952.

1. Orders XII and XIII are rescinded.
2. Order XXVII is amended as follows:—
Rules 2 to 12 inclusive are rescinded.
Rule 15 is amended by striking out all words after the word "fit" in line 4.
3. The following new Orders are substituted for Orders XII and XIII—
Order XII—Defence.
Order XIII—Default of Defence.

Order XII.
Defence.

1. Every defendant desiring to defend an action shall file a statement of defence in the Central Office within such time as may be prescribed by these Rules, and shall serve a copy of such defence in the prescribed manner.

2. The time to be stated in a writ of summons for filing a statement of defence shall be according to the place of service, that is to say—

Where the service is effected—	The time after service for the filing of the State- ment of Defence is—
In the State of Western Australia—	
Not more than 200 miles from Perth	10 days
More than 200 miles but not more than 400 miles from Perth	16 days
More than 400 miles from Perth	21 days
Outside the State of Western Australia but within the Commonwealth of Australia	30 days
Outside the Commonwealth of Australia	Such time as may be fixed by the Master.

The number of days allowed shall be clear days.

3. (1) Subject to the succeeding Subrules, a party who has not filed a statement of defence shall not be heard at the trial of the action or on any interlocutory or other application arising out of such action.

(2) A party who has not filed a statement of defence may nevertheless be heard if such party—

- (a) desires to raise an objection to jurisdiction, or to set aside the writ of summons or proceeding on account of some alleged irregularity or want of a cause of action or to strike out some part of the record; or
- (b) desires to make an application for some interlocutory relief, including an extension of time, which it is necessary to obtain before the party can conveniently file a statement of defence; or
- (c) has been served with a notice of motion, or summons, at the instance of the plaintiff or of some other party claiming some preliminary or interim relief against such party.

(3) Where a party who has not yet filed a statement of defence avails himself of the provisions of paragraph (a) or (b) of the preceding Subrule, such party shall endorse on the motion or summons an address for service; and the form applicable and hereinafter prescribed in relation to statements of defence shall apply with the necessary modifications.

(4) A party who desires to raise an objection to the jurisdiction may do so on motion, or may at his option raise the objection in the statement of defence, with or without pleading therein any matters going to the merits.

4. If further time to file a statement of defence is required the defendant may apply to a Judge, and where the action has been set down for trial, or a date of trial has been fixed, the Judge may stay further proceedings or adjourn the trial with or without terms.

5. (1) At the foot of the statement of defence there shall be subscribed a memorandum stating whether it has been filed by the defendant in person or by a solicitor on his behalf, and an address to be called "the address for service" where process and other documents not required to be served on the defendant personally may be left for him.

(2) Such address shall not be more than half a mile from the General Post Office, Perth.

(3) Where a solicitor is agent for another solicitor he shall add his own name or firm name and place of business and the name or firm name and place of business of the principal solicitor.

(4) A statement of defence which does not comply with the provisions of this rule shall not be received for filing.

6. A defendant or person who has not filed a statement of defence need not, unless these rules otherwise direct or the Court or a Judge orders the contrary, be served with any document or given any notice.

7. On receipt of a statement of defence it shall forthwith be entered in the cause book.

8. Notwithstanding that the time prescribed for filing a statement of defence has expired the defendant may file a statement of defence without leave before any step has been taken in default.

9. In probate actions any person not named in the writ as a defendant but who has a sufficient interest may intervene and file a statement of defence in the action on filing an affidavit showing the nature of his interest.

10. Any person not named as a defendant in a writ of summons for the recovery of land may by leave of the Court or a Judge file a statement of defence on filing an affidavit showing that he has an interest in the land which would be prejudiced or frustrated if an order for recovery were made without his being a party.

11. Where a person not named as a defendant in a writ of summons for the recovery of land has obtained leave of the Court or a Judge to defend he shall in all subsequent proceedings be named as a party defendant in the action.

Order XIII.

Default of Defence.

General.

1. Liquidated Claims, etc.—Where a defendant makes default in the filing and delivery of a statement of defence the plaintiff shall forthwith on filing an affidavit of service of the writ of summons be entitled to enter final judgment against the defendant in so far as the claim is for—

- (a) a debt or liquidated demand with or without interest;
- (b) recovery of land;
- (c) recovery of possession of a specific chattel;
- (d) possession of any property forming security for the payment of money where the right to possession has arisen under the security.

2. (1) Claims for Damages.—Where the plaintiff's claim is for damages and the defendant makes default in the filing and delivery of a statement of defence the plaintiff on filing an affidavit of service of the writ of summons shall be entitled to enter an interlocutory judgment against the defendant and obtain an order for directions for the assessment of damages. The defendant shall not be heard on any assessment of damages unless at least 7 days prior to the date fixed for trial he has filed, and served on the plaintiff, a notice of his intention to contest the damages (and where he challenges any item of special damages has specified the item in the notice) and he shall not be allowed to adduce any evidence save in mitigation of damages.

(2) Reference to Judge in case of Doubt.—Notwithstanding that in any case the plaintiff may be entitled under the foregoing rules to enter final judgment or to enter an interlocutory judgment in default of defence the Master may in case of any doubt or difficulty refer the question of the entry of the judgment to a Judge for directions.

(3) Assessment of Value.—Where the plaintiff desires to obtain an assessment of the value of a specific chattel, or where he has obtained a judgment for the recovery or delivery of the chattel and has failed to recover, a Judge may make an order for the assessment of the value of the chattel.

(4) Other Cases.—In all other cases where the defendant makes default in the filing and delivery of a statement of defence the plaintiff on filing an affidavit of service of the writ of summons shall be entitled to apply to a Judge on motion for judgment according to the exigencies of the case and shall file minutes of the proposed order on judgment with the motion. On the hearing of the motion the Judge may require all or any part of the claim to be supported by evidence, oral or on affidavit, and may in his discretion adjourn the case into open court for the taking of evidence, and notwithstanding that no defence has been filed may order notice of the further consideration of the case to be served on such parties as he may think advisable.

3. Where there are more defendants than one the plaintiff shall be entitled to enter final judgment or interlocutory judgment or set the case down on motion for judgment, according to the nature of the claim, against such of the defendants as are in default and to proceed to execution against them, without prejudice however to the plaintiff's right to proceed with the action against such defendants as have filed statements of defence.

4. Where in the one statement of claim there are several subject matters of claim the relevant provisions of these rules shall apply to any head of claim as to which default has been made in filing and delivery of a statement of defence, or to any part of such head as to which such default has been made.

5. Where judgment is entered pursuant to any of the preceding Rules of this Order it shall be lawful for the Court or a Judge to set aside or vary such judgment with or without terms.

Persons under Disability.

6. (1) Where a guardian *ad litem* who represents an infant or person of unsound mind makes default in filing and delivery of a statement of defence the plaintiff shall be entitled to proceed as if the defendant were a person of full age or of sound mind.

(2) Where an infant is defendant and no guardian *ad litem* for the defendant is on the record the plaintiff may apply to a Judge for an order for some proper person to be appointed as guardian to defend on behalf of the infant and no further step shall be taken except by leave of a Judge until such appointment has been made, unless the Judge dispenses with the same for good cause.

(3) No order shall be made unless it appears that the writ of summons was duly served and that notice of such application was, after the expiration of the time allowed for filing a statement of defence and at least 4 clear days before the day named in such notice for hearing the application served on—

- (a) the person, if there is such a person, with whom or under whose care the infant was at the time of service of the writ of summons; and also on
- (b) the father or mother or other legal guardian of the infant when the infant does not reside with or under the care of such father or mother or legal guardian:

Provided that the Judge may dispense with service on the father or mother or other legal guardian and may dispense with service of notice altogether where the Judge is of the opinion that service would be impracticable or useless.

(4) Where a person of unsound mind is defendant and, after service of the writ of summons, no guardian *ad litem* for the defendant is on the record the plaintiff may apply to a Judge for an order for some proper person to be appointed as guardian to defend on behalf of the person of unsound mind and no step in default shall be taken except by leave of a Judge until a guardian *ad litem* to defend has been appointed.

Order XIV.

Rule 1, as promulgated on the 1st day of December, 1950, is amended by striking out all words in Subrule (1) commencing with the words "The plaintiff" in line 1 down to and including the word "cases" in line 3 and substituting the following:—"The plaintiff may apply to a Judge at any time within 7 days after the filing of a statement of defence for leave to enter final judgment against the defendant in any of the following cases."

1. Orders XVI, XVII, XLVIII and LVII are rescinded.
2. The following new orders are promulgated:—
Order XVI—Parties.
Order XVII—Interpleader.
Order XVIIA—Change of Parties by Death.
Order XVIIIB—Consolidation of Pending Actions and Matters.
3. Order XLVII is amended as follows:—
Rules 1 and 2 are rescinded.
Rule 3 is amended by striking out the words "under Rule 1" in line 2.

Order XVI.

Parties.

Generally.

1. No person shall be entitled to be both plaintiff and defendant in the same action or matter whether in a personal or a representative capacity.

Obligation to join Plaintiffs.

2. Except as hereinafter mentioned it shall not be obligatory on a plaintiff who has a right of action on his own account to join as plaintiff any other person who has a similar interest in the subject matter. But where the plaintiff has a union or similarity of interest with other persons and the Court or a Judge is of opinion that in order to save a multiplicity of actions and to quiet all claims in reference to the subject matter it is expedient that the plaintiff should join such other persons the Court or a Judge may order accordingly and the plaintiff shall join such of them as are willing to be joined as plaintiffs.

3. Where some persons with a common interest object to being joined as plaintiffs and are opposed to the plaintiff's claim the Court or a Judge may order that they shall be made defendants but no such person shall be made a defendant who files notice in writing that he acquiesces in the plaintiff's claim but nevertheless does not desire to be made a party in either capacity.

4. Where the circumstances are such that the plaintiff would be entitled to make application for leave to bring a representative action under the rule relating thereto the Court or a Judge may, notwithstanding that no application has been made by the plaintiff, order that the action shall proceed as a representative action and make all necessary directions for amendment and notices to persons interested.

Permissive Right to join Other Plaintiffs.

5. Subject as hereinbefore mentioned a plaintiff shall not be obliged to join as co-plaintiffs any other persons having an interest with him in the subject matter of the claim, but all persons may be joined in one action as plaintiffs, in whom any right to relief in the same transaction or event or series of transactions or events is alleged to exist, whether jointly or severally or jointly and severally or in the alternative, where if such persons brought separate actions any common question of law or fact would arise: Provided that if upon the application of any defendant it shall appear that such joinder may embarrass or delay the trial of the action the Court or a Judge may make such order as may be expedient, and judgment may be given for such of the plaintiffs as may be found to be entitled to relief. But the defendant, though unsuccessful, shall be entitled to his costs occasioned by so joining any person who shall be found not entitled to relief unless the Court or a Judge in disposing of the costs shall otherwise direct.

Permissive Right to join Other Defendants.

6. All persons may be joined as defendant against whom the right to any relief in the same transaction or event or series of transactions or events is alleged to exist, whether jointly or severally or jointly and severally or in the alternative; and judgment may be given against such of the defendants as may be found to be liable according to their respective liabilities, without any amendment.

7. It shall not be necessary that every defendant shall be interested as to all the relief claimed or as to every cause of action included in the claim; but the Court or a Judge may give directions to prevent any defendant from being embarrassed or put to expense by being required to attend any proceedings in which he may have no interest.

8. Where the plaintiff is in doubt as to the person from whom he is entitled to redress he may join two or more defendants, to the intent that the question as to which, if any, of the defendants is liable and to what extent may be determined as between all parties.

Representative Actions.

9. In addition and without prejudice to the powers conferred by any rule as to the joinder of persons as plaintiffs or defendants, or the representation of any person or class of persons, where—

- (a) more than 10 persons have the same interest in maintaining or defending a claim; or
- (b) it is difficult to ascertain the persons who are members of a class entitled to maintain or defend a claim by reason of—
 - (i) their being so numerous; or
 - (ii) constant changes in the membership of the class; or
 - (iii) their not being readily traceable or accessible,

a plaintiff may apply to a Judge prior to the commencement of the action for an order permitting him to sue on behalf of all persons who, he claims, have interests in common with his own, or to sue (as the case may be) some person or persons on behalf of all persons who, the plaintiff alleges, have interests in common with such person or persons in the subject matter of the action. Where a Judge permits representation under this rule the action shall be known as a "Representative Action."

10. Before making any such order the Judge may require notice to be given individually to all known or to a substantial number of the members of the class at their last known or usual places of abode in such manner as the Judge may direct and may further order that notice be given by public advertisement of the intended action, and in every such case any person who claims to be a member of the class or to have an interest in the subject matter shall be entitled to come in and be heard within such time as may be limited by the notice.

11. No representative action shall be discontinued or compromised before judgment except after such notice to persons interested, either individually or by advertisement or by both such methods, as the Court or a Judge shall deem sufficient.

12. A judgment in a representative action shall be binding on all members of the class, original or substituted.

13. The Rules relating to representative actions shall apply to all types of action, however grounded.

Misjoinder, Error in Naming or Citing Parties.

Powers in Relation Thereto Generally.

14. Where an action has been commenced in the name of a wrong person as plaintiff, or where it is doubtful whether it has been commenced in the name of the right plaintiff, the Court or a Judge may order any other person who consents in writing to be substituted or added as plaintiff with or without terms.

15. Where in an action any person has been improperly or unnecessarily joined as a co-plaintiff, and a defendant has set up a counterclaim or set-off, he may obtain the benefit thereof by establishing his counterclaim or set-off as against any plaintiff other than the co-plaintiff so joined, notwithstanding the misjoinder of such plaintiff or any proceeding consequent thereon.

16. (1) No action or matter shall be defeated by reason of the misjoinder or nonjoinder of parties, and the Court may deal with the matter in controversy as regards the rights and interests of the parties actually before it.

(2) The Court or a Judge may at any stage of the proceedings, either upon or without the application of any party, and with or without terms, order that any parties improperly joined be struck out and that any persons who ought to have been joined, or whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the action or matter, be added as parties.

(3) No person shall be added as a plaintiff without his consent in writing.

(4) Every party added as defendant shall be served with the writ of summons or the originating process or notice in manner hereinafter mentioned, or in such manner as may be prescribed by any special order, and the proceedings as against such party shall be deemed to have begun only on the service of such writ or process or notice.

17. Any application to add or strike out or substitute a plaintiff or defendant may be made to the Court or a Judge at any time before trial by motion or summons, or at the trial in a summary manner.

18. Where a defendant is added, struck out or substituted the writ of summons or originating process shall be amended accordingly and the plaintiff shall, unless otherwise ordered by the Court or a Judge, file a copy of the writ or originating process as amended, and serve any new defendant with such amended writ or originating process or notice in lieu of service thereof in the same manner as original defendants are served.

Relator Actions.

19. In all relator actions the plaintiff shall file with the writ of summons or originating process the consent of the Attorney General to the action being brought.

Persons Under Disability.

20. (1) Unless a Judge otherwise orders an infant or person of unsound mind shall sue or defend by a guardian *ad litem*. An infant over 14 years of age may appoint a guardian *ad litem* (Forms Nos. 1 and 2, Part II, Appendix A).

(2) Where service has been made on an infant or person of unsound mind, no further step shall be taken except by leave of a Judge until a guardian *ad litem* is on the record.

(3) If no guardian *ad litem* is on the record within the time limited for filing the statement of defence the Court, on the application of the plaintiff, may order that some fit and proper person be appointed guardian *ad litem*.

(4) A Judge may by order permit an infant to sue or defend without a guardian *ad litem* on being satisfied that the infant is not living under the protection of a parent or guardian and that the circumstances of the case render it unnecessary that the infant should sue or defend by a guardian *ad litem*.

(5) Subject as hereinafter provided a person of unsound mind shall be represented by his committee or the manager of his estate appointed under the Lunacy Act, 1903 (No. 15 of 1903), as amended, or, where no committee or manager has been appointed, by any other person otherwise competent to act.

(6) Subject to the preceding provisions any person of full age may act as guardian *ad litem*.

(7) A person who agrees to act in any such capacity shall sign a consent (Form No. 3, Part II, Appendix A) which shall be attested by the solicitor for the party or by a commissioner for affidavits or a justice of the peace.

(8) Before the proposed guardian *ad litem* shall be entitled to represent the party under disability the solicitor for the party shall testify on affidavit as to the fitness of the proposed guardian and that the proposed guardian has no interest adverse to that of the party to be represented (Form No. 4, Part II, Appendix A): Provided that where such party has no solicitor acting on his behalf the Judge may accept an affidavit from any responsible person who in the opinion of the Judge is able to depose to the facts.

21. Any such guardian *ad litem* may be removed by a Judge on sufficient ground being shown, or such guardian may on his own motion be permitted by the Judge to retire.

22. (1) In the case of the removal or retirement of a guardian *ad litem* a Judge may approve of the appointment of another or dispense with any further appointment.

(2) In the case of the death of a guardian *ad litem* the action shall not proceed until another guardian is appointed in the manner of the original appointment or a Judge permits the action or matter to proceed without a further appointment.

23. The Court may make an order as to costs against a guardian *ad litem*: Provided that the Court may in its discretion order payment of costs to be made out of any property of the infant or person of unsound mind.

Partnerships.

24. (1) Partners may sue or be sued in the firm name (if any) and action against a firm in the firm name shall be sufficient to include all partners constituting the firm.

(2) The Rules relating to interrogatories, discovery and inspection shall be available at the instance of any party for the purpose of ascertaining the names and identity of all persons who constitute the partners suing or being sued in a firm name or who were at any material time partners in the firm.

(3) Without prejudice to the enforcement of any order for interrogatories, discovery or inspection by attachment the Court may—

(a) stay any action by a firm in its firm name until, or

(b) order that any defence by a firm in its firm name be struck out unless,

particulars of the constituent partners have been furnished to any opposite party requiring such particulars, within the time fixed by the Court.

Probate Actions.

Administration of, and Claims by or against, Deceased Persons' Estates.

Execution of Trusts.

25. (1) Any person who has a possible interest as beneficiary, or an interest as creditor, in the estate of a deceased person may sue or be sued in proceedings relating to probate or to administration of the estate.

(2) Parties to actions concerning the estate of a deceased person may be plaintiffs, defendants, interveners or parties cited.

(3) Interveners shall be bound by the proceedings up to the time of their intervention and except by special leave of the Court shall not be permitted to traverse or impeach any step taken or decision made prior to the time of intervention.

26. If a person who appears to have had an interest in any issue or question in any action or matter has died and has no legal personal representative the Court or a Judge may proceed notwithstanding to determine the matter, or may appoint some person to represent his estate, or may require notice to any persons the Court or Judge shall think fit, either individually or generally by public advertisement. Any order subsequently made shall bind the estate of the deceased.

27. (1) Trustees and legal personal representatives may sue and be sued on behalf of the estate, funds, or property of which they are trustees or representatives, without joining any of the persons beneficially interested, and shall be considered as representing such persons.

(2) The Court or a Judge may, however, at any stage of the proceedings order any of such persons to be made parties either in addition to or in lieu of the previously existing parties.

(3) Without prejudice to its general provisions this Rule shall apply to trustees, executors, and administrators sued in proceedings to enforce a security by foreclosure or otherwise.

28. (1) Where in any action or matter the Court or a Judge has tried or determined any issue relating to the administration of the estate of a deceased person or the execution of any trust or to any transaction or proposed transaction relating to property and has directed that the minutes of the proposed judgment or order should stand for further consideration, the Court or Judge may further direct that any other person who appears to be interested but who was not made a party shall be served with a notice of the proposed judgment or order (Form No. 24, Appendix G), and shall appoint a time within which the person so served shall be entitled to come in and be represented.

(2) Any person so served shall be at liberty within the time limited by the order to apply to the Court or a Judge to discharge the notice to such person on the ground that he has no interest and no person claiming under him has any interest in the matter in issue; or to apply to the Court or a Judge to discharge, vary, or add to the judgment or order.

(3) Any person who is represented pursuant to such notice or who, the notice not having been discharged, neglects to come in shall be bound by the judgment or order.

29. In any action for the administration of the estate of a deceased person no party other than the legal personal representative shall, unless by leave of the Court or a Judge, be entitled to appear either in Court or in Chambers on the claim of any person not a party against the estate in respect of any debt or liability. The Court or a Judge may direct or give liberty to any other party to appear, either in addition to or in the place of the legal personal representative with or without terms.

30. In an action for the administration of the estate of a deceased person or for the execution of any trust or the determination of any question arising therein a plaintiff suing as legal personal representative or trustee or having an interest in the estate or trust property may join some or one only of any other persons entitled to an interest in the estate or trust property without joining all other persons so entitled.

31. Where in any action or matter concerning the estate of a deceased person, property subject to a trust, or the construction of a written instrument (including a statute or a regulation made under a statute), or where in any such action or matter a compromise is proposed, it appears that any person or class of persons is or may become entitled to any interest in possession, reversion, remainder or expectancy, but—

- (i) cannot be ascertained or readily ascertained; or
- (ii) cannot be found; or
- (iii) is not a party to the proceedings,

the Court or a Judge may appoint one or more persons to represent such person or class and the judgment or order made therein, after due service on or notice of the proceedings to the person or persons so appointed, shall be binding on the persons or classes represented.

Third Party Procedure.

32. (1) Where in any action a defendant claims as against any other defendant or as against any person not already a party (hereinafter in either case called "the third party")—

- (a) that he is entitled to contribution or indemnity; or
- (b) that he is entitled to any relief or remedy relating to or connected with the subject matter of the action and substantially the same as some relief or remedy claimed by the plaintiff; or
- (c) that any question or issue relating to or connected with the subject matter is substantially the same as some question or issue arising between the plaintiff and the defendant and should properly be determined as between any of the parties,

the defendant claiming may, subject to these rules, issue and serve a third party notice on the other defendant or person against whom the claim is made.

(2) The notice shall state the grounds of the claims, the question or issue sought to be determined, and the extent of any relief or remedy claimed (Form No. 1, Appendix B) and shall be sealed and served on the third party in the same manner as a writ of summons is sealed and served, and with it shall be served a copy of the writ of summons or originating summons and of all other pleadings and affidavits up to the time of the bringing in of the third party.

(3) A copy of the notice shall be served on all other parties.

(4) The notice shall be served within the time limited for filing the statement of defence or, where the notice is served by a defendant to a counter-claim, within the time limited for filing the reply.

33. A third party on whom a third party notice has been served may issue a third party notice against any other person as if the third party originally served were a defendant and the successive third party were an original third party, and so on in succession, and the provisions of these rules with the necessary modifications shall apply.

34. The third party proceedings may at any time be set aside by the Court or a Judge.

35. Unless a third party notice has been previously set aside, a third party shall file and deliver a statement of defence within 14 days from the service on him of the third party notice, or within such further time as may be directed by the Court or a Judge either in the notice or by some subsequent order or orders.

36. (1) If the third party file a statement of defence any party may apply to the Court or a Judge for directions and shall serve notice of the application on all other parties.

(2) The Court or a Judge may—

- (a) where the liability of the third party is established on the hearing of the application, order such judgment to be entered as the nature of the case may require; or
- (b) if satisfied that there is a question or issue proper to be tried as between any of the parties, give directions for the trial of the question or issue.

(3) Directions may be given either before or after any judgment has been signed by the plaintiff against the defendant and may be varied from time to time and may be rescinded.

37. The Court or a Judge may on the hearing of the application for directions—

- (a) give any third party liberty to defend the action or any other claim arising therein, either alone or jointly with the original defendant;
- (b) give such procedural directions as may be necessary for properly bringing the matters in issue before the Court.

38. Where any question or issue on a third party notice is tried, the Judge may enter such judgment in respect of any third party claim as the nature of the case may require, and may grant to the defendant or to any third party any relief or remedy which might properly have been granted if the third party had been made a defendant in an action against him by the defendant or any other third party.

39. Except as to costs, no execution shall issue without leave at the instance of a party who has issued a third party notice and obtained judgment thereon unless his liability for the claim against him and on which his third party claim was based has been satisfied at least to the extent of the third party liability which he claims to enforce under the judgment.

40. If a third party does not file and deliver a statement of defence, or has his defence to the third party claim struck out, he shall be bound by any judgment given in the action and by any decision therein on any question specified in the notice, and judgment shall be entered accordingly against him in respect of the claim made under the third party notice.

41. Any party entitled to enforce a judgment against a third party may apply on motion or summons to the Court or a Judge for an order to determine the several rights and liabilities of the parties.

42. A judgment obtained against a third party by default may be set aside or varied by the Court or a Judge with or without terms.

43. In this Order the words "plaintiff" and "defendant" respectively shall include a plaintiff and a defendant to a counter claim.

Order XVII.

Interpleader.

1. Relief by way of interpleader may be granted—
 - (a) where the person seeking relief (called the applicant) is under liability—
 - (i) to yield up or give possession of any land; or
 - (ii) to perform a contract; or
 - (iii) for any debt or money; or
 - (iv) to yield up goods or chattels or any document, muniment of title, or security,in respect of which he is or expects to be sued by two or more parties (called the claimants) making adverse claims; or
 - (b) where the applicant is the Sheriff or other officer charged with the execution of process under the authority of the Court, and claim is made to any land, goods, chattels, or money taken or intended to be taken in execution, or to the proceeds or value of any such land, goods, or chattels by any person other than the person against whom the process is issued.
2. The applicant must satisfy the Court or a Judge—
 - (a) that the applicant claims no interest in the subject matter other than for charges or costs; and
 - (b) that the applicant does not collude with any of the claimants; and
 - (c) that the applicant (except where he is the Sheriff or other officer charged with the execution of process of the Court, who has seized goods and withdrawn from possession in consequence of the execution creditor admitting the claim) does not dispute his liability to one or other of the rival claimants and is willing to dispose of any property involved in such manner as the Court or a Judge may direct.
3. Where the applicant is a defendant, application for relief may be made at any time after the service of the writ of summons.
4. The applicant may take out a summons calling on the claimants to appear and state the nature and particulars of their claims and either to maintain or relinquish them.
5. If the application is made by a defendant the Court or a Judge may stay all further proceedings.
6. If the claimants appear in pursuance of the summons the Court or a Judge may order either that any claimant be made a defendant in any action already commenced in respect of the subject matter in dispute in lieu of or in addition to the applicant, or that an issue between the claimants be stated and tried, and in the latter case may give directions as to which of the claimants is to be plaintiff and which defendant, and as to the method of trial and such other directions as may be necessary in the circumstances.
7. The Court or a Judge may, with the consent of both claimants or on the request of any claimant dispose of the merits of their claims and decide the same in a summary manner.
8. Where the question is one of law, and the facts are not in dispute, the Court or a Judge may either decide the question without directing the trial of an issue, or order that a special case be stated for the opinion of the Court. If a special case is stated Order XXXIII shall, as far as applicable, apply.
9. If a claimant, having been duly served with a summons calling on him to appear and maintain or relinquish his claim does not appear in pursuance of the summons, or, having appeared, neglects or refuses to comply with any order made after his appearance, the Court or a Judge may make an order declaring him and all persons claiming under him barred against the applicant and persons claiming under him.
10. Whenever it appears desirable from the nature of the subject matter or the parties agree, the Court or a Judge may order the sale of the whole or any part thereof and direct the application of the proceeds according to the rights of the parties as determined on the interpleader proceedings.
11. The Rules relating to discovery, interrogatories and inspection, and the trial of actions shall apply to interpleader issues with the necessary modifications.

12. Where in any interpleader proceeding it is necessary or expedient to make one order in several actions or matters, such order may be made by the Court or by the Judge before whom the proceeding may be taken, and shall be entitled in such actions or matters; and any such order (subject to the right of appeal) shall be binding on the parties therein.

13. (1) Where a claim is made to any property taken in execution it shall be in writing and the claimant shall endorse thereon an address for service which shall not be more than half a mile from the General Post Office, Perth, where notices and other documents in the proceedings not required to be served on the claimant personally may be left for him.

(2) Upon the receipt of the claim the Sheriff or his officer shall forthwith give notice thereof to the execution creditor (Form No. 28 Appendix B), and the execution creditor shall within four days after receiving the notice give notice to the Sheriff or his officer whether he admits or disputes the claim (Form No. 29 Appendix B). If the execution creditor admits the title of the claimant and gives notice as directed he shall only be liable to the Sheriff or officer for any fees and expenses incurred prior to the receipt of the notice admitting the claim.

14. When the execution creditor has given notice to the Sheriff or his officer that he admits the claim of the claimant, the Sheriff may thereupon withdraw from possession of the property claimed, and may obtain an order protecting him from any action in respect of the seizure and possession.

15. (1) Where the execution creditor does not in due time admit or dispute the title of the claimant to the property, and the claimant does not withdraw his claim by notice in writing to the Sheriff or his officer, the Sheriff may apply for an interpleader summons to be issued, and service of the summons on the claimant may be effected at the address for service either by personal service upon the claimant or by registered post.

(2) Should the claimant withdraw his claim by notice in writing to the Sheriff, or his officer, or the execution creditor serve an admission of the title of the claimant prior to the return day of such summons, and at the same time give notice of such admission to the claimant, the Judge may make all necessary orders as to costs and expenses.

Order XVIIIA.

Change of Parties by Death, Devolution, Assignment, etc.

1. An action or matter shall not abate merely by reason of the death of a party if the cause of action survive, nor shall it abate by reason of the bankruptcy of a party or by reason of any assignment or devolution or creation of any estate or interest *pendente lite*.

2. Whether the cause of action survive or not an action or matter shall not abate by reason of the death of any party between the verdict or finding of the issue of fact and the judgment.

3. In any of the cases mentioned in the preceding rules the Court or a Judge may make all such orders as are necessary for joining the legal personal representative, trustee, or other successor in interest for effectively dealing with the subject matter, and in general the rules applicable to the joining of parties shall apply with necessary modifications, and any application to amend the record and add or substitute new parties may be made *ex parte*.

4. An order under the preceding rule shall be served on all parties continuing in the action or matter and the new or substituted parties in such manner as may be directed, and where it is necessary for a new or substituted party to deliver a pleading or take any other formal step all necessary directions shall be made in the order.

5. A person served with an order may move to discharge the order within 12 days from the date of service on the ground that he has no interest in the subject matter or does not desire to contest the same.

6. Where a party in an action or matter dies and the cause of action survives but the person entitled to proceed neglects to do so within such time as may be ordered judgment may be entered for the opposite party.

Order XVIIIB.

Consolidation of Pending Actions and Matters.

1. Whenever any issues between the same parties can be conveniently tried together, or whenever it appears desirable notwithstanding that the parties are not identical and that the evidence necessary to prove the issues is not identical, the Court or a Judge may consolidate any number of actions or matters in order to quiet all claims relating to one subject matter, transaction or event, or to substantially similar subject matters, transactions or events.

2. In the exercise of jurisdiction under this Order the Court or a Judge may order the consolidation with any action pending in the Supreme Court of any local court action which is triable by the Court or a Judge.

3. The Court or a Judge shall make all necessary directions for the pre-trial procedure and for the trial or determination of such consolidated actions or matters.

Order XXX.

(As promulgated 1/12/1950.)

1. Rule 1 is amended by inserting the words "list of documents" after the word "affidavit" in paragraph (c).

2. Subrule (1) of Rule 4 is amended by striking out "(b) or" in the first line.

Order LXV.

Rule 35 is amended by adding after paragraph (35) a new paragraph (35a) as follows:—

(35a) Where the Court or a Judge orders taxation of any costs and by the terms of the order or by the effect of the order the costs are to be apportioned as between parties, or a party is entitled to receive costs applicable to any part of the action or proceeding, then in case of any doubt or difficulty arising on taxation there shall be deemed to be reserved in every such order an authority to the Taxing Officer or any party to refer the question to a Judge.

The Rules of the Supreme Court are amended consequentially to the extent set out in the Schedule hereunder:—

The Schedule.

Order No.	Rule No.	Amendment.
II	3	Strike out the words "Forms Nos. 1 and 2" in line 3 and substitute "Form No. 1".
	5	Strike out the words "Forms Nos. 3 and 4" in line 3 and substitute "Form No. 3". Strike out the words "Forms Nos. 5 and 6" in line 5 and substitute "Form No. 5".
	8	Rescinded.
III	7 as amended 1/12/50	Strike out the word "appearance" in line 3 and substitute "filing a statement of defence".
VII	1	Strike out the word "appeared" in line 3 and substitute "filed and served a statement of defence".
IX	1	Strike out the words "enters an appearance" in lines 2 and 3 and substitute "does so".
	8	Rescinded.
XI	4	Strike out the words "enter an appearance" in line 3 and substitute "file and serve a statement of defence".
XV	1	Strike out the words "fails to appear or does not after appearance" in lines 2 and 3 and substitute "fails to file and serve a statement of defence or does not after filing and serving a statement of defence".
	2	Strike out the words "entering an appearance" in the last two lines and substitute "filing and serving a statement of defence".
XIX	10 as amended 1/12/50	Strike out the word "appears" in line 4 and substitute "files a defence". Strike out the word "appear" in line 5 and substitute "file a defence".
	29	Strike out the words "after appearance and before any pleading is delivered" in line 5 and substitute "after filing statement of defence".
XXI	6 as amended 1/12/50	Rescinded.
	8	Rescinded.
	12	Strike out the words "be summoned to appear by being served" in lines 2 and 3 and substitute the words "be served".
XXVIII	13	Strike out the words "appear thereto" in line 2 and substitute "file and serve a statement of defence thereto". Strike out the words "to appear" in line 3.
	2	Strike out the words "the appearance of the defendant who shall have last appeared" in lines 5 and 6 and substitute "the service of the statement of defence of the defendant who shall have last filed a statement of defence".
	1	Strike out the word "appearance" in line 6 and substitute "filing of statement of defence".
XXXIV	10 as amended 23/1/48	Strike out the word "appearance" in line 5 and substitute "the filing of the statement of defence".
	11 as amended 23/1/48	Strike out the words "entered an appearance" at the end of paragraph (a) and substitute "filed and served a statement of defence".

Order No.	Rule No.	Amendment.
	16 as amended 23/1/48	Strike out the words "entered an appearance" at the end of subrule (2) and substitute "filed and served a statement of defence".
XXXIX	9	Strike out the word "appeared" at the end of line 1 and substitute "filed a statement of defence".
	10	Strike out the words "not appeared or has appeared in person" in lines 1 and 2 and substitute "filed a statement of defence in person or has not filed a statement of defence at all".
XLIII	1	Strike out the word "appeared" in line 24 and substitute "filed and served a statement of defence".
XLIII	1	Strike out the word "appeared" in line 25 and substitute "filed and served a statement of defence".
		Strike out the words "if there has been no appearance" in line 26 and substitute "if no statement of defence has been filed and served".
XLVII	5	Strike out the word "appear" in line 2 and substitute "file a statement of defence".
	6	Rescinded.
	7	Strike out the words "enter an appearance" in lines 1 and 2 and substitute "file and serve a statement of defence".
		Strike out the word "appearance" in line 3 and substitute the word "defence".
		Strike out the word "appearance" in lines 4 and 5 and substitute "defence".
		Strike out the words "entered an appearance" in line 5 and substitute "filed and served a statement of defence".
	8	In paragraph (b) strike out the word "appeared" in line 1 and substitute "filed a statement of defence".
		In paragraph (c) strike out the word "appear" at the end of the paragraph and substitute "file a statement of defence".
XLIX	7	Strike out the words "at any time after appearance by the party making the application" in lines 8 and 9 and substitute "at any time after the party making the application has filed and served a statement of defence".
LI	8	Strike out the words "to appear, has not appeared within the time limited for that purpose" at the end of the rule and substitute "has not filed a statement of defence within the time limited for that purpose".
	9	Strike out the words "the appearance of such defendant" at the end of the rule and substitute "the filing of a statement of defence by such defendant".
LII	15	Strike out the figure "LVII" in line 4 and substitute "XVII".
LIII	8	Strike out the words "enter appearances in the Central Office and give notice thereof" at the end of the rule, and substitute "file a notification in the Central Office that they intend to be heard at the hearing, and give notice thereof to the other parties".
	17	Strike out paragraph (d).
LXV	22	Strike out the words "appearing in person, and of the solicitors of the parties not appearing in person" in lines 6 and 7 and substitute "filing defences in person, and of the solicitors of the parties not filing defences in person".
LXVII	4	Strike out the words "Where no appearance has been entered for a party" at the beginning of the rule and substitute "Where no statement of defence has been filed and served by or on behalf of a party".
	7	Strike out the word "appeared" in line 1 and substitute "filed a statement of defence".
	8	Strike out the word "appears" in line 1 and substitute "files a statement of defence".
		Strike out the word "appears" in line 3 and substitute "files a statement of defence".

The Scale of Filing Fees as promulgated on the 29th October, 1948, is amended by striking out the heading "Appearances" and Items 8 and 9 thereunder.

The following consequential amendments are made to the Forms in the Appendices to the Rules:—

1. Forms Nos. 1 and 2 in Part I of Appendix A are abolished and the following new form is substituted for Form No. 1:—

No. 1.

GENERAL FORM OF WRIT OF SUMMONS WITH STATEMENT OF CLAIM ENDORSED.

19..... (here put the letter and number).

In the Supreme Court of Western Australia.

Between A.B. Plaintiff, and C.D. Defendant.

George the Sixth, by the Grace of God, of the United Kingdom of Great Britain and Northern Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

To C.D. of..... in the State of Western Australia.

We command you, that within..... days after the service of this Writ on you, exclusive of the day of such service, you cause a statement of defence to be filed for you in an action at the suit of the abovenamed plaintiff; and take notice that in default of your so doing the plaintiff may proceed therein and judgment may be given in your absence.

Witness..... Chief Justice of Western Australia the..... day of..... in the year of Our Lord 19.....

(Memoranda to be subscribed on Writ):

IF YOU INTEND TO DEFEND THIS ACTION A STATEMENT OF DEFENCE SHOULD BE PREPARED AND FILED ON YOUR BEHALF AS SOON AS POSSIBLE. DELAY MAY PREJUDICE YOUR DEFENCE OR INVOLVE YOU IN ADDITIONAL COSTS.

N.B.—This writ is to be served within 12 calendar months of the date thereof or if renewed within 6 calendar months of the date of the last renewal including the day of such date.

The defendants may file a statement of defence in the Central Office of the Supreme Court at Perth either personally or by a solicitor and a copy of such defence must be served on the plaintiff or his solicitor within 24 hours after the filing thereof.

The statement of defence must be in the form, and contain the endorsements, prescribed by the Rules.

Statement of Claim.

Place of trial.....

(Signed).....

(Where the plaintiff's claim is for a liquidated demand only add the following):—

If within the time stated for filing a statement of defence the defendant pays to the plaintiff or to his solicitor or into Court the amount claimed together with the sum of..... being the costs incurred by the plaintiff up to and including the service of this writ, all further proceedings will be stayed: Provided that the defendant may notwithstanding the payment of such costs have the same taxed by the Taxing Officer of the Court and if more than 1/6th be disallowed the plaintiff shall pay the costs of taxation.

This writ was issued by the plaintiff who resides at..... and whose address for service is.....

(or)

This writ was issued by..... of..... whose address for service is..... solicitor for the plaintiff, who resides at.....

(or)

This writ was issued by..... of..... whose address for service is..... and who is agent for..... of..... solicitor for the plaintiff, who resides at.....

This writ was served by me on the defendant..... on the..... day of..... 19.....

Endorsed the..... day of..... 19.....

(Signed)

(Address)

2. Forms Nos. 3 and 4 in Part I of Appendix A are abolished and the following new form is substituted for Form No. 3:—

No. 3.

WRIT FOR SERVICE OUT OF THE JURISDICTION OR WHERE NOTICE IN LIEU OF SERVICE IS TO BE GIVEN OUT OF THE JURISDICTION.

[Title, etc., as in Form No. 1.]

George the Sixth, by the Grace of God, etc.

To C.D. of.....

We command you, that within (here insert the number of days ordered by the Court or Judge ordering service or notice) after the service of this writ (or notice of this writ (as the case may be)) on you exclusive of the day of such service, you cause a statement of defence to be filed for you in an action at the suit of the abovenamed plaintiff; and take notice that in default of your so doing the plaintiff may proceed therein and judgment may be given in your absence.

Witness, etc.

[Memoranda, endorsements and Statement of Claim as in Form No. 1.]

[Endorsement to be made on the Writ before the issue thereof.]

This writ is to be used where the defendant or all the defendants or one or more defendant or defendants is or are out of the jurisdiction. When the defendant to be served is not a British subject and is not in British dominions, notice of the writ, and not the writ itself, is to be served upon him.

3. Forms Nos. 5 and 6 in Part I of Appendix A are abolished and the following new form is substituted for Form No. 5:—

No. 5.

NOTICE OF WRIT IN LIEU OF SERVICE TO BE GIVEN OUT OF THE JURISDICTION.

[Title, etc., as in Form No. 1.]

To C.D. of.....

Take notice that.....of..... has commenced an action against you in the Supreme Court of Western Australia by writ of that Court issued on the.....day of.....19..... which writ is endorsed as follows:—

(Copy in full the Statement of Claim and the Endorsements.)

And you are required within.....days after the receipt of this notice, exclusive of the day of such receipt, to cause a statement of defence to be filed for you in the action; and take notice that in default of your so doing the plaintiff may proceed therein and judgment may be given in your absence.

(Signed) A.B. of.....etc.

or

X.Y. of.....etc.
Solicitor for A.B.

4. Part II of Appendix A is rescinded and the following new Part and Forms are inserted:—

Part II.

Forms relating to the Appointment of Guardians *ad Litem*.

No. 1.

APPOINTMENT OF A GUARDIAN *AD LITEM* BY A PROPOSED PLAINTIFF INFANT.

[Title]

I,.....of.....an infant who was born at.....on the.....day of.....19.....hereby appoint.....of.....(occupation).....(my lawful father, or as the case may be) to take and prosecute an action against.....of.....for.....(Or, to make an application on my behalf for.....) and to make such other claim for relief as the said.....may consider necessary on my behalf.

As witness my hand the.....day of.....19.....

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

No. 2.

APPOINTMENT OF A GUARDIAN AD LITEM BY A DEFENDANT INFANT.

[Title]

I,.....of.....an infant who was born at.....on the.....day of.....19.....hereby appoint.....of.....(occupation).....(my lawful father, or as the case may be) to represent my interests in this action (and to counterclaim for.....) (or, to represent my interests in the above application).

As witness my hand the.....day of.....19.....

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

No. 3.

CONSENT TO ACT AS GUARDIAN AD LITEM ON BEHALF OF A PLAINTIFF OR DEFENDANT INFANT OR PERSON OF UNSOUND MIND.

[Title]

I,.....of.....hereby certify my consent to take action on behalf of (or, to represent the interests of).....of.....an infant (or person of unsound mind) for (state nature of action).....(or, to make an application on behalf of the infant or person of unsound mind; or, to represent the infant or person of unsound mind in an application, for (state nature of application).....

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

(Signature of Proposed Guardian ad litem.)

No. 4.

AFFIDAVIT OF FITNESS AND VERIFICATION OF CONSENT.

[Title]

I,.....of....., Solicitor for the abovenamed.....make oath and say as follows:—

- 1.is a fit and proper person to act as guardian ad litem to sue on behalf of (or to represent the interests of) the abovenamed.....in this action (or, in this application).
2. The consent of the said.....to act in that capacity is hereto annexed and marked "A."
3. To the best of my knowledge, information and belief, the said.....has no interest in the matters in question in this action (or application) adverse to that of the said.....

Sworn, etc.

5. Section III of Part III of Appendix A as amended on the first day of December, 1950, is rescinded.

6. Form No. 1 in Appendix B is amended by striking out the words "an appearance to be entered within eight days" in the last paragraph but one, and substituting "a statement of defence to be filed within.....days", and by striking out the word "appearing" in the last paragraph and substituting "filing and delivering a statement of defence".

7. Form No. 2 in Appendix B is amended by striking out the word "appear" and substituting "file and deliver a statement of defence", and by striking out the word "eight" and leaving a blank space, and by striking out the words "Appearance to be entered" and substituting "A statement of defence to be filed".

8. Form No. 23b in Appendix B is amended by striking out the word "appeared" and substituting "filed a statement of defence".

9. Form No. 1 in Appendix F is amended by striking out the words "Appearance and" in the heading; and by striking out the words "appeared to the writ of summons herein (or not having delivered any defence)" in the body of the form and substituting "filed and delivered a statement of defence herein".

10. Form No. 1a in Appendix F is amended by striking out the words "appeared to the writ of summons herein (or not having delivered any defence)" and substituting "filed and delivered a statement of defence herein".

11. Form No. 2 in Appendix F is amended by striking out the words "Appearance or" in the heading; and by striking out the words "No appearance having been entered to the writ of summons (or no defence having been delivered by the defendant herein)" in the body of the form and substituting "No statement of defence having been filed and delivered by the defendant herein".

12. Form No. 2a in Appendix F is amended by striking out the words "Appearance or" in the heading; and by striking out the words "No appearance having been entered to the writ of summons (or no defence having been delivered by the defendant) herein" in the body of the form and substituting "No statement of defence having been filed and delivered by the defendant herein".

13. Form No. 3 in Appendix F is amended by striking out the word "Appearance" in the heading and substituting "Defence"; and by striking out the words "No appearance having been entered to the writ of summons herein" in the body of the form and substituting "No statement of defence having been filed and delivered herein".

14. Form No. 4 in Appendix F is amended by striking out the words "Appearance and" in the heading; and by striking out the words "The defendant not having appeared to the writ of summons herein (or not having delivered any defence)" in the body of the form and substituting "The defendant not having filed and delivered a statement of defence herein".

15. Form No. 5 in Appendix F is amended by striking out the word "Appearance" in the heading and substituting "Filing Defence"; and by striking out the words "The defendant having appeared to the writ of summons herein" in the body of the form and substituting "The defendant having filed and delivered a statement of defence to the claim in the writ of summons herein".

16. Form No. 5a in Appendix F is amended by striking out the words "The defendant (name of married woman) having appeared to the writ of summons herein" and substituting "The defendant (name of married woman) having filed and delivered a statement of defence to the claim in the writ of summons herein".

17. Form No. 24 in Appendix G is amended by striking out the words "may on entering an appearance at the Supreme Court" in lines 5 and 6 and substituting "may on filing a notification in the Central Office that you intend to be heard or represented".

18. Form No. 20 in Appendix K is amended by striking out the words "appearance to the said writ" and substituting "filing a statement of defence to the claim in the writ".

19. The heading "Appearances" and the items thereunder in the Scale of Costs in Appendix N are abolished.

Dated thisday of.....1951.....

- J. P. DWYER,
Chief Justice.
- A. A. WOLFF,
Puisne Judge.
- J. L. WALKER,
Puisne Judge.
- L. W. JACKSON,
Puisne Judge.
- J. E. VIRTUE,
Puisne Judge.

I concur.

ROSS McLARTY,
Treasurer.

JETTIES ACT, 1926.

Chief Secretary's Department,
Perth, 12th September, 1951.

C.S.D. 2164/19, Ex. Co. No. 1733.

HIS Excellency the Governor in Executive Council, acting under the provisions of section 4 of the Jetties Act, 1926, has been pleased to amend in the manner set out in the Schedule hereunder the regulations made under and for the purposes of the said Act and published in the *Government Gazette* on the 6th day of September, 1940, and amended from time to time thereafter by notices published in the *Government Gazette*.

(Sgd.) H. T. STITFOLD,

Under Secretary.

Appendix 1 (Fees) is amended as follows:—

1. By inserting in Schedule of Wharfage Dues and Handling and Haulage Charges—

- (a) Carnarvon Jetty, and after item "Crane-Hire: 2s. per hour or part thereof" a new item "Crane Mobile—Hire: 15s. per hour or part thereof.";
- (b) Derby Jetty, after item "Hire of Crane—2s. per hour or part thereof" a new item "Hire of Mobile Crane—15s. per hour or part thereof.";
- (c) Point Samson Jetty, after item "Hire of Crane— 2s. per hour or part thereof" a new item "Hire of Mobile Crane—15s. per hour or part thereof."

Approved by His Excellency the Administrator in Executive Council, 12th September, 1951.

R. H. DOIG,
Clerk of the Council.

NATIVE ADMINISTRATION ACT, 1905-1947.

Regulation 136.

Department of Native Affairs,
Perth, 21st September, 1951.

IT is hereby notified, for general information, that permits have been issued to the following workers at the Mogumber Methodist Mission for the year ending 30th June, 1952:—Mr. Alec Alvar, Mrs. Alec Alvar, Mr. Albert Mitchell, Mrs. Albert Mitchell, and Sister Lois Bales.

S. G. MIDDLETON,
Commissioner of Native Affairs.

Ernest A. Clarke as Superintendent of Native Reserve No. 16833, Moore River, as from 14th August, 1951, *vice* Arthur Lionel Ethell.

S. G. MIDDLETON,
Commissioner of Native Affairs.

Department of Native Affairs,
Perth, 24th September, 1951.

D.N.A. No. 227/47, Ex. Co. No. 1732.

HIS Excellency the Administrator in Executive Council has been pleased to approve, in accordance with section 2 of the Native Administration Act, 1905-1947 (Reprinted), the declaration of the Mogumber Methodist Mission on the Moore River near Mogumber, as an Institution, and the cancellation of the Moore River Native Settlement, Mogumber, Midland District, as an Institution within the meaning of the said section, as gazetted on the 24th December, 1937, by virtue of the closing of the Moore River Native Settlement, and the opening of the Mogumber Methodist Mission.

S. G. MIDDLETON,
Commissioner of Native Affairs.

NATIVE ADMINISTRATION ACT, 1905-1947.

Department of Native Affairs,
Perth, 25th September, 1951.

IT is hereby notified, for general information, that the Hon. Minister for Native Affairs has approved of the following:—

To be Protectors of Natives.

Rev. Donald L. McCaskell (Wiluna), for the Meekatharra District for the year ending 31st December, 1951.

Mr. William Herbert, for the Nullagine District for the period 29/8/51 to 12/9/51.

Sergeant A. F. Anderson, for the Norseman District for the year ending 31st December, 1951, *vice* Sergeant A. K. Sunter.

Constable T. W. Phillips, for the Gascoyne Junction District for the year ending 31st December, 1951, *vice* Constable W. Mason, transferred.

Constable E. T. Whitney, for the Esperance District for the period 3/9/51 to 28/10/51, relieving Constable W. A. Dickenson.

Constable E. D. Wear, for the Greenbushes District for year ending 31st December, 1951, *vice* Sergeant A. C. Baskerville.

Constable H. R. T. Baker, for the Wagin District for the period 10/9/51 to 9/12/51 (inclusive), relieving Constable J. P. Craig on long service leave.

S. G. MIDDLETON,
Commissioner of Native Affairs.

Department of Native Affairs,
Perth, 24th September, 1951.

D.N.A. No. 759/43, Ex. Co. No. 1775.

HIS Excellency the Administrator in Executive Council has been pleased to approve, under section 12 of the Native Administration Act, 1905-1947 (Reprinted), of the appointment of the Reverend

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, 1933-1950, and its regulations:—

BRIDGETOWN.

- 2nd October, 1951, at noon, at the Court House—
‡Newlands—*¶(a) 14, 3r. 21.8p., £38; *¶(a) 15, 1a. 0r. 8.7p., £40; *¶(a) 16, 3r. 15.1p., £35; *¶(a) 17, 3r. 4.5p., £45; *¶18, 1a. 3r. 5p., £25.
‡North Greenbushes—Town 50, 1r., £20; Town 51, 1r., £20; Town 52, 1r., £20; Town ¶65, 1r., £25; Town 66, 1r., £20; Town 67, 1r., £20; Town 68, 1r., £20.
‡Northcliffe—Town 42, 39.1p., £15.

NARROGIN.

4th October, 1951, at noon, at the Government Land Agency—

- ‡Williams—Town 251, 1r., £12.

COOLGARDIE.

5th October, 1951, at 11 a.m., at the Office of the Mining Registrar—

- ‡Coolgardie—**19, 1r., C.U.V., £12 10s.; **1246, 1r., C.U.V., £12 10s.

GERALDTON.

10th October, 1951, at 3.15 p.m., at the Rural and Industries Bank—
 ‡Coorow—Town 29, 1r., £20.
 ‡Morawa—Town 156, 39.1p., £20.

PORT HEDLAND.

10th October, 1951, at 11 a.m., at the Court House—
 ‡Port Hedland—Town 181, 1r. 8p., £20; Town 182, 1r. 8p., £17.

SOUTHERN CROSS.

10th October, 1951, at 3 p.m., at the office of the Mining Registrar—
 ‡Bullfinch—Town 65, 1r., £30; Town 66, 1r., £25; Town 81, 1r., £30; Town 82, 1r., £20.
 ‡Southern Cross—Town 107, 1r., £15; Town 472, 1r., £20.

NORTHAM.

11th October, 1951, at 11.30 a.m., at the Court House—
 ‡Bakers Hill—Town 259, 1a. 3r. 19p., £15.
 ‡Piawaning—Town 19, 39.1p., £20.

BRUCE ROCK.

12th October, 1951, at 11 a.m., at the Rural and Industries Bank—
 ‡Badjaling—Town 4, 1r., £15.
 ‡Bruce Rock—Town 191, 1r., £25.

DERBY.

12th October, 1951, at 11 a.m., at the Court House—
 ‡Derby—Town 31, 2r., £15; Town 437, 2r., £12; Town 438, 2r., £10; Town 439, 2r., £10; Town 440, 2r., £10.

PERTH.

12th October, 1951, at 11 a.m., at the Department of Lands surveys—
 ‡Marmion—Town 66, 1r. 22.2p., £80; Town 70, 1r. 0.6p., £40.
 ‡Mt. Helena—*†112, 5a. 0r. 21p., £35.
 ‡Mullewa—Town 163, 1r. 1.1p., £25.
 ‡South Kalamunda—Town 21, 2r. 1p., £45; Town 38, 2r. 1p., £45.
 ‡Walliston—Town 59, 1r. 3.7p., £20.

WAGIN.

16th October, 1951, at 11 a.m., at the Government Land Agency—
 ‡Kukerin—Town 80, 39.3p., £20; Town 88, 39.3p., £20.

KATANNING.

18th October, 1951, at 11 a.m., at the Rural and Industries Bank—
 ‡Gnowangerup—Town 39, 1r., £35.
 ‡Woodanilling—*†333, 5a., £10.

*Suburban for cultivation.

†Suburban conditions only.

‡Section 21 of the regulations does not apply.

||Subject to truncation of corner, if necessary.

¶All marketable timber is reserved to the Crown.

**Available for leasing only.

(a) Subject to payment for improvements.

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, 1933-1950, owing to non-payment of rent or other reasons:—

Name, Lease, District, Reason, Corres., Plan.
 Buchanan, A. B.; 347/5842; Esperance 538, 606 and 611; conditions; 46/49; 423/80.
 Burchell, B. E., the Administratrix of the estate of Burchell, W. J. (deceased); 74/1414; Cockburn Sound 822; conditions; 2658/31; 341C/40.
 Daw, F. M.; 347/5572; Esperance 613 and 632; conditions; 5616/48; 423/80.
 Hewitt, J. P.; 74/1380; Ninghan 3833; abandoned; 2534/31; 65/80.
 Johnson, G. O. P.; 348/915; Yilgarn 1090; abandoned; 2454/37; 36/80.
 Medlock, A. H.; 347/5785; Williams 12520; conditions; 5012/48; 409C/40.
 Windsor, C. E. J.; 347/4073; Nelson 11867; abandoned; 2364/46; 442C/40.

H. E. SMITH,
 Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
 Perth, 26th September, 1951.

HIS Excellency the Administrator in Executive Council has been pleased to set apart as Public Reserves the land described in the Schedule below for the purposes therein set forth:—

2657/30.
 PLANTAGENET.—No. 23290 (Recreation), loc. Nos. 5679 and 463 (77a. 2r. 12p.). (Diagram Book 79, page 28, Plan 451D/40, C4.)

4371/50.
 MOUNT BARKER.—No. 23294 (Junior Farmers' Club), lot No. 400 (1r. 37p.). (Diagram O.P. 5751, Plan Mount Barker.)

1304/46.
 ROE.—No. 23300 (Gravel), loc. No. 2050 (9a. 3r. 8p.). (Diagram 61565, Plan 376/80, F1.)

59/51.
 COCKBURN SOUND (Safety Bay).—No. 23303 (Community Centre and Children's Playground), loc. No. 1679 (3a. 1r. 7p.); proclaimed Class "A". (Plan 341D/40, A3.)

4450/51.
 BEVERLEY.—No. 23304 (Use and Requirements of the Beverley Road Board), lot Nos. 290 and 291 (1r. 39.6p.). (Plan Beverley.)

4569/51.
 MUNDIJONG.—No. 23305 (Excepted from Sale), lot Nos. 187 and 194 (1a. 0r. 6.6p.). (Diagram 61962, Plan Mundijong.)

2248/37.
 NUNGARIN.—No. 23306 (Rest Room—C.W.A.), lot No. 167 (27.6p.). Diagram 62208, Plan Nungarin.)

H. E. SMITH,
 Under Secretary for Lands.

CANCELLATION OF RESERVES.

15652 (near Gibson), 19255 (Dandaragan), 19499 (Kulin), 21219 (Morley Park), 23202 (Three Springs), 23304 (Beverley).

Department of Lands and Surveys,
 Perth, 26th September, 1951.

HIS Excellency the Administrator in Executive Council has been pleased to cancel, under section 37 of the Land Act, 1933-1950, as follows:—

Corres. No. 2774/14.—Reserve No. 15652 (Excepted from Sale). (Plan 423/80, BC1 and 2.)

Corres. No. 5414/24.—Reserve No. 19255 (Melbourne Location 3659)—Camping. (Plan 59/80, F1.)

Corres. No. 4711/50.—Reserve No. 19499 (Use and Requirements of the Kulin Road Board), Kulin lots 71 and 72. (Plan Kulin.)

Corres. No. 125/34.—Reserve No. 21219 (Swan Location 3410)—Schoolsite. (Plan 1D/20, NE.)

Corres. No. 274/51.—Reserve No. 23202 (Three Springs lots 183 and 184)—"Use and Requirements of the Three Springs Road Board." (Plan Three Springs.)

Corres. No. 4450/51.—Reserve No. 23304 (Beverley lots 290 and 291)—“Use and Requirements of the Beverley Road Board.” (Plan Beverley.)

H. E. SMITH,
Under Secretary for Lands.

AMENDMENT OF RESERVES.

9656 (Fitzroy Crossing), 21914 (Nungarin).

Department of Lands and Surveys,
Perth, 26th September, 1951.

HIS Excellency the Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1950, as follows:—

Corres. No. 3709/51.—Of the amendment of reserve No. 9656 (Natives) to include all that portion of Fitzroy Land District bounded by lines starting at the North-Easternmost corner of reserve 18291 and extending 90 deg. 65 chains 55 links; thence 180 deg. about 1 mile 60 chains; thence 270 deg. 65 chains 55 links to the South-Easternmost corner of reserve 18291, and thence Northerly, Easterly, again Northerly, Westerly and again Northerly along boundaries of reserves 18291 and 20668 to the starting point, excluding locations 2 and 17, and of its area being increased to about 870 acres accordingly. (Plan 129/300.)

Corres. No. 2248/37.—Of the amendment of reserve No. 21914 (Shelter) to exclude that portion now designated Nungarin Lot 167, and of its area being reduced to about 3 acres 3 roods 12.4 perches accordingly. (Plan Nungarin.)

H. E. SMITH,
Under Secretary for Lands.

PARKS AND RESERVES ACT, 1895-1947.

Emu Point Reserve Board.
Appointment of Member.

Department of Lands and Surveys,
Perth, 26th September, 1951.

Corres. 5620/47.

HIS Excellency the Administrator in Executive Council has been pleased to appoint, under the provisions of the above Act, Mr. William Thomas Clark as a member of the Emu Point Reserve Board.

H. E. SMITH,
Under Secretary for Lands.

SUBURBAN LANDS.

Department of Lands and Surveys,
Perth, 25th September, 1951.

Corres. No. 5236/98, Vol. 2.

HIS Excellency the Administrator in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of Murray Location 1464 being set apart as Suburban Land. (Plan 380D/40, C3.)

H. E. SMITH,
Under Secretary for Lands.

NOW OPEN FOR SALE.

Murray Location 1464 (Meelon).

Department of Lands and Surveys,
Perth, 26th September, 1951.

Corres. No. 5236/98, Vol. 2.

HIS Excellency the Administrator in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1950, of Murray Location 1464 being made “Now Open” for sale in fee simple for the purpose of a Residence and Mill Site, priced at thirty pounds (£30).

H. E. SMITH,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 26th September, 1951.

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, 1933-1950, at the following upset prices:—

Applications to be lodged at Perth.

Corres. No. 7971/50.

BROOKTON.—Town 219, £25.

Corres. No. 2842/51.

KUKERIN.—Town 80 and 88, £20 each.

Corres. No. 4568/51.

MUNDIJONG.—Town 197, £40; 191, 192, 193, 195 and 196, £35 each; 185, 186, 188, 189 and 190, £30 each.

Corres. No. 3300/51.

YUNDURUP.—Town 1 and 7, £12 each; 2, 3, 4, 5, 6, 17, 18, 19 and 20, £10 each.

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.

ERRATUM.

LAND ACT, 1933-1950.

By-laws—Houtmans Abrolhos Islands.

Department of Lands and Surveys,
Perth, 26th September, 1951.

THE figures “£20 Os. 9d.” in line 4 of clause 21 on page 2523 of the *Government Gazette* of 21st September, 1951, should read “£20 Os. 0d.”

H. E. SMITH,
Under Secretary for Lands.

SPECIAL SETTLEMENT LANDS.

Esperance District.

Open for Selection 24th October, 1951.

Department of Lands and Surveys,
Perth, 26th September, 1951.

Corres. No. 2774/14.

HIS Excellency the Administrator in Executive Council has been pleased to set apart for the purposes of Special Settlement and declare open for selection the lands described in the Schedule hereunder, under Divisions 1 and 4 of Part V of the Land Act, 1933-1950, and the regulations, thereunder, as modified by the special conditions here enumerated:—

(1) Applications should be lodged at the Department of Lands and Surveys, Perth, on or before Wednesday, 24th October, 1951, together with a deposit of £4 3s.

(2) The provisions of section 135 of the said Act relating to determination of simultaneous applications shall apply.

(3) The maximum area permissible for selection by any one person shall be 2,500 acres, or such lesser area as will, together with any other lands selected under these conditions, not exceed 2,500 acres.

(4) The selector or his agent must take up residence within one year from the date of approval and make it his habitual residence for the ensuing five years.

(5) Payment of the Crown purchase price and fencing and water supply improvements will be required in accordance with section 47 of the said Act.

(6) The selector shall, after the first year, clear, cultivate and lay down in pasture one-tenth of the area in each year for the next succeeding four years; such clearing, cultivation and pasture shall be properly maintained.

(7) The scheduled lands are available subject to survey, classification and pricing, where applicable.

Schedule.

The area of land about 160 acres bounded by lines commencing at the North-West corner of Esperance Location 184; thence North about 35 chains; thence East about 45 chains; thence South to the North-East corner of said location 184 and West to the starting point. (Plan 423/80, B2.)

H. E. SMITH,
Under Secretary for Lands.

OPEN FOR LEASING.

Kalgoorlie Lot 2199.

Department of Lands and Surveys,
Perth, 5th September, 1951.

Corres. No. 4231/06.

IT is notified, for general information, that Kalgoorlie Lot 2199 is available for leasing under section 117 of the Land Act, 1933-1950, at the rental and subject to the conditions set out hereunder:—

(1) Applications must be lodged at the Lands Office, Kalgoorlie, on or before Wednesday, 3rd October, 1951.

(2) No approval of a lease will issue until the successful applicant shall have first produced a "Building Permit" issued by the local authority or such other evidence indicating that the local authority is willing to issue a Building Permit to the applicant, or, that the applicant already has or is in a position to obtain the necessary materials to build a residence on the lot applied for.

(3) 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.

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

(5) The annual rental payable for the first 10 years of the lease will be 10 shillings (10s.). The rental shall be subject to re-appraisalment by the Minister for Lands at intervals of 10 years.

(6) No transfer of the lease will be approved until the lessee has complied with the building conditions of the lease.

(7) 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.

(8) If more applications than 1 have been received by the closing date, 3rd October, 1951, the application to be granted will be decided by the Land Board.

(Plan Kalgoorlie Sheet 2.)

H. E. SMITH,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1950.

WEDNESDAY, 24th OCTOBER, 1951.

North-West Division—Koondra, Teano and Thaduna Districts.

Corres. No. 2375/50. (Plan 80/300.)

IT is hereby notified, for general information, that an area of about 89,524 acres bounded by lines commencing at the 549 M. peg on the abandoned line of the Rabbit Proof Fence and extending North 400 chains, West about 625 chains, South about 496 chains, West about 956 chains, South about 700 chains, East about 510 chains, North about 69 chains, East about 617 chains, North about 737 chains and East about 455 chains to the starting point will be re-available for pastoral leasing as from Wednesday, 24th October, 1951. Subject to payment for improvements.

North-West Division—Teano District.

Corres. No. 3691/51. (Plan 72/300.)

IT is hereby notified, for general information, that an area of about 27,600 acres bounded by lines commencing at the South-West corner of lease 394/805 (Jamindie Station) and extending West about 683 chains, North about 400 chains, East about 683 chains and South about 400 chains to the starting point, will be available for pastoral leasing as from Wednesday, 24th October, 1951.

North-West Division—Windell District.

Corres. No. 1558/31. (Plans 91/300, 92/300, 97/300 and 98/300.)

IT is hereby notified, for general information, that an area of about 314,500 acres, bounded by lines commencing at Survey Peg B163 (Minthicoondunna Sp.) and extending North about 80 chains, East about 3,100 chains, North about 90 chains, East about 1,679 chains, North about 625 chains, West about 1,681 chains, South about 240 chains, West about 700 chains, North about 320 chains, West about 2,250 chains, South about 640 chains, East about 783 chains, South 240 chains and East about 160 chains to the starting point, previously known as Mt. Bruce Station, will be re-available for pastoral leasing as from Wednesday, 24th October, 1951. Subject to payment for improvements, if any.

WEDNESDAY, 31st OCTOBER, 1951.

North-West Division—Ashburton District.

Corres. No. 678/41. (Plans 96/300 and 111/300.)

IT is hereby notified for general information that the land contained within late leases 394/1277, 394/1278, 394/862 and 394/858 previously held by A. E. B. Lockyer and comprising 25,574 acres, 20,000 acres, 20,000 acres and 20,000 acres will be re-available for pastoral leasing as from Wednesday, 31st October, 1951. Subject to payment for improvements if any.

WEDNESDAY, 14th NOVEMBER, 1951.

Eucla Division—Giles District.

Corres. No. 2499/28. (Plan 27/300.)

IT is hereby notified for general information that the land contained within late lease 1310/95A, comprising 20,000 acres and previously held by A. J. Ryan, will be re-available for pastoral leasing as from Wednesday, 14th November, 1951.

WEDNESDAY, 28th NOVEMBER, 1951.

North-West Division—De Grey District.

Corres. No. 3459/51. (Plan 98/300.)

IT is hereby notified for general information that an area of about 18,850 acres excluding reserve No. 13691, bounded by lines commencing at the North-East corner of reserve No. 12411 and extending South about 20 chains East about 185 chains, North about 300 chains, East about 150 chains, North about 447 chains, West about 150 chains, South about 447 chains, West about 447 chains, South about 276 chains and East about 250 chains to the starting point, will be available for pastoral leasing as from 28th November, 1951.

WEDNESDAY, 12th DECEMBER, 1951.

Kimberley Division—Bulara District.

Corres. No. 5158/51. (Plan 130/300.)

IT is hereby notified, for general information, that an area of about 14,400 acres, bounded by lines commencing from the North-Eastern corner of reserve No. 18124 and extending East about 300 chains, North about 324 chains, West about 444 chains, South about 324 chains and East about 144 chains to the starting point, will be available for pastoral leasing as from Wednesday, 12th December, 1951.

WEDNESDAY, 19th DECEMBER, 1951.

South-West Division—Victoria District.

Corres. No. 369/44. (Plan 155/80.)

IT is hereby notified, for general information, that the land contained within late pastoral lease 392/583 previously held by G. A. Latham and comprising about 38,000 acres, will be re-available for pastoral leasing as from Wednesday, 19th December, 1951, subject to payment for improvements, if any.

THURSDAY, 27th DECEMBER, 1951.

Kimberley Division—Dampier District.

Corres. No. 330/45. (Plan 136/300.)

IT is hereby notified, for general information, that an area of about 151,250 acres, bounded by lines commencing at the South-Westernmost corner of Dampier Location 26 (Pius Society of Missions Station) and extending East about 970 chains, South about 1,250 chains, and West about 1,250 chains to the coastline; thence generally Northwards along the coastline to the starting point, will be available for pastoral leasing as from Thursday, 27th December, 1951. Subject to payment for improvements, if any.

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, 1933-1950, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Department of Lands and Surveys, Perth, 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 made available for that purpose 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, 10th OCTOBER, 1951.**

Avon District (about 9 miles North-East of Lake Brown).

Corr. No. 2009/28. (Plan 54/80, C3.)

Location 25325, containing 2,598a. 1r. 34p., at 3s. per acre; classification page 9 of 2009/28; subject to exemption from road rates for 2 years from date of approval of application. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £2 6s. 6d.

Avon District (about 6½ miles South-West of Dulbellington).

Corr. No. 322/39. (Plans 3D/40, C4, 343A/40, C1.)

Location 26982, containing 118a. 3r. 20p.; classification page 3 of 322/39; subject to pricing and exemption from road rates for 2 years from date of approval of application; being A. H. Johnson's cancelled lease 365/833. Deposit required, £1 6s. 3d.

Esperance District (about 8 miles North-West of Esperance).

Corr. No. 6972/49. (Plan 423/80, C4.)

Location 726, containing 401a., at 3s. 6d. per acre; classification page 76 of 9885/12, Vol. 1; subject to exemption from road rates for 2 years from date of approval of application and to the following special conditions:—(a) The maximum area allowed to be selected by any one person in this

locality is limited to 2,500 acres; (b) the selector or his agent must take up residence within 1 year from the date of approval of application and make it his habitual residence for the following 5 years; (c) after the first year, the selector shall clear, cultivate and lay down in pastures, 1/10th of the area each year for the next succeeding 4 years; such clearing, cultivation and pastures shall be properly maintained; being D. G. Anderson's cancelled application. Deposit required, £1 10s. 9d.

Esperance District (about 5 miles North-East of Esperance).

Corr. No. 3912/49. (Plan 423/80, E3.)

Location 809, containing 835a., at 3s. per acre; classification page 55 of 9885/12, Vol. 3; subject to exemption from road rates for 2 years from date of approval of application and to the following special conditions:—(a) The maximum area allowed to be selected by any one person in this locality is limited to 2,500 acres; (b) the selector or his agent must take up residence within 1 year from the date of approval of application and make it his habitual residence for the following 5 years; (c) after the first year, the selector shall clear, cultivate and lay down in pastures 1/10th of the area each year for the next succeeding 4 years; such clearing, cultivation and pastures shall be properly maintained; being J. R. Tyrrell's cancelled lease 347/6151. Deposit required, £1 14s. 6d.

Fitzgerald District (about 2 miles South-West of Dowak).

Corr. No. 2319/51. (Plan 392/80, B2.)

Location 394, containing 988a. 1r. 19p., at 3s. per acre; classification page 20 of 70/22; subject to payment for improvements valued at £10. The previous *Gazette* notice concerning these locations is hereby cancelled. Deposit required, £11 15s. 3d.

Fitzgerald District (about 6½ miles North-East of Dowak).

Corr. No. 6190/22. (Plan 392/80, A1.)

Location 466, containing 1,001a. 1r. 6p., at 3s. per acre; classification page 39 of 70/22; subject to payment for improvements, if any, and to exemption from road rates for 2 years from date of approval of application. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 16s. 9d.

Kojonup District (about 2 miles North-East of Badgebup).

Corr. No. 315/45. (Plan 417/80, D1.)

Location 6224, containing 487a. 2r.; classification page 17 of 6669/21; subject to pricing and payment for improvements, if any; being A. J. Asplin's cancelled application. Deposit required, £1 10s. 9d.

Open under Part V of the Land Act, 1933-1950, as modified by Part VIII.

Nelson (Cundinup Estate) (about 9 miles South-East of Jarrahwood).

Corr. No. 1004/51. (Plan 414D/40, BC4.)

Lot 7996, containing 290a. 0r. 32p.; purchase money, £135; to ex-servicemen: half-yearly instalments—first 5 years interest only at 4½% per annum £3 0s. 9d., balance 35 years principal and interest at 4½% per annum £3 15s. 3d.; civilians: half-yearly instalments—first 5 years interest only at 5% per annum £3 7s. 6d., balance 35 years principal and interest at 5% per annum £4 0s. 1d.; subject to Rural and Industries Bank indebtedness and the special conditions which govern selection in this district; being J. E. Dawes' cancelled application. Deposit required, £4 7s. 6d.

Ninghan District (about 6 miles North-East of Welbungin).

Corr. No. 3329/51. (Plan 55/80, DE1 and 2.)

Location 2392, containing 3,009a. 2r. 34p., at 2s. 6d. per acre; classification page 22 of 4295/26; subject to exemption from road rates for 2 years from date of approval of application; being H. F. Rusby's cancelled lease 347/7476. Deposit required, £2 8s. 6d.

Ninghan District (about 7 miles North of Lake Brown).

Corr. No. 368/29. (Plan 54/80, A1.)

Location 2815, containing 3,915a. 3r. 14p., at 2s. 6d. per acre; classification page 9 of 368/29. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £2 10s. 6d.

Ninghan District (about 5 miles South-East of Dalgouring).

Corr. No. 620/51. (Plan 66/80, DE3 and 4.)

Location 3022, containing 2,848a. 2r. 24p., at 2s. 9d. per acre; classification page 8 of 2643/28; subject to Rural and Industries Bank indebtedness; being G. T. Jennings' cancelled application. Deposit required, £2 6s. 6d.

Ninghan District (about 3 miles North of Dalgouring).

Corr. No. 4417/51. (Plan 66/80, D2.)

Locations 3720 and 3842, containing 2,340a. 0r. 18p. and 160a., respectively; classification page 5 of 1555/32; subject to pricing, payment for improvements, if any, and to exemption from road rates for 2 years from date of approval of application; being the cancelled application of W. B. Goff and N. F. Lucraft. Deposit required, £2 4s.

Sussex District (about 8 miles South-East of Vasse).

Corr. No. 27/50. (Plan 413C/40, DE3.)

Location 1864, containing 101a. 0r. 20p., at 12s. 6d. per acre; classification page 5 of 27/50; subject to payment for improvements, exemption from road rates for 2 years from date of approval of application and to the special conditions which govern selection in this district; being V. R. Avery's cancelled application. Deposit required, £1 6s. 3d.

Sussex District (about 1½ miles North-West of Yallingup Siding).

Corr. No. 3991/48. (Plans 413A/40, B2, 413D/40, B3).

Location 3839, containing 267a. 2r. 3p., at 11s. 6d. per acre; classification page 16 of 614/43; subject to payment for improvements, exemption from road rates for 2 years from date of approval of application, and to the special conditions which govern selection in this district; being K. R. Stanley's cancelled lease 347/5447. Deposit required, £1 8s. 6d.

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

Corr. No. 1322/40. (Plan 386A/40, C1.)

Location 13138, containing 122a. 3r. 12p., at 7s. per acre; classification page 4 of 5534/24; subject to exemption from road rates for 2 years from date of approval of application. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 6s. 3d.

Yilgarn District (about 7½ miles South of Boodarockin).

Corr. No. 2261/27. (Plan 35/80, E and F2.)

Location 299, containing 2,878a. 1r. 8p., at 2s. 9d. per acre; subject to mining conditions and payment for improvements, if any. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £2 6s. 6d.

WEDNESDAY, 17th OCTOBER, 1951.

Avon District (about 2 miles North of Dattening).

Corr. No. 9886/10. (Plan 379B/40, F1.)

Location 17412, containing 172a.; classification page 4 of 9886/10; subject to pricing and exemption from road rates for two years from date of approval of application; being W. and E. M. Marsh's cancelled lease 27889/55. Deposit required, £1 7s.

Avon District (about 10½ miles South-West of Dattening).

Corr. No. 3814/48. (Plan 379B/40, E2.)

Location 17428, containing 160a., at 10s. per acre; classification page 11 of 3814/48; subject to payment for improvements, if any; being J. C. Lillie's cancelled lease 347/5354. Deposit required, £1 6s. 3d.

Avon District (about 15 miles North-West of Dattening).

Corr. No. 963/27. (Plans 379A and B/40, C and D1, 342D/40, C4.)

Locations 25721 and 21717, containing 200a. 0r. 18p. and 1,596a. 2r. 31p., respectively, at 5s. per acre; classifications pages 12 of 963/27 and 16 of 3070/20, respectively; location 25721 is subject to exemption from road rates for two years from date of approval of application; location 21717 is subject to payment for improvements; both locations are subject to poison conditions; being J. F. Sheahan's cancelled leases 68/1040 and 14233/68. Deposit required, £2 0s. 9d.

Avon District (about 3½ miles South of Billaricay).

Corr. No. 4929/28. (Plan 345/80, B3.)

Location 25768, containing 1,181a. 1r. 30p.; classification page 6 of 4929/28; subject to pricing and exemption from road rates for two years from date of approval of application; being S. J. Bourne's cancelled application. Deposit required, £1 16s. 9d.

Hay District (about 8 miles North-West of Mt. Barker).

Corr. No. 464/36. (Plan 444/80, E4.)

Locations 1849, 595, 594, 1032 and 1850, containing 234a. 3r. 19p., 100a. 0r. 22p., 160a. 0r. 31p., 160a. 0r. 25p. and 55a. 3r. 37p., respectively; classification page 1A of 464/36; subject to pricing and exemption from road rates for two years from date of approval of application. The previous *Gazette* notice concerning these locations is hereby cancelled. Deposit required, £1 13s. 6d.

Kojonup District (about 3 miles North of Boscabel).

Corr. No. 4525/46. (Plan 416A/40, B1.)

Locations 4705 and 4706, containing 536a. 1r. 17p. and 517a., respectively, at 4s. per acre; classifications pages 35 and 36 of 225/34; subject to exemption from road rates for two years from date of approval of application; being H. W. Cavanagh's cancelled lease 347/4253. Deposit required, £1 16s. 9d.

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

Corr. No. 2198/30. (Plan 346/80, B4.)

Locations 2144 and 2145, containing 871a. 3r. 35p. and 547a. 2r. 29p., respectively; classification page 1 of 1657/28; subject to pricing and exemption from road rates for two years from date of approval of application; being the cancelled portion of T. Walton's application. Deposit required, £1 19s. 6d.

Sussex District (about 4 miles South-East of Metricup).

Corr. No. 2938/49. (Plan 413D/40, C4.)

Location 2576, containing 205a. 0r. 32p., at 17s. per acre; classification page 8 of 2938/49; subject to exemption from road rates for two years from

date of approval of application and to the special conditions which govern selection in this district; being W. L. Still's cancelled lease 347/6251. Deposit required, £1 8s. 6d.

Swan District (about 3 miles North-West of Bullsbrook).

Corr. No. 714/27. (Plan 28/80, C4.)

Location 2478, containing 322a. 3r. 28p.; classification page 3 of 714/27; subject to pricing and payment for improvements, if any; being portion of R. D. Lane's cancelled lease 21613/68. Deposit required, £1 10s.

Swan District (about 1 mile East of Wannamal).

Corr. No. 694/50. (Plan 31/80, D2 and 3.)

Location 3141, containing 543a. 1r. 22p.; classification page 4 of 1356/24; subject to pricing and exemption from road rates for two years from date of approval of application; being G. W. Heslop's cancelled application. Deposit required, £1 12s.

Victoria District (about 5½ miles North of Tardun).

Corr. No. 328/48. (Plan 156/80, F3 and 4.)

Location 6011, containing 1,430a. 1r. 10p., at 5s. 9d. per acre; classification page 44 of 270/34; being surrendered portion of T. Perich's lease 347/5025. Deposit required, £1 19s. 6d.

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

Corr. No. 809/44. (Plan 408D/40, C3.)

Location 13865, containing 966a. 3r. 11p., at 5s. 3d. per acre; classification page 70A of 809/44; subject to poison conditions and exemption from road rates for two years from date of approval of application; being E. R. Brown's cancelled application. Deposit required, £1 15s. 3d.

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

Corr. No. 2346/49. (Plan 54/80, D4.)

Location 1378, containing 1,044a. 0r. 20p.; classification page 3 of 981/26; subject to survey, pricing, mining conditions and exemption from road rates for two years from date of approval of application. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 16s. 9d.

WEDNESDAY, 24th OCTOBER, 1951.

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

Corr. No. 2412/48. (Plan 54/80, A and B4.)

Location 15389, containing 3,101a. 1r. 11p.; classification page 5 of 4142/26; subject to pricing and exemption from road rates for two years from date of approval of application; being the cancelled applications of E. E. Pearce and C. B. Devlin. Deposit required, £2 8s. 6d.

Melbourne District (near Dandaragan).

Open under Part V, Section 53.

Corr. No. 5414/24. (Plan 59/80, F1.)

Location 3659, containing 1a. 1r. 31.2p., at £2 10s. per acre; available to adjoining holders only. Deposit required, 10s.

Roe District (about 26 miles East of Naremben).

Corr. No. 6603/50. (Plans 5/80, F4, 6/80, A4.)

The area of about 640 acres, bounded by lines commencing at a point on the Northern side of road No. 8643 situate about 164 chains East of the Eastern boundary of Roe Location 218 and extending North about 160 chains to the South-West corner of location 285; thence East about 40 chains;

thence South to the said side of road No. 8643 and West to the starting point. Subject to survey, classification and pricing. Deposit required, £7 6s.

H. E. SMITH,
Under Secretary for Lands.

STATE HOUSING ACT, 1946-1948.

Dedication of Land.

Department of Lands and Surveys,

Perth, 25th September, 1951.

Corres. No. 1728/49.

HIS Excellency the Administrator in Executive Council has been pleased to dedicate, under the provisions of the State Housing Act, 1946-1948, Pinjarra Lot 211 to the purposes of the said Act. (Plan Pinjarra.)

H. E. SMITH,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

I, NORMAN FREDERICK SMITH, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Bruce Rock Road Board to close the said portion of road, viz.:—

Bruce Rock.

6404/50.

No. B.517. The whole of roads Nos. 10768, 10769, 10770, 10771, 10772, 10773, 10774, 10775, 10776, 10777 and 10778. (Plan Bruce Rock Townsite.)

NORMAN SMITH,

I, Albert Michael Buller, on behalf of the Bruce Rock Road Board, hereby assent to the above application to close the road therein described.

A. M. BULLER,
Chairman, Bruce Rock Road Board.
14th September, 1951.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

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

Cuballing.

1949/12.

C.470. The surveyed road along part of the West boundary of Avon Location 6362, from a surveyed road at the South-East corner of location 3117 to the South-West corner of location 2768. (Plan 378D/40, C3.)

H. E. SMITH,
for Minister for Lands.

I, Stephen Henry Knight, on behalf of the Cuballing Road Board, hereby assent to the above application to close the road therein described.

S. H. KNIGHT,
Chairman,
Cuballing Road Board.

15th August, 1951.

THE ROAD DISTRICTS ACT, 1919-1948.

WHEREAS E. C. T. Bailey, 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:—

Wongan-Ballidu.

4156/46.

W.626 (Re-gazettal of confirmation). All that portion of a surveyed road starting at a point situate 179 deg. 54 min. 40 chains 86 3/10ths links from the South-Eastern corner of Melbourne Location 3229 and extending 116 deg. 17 min. 9 chains

99 7/10ths links, 179 deg. 59 min., 10 chains 9 9/10ths links 243 deg. 22 min. 9 chains 99 4/10ths links along boundaries of location 3228; thence 359 deg. 54 min. to the starting point.

And whereas such application has been duly published in the *Government Gazette*:

And whereas the said Board has assented to the said application:

And whereas the Administrator in Executive Council has confirmed the said assent:

It is hereby notified that the said road is closed.

Dated this 19th day of September, 1951.

H. E. SMITH,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

WE, Thomas Haldane Talbot, Albert Jesse Talbot and Cecil Evans Jackson, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Harvey Road Board to close the said portion of road, viz.:—

Harvey.

2422/49.

H.32. The surveyed road through portion of Wellington Location 1 from the Southern side of Victoria Road to the Northern side of Waterloo Road, as shown on L.T.O. Plan 2004 and Lands and Surveys Diagram 676; locality about 1½ miles East of Roelands. (Plan 411A/40, B and C2.)

(Sgd.) T. H. TALBOT.

(Sgd.) C. E. JACKSON.

A. J. TALBOT.

per T. H. Talbot.

I, Thomas William Dane Smith, on behalf of the Harvey Road Board, hereby assent to the above application to close the road therein described.

(Sgd.) T. W. D. SMITH,
Chairman,
Harvey Road Board.

14/6/50.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

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

Mingenew.

5023/51.

M.503. The surveyed road along the North boundaries of Victoria Locations 874 and 942, and through part of location 547; from the North-West corner of location 874 to road No. 1236 within location 547. (Plan 123/80, AB1.)

H. E. SMITH,
for Minister for Lands.

I, P. F. Lynch, on behalf of the Mingenew Road Board, hereby assent to the above application to close the road therein described.

P. F. LYNCH,
Chairman,
Mingenew Road Board.

12/9/51.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

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

Mingenew.

4242/51.

M.504. (a) Portion of road No. 2283, from the Western boundary of lot M.63 of Victoria Location 1906 to the North-East corner of location 1973.

(b) Portion of road No. 1098, from its junction with a surveyed road in lot M.292 of Victoria Location 1906 to the North-East corner of Location 709.

(c) Portion of the Crown Grant road through lot M.292, from a South boundary of said lot to the South-East boundary of said lot. (Plan 127/80, E.4.)

H. E. SMITH,
for Minister for Lands.

I, P. F. Lynch, on behalf of the Mingenew Road Board, hereby assent to the above application to close the road therein described.

P. F. LYNCH,
Chairman,
Mingenew Road Board.

12/9/51.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

WE, the Minister for Lands and Kenneth Alexander Stone, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Pingelly Road Board to close the said portion of road, viz.:—

Pingelly.

5737/49.

P.385. (a) The surveyed road, along the North-Western boundary of Avon Location 5512, from road No. 5169 to the Northmost corner of the location aforementioned.

(b) The surveyed road along the North-Eastern boundary of Avon Location 5204, from road No. 5169 at the North-Eastern corner, to the Northmost corner of location 5203. (Plan 343D/40, C4.)

K. A. STONE.
H. E. SMITH,
for Minister for Lands.

I, Frank Drummond Smith, on behalf of the Pingelly Road Board, hereby assent to the above application to close the road therein described.

F. D. SMITH,
Chairman,
Pingelly Road Board.

22/8/1951.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

WE, The State Housing Commission and the Minister for Lands, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Mosman Park Road Board to close the said portion of road, viz.:—

Mosman Park.

404/20.

M.502. (a) The surveyed road along the East boundary of Mosman Park Lot 182, from Wellington Street at the North-East corner to the right-of-way at the South-East corner of said lot.

(b) The surveyed road along the East boundary of Mosman Park Lot 205, from Wellington Street at the North-East corner to the right-of-way at the South-East corner of said lot. (Plan Cotteloe-Mosman Park.)

REG. J. BOND,
for The State Housing Commission.

H. E. SMITH,
for Minister for Lands.

I, E. L. T. MOTT, on behalf of the Mosman Park Road Board, hereby assent to the above application to close the road therein described.

E. MOTT,
Chairman,
Mosman Park Road Board.

18/7/51.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

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

Moora.

2611/46.

M.501. The road reserved in Crown Grant passing through lot M.418 of Melbourne Location 915 and along the North boundary of location 177, from road No. 67 on the Western boundary of lot M.418 to the South-West corner of location 178. (Plan 58/80, E1.)

H. E. SMITH,
for Minister for Lands.

I, Leslie Weston Nenke, on behalf of the Moora Road Board, hereby assent to the above application to close the road therein described.

L. W. NENKE,
Chairman,
Moora Road Board.

11th September, 1951.

THE ROAD DISTRICTS ACT, 1919-1948.

WHEREAS the ARMADALE-KELMSCOTT Road Board, by resolution passed at a meeting of the Board, held at Armadale on or about the 18th day of July, 1949, resolved to open the road hereinafter described, that is to say:—

4001/46.

No. 10767. A strip of land, 1 chain wide, widening in parts (as shown coloured dark brown on Diagram 62148), along the South-Eastern side of the South-Western Railway Reserve, from road No. 2512 to the Northernmost boundary of lot 196 of Cannings Location 31. (Plan 341B/40, D1.)

WHEREAS the BASSENDEAN Road Board, by resolution passed at a meeting of the Board, held at Bassendean on or about the 15th day of June, 1951, resolved to open the road hereinafter described, that is to say:—

1288/08, Vol. 2.

No. 4463 (Broadway—Extension). A strip of land, 150 links wide, leaving Penzance Street at the North-East corner of lot 892 of Swan Location Q1 and extending (as shown on L.T.O. Plan 3262) North-Westward along the North-East boundaries of said lot and lots 893, 894, 895 and 896 of location Q1, Swan Location 4756 and lots 898, 899 and 900 to Troy Street at the North-West corner of lot 900. (Plan 1D/20, N.E.)

WHEREAS the PRESTON Road Board, by resolution passed at a meeting of the Board, held at Donnybrook on or about the 9th day of April, 1951, resolved to open the road hereinafter described, that is to say:—

14106/02.

No. 826 (Deviation). All that portion of road No. 826 bounded by lines starting at the South-Western corner of Wellington Location 1264 and extending 194 deg. 32 min. 2 chains 49 6/10ths links; thence 226 deg. 57 min. 1 chain 86 7/10ths links; thence 14 deg. 32 min. 7 chains 47 8/10ths links; thence 154 deg. 32 min. 1 chain 55 5/10ths links and thence 194 deg. 32 min. 2 chains 21 5/10ths links to the starting point, as shown coloured blue on Lands and Surveys Diagram 5346. (Plan 414B/40, E1.)

WHEREAS the HARVEY Road Board, by resolution passed at a meeting of the Board, held at Harvey on or about the 4th day of August, 1947, resolved to open the road hereinafter described, that is to say:—

3347/15.

No. 5338 (George Street—Widenings). Those portions of Wellington Location 1 coloured dark brown on Diagram 61290; locality, Brunswick Townsite. (Plan 411A/40, C2.)

WHEREAS the MANJIMUP Road Board, by resolution passed at a meeting of the Board, held at Manjimup on or about the 21st day of February, 1950, resolved to open the road hereinafter described, that is to say:—

3051/48.

No. 10586. A strip of land, 50 links wide, commencing on the Southern boundary of Nelson Location 11219 at a point opposite the North-West corner of location 11596 and extending (as surveyed on O.P. 4912) Eastward along part of said boundary to the location's South-East corner, continuing Eastward through locations 11220 and 11221 to the East boundary of the lastmentioned Location. (Plan 442B/40, E1.)

WHEREAS the TOODYAY Road Board, by resolution passed at a meeting of the Board, held at Toodyay on or about the 23rd day of June, 1951, resolved to open the road hereinafter described, that is to say:—

1222/49.

No. 10785 (Bridge Lane). A strip of land, 50 links wide, leaving road No. 1147 at the North corner of lot 5 of Avon Location U3 (L.T.O. Plan 3650) and extending South-Westward along the North-West boundaries of said lot and lot 6 to the West corner of the lastmentioned lot. (Plan 27D/40, B3.)

And whereas His Excellency the Administrator, 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 purpose 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 lastnamed places of abode.

And whereas the Administrator 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 26th day of September, 1951.

H. E. SMITH,
Under Secretary for Lands.

Western Australia.

THE LICENSED SURVEYORS ACT, 1909-1940.

Surveyor General's Office,
Perth, 25th September, 1951.

IT is hereby notified, for general information, that Mr. Reginald John Mitchell has been registered under the above Act.

HAROLD CAMM,
Secretary, Land Surveyors Licensing Board.

TRANSFER OF LAND ACT, 1893-1950.

Application 584/1951.

TAKE notice that Margaret Ruth Newnham of 5 Waylen Street Guildford Married Woman has made application to be registered under the Transfer of Land Act 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Guildford District and being:—

Portion of Guildford Town Lot 40 being lots 12 and 13 on Plan 226 containing together twenty-eight and eight-tenths perches.

Bounded by lines commencing at the North-Western corner of lot 16 on plan 226 and extending Northerly 1 chain 20 links along the Eastern boundary of Bertie Street thence Easterly 1 chain 50 links along the Southern boundary of lot 9 on plan 226 thence Southerly 1 chain 20 links along Western boundaries of lots 6 7 and 8 on plan 2726 thence Westerly 1 chain 50 links along the Northern boundary of the said lot 16 to the starting point.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this office on or before the 6th November next a caveat forbidding the said land being brought under the operation of the said Act.

F. A. BLOTT,
Assistant Registrar of Titles.

Office of Titles, Perth, this 19th day of September, 1951.

PUBLIC WORKS TENDERS.

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

Dwellingup School and Quarters—Septic Tank Installation (11591); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, Police Station, Pinjarra, and Police Station, Dwellingup, on and after 18th September, 1951.

Collier School — Improvements to Grounds (11592); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 18th September, 1951.

Sawyer's Valley School and Quarters—Repairs and Renovations (11593); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 18th September, 1951.

Gingin School — Alterations and Additions (11594); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Gingin, on and after 18th September, 1951.

Mingenew School and Quarters—Latrines and Sewerage (11595); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, and Police Station, Mingenew, on and after 18th September, 1951.

Kwolyin State Hotel—Septic Tank Installation (11596); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Clerk of Courts, Bruce Rock, on and after 18th September, 1951.

Fremantle Hospital New Operating Theatre Block—Air Conditioning (11565); 2nd October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth.

Westonia School and Quarters—Repairs and Renovations (11597); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Westonia, on and after 25th September, 1951.

Albany School—Improvements to Grounds (11598); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 25th September, 1951.

Pingaring—New School and Quarters (11599); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Lake Grace, on and after 25th September, 1951.

Quairading School Quarters and Domestic Science Centre—Septic Tank Installation (11600); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Quairading, on and after 25th September, 1951.

Bodallin School and Quarters—Septic Tank Installation (11601) 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 25th September, 1951.

Big Bell School and Quarters—Septic Tank Installation (11602); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Police Station, Big Bell, on and after 25th September, 1951.

Cunderdin Hospital—Additional Pan Room (11603); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Cunderdin, on after 25th September, 1951.

Mt. Barker School—Conversion of Classroom to Science Room (11604); 9th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Police Station, Mt. Barker, on and after 25th September, 1951.

Purchase of Property—Cottage adjoining school on lot 64, Emerald Street, Donnybrook; 16th October, 1951; conditions may be seen at Police Station, Donnybrook, Court House, Bridgetown, P.W.D., Bunbury, and P.W.D., Perth.

Hyden School Quarters—Erection (11606); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Police Station, Lake Grace, on and after 2nd October, 1951.

Baker's Hill School Quarters—Erection (11607); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after 2nd October, 1951.

Kalgoorlie Dental Officer's Quarters—New Septic Tank Installation (11608); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 2nd October, 1951.

Perth Modern School—Ground Improvements (11609); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 2nd October, 1951.

Fremantle Prison—New Waiting Room (11610); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Fremantle, on and after 2nd October, 1951.

Midland Junction Police Station—Additions and Alterations (11611); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 2nd October, 1951.

Midland Junction Police Station and Quarters—Septic Tank Installation (11612); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 2nd October, 1951.

Upper Swan School—Additions (11613); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 2nd October, 1951.

Wanneroo New School Quarters — Erection (11614); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 2nd October, 1951.

Gnowangerup Hospital—Addition, Sewerage and Water Supply (11615); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Police Station, Gnowangerup, on and after 2nd October, 1951.

Mandurah Infant Health Centre — Erection (11616); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, Court House, Pinjarra, and Police Station, Mandurah, on and after 2nd October, 1951.

Merredin School—Improvements to Grounds (11617); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, on and after 2nd October, 1951.

Mundijong School and Quarters—Septic Tank Installation (11618); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Court House, Pinjarra, on and after 2nd October, 1951.

Tinkurrin School—New Quarters (11619); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, on and after 2nd October, 1951.

Watheroo School—New Quarters (11620); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Moora, on and after 2nd October, 1951.

Glenorchy School—New Quarters (11621); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, on and after 2nd October, 1951.

Ravensthorpe School—New Quarters (11622); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Police Station, Ravensthorpe, on and after 2nd October, 1951.

Ballidu School—New Quarters (11623); 16th October, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Wongan Hills, on and after 2nd October, 1951.

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.

28th September, 1951.

TOWN PLANNING AND DEVELOPMENT
ACT, 1928-1947.

Bunbury Municipal Council—Town Planning
Scheme.

Amendment and Amplification.

T.P.B. 80/48, Vol. 38.

IT is hereby notified, for public information, in accordance with section 7 (4) of the Town Planning and Development Act, 1928-1947, that the resolution of the Bunbury Municipal Council dated the 20th day of March, 1951, and appearing in the *Government Gazette* of the 13th, 20th and 27th of April, 1951, to amplify and amend its scheme by the inclusion of lots 23 to 27 (inclusive) on L.T.O. Plan 3054 in the business area, was approved by the Hon. the Minister for Local Government and Town Planning on the 21st September, 1951.

V. STEFFANONI,
Acting Chairman, Town Planning Board.

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1947.

Bunbury Municipal Council—Town Planning
Scheme.

Amendment and Amplification.

T.P.B. 80/48, Vol. 38.

IT is hereby notified, for public information, in accordance with section 7 (4) of the Town Planning and Development Act, 1928-1947, that the resolution of the Bunbury Municipal Council dated the 27th day of September, 1949, and appearing in the *Government Gazette* of the 24th and 31st March and 7th April, 1950, to amplify and amend

its scheme by the inclusion of lots 28 to 32 (inclusive) on L.T.O. Plan 3054 in the business area, was approved by the Hon. the Minister for Local Government and Town Planning on the 21st September, 1951.

V. STEFFANONI,
Acting Chairman, Town Planning Board.

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1947.

Bunbury Municipal Council—Town Planning
Scheme.

Amendment and Amplification.

T.P.B. 80/50, Vol. 40.

IT is hereby notified, for public information, in accordance with section 7 (4) of the Town Planning and Development Act, 1928-1947, that the resolution of the Bunbury Municipal Council dated the 20th March, 1951, and appearing in the *Government Gazette* of the 13th, 20th and 27th of April, 1951, to amplify and amend its scheme by the inclusion of lots 1 and 2 (Certificate of Title Volume 566, Folio 186) and lot 3 (Certificate of Title Volume 591, Folio 51) in the business area, was approved by the Hon. the Minister for Local Government and Town Planning on the 21st September, 1951.

V. STEFFANONI,
Acting Chairman, Town Planning Board.

METROPOLITAN WATER SUPPLY, SEWERAGE
AND DRAINAGE DEPARTMENT.

M.W.S. 1731/50.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in Reticulation Area No. 1, Midland Junction, within the boundaries of the Midland Junction Municipality to serve lots 167-168 George Street, lots 180-181 and lots 195-198 Charles Street, and lots 206-209 North Street.

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 sewers within 30 days from date of service of prescribed notice, and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st December, 1951, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st December, 1951, 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 September, 1951, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE
AND DRAINAGE DEPARTMENT.

M.W.S. Leed. 7155.

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 Area 30, Subiaco, within the boundaries of the Perth Road District, Leederville Ward, to serve lot No. 618 The Boulevard.

The owner of the abovementioned lot is hereby notified that such property is capable of being connected to the sewer, and must, therefore, connect his premises to the sewer within 30 days from date of service of prescribed notice, and is also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st December, 1951, if premises not previously connected, and be payable

in advance. If premises are connected prior to 1st December, 1951, rates will be charged from date of connection.

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

Dated this 28th day of September, 1951, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

ERRATUM NOTICE.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

Perth, 21st September, 1951.

M.W.S. 643/50.

FIGURES "162" appearing in the fourth last line, first column, of the rating notice on page 2548 of *Government Gazette* of 10th November, 1950, should read "163."

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 722/51.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area 2, Bayswater, to serve lot 85 Anzac Street.

The owner of the abovementioned property is hereby notified that such property is capable of being connected to the sewer and must, therefore, connect his premises to the sewer within 30 days from date of service of prescribed notice, and is also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st December, 1951, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st December, 1951, rates will be charged from date of connection.

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

Dated this 28th day of September, 1951, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1195/51.

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 25, Part 1, Subiaco, to serve lots 315-319, The Boulevard, and 329-333 Mimosa Street, Wembley, within the boundaries of the Perth Municipality (Leederville Ward).

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 December, 1951, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st December, 1951, 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 September, 1951, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1597/51.

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

Metropolitan Water Supply Improvements.

Perth Road District—Scarborough.

Proposed 12in. Feeder Main to Killarney Estate.
Description of Proposed Works.

(a) Construction of a 12-inch diameter main (length approximately 108 chains).

(b) The construction of a pump house and the installation of pumping equipment.

The above main to be complete with valves, hydrants and all necessary apparatus.

The Localities in which the Proposed Works Will be Constructed.

(a) Commencing at a point in a right-of-way at rear of lot 1076 Ewen Street and proceeding thence in a North-Westerly direction along said right-of-way to Lynton Street; thence in a Northerly direction along Lynton Street to St. Brigid's Terrace; thence in a Westerly direction along St. Brigid's Terrace to Herbert Street; thence in a Northerly direction along Herbert Street to Newborough Street.

(b) On lot 1228 Scarborough Beach Road.

The above works and localities are shown in red on Plan M.W.S. 7634.

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

To extend the high level system at Scarborough.

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 September, 1951, between the hours of 10 a.m. and 3.30 p.m.

D. BRAND,
Minister for Water Supply, Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 285/51.

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 16, Victoria Park, to serve lots Nos. 63 Sussex Street and lots 11, 1 to 3 and 7 and 6 Devenish Street, Victoria Park.

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 December, 1951, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st December, 1951, 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 September, 1951, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

P.W. 1721/51 ; Ex. Co. No. 1860

PUBLIC WORKS ACT, 1902-1950.

LAND ACQUISITION.

Wanneru Road Board—Housing at Wanneru Road, Wanneru.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Wanneru Townsite—have, in pursuance of the written approval under the Road Districts Act, 1919-1948, and the Public Works Act, 1902-1950, of His Excellency the Administrator, acting by and with the advice of the Executive Council, dated the 26th day of September, 1951, been compulsorily taken and set apart for the purposes of the following public work, namely :—Housing at Wanneru Road, Wanneru.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are shown marked off on Plan, P.W.D., W.A., 33091, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan P.W.D., W.A., No. 33091.	Owner or Reputed Owner.	Description.	Area.
1 and 2	Mary Love	Wanneru Lots 104 and 105 (Certificate of Title Volume 427, Folio 197)	a. r. p. 0 2 0

Certified correct this 18th day of September, 1951.

D. BRAND,
Minister for Works.

J. P. DWYER,
Administrator in Executive Council.

Dated this 26th day of September, 1951.

P.W. 2257/51 ; Ex. Co. No. 1861.

STATE HOUSING ACT, 1946 ; PUBLIC WORKS ACT, 1902-1950.

LAND RESUMPTION.

State Housing at Frederick Street, Belmont.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Swan District—have, in pursuance of the written approval and consent of His Excellency the Administrator, acting by and with the advice of the Executive Council, dated the 26th day of September, 1951, been set apart, taken, or resumed for the purposes of the following public work, namely :—State Housing at Frederick Street, Belmont.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 33090, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan P.W.D., W.A., No. 33090.	Owner or Reputed Owner.	Description.	Area.
....	William O'Malley and Thomas Bellew, Executors of the Will of Denis Crowley (deceased)	Portion of Swan Location 34, being Lot 187 on L.T.O. Plan 1949 (Certificate of Title Volume 187, Folio 162)	a. r. p. 0 0 8

Certified correct this 14th day of September, 1951.

D. BRAND,
Minister for Works.

J. P. DWYER,
Administrator in Executive Council.

Dated this 26th day of September, 1951.

ROAD DISTRICTS ACT, 1919-1948.

Carnarvon Municipality and the Gascoyne-Minilya Road District.

Alteration of Common Boundary.

Notice of Intention.

Local Government Department,
Perth, 14th September, 1951.

P.W. 827/51.

IT is hereby notified, for general information, that it is the intention of His Excellency the Administrator, under the provisions of the Road Districts Act, 1919-1948, to alter the common boundary between the Carnarvon Municipal District and the Gascoyne-Minilya Road District by:—

(1) Transferring all that portion of the Carnarvon Municipal District as described in the Schedule hereto to the Gascoyne-Minilya Road District.

Schedule.

(a) All that portion of the Carnarvon Municipal District North of the Northern boundaries of the present townsite.

(b) All that portion of the Carnarvon Municipal District within Gascoyne Location 99 East of the present townsite boundary.

(2) Transferring all that portion of the Gascoyne-Minilya Road District as described in the Schedule hereto to the Carnarvon Municipal District.

Schedule.

All that portion of the Carnarvon Townsite South of the Southernmost boundary of the present Municipal District.

Plan showing the proposed alterations may be seen at the Local Government Department, Perth.

(Sgd.) VICTOR DONEY,
Minister for Local Government.

THE TRAFFIC ACT, 1919-1950.

Serpentine-Jarrahdale Road Board.

Appointment of Traffic Inspector.

IT is hereby notified, for general information, that Herbert Stanley Wooders, Traffic Inspector to the Harvey District Road Board, has been appointed a Traffic Inspector to this road board also as from the 17th September, 1951.

J. PROCTER,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1948.

Wanneroo Road Board.

Notice of Intention to Borrow.

Proposed Loan of £1,800.

NOTICE is hereby given that at a meeting held on the 19th day of September, 1951, the Wanneroo Road Board resolved to borrow the sum of £1,800, to be expended on works and undertakings in the Wanneroo Road District, the said undertakings and works being the reticulation of reserve 12990 (Showground Reserve).

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

The amount of £1,800 is proposed to be raised by the sale of debentures repayable with interest by 20 half-yearly instalments over a period of 10 years after the date of issue thereof, in lieu of the formation of a sinking fund. Such debentures shall bear interest at a rate not exceeding four pounds per centum per annum (£4 per cent.) pay-

able half-yearly. The amount of the said debentures and interest thereon to be paid at the office of the Board, Wanneroo.

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 the whole of the district, and any loan rate applicable may be levied on all rateable land in the district.

Dated the 20th day of September, 1951.

J. T. STEELE,
Chairman.

S. W. REES,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1948.

Bruce Rock Road Board.

Notice of Intention to Borrow.

Loan No. 25—£500.

NOTICE is hereby given that at a meeting of the Board held on the 19th day of September, 1951, the Bruce Rock Road Board resolved to borrow the sum of five hundred pounds (£500) to be expended on works and undertakings in the Bruce Rock Road District, the said works and undertakings being the construction of roadways.

All particulars showing the 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 portion of the Bruce Rock Road District which is to be served by the works to be carried out with the proceeds of the loan is the Town Ward (Bruce Rock Townsite) of the said district, as defined in the *Government Gazette* dated the 6th September, 1929, and any loan rate applicable to such loan will be levied on the rateable land in the Town Ward only.

The amount of £500 is proposed to be raised by the sale of debentures repayable with interest in 30 equal half-yearly instalments over a period of 15 years from the date of issue thereof. Such debentures shall bear interest at a rate not exceeding 4½ per centum per annum payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the State Treasury Department, Perth.

Dated this 20th day of September, 1951.

J. M. STEWART,
Vice-Chairman.

N. N. McDONALD,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1948.

Bruce Rock Road Board.

Proposed Loan No. 33—£2,000.

Notice of Intention to Borrow.

NOTICE is hereby given that the Bruce Rock Road Board, at a meeting held on the 19th day of September, 1951, resolved to borrow the sum of two thousand pounds (£2,000) to be expended on works and undertakings in the said district, the said works and undertakings being the erection of public conveniences on lots 48 and 49, Bruce Rock.

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

The amount of £2,000 is proposed to be raised by the sale of debentures repayable with interest in 40 equal half-yearly instalments over a period of 20 years from the date of issue thereof. Such debentures shall bear interest at a rate not exceeding 4½ per centum per annum payable half-yearly.

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

Dated this 20th day of September, 1951.

J. M. STEWART,
Vice-Chairman.
N. N. McDONALD,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1948.

Bruce Rock Road Board.

Proposed Loan No. 34—£7,000.

Notice of Intention to Borrow.

NOTICE is hereby given that the Bruce Rock Road Board, at a meeting held on the 19th day of September, 1951, resolved to borrow the sum of seven thousand pounds (£7,000) to be expended on works and undertakings in the Bruce Rock Road District, the said works and undertakings being the purchase of a No. 12 "Steelweld" road patrol.

All particulars showing the 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 £7,000 is proposed to be raised by the sale of debentures repayable with interest in 14 equal half-yearly instalments over a period of seven years from the date of issue thereof. Such debentures shall bear interest at a rate not exceeding 4 per centum per annum payable half-yearly. The amount of the said debentures and interest thereon is to be paid to the State Treasury Department, Perth.

Dated this 20th day of September, 1951.

J. M. STEWART,
Vice-Chairman.
N. N. McDONALD,
Secretary.

TRAFFIC ACT, 1919-1949.

Murray Road Board.

Appointment of Inspector.

THIS is to certify that Herbert Stanley Wooders is a duly appointed Inspector under the Traffic Act, 1919-1949, for the Murray Road District.

Dated at Pinjarra this 24th day of September, 1951.

A. F. BROWN,
Chairman, Murray Road Board.

MURRAY ROAD BOARD.

Loan No. 1—Notice of Intention to Borrow the Sum of £3,000.

(Improvements to Sports Ground.)

FURTHER to the notice published in the *South Western Advertiser* under dates 28/6/51, 5/7/51, and 12/7/51, and the *Government Gazette* under date 29/6/51, it is hereby notified that the rate of interest has been changed from 3½ per cent. to 4 per cent., but in all other respects the proposal is unaltered.

(Sgd.) A. F. BROWN,
Chairman.
H. A. SEAR,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1946.

Lake Grace Road Board.

Notice of Intention to Borrow—Proposed Loan No. 11 of £3,000.

NOTICE is hereby given that the Lake Grace Road Board proposes to borrow the sum of three thousand pounds (£3,000) to be expended on works and

undertakings in the Lake Grace Road District, the said works and undertakings being the purchase of two (2) forty (40) horsepower engines and generators, switchboard and installation at the Lake Grace Power House.

A statement showing details of the proposed expenditure of the money to be borrowed is open for inspection at the office of the Board, Lake Grace, for one month from the publication hereof, between the hours of 9 a.m. and 5 p.m., from Monday to Friday (inclusive).

The amount of three thousand pounds (£3,000) is proposed to be raised by the sale of debentures repayable with interest by twenty (20) half-yearly instalments over a period of ten (10) years after the date of issue thereof, in lieu of the formation of sinking fund. The debentures shall bear interest at a rate not exceeding four pounds (£4) per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the State Treasury, Perth.

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 Lake Grace Road District, namely, the Town Ward, and any loan rate applicable to such loan will be levied only on the rateable land within the said Town Ward of the said district.

Dated this 10th day of September, 1951.

D. L. ELLIOTT,
Chairman.
W. COLQUHOUN,
Secretary.

DARLING RANGE ROAD BOARD.

IT is hereby notified, for general information, that Mr. Harry Lander has been appointed as Building Surveyor to the Darling Range Road Board with effect from the 1st of August, 1951.

R. C. OWEN,
Chairman.

CASH ORDER LOST.

Department of Agriculture,
Perth, 4th September, 1951.

Corr. 794/38.

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

Date, 31/8/51; cash order 23002; amount, £12 13s. 11d.; drawer, K. T. Lutz; payee, A. N. Burston.

A. McK. CLARK,
Acting Director of Agriculture.

Western Australia.

DRIED FRUITS ACT, 1947.

Notice of Election.

NOTICE is hereby given that an election, by registered growers entitled to vote, of four representatives for appointment as members of the Dried Fruits Board, to hold office until 31st day of December, 1954, will take place at the office of the Dried Fruits Board, Room No. 2, Third Floor, 135 St. George's Terrace, Perth, on Monday, the 10th day of December, 1951, closing at 10 o'clock in the forenoon on such date.

Nomination of candidates shall be made in accordance with the Dried Fruits Act Regulations and must be received by the Secretary of the Dried Fruits Board at the abovementioned address not later than 10 o'clock in the forenoon on Tuesday, the 6th day of November, 1951.

Dated this 25th day of September, 1951.

J. WADE,
Secretary to the Dried Fruits Board.

EDUCATION ACT, 1928-1943.

Education Department,
Perth, 19th September, 1951.

HIS Excellency the Administrator in Executive Council, has been pleased to approve of the amendments, as set out in the Schedule hereto made by the Minister for Education pursuant to the powers conferred by section 28 of the Education Act, 1928-1943, of the Education Act Regulations, 1949, published in the *Government Gazette* on the 26th day of July, 1949 and amended from time to time thereafter by notices published in the *Government Gazette*.

(Sgd.) T. L. ROBERTSON,
Director of Education.

Schedule.

The abovementioned regulations are amended by deleting paragraphs (i), (ii), (iii) of paragraph (s) of regulation 35 and inserting in lieu thereof the following:—

- (s) (i) As from 1st January, 1951, permanent High School teachers with the necessary qualifications and service shall be eligible to apply for inclusion in the promotion lists for class V or class VI schools on conditions applicable to teachers in primary schools. Such teachers shall be eligible also to apply for appointment as head teachers of Junior High Schools when such positions become vacant.
- (ii) Head Teachers of Junior High Schools with the necessary qualifications and service shall be eligible to apply for inclusion in the promotion list for class I primary schools. For the purpose of this regulation a Junior High School shall be deemed to be a class II primary school.
2. Regulation 36 is amended by substituting for the word, figure and letter "Class 1A" in line 2 the words "Junior High".

EDUCATION ACT, 1928-1943.

Education Department,
Perth, 19th September, 1951.

HIS Excellency the Administrator in Executive Council, has been pleased to approve of the amendments, as set out in the Schedule hereto made by the Minister for Education pursuant to the powers conferred by section 28 of the Education Act, 1928-1943, of the Education Act Regulations, 1949, published in the *Government Gazette*, on the 26th day of July, 1949, and amended from time to time thereafter by notices published in the *Government Gazette*.

(Sgd.) T. L. ROBERTSON,
Director of Education.

Schedule

The abovementioned regulations are amended as follows:—

1. Regulation 29 paragraph (1) subparagraph (c) is amended by adding the following:—
- Graduate students who attain the "B2" classification at the completion of one year's course of training at the Teachers' College shall be eligible for the "B1" classification after two years' teaching service provided they gain an efficiency mark of not less than 77 in the second year of teaching.
2. Delete regulation 69 and insert in lieu thereof a new regulation 69 as follows:—
- 69 (1) Except with the express permission of the Minister, which permission may at any time be withdrawn, no teacher shall—
- (a) apply for any license or permit under any Federal or State law for the purpose of conducting, carrying on or engaging in any business, trade or occupation for gain or reward; or
 - (b) accept or continue to hold an office in or under the Government or a paid office in or under any public or municipal corporation; or
 - (c) accept or continue to hold or discharge the duties of or be employed in a paid office in connection with any banking, insurance, mining, mercantile, or other commercial business, whether the same be carried on by any corporation, company, firm or individual; or
 - (d) engage in or undertake any such business whether as principal or agent; or
 - (e) engage or continue in the private practice of any profession; or
 - (f) accept or engage in any employment for reward other than in connection with the duties of his office or offices under the State or the Commonwealth.
- (2) Nothing herein contained shall be deemed to prevent an officer—
- (a) from becoming a member or shareholder only of any incorporated company or of any company or society of persons registered under any statute; or
 - (b) from accepting and continuing to hold any office in any society founded under the law relating to friendly societies for the benefit of public servants only.

3. Regulation 161 paragraph (3) (*Government Gazette* 11/8/1950) is amended by adding the following:—

If the children board at an institution the allowance may, at the discretion of the Minister, be paid direct to such institution.

4. Delete regulation 186 and insert in lieu thereof a new regulation 186 as follows:—

186 (1) Students who are absent from College on account of illness may be granted leave with no reduction in their allowance in accordance with the following scale:—

With at least six months' service as student monitor teacher—
one month with full allowances and three months with half allowance.

With no previous Departmental service and under six months' studentship—one day per month with full allowance for each completed month's studentship in college.

(2) For the purpose of granting sick leave studentship in college shall count as a qualifying period for benefits under regulation 52 (1) and (2).

5. Regulation 199 is amended by inserting after paragraph (2), paragraph (3) as follows:—

(3) Technical Schools (Class II) which shall have an enrolment of at least 300 individual students of whom either at least 25 shall be students taking a full time course or at least 150 shall be registered trade apprentices attending day classes for the full term of their apprenticeships.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
364/51	Date. 1951. Sept. 20	Mr. A. Silverton, Seafoods, Ltd.	389A, 1951	Fish, Fresh and Quick Frozen for Government Institutions and Hospitals within the Metropolitan Area and for Wooroloo Sanatorium, as may be required during period from 1st October, 1951, to 31st March, 1952, as per Items 1, 2, 3, 5, 10, 11 and 12	Various	Rates on application.
1048/51	do.	W. O. Johnston & Sons	425A, 1951	Fresh Meat, F.O.R., Perth, as specified for Kalgoorlie Hospital, as may be required during period from 1st October, 1951, to 31st March, 1952, as per Items 20 to 38 inclusive	Public Health	Rates on application.
1048/51	do.	W. O. Johnston & Sons	424A, 1951	Fresh Meat, F.O.R., Perth, as specified for Coolgardie Hospital, as may be required during period 1st October, 1951, to 31st March, 1952, as per Items 20 to 38 inclusive	Public Health	Rates on application.
956/51	do.	Harris Scarfe & Sandovers, Ltd.	387A, 1951	1 only "Petroflex" Trolley Machine, as specified, delivered to Plant Depot, Jewell Street, East Perth, as per Item 2	Public Works	£162 less 10%.
925/51	do.	John Dunstan & Son (W.A.), Ltd.	374A, 1951	3,000 cub. yds. of Sand, delivered where directed within a radius of two miles of the Midland Junction Town Hall	Metropolitan Water Supply	5s. 8d. per cub. yd.
878/51	do.	Atkins (W.A.), Ltd.	350A, 1951	2 only Composite Air Compressor Sets, as specified, delivered into Metropolitan Water Supply Department Store, Loftus Street, Leederville, as per Items 1 and 2	Metropolitan Water Supply	£425 4s. per set.
1027/51	do.	Flower Davies & Johnson, Ltd.	414A, 1951	1 only "Howard" 18 in. cwt. Rotary Hoe, delivered, F.O.R., Perth	Mines	£295 less 5%.
1163/51	do.	Mr. A. C. Harris	300A, 1951	Purchase and Removal of Secondhand "Southern Cross" 3 h.p. Vertical Oil Engine	Public Works	£2 10s.
895/51	do.	K. Johnstone	360A, 1951	Piles, Stringers and Corbels for two bridges over the Dale River, as per Items 1, 2 and 3, delivered to site.	Main Roads	Rates on application.
821/51	do.	.....	332A, 1951	Power Mower and Pick Up Baler, delivered F.O.R., Perth, as follows:—	Education	
		International Harvester Co.	.....	Item 1	.....	£972.
		H. V. McKay Massey Harris Pty., Ltd.	.....	Item 2B	.....	£140 12s. 6d.

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

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing
1951.			1951.
Sept. 13	463A, 1951	Tobacco, Cigarettes and Cigarette Papers	Oct. 4
Sept. 13	466A, 1951	F.A.Q. to Prime Wheat Chaff	Oct. 4
Aug. 23	478A, 1951	Underground Cable for S.E.C.	Oct. 4
Sept. 4	.....	Burials, Country Towns, 1952	Oct. 4
Sept. 20	476A, 1951	Taxi Transport between Sunset and Royal Perth Hospital	Oct. 4
Sept. 20	479A, 1951	Washing of Roller and Face Towels	Oct. 4
Sept. 25	484A, 1951	Firewood for No. 8 Pumping Station	Oct. 4
Sept. 20	480A, 1951	Iron Farm Gates, 12 ft.	Oct. 11
Sept. 27	.....	Butter for Government Institutions	Oct. 11
Sept. 27	490A, 1951	Diesel Engine for Nallan Pumping Station	Oct. 11
Aug. 23	420A, 1951	Flow Measuring Instruments for Trunk Mains	Extended to Oct. 11
Sept. 13	452A, 1951	Kitchen Equipment for Fremantle Hospital	Oct. 11
Sept. 6	448A, 1951	Blower System for Keenan Pine Sawmill	Oct. 11
Sept. 20	467A, 1951	Sheet Metal Welder	Oct. 11
Sept. 13	468A, 1951	Motorised Column Drilling Machine	Oct. 11
Sept. 20	475A, 1951	Firewood for Laverton State Battery	Oct. 11
Sept. 20	470A, 1951	Thickening and Planing Machine	Oct. 18
Sept. 20	474A, 1951	Portable Pumping Plant	Oct. 18
Sept. 6	450A, 1951	Pumping Plant for Wongan Hills	Oct. 18
Sept. 13	454A, 1951	3 in. G.M. Steam Valves	Oct. 18
Sept. 11	459A, 1951	Portable Pumping Plant, Country Towns Water Supply	Oct. 18
Aug. 21	409A, 1951	High Tension Switch Gear and Cable Isolator Units	Extended to Oct. 18
Aug. 21	410A, 1951	6,000 K.V.A. Transformers	Extended to Oct. 18
Sept. 6	441A, 1951	Sterilizing Equipment	Oct. 18
Sept. 6	444A, 1951	High Tension Automatic Feeder Step Voltage Regulators	Oct. 18
Sept. 6	447A, 1951	Manganese Steel Crossing Casting	Oct. 18
Sept. 20	477A, 1951	Exhaust Fan Unit for Mullewa Hospital	Oct. 18
Sept. 25	485A, 1951	Chlorinating Plant for Wellington Dam	Oct. 25
Sept. 4	437A, 1951	Recorder for Standing Wave Flume for Kangaroo Gully	Oct. 25
Aug. 2	378A, 1951	Rails, Fishplates, Fishbolts and Spring Washers	*Oct. 25
Aug. 28	419A, 1951	Electrical Pumping Equipment for Roleystone	Extended to Oct. 25
Aug. 16	402A, 1951	Electric Pumping Equipment for Artesian Bore at Attadale	Extended to Oct. 25
Sept. 13	460A, 1951	Bain Marias and Coffee Urns for Government House Ballroom	Oct. 25
Sept. 13	461A, 1951	Internal Combustion Engine Driven Road Rollers, 6-7 tons	Oct. 25
Sept. 20	472A, 1951	Steel Sections for State Saw Mills	Oct. 25
Sept. 20	473A, 1951	Steel Sections for State Engineering Works	Oct. 25
Sept. 6	445A, 1951	22 K.V. Outdoor Type Automatic Line Voltage Regulators	Nov. 1
Sept. 27	489A, 1951	Stainless Steel Sink and Drainers	Nov. 1
Aug. 16	388A, 1951	Machinery for W.A. Government Railways Commission	*Nov. 8
Sept. 11	452A, 1951	Diesel Locomotive, 10-12 ton, for Wyndham	Nov. 8
Sept. 27	493A, 1951	Cable for Collie Power Station	Nov. 22
Sept. 6	449A, 1951	Transformers, 500 K.V.A. 3 Phase	Dec. 13
Sept. 25	492A, 1951	Lifting Jacks, 10-15 ton capacity	*Dec. 20
Jan. 16	23A, 1951	Gas Making and Ancillary Plant	Extended to *Dec. 20
July 3	302A, 1951	Hydro-electric Turbine for Wellington Dam	1952. *Jan. 17
July 31	365A, 1951	†30,000 Kilowatt Turbo Alternator and Condensing Plant, etc., for East Perth Power Station	Feb. 7
Aug. 16	371A, 1951	†One 150,000 lb. per hour (M.C.R.) Boiler and Combustion Equipment, etc., for East Perth Power Station	Feb. 21
Aug. 13	372A, 1951	†30,000 Kilowatt Turbo-Alternators with Condensing Plant, Stepup and Unit Transformers for Bunbury Generating Station	Mar. 13
Aug. 13	373A, 1951	†Station Building and Combustion Equipment for Bunbury Generating Station	Mar. 13

* Tender Forms, etc., available at the Office of the Agent General for Western Australia in London.

† Specifications and Drawings available from W.A. Government Tender Board, 74 Murray Street, Perth, or the Agent General for W.A., 115 The Strand, London, W.C.2. at £2 2s. per set.

For Sale by Tender.

1951.			1951.
Sept. 18	464A, 1951	Disposal International TD9 Diesel Crawler Tractor	Oct. 4
Sept. 18	469A, 1951	Disposal Scrap Steel	Oct. 4
Sept. 20	483A, 1951	Lister Vertical Oil Engine, 3 h.p.	Oct. 4
Sept. 20	478A, 1951	"Birbec" 3½ ton Electric Direct Arc Furnace	Nov. 11
Sept. 20	481A, 1951	Power Crosscut Saws, 8 only	Oct. 11
Sept. 20	482A, 1951	"Hornet" Power Saw	Oct. 11
Sept. 24	486A, 1951	Galvanised Iron Tubing	Oct. 11
Sept. 25	487A, 1951	Singola Piano	Oct. 11
Sept. 25	488A, 1951	Bedford 30 cwt. Truck, 1948 model	Oct. 11
Sept. 27	491A, 1951	Caterpillar Crawler Tractor	Oct. 11
Sept. 20	471A, 1951	Laundry Machinery	Oct. 11

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the abovementioned until 10 a.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.

20th September, 1951.

A. H. TELFER,
 Chairman

REGISTRATION OF MINISTERS.

Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1948.

Registrar General's Office,
Perth, 26th September, 1951.

Cancellations.

It is hereby published, for general information, that the names of the undermentioned ministers have been duly removed from the register in this office of ministers registered for the Celebration of Marriages throughout the State of Western Australia:—

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

Roman Catholic Church.

23/51; 31/7/51; Rev. Isidore Ruiz, O.S.B.; New Norcia; Moora.

Perth Hebrew Congregation Incorporated.

70/42; 17/7/51; Rev. Israel Leon Zouf; 119 Brisbane Street, Perth; Perth.

Church of England.

22/51; 25/9/51; Rev. Thomas Ockerby Hurst, B.A.; 7 Carson Street, Victoria Park; Perth.

R. J. LITTLE,
Registrar General.

APPOINTMENTS.

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

Registrar General's Office,
Perth, 25th September, 1951.

THE following appointments have been approved:—

R.G. No. 111/48—Sergeant Norman Ruthven, to act temporarily as Assistant District Registrar of Births and Deaths for the Wellington Registry District, to maintain an office at Harvey, during the absence on leave of Sergeant Edward Percival Emberson; appointment to date from 10th September, 1951.

R.G. No. 93/41—Constable Herbert Clifford Catt, to act temporarily as Assistant District Registrar of Births and Deaths for the Sussex Registry District, to maintain an office at Margaret River, during the absence on leave of Constable John Rawson Jenkinson; appointment to date from 3rd September, 1951.

R.G. No. 94/42—Constable Thomas Harry Price, to act temporarily as Assistant District Registrar of Births and Deaths, for the Irwin Registry District, to maintain an office at Morawa, during the absence on annual leave of Constable Brian Parker Finlayson; appointment to date from 24th September, 1951.

R. J. LITTLE,
Registrar General.

THE MINING ACT, 1904-1950.

Notice of Intention to Forfeit Leases
for Non-payment of Rent.

Department of Mines,
Perth, 10th September, 1951.

IN accordance with section 97 of the Mining Act, 1904-1950, notice is hereby given that, unless the rent due on the undermentioned leases be paid on or before the 26th day of October, 1951, it is the intention of the Administrator, under the provisions of section 98 of the Mining Act, 1904-1950, to forfeit such leases for breach of covenant, viz., non-payment of rent.

A. H. TELFER,
Under Secretary for Mines.

ASHBURTON GOLDFIELD.

47—STAR OF THE WEST: Iverson, Albert Edward.

BROAD ARROW GOLDFIELD.

2188W—GOLDEN PENNY: Prnich, Mate.

COOLGARDIE GOLDFIELD.

Coolgardie District.

5239—BAYLEY'S REWARD: Phoenix Gold Mines Pty. Limited.

5245—TINDALS No. 1: Consolidated Gold Mines of Coolgardie Limited.

Coolgardie District—continued.

5246—TINDALS No. 2: Consolidated Gold Mines of Coolgardie Limited.

5247—TINDALS No. 3: Consolidated Gold Mines of Coolgardie Limited.

5248—BIG BLOW: Consolidated Gold Mines of Coolgardie Limited.

5256—NEW COOLGARDIE: Phoenix Gold Mines Pty. Limited.

5257—BAYLEY'S SOUTH: Phoenix Gold Mines Pty. Limited.

5259—TINDALS CENTRAL: Consolidated Gold Mines of Coolgardie Limited.

5295—EMPRESS OF COOLGARDIE: Consolidated Gold Mines of Coolgardie Limited.

5296—TINDALS CENTRAL EXTENDED: Consolidated Gold Mines of Coolgardie Limited.

5297—DREADNOUGHT EXTENDED: Consolidated Gold Mines of Coolgardie Limited.

5302—BLACK PRINCE: Phoenix Gold Mines Pty.

5309—BAYLEY'S BORONIA: Phoenix Gold Mines Pty. Limited.

5315—BAYLEY'S BORONIA EXTENDED: Phoenix Gold Mines Pty. Limited.

5317—FRANK: Consolidated Gold Mines of Coolgardie Limited.

5324—SPARGOS: Spargos Reward Gold Mine (1935) No Liability.

5325—GOLDEN GULLY: Spargos Reward Gold Mine (1935) No Liability.

5328—DREADNOUGHT: Consolidated Gold Mines of Coolgardie Limited.

5330—UNDAUNTED: Consolidated Gold Mines of Coolgardie Limited.

5333—DREADNOUGHT CENTRAL: Consolidated Gold Mines of Coolgardie Limited.

5334—NORTH DREADNOUGHT: Consolidated Gold Mines of Coolgardie Limited.

5344—BAYLEYS CONSOLS EXTENDED: Phoenix Gold Mines Pty. Limited.

5362—SPARGOS No. 3: Spargos Reward Gold Mine (1935) No Liability.

5363—SPARGOS No. 4: Spargos Reward Gold Mine (1935) No Liability.

5466—TINDALS SOUTH: Consolidated Gold Mines of Coolgardie Limited.

5470—BAYLEYS EXTENDED: Phoenix Gold Mines Pty. Limited.

5475—REDEMPTION EXTENDED NORTH: Phoenix Gold Mines Pty. Limited.

5481—TINDALS NORTH No. 3: Consolidated Gold Mines of Coolgardie Limited.

5482—TINDALS NORTH No. 2: Consolidated Gold Mines of Coolgardie Limited.

5483—TINDALS NORTH No. 1: Consolidated Gold Mines of Coolgardie Limited.

5484—TINDALS NORTH No. 4: Consolidated Gold Mines of Coolgardie Limited.

5486—LADY CARMEN: Consolidated Gold Mines of Coolgardie Limited.

5488—TINDALS No. 3 WEST: Consolidated Gold Mines of Coolgardie Limited.

5492—COCKSHOT NORTH: Phoenix Gold Mines Pty. Limited.

5493—COCKSHOT WEST: Phoenix Gold Mines Pty. Limited.

5502—FLAGSTAFF: Consolidated Gold Mines of Coolgardie Limited.

5504—TINDALS No. 4 WEST: Consolidated Gold Mines of Coolgardie Limited.

5505—EMPRESS OF COOLGARDIE SOUTH: Consolidated Gold Mines of Coolgardie Limited.

5532—TINDALS EAST: Consolidated Gold Mines of Coolgardie Limited.

5533—REDEMPTION: Phoenix Gold Mines Pty. Limited.

5534—REDEMPTION EXTENDED: Phoenix Gold Mines Pty. Limited.

5535—COSGROVES: Phoenix Gold Mines Pty. Limited.

5548—GREAT HOPE: Consolidated Gold Mines of Coolgardie Limited.

5572—BAYLEYS CONSOLS: Phoenix Gold Mines Pty. Limited.

5583—COCKSHOT NORTH EXTENDED: Phoenix Gold Mines Pty. Limited.

5586—COCKSHOT: Phoenix Gold Mines Pty. Limited.

5609—COCKSHOT NORTH EXTENDED EAST: Phoenix Gold Mines Pty. Limited.

Coolgardie District—continued.

- 5611—BAYLEYS WEST: Phoenix Gold Mines Pty.
 5612—KINGS CROSS NORTH: Phoenix Gold Mines Pty. Ltd.
 5613—KINGS CROSS: Phoenix Gold Mines Pty. Limited.
 5628—IVES REWARD CONSOLIDATED: Ives, Leonard.
 5629—IVES REWARD CONSOLIDATED EAST: Ives, Leonard.
 5656—ALICIA: Consolidated Gold Mines of Coolgardie Limited.
 5657—ALICIA SOUTH: Consolidated Gold Mines of Coolgardie Limited.
 5672—VALE OF COOLGARDIE: Burbanks-Bonnievale Prospecting Coy.
 5673—WESTRALIA: Burbanks-Bonnievale Prospecting Coy.
 5726—MAIN LODE EXTENDED: Taylor, John Valentine.
 5727—MAIN LODE NORTH: Taylor, John Valentine.
 5756—IVANHOE: Scahill, Ernest; Prior, Benjamin Austin.
 5770—LONDONDERRY: Taylor, John Valentine.
 5792—EMPRESS OF INDIA: Taylor, John Valentine.
 5795—MAIN LODE EAST: Taylor, John Valentine.
 5797—MAIN LODE EAST EXTENDED: Taylor, John Valentine.
 5798—ALPHA: Western Mining Corporation Limited.
 5799—BETA: Western Mining Corporation Limited.
 5800—GAMMA: Western Mining Corporation Limited.
 5801—DELTA: Western Mining Corporation Limited.
 5802—EPSILON: Western Mining Corporation Limited.
 5803—ZETA: Western Mining Corporation Limited.
 5804—THETA: Western Mining Corporation Limited.
 5805—IOTA: Western Mining Corporation Limited.
 5806—KAPPA: Western Mining Corporation Limited.
 5807—LAMBDA: Western Mining Corporation Limited.
 5808—OMIGRON: Western Mining Corporation Limited.
 5809—SIGMA: Western Mining Corporation Limited.
 5810—UPSILON: Western Mining Corporation Limited.
 5811—OMEGA: Western Mining Corporation Limited.
 5819—LONDONDERRY SOUTH: Taylor, John Valentine.
 5820—LONDONDERRY NORTH: Taylor, John Valentine.
 5839—MOUNT NORTH: Graham William.
 5843—MOUNT WEST: Kings, Frank Thomas.
 5862—BURBANKS DEEPS: Taylor, John Valentine.

Kunanalling District.

- 1040S—PREMIER NORTH-WEST EXTENDED: Western Mining Corporation Limited.
 1041S—PREMIER NORTH-WEST: Western Mining Corporation Limited.
 1042S—PREMIER NORTH EXTENDED: Western Mining Corporation Limited.
 1043S—PREMIER SOUTH: Western Mining Corporation Limited.

DUNDAS GOLDFIELD.

- 1468—BRONZEWING: James, Vincent Arthur.
 1617—CAESAR: James, Vincent Arthur.
 1624—VALHALLA: Petrovich, George.

EAST COOLGARDIE GOLDFIELD.

East Coolgardie District.

- 5437E—NORTH END EXTENDED: Newburn, George Robert; Gordoni, Giacomo; Stahl, Frederick Henry.
 5468E—PHARLAP: Rosenberg, Ian Albert.
 6025E—BELLE OF KALGOORLIE: Saunders, Richard.
 6036E—WANDOO: Board, John Edward.
 6043E—LAUNA DOONE: Morley, Robert George.
 6048E—AULD ACQUAINTANCE: Rosenberg, Ian Albert.

East Coolgardie District—continued.

- 6214E—GREAT PATIENCE: Rosenberg, Ian Albert.
 6235E—NEVILLE: Tiffen, Bernard.
 6236E—GOLDEN MILE NORTH: Hill, William Campbell Joseph.
 6248E—BOONGUL: Donovan, Robert John.
 6249E—FAIR PLAY: Larsen, Eric Michael Augustus; Skehan, Edward Augustus.

EAST MURCHISON GOLDFIELD.

Black Range District.

- 1046B—CAMBERRA: Adams, Thomas; Janson, Alexander.

Lawlers District.

- 1236—WAROONGA: Australian Gold Production Limited.
 1240—WAROONGA WEST: Australian Gold Production Limited.
 1249—WAROONGA EXTENDED: Australian Gold Production Limited.
 1269—WAROONGA NORTH EAST: Australian Gold Production Limited.
 1270—WAROONGA EAST: Australian Gold Production Limited.
 1271—WAROONGA SOUTH EAST: Australian Gold Production Limited.
 1287—WAROONGA No. 1: Australian Gold Production Limited.
 1295—TALCARINI: Australian Gold Production Limited.
 1302—WAROONGA SOUTH No. 3: Australian Gold Production Limited.
 1303—WAROONGA SOUTH No. 2: Australian Gold Production Limited.
 1304—WAROONGA SOUTH No. 1: Australian Gold Production Limited.
 1310—WAROONGA EXTENDED SOUTH: Australian Gold Production Limited.
 1311—WAROONGA NORTH: Australian Gold Production Limited.
 1312—EMU: Australian Gold Production Limited.
 1313—EMU EXTENDED: Australian Gold Production Limited.
 1326—WAROONGA EXTENDED SOUTH DEEPS: Australian Gold Production Limited.
 1327—WAROONGA DEEPS: Australian Gold Production Limited.
 1328—EMU DEEPS: Australian Gold Production Limited.
 1329—NEW WOMAN NORTH EXTENDED DEEPS: Australian Gold Production Limited.
 1334—WAROONGA EXTENDED DEEPS: Australian Gold Production Limited.
 1346—BELLEVUE: White, Allan Noel.

Wiluna District.

- 677J—LUCKY HIT: Bower, Bertram George.

KIMBERLEY GOLDFIELD.

- 97—RUBY QUEEN: Thomas, Samuel.
 98—GOLIATH: Thomas, Samuel.
 99—RUBY QUEEN NORTH: Thomas, Samuel.
 100—ST. LAWRENCE: Thomas, Samuel.
 102—RUBY QUEEN EXTENDED: Thomas, Samuel.
 109—MT. BRADLEY: Brown, Lawrence Edward.

MOUNT MARGARET GOLDFIELD.

Mount Malcolm District.

- 1829C—JESSIE ALMA: Mazza, Lorenzo; Mazza, Giacomo Antonio.
 1830C—JESSIE ALMA NORTH: Mazza, Lorenzo; Mazza, Giacomo Antonio.

Mount Margaret District.

- 2216T—BERIA MAIN LODE: Grubelich, Miroslav.
 2500T—WESTRALIA: Bridgeman, Henry Victor Stanley.
 2501T—WESTRALIA SOUTH: Bridgeman, Henry Victor Stanley.
 2508T—MORGOOD: Bridgeman, Henry Victor Stanley.

MURCHISON GOLDFIELD.

Day Dawn District.

- 664D—ECLIPSE: Zadow, John Claude.
 667D—ECLIPSE EXTENDED: Zadow, John Claude.
 668D—ECLIPSE AMALGAMATED: Zadow, John Claude.
 670D—ECLIPSE NORTH: Zadow, John Claude.
 676D—ECLIPSE AMALGAMATED SOUTH: Zadow, John Claude.

Meeekatharra District.

- 1542N—INGLINGTON ALBERTS: Brodie-Hall, Lawrence Charles; Gerick, Ivor Richard; Hutchinson, Marta Lena; Metcalfe, Christopher Duddell; Walsh, Esmond Thomas; Meeekatharra Sands Treatment N.L.
 1547N—LADY CENTRAL: Horley, Lance Charles.
 1853N—BLUE BIRD: Gibson, Bernard; Scott, Frank Muir.
 1855N—COMMODORE: Cabassi, Felice Carlo; Pirone, Pietro; Sceresia, Primo; Young, James Francis.
 1872N—BLUE PEDRO: Rinaldi, Dominic; Wilson, Cyril Clarence.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

- 5753Z—QUINN HILLS: Doukas, Aphrodite.
 5760Z—PRETTY EASY: Clark, Joseph William.

Niagara District.

- 933G—NEW GLADSTONE: George-Kennedy, Patrick Clive; Hamilton, Michael; Solly, Clifford; Solly, Keith Harold.

Ularring District.

- 1074U—TWO CHINAMEN: Abbott, Olive Judith; Black, Cecil Alexander; Brooking, Mervyn; Copley, Oscar James; Kyle, Ronald James; Lawton, Walter John; Longfellow, Arthur Ferguson; Macknish, Charles Hedley.
 1089U—PARAMOUNT: Lawton, Walter John.
 1101U—EMERALD: Bassett, Ernest Robert.
 1153U—FOUR MILE: Van Vierssen Trip, Hendrik Jan.

Yerilla District.

- 1011R—NETA: Paget Gold Mines of Edjudina Ltd.
 1119R—GENEVE: Paget Gold Mines of Edjudina Ltd.
 1120R—SENATE: Paget Gold Mines of Edjudina Ltd.
 1121R—NETA EXTENDED: Paget Gold Mines of Edjudina Ltd.
 1122R—NETA JUNCTION: Paget Gold Mines of Edjudina Ltd.
 1307R—SUFFOLK: Paget Gold Mines of Edjudina Ltd.
 1308R—BERKSHIRE: Paget Gold Mines of Edjudina Ltd.
 1322R—SHEBA: Mandelstam, Herman.

PEAK HILL GOLDFIELD.

- 575P—LABOURCHERE MAIN LODE: Gibson, Bernard; Scott, Frank Muir.

PILBARA GOLDFIELD.

- 1006—URANUS: Comet Gold Mines Limited.
 1014—EASTERN STAR: Comet Gold Mines Limited.
 1040—NORMAY: Australian Mining and Industrial Finance Pty. Limited.
 1042—NORMAY EXTENDED: Australian Mining and Industrial Finance Pty. Limited.

YILGARN GOLDFIELD.

- 3557—GREAT VICTORIA BLOCK 1: Burbidge Gold Mines No Liability.
 3558—GREAT VICTORIA BLOCK 2: Burbidge Gold Mines No Liability.

YILGARN GOLDFIELD—*continued.*

- 3559—GREAT VICTORIA BLOCK 3: Burbidge Gold Mines No Liability.
 3562—GREAT VICTORIA BLOCK 6: Burbidge Gold Mines No Liability.
 3572—GREAT VICTORIA BLOCK No. 10: Burbidge Gold Mines No Liability.
 3577—GREAT VICTORIA BLOCK No. 11: Burbidge Gold Mines No Liability.
 3868—EVANSTON: Ridge, Maurice Hennessy; Ridge, William Bernard; Ridge, Richard Plunkett.
 3870—EVANSTON EAST: Ridge, Maurice Hennessy; Ridge, William Bernard; Ridge, Richard Plunkett.
 3888—GOLDIES: Ridge, Maurice Hennessy; Ridge, William Bernard; Ridge, Richard Plunkett.
 3987—GRAND NATIONAL: Burbidge Gold Mines No Liability.
 3994—GREAT VICTORIA SOUTH: Burbidge Gold Mines No Liability.
 4001—EVERETT: Ridge, Maurice Hennessy; Ridge, William Bernard; Ridge, Richard Plunkett.
 4007—GREAT VICTORIA EAST: Burbidge Gold Mines N.L.
 4164—PRINCE GEORGE: Burbidge Gold Mines N.L.
 4176—BRONCHO LINKS: Burbidge Gold Mines N.L.
 4288—TWO AND THREES: Henderson, Cyril Alfred; McEvoy, Raymond John; Smith, James Gerard; Smith, Lilla Teresa; Wilson, Reginald William; Evans, Evan.
 4289—LILLA TERESA: Henderson, Cyril Alfred; McEvoy, Raymond John; Smith, James Gerard; Smith Lilla Teresa; Wilson, Reginald William; Evans, Evan.
 4290—NELLY BLY: Henderson, Cyril Alfred; McEvoy, Raymond John; Smith, James Gerard; Smith Lilla Teresa; Wilson, Reginald William; Evans, Evan.
 72PP—BLACK AND WHITE: Farac, Anton; Posa, Mark; Tomasich, Ivan.

COAL MINES REGULATION ACT, 1902-1926.

Department of Mines,
Perth, 25th September, 1951.

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 Trust Fund, for a period of 12 months, from the 28th day of September, 1951.

A. H. TELFER,
Under Secretary for Mines.

THE MINING ACT, 1904-1950.

Appointments.

Department of Mines,
Perth, 26th September, 1951.

HIS Excellency the Administrator in Executive Council has been pleased to approve the following appointments:—

Constable Ernest Dudley Wear to be Deputy Mining Registrar, Greenbushes, *vice* Sergeant Albert Charles Baskerville, transferred, to date from 23rd August, 1951.

Sergeant Leonard Drury Thompson to be Bailiff of the Warden's Court at Southern Cross, *vice* Sergeant John Arthur Bennett Treloar, transferred, to date from 2nd September, 1951.

Constable Alan George Atkins to be Deputy Mining Registrar, Westonia, and Bailiff of the Warden's Court, Southern Cross, at Westonia, *vice* Constable Reginald James Court, transferred, as from 17th September, 1951.

A. H. TELFER,
Under Secretary for Mines.

THE MINING ACT, 1904-1950.

Department of Mines,
Perth, 26th September, 1951.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1950, His Excellency the Administrator in Executive Council has been pleased to deal with the undermentioned Leases, Applications for Leases, Tailings Licenses, and Temporary Reserves as shown below.

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

The undermentioned applications for Gold Mining Leases were approved, subject to survey :—

Goldfield.	District.	No. of Application.
Mount Margaret	Mount Malcolm	1836c.
Murchison	Cue	*2265.
Phillips River		269, 270, 272, 274.
Yalgoo		1223.

The undermentioned applications for Mineral Leases were approved, subject to survey :—

Goldfield.	District.	No. of Application.
Ashburton		148.
West Pilbara		246, 247, 248, 249, 250, 251, 252, 253.

The undermentioned application for a Residential Lease was approved, subject to survey :—

Goldfield.	District.	No. of Application.
North Coolgardie	Menzies	*1z (37).

The surrender of the undermentioned Gold Mining Leases was accepted :—

Goldfield.	District.	No. of Lease.	Lessee.
East Coolgardie	East Coolgardie	6017E	Harrop, Herbert Booth ; Trethewey, Richard John.
West Pilbara		*175	Sleeman, Herbert Richard.

The surrender of the undermentioned Tailing Lease was accepted :—

Goldfield.	District.	No. of Lease.	Lessee.
East Coolgardie	East Coolgardie	39E (57)	Lake View and Star, Limited.

The forfeiture of the undermentioned Gold Mining Lease for non-payment of rent, published in the *Government Gazette* of 10th August, 1951, was declared cancelled, and the Lessees reinstated as of their former estate :—

Goldfield.	District.	No. of Lease.	Lessees.
Dundas		1718	Cottrell, Clarence Kelso ; Main, John.

The undermentioned applications for Licenses to Treat Tailings or Mining Material were approved conditionally :—

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
1218H (1N/51)	616/51	Speering, Edward James	Murchison	Gabanintha	Two months from 1st October, 1951.
1219H (1P/51)	650/51	Martin, Hurtle Aubrey	Peak Hill	Peak Hill	Twelve months from 1st October, 1951.
1222H (2N/51)	849/51	Young, James Francis	Murchison	Meekatharra	Six months from 1st October, 1951.

* Conditionally.

The undermentioned application for Renewal of License to Treat Tailings or Mining Material was approved conditionally :—

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
1181H (2/50)	866/50	Sears, John William	Murchison	Cuddingwarra	Six months from 15th July, 1951.

The authority to occupy conditionally the undermentioned Temporary Reserves has been extended:—

No.	Corres. No.	Occupier.	Term.	Locality.
1160H	239/46	Western Mining Corporation, Limited	Twelve months from 7th September, 1951	Feysville, East Coolgardie Goldfield.
1161H	237/46	Western Mining Corporation, Limited	Twelve months from 7th September, 1951	Feysville, East Coolgardie Goldfield.
1162H	238/46	Western Mining Corporation, Limited	Twelve months from 7th September, 1951	Kambalda, East Coolgardie Goldfield.
1219H	1000/48	J. E. Kalinowsky	Six months from 7th September, 1951	Jimblebar, Peak Hill Goldfield.

The undermentioned Temporary Reserve has been cancelled :—

No.	Corres. No.	Occupant.	Locality.
1315H	743/51	Anglo-Westralian Mining Pty., Limited	Braeside, Pilbara Goldfield.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 219 of 1951.

Between Federated Clerks' Union of Australia, Industrial Union of Workers, W.A. Branch, Applicant, and Paramount Film Service, Pty. Ltd., and Columbia Pictures Proprietary Limited, Respondents.

HAVING heard Mr. W. R. Sawyer 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, 1912-1950, doth hereby order and declare that Award No. 13 of 1949 be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 20th day of August, 1951.

By the Court,

[L.S.] (Sg'd.) L. W. JACKSON, President.

Schedule.

1. That clause 5 be amended by deleting from subclause (f) the symbol and numerals "£500" and inserting in lieu thereof the symbol and numerals "£679."

2. That clause 7 be amended—

(a) by deleting subclause (a) and inserting in lieu thereof—

(a) Basic Wage—	Per Week.
	£ s. d.
Males	9 16 8
Females	5 11 1

(b) by deleting subclause (c) and inserting in lieu thereof the following:—

(c) Junior Workers (Female)—	% of Female Basic Wage Per Week.
Between 15 and 16 years of age	60
Between 16 and 17 years of age	70
Between 17 and 18 years of age	80
Between 18 and 19 years of age	95
	Margin Per Week.
	s. d.
Between 19 and 20 years of age	5 9
Between 20 and 21 years of age	16 0

(c) by deleting from subclause (e) the following:—

(e) Adults (Female)—	£ s. d.
At 21 years of age	1 6 0
At 23 years of age and over	1 10 0

and inserting in lieu thereof—

(e) Adults (Female)—	£ s. d.
At 21 years of age	2 3 0
At 22 years of age	2 6 0
At 23 years of age	2 9 6

(d) by inserting after subclause (h), new subclauses to stand as (i), (j) and (k), as follows:—

(i) (i) Part-time workers may be employed following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full-time workers:

(ii) Provided, however, that if the Union should object to the employment by any employer of a part-time worker, such objection must be made within forty-eight hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid forty-eight hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (i) from the Award.

(j) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

	Margin per week.
	s. d.
Between 19 and 20 years of age	5 9
Between 20 and 21 years of age	16 0

(c) By deleting from subclause (d) the following:—

Adults (Female)		
At 21 years of age	.....	£ s. d. 1 6 0
At 23 years of age and over	.....	1 10 0

and inserting in lieu thereof:—

Adults (Female)		
At 21 years of age	.....	2 3 0
At 22 years of age	.....	2 6 0
At 23 years of age	.....	2 9 6

(d) By inserting after subclause (g) new subclauses to stand as subclauses (h), (i) and (j).

(h) (i) Part-time workers may be employed following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment provided that the Union is unable to provide suitable full time workers:

(ii) Provided however, that if the Union should object to the employment by any employer of a part-time worker, such objection must be made within forty-eight hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid forty-eight hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (h) from the Award.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 217 of 1951.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and James Kiernan Ltd., R. C. Sadlier Ltd., Frank Cadd and Co. Ltd., and others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. A. S. Cowan on behalf of the respondent, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the Court of Arbitration and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1950, do hereby order and declare that Award No. 47 of 1948 be and the same is hereby amended in the terms of the attached schedule, such amendment to operate as from the beginning of the first pay period commencing after the date hereof.

Dated at Perth this 24th day of August, 1951.

[L.S.] (Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1. That Clause 5 be amended by deleting from subclause (f) the symbol and numerals "£500" and inserting in lieu thereof the symbol and numerals "£679."

2. That Clause 8 be amended—

(a) By deleting subclause (a) and inserting in lieu thereof:

(a) Basic Wage:

	Per Week	
	Males	Females.
	£ s. d.	£ s. d.
Metropolitan Area, within a 15-mile radius from the G.P.O.	9 16 8	5 11 1
Outside a 15 mile radius but within a 25 mile radius from the G.P.O., Perth	9 15 9	5 10 8

(b) By deleting subclause (c) and inserting in lieu thereof:

(c) Junior Workers (Female)

	Per cent. of Female Basic Wage per Week.
Between 15 and 16 years of age	60
Between 16 and 17 years of age	70
Between 17 and 18 years of age	80
Between 18 and 19 years of age	95

(i) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

(j) In the event of the Court of Arbitration increasing the ratio of the female basic wage to the male basic wage, the margins herein prescribed for adult females shall be automatically reduced by the same amount as the basic wage is so increased and in the case of junior female workers the percentages of the female basic wage and the margins prescribed herein shall be automatically reduced by a sum of/or percentage sufficient to enable the rates to remain constant.

INDUSTRIAL AGREEMENT.

No. 16 of 1951.

Registered 12/9/51.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1950, this 11th day of September, one thousand nine hundred and fifty-one, between the Hon. Minister for Water Supply, Sewerage and Drainage (hereinafter referred to as the "Minister") of the one part, and the Coastal and E.G. Government Water Supply, Sewerage and Drainage Employees Industrial Union of Workers

(hereinafter referred to as the Union) of the other part: Whereby it is mutually agreed that the Industrial Agreement numbered 50 of 1948 entered into between the abovenamed parties on the 25th day of November, 1948, be varied in the manner following, that is to say:—

Delete clause 3, Wages, and insert in lieu thereof the following:—

		Per week.
		£ s. d.
Basic Wage:		
(a) Metropolitan Area	.....	9 16 8
(b) South-West Land Division (excluding Metropolitan Area)	.....	9 15 9
		Margin
		Per week.
		£ s. d.
Foreman, Water Supply Maintenance, Perth—	Minimum	5 0 0
	Maximum	6 0 0
Foreman, Sewerage Maintenance, Perth—	Minimum	5 0 0
	Maximum	6 0 0
Foreman, Water Supply Maintenance, Kelmscott—	Minimum	4 0 0
	Maximum	5 0 0
Foreman, Water Supply Maintenance, Fremantle—	Minimum	5 0 0
	Maximum	6 0 0
Foreman, Water Supply Maintenance, Midland Junction	Minimum	3 0 0
	Maximum	4 0 0
Assistant Foreman, Water Supply—	Minimum	4 0 0
	Maximum	5 0 0
General Foreman, construction, in charge of more than two fore- men—	Minimum	6 0 0
	Maximum	6 13 4
Junior General Foreman—	Minimum	5 0 0
	Maximum	6 0 0
Foreman, Construction—	Minimum	4 0 0
	Maximum	5 0 0
Mechanical Maintenance Foreman, Construction	Minimum	4 10 0
	Maximum	5 10 0

(The margin for each foreman shall be determined by the Principal Engineer, Metropolitan Water Supply, Sewerage and Drainage (subject to clause 10).

N.B. Where duties of Maintenance Foreman involve overtime for maintenance work, an allowance as fixed by the engineer shall be granted.

Term.

This amended Agreement shall come into operation from the date hereof and remain in force for a period of one (1) year.

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

(Sgd.) D. BRAND.

Signed by the said Minister for Water Supply, Sewerage and Drainage.

(Sgd.) B. Whitely,
Witness.

The Common Seal of the Coastal and Eastern Goldfields Government Water Supply Sewerage and Drainage Employees' Industrial Union of Workers was hereto affixed in the presence of—

(Sgd.) C. H. WINDSOR,
President.

(Sgd.) E. L. HODGES,
Secretary.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 216 of 1951.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and The Trade Protection Association of W.A., Respondent.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. A. S. Cowan on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1950, doth hereby order and declare that Award No. 26 of 1949 be and the same is hereby amended in the terms of the attached Schedule, such amendments to operate from the commencement of the first pay period following this date.

Dated at Perth this 13th day of August, 1951.

By the Court,

[L.S.] (Sgd.) L. W. JACKSON,
President.

Schedule.

1. That clause 5 be amended by deleting from subclause (f) the symbol and numerals "£500" and inserting in lieu thereof the symbol and numerals "£679."

2. That clause 8 be amended—

(a) by deleting subclause (a) and inserting in lieu thereof—

(a) Basic Wage—	Per Week.
	£ s. d.
Males	9 16 8
Females	5 11 1

(b) by deleting subclause (c) and inserting in lieu thereof—

(c) Junior Workers (Female)—	Per cent. of Female Basic Wage per Week.
Between 15 and 16 years of age	60
Between 16 and 17 years of age	70
Between 17 and 18 years of age	80
Between 18 and 19 years of age	95
	Margin Per Week.
	s. d.
Between 19 and 20 years of age	5 9
Between 20 and 21 years of age	16 0

(c) by deleting from subclause (e) the following:—

(e) Adults (Female)—	Margin Per Week.
	£ s. d.
At 21 years of age	1 6 0
At 23 years of age	1 10 0

and inserting in lieu thereof—

(e) Adults (Female)—	Margin Per Week.
	£ s. d.
At 21 years of age	2 3 0
At 22 years of age	2 6 0
At 23 years of age	2 9 6

by inserting after subclause (g), new subclauses to stand as subclauses (h), (i) and (j) as follows:—

(h) (i) Part-time workers may be employed following notification by the employer to the Union, at an hourly rate, for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full-time workers:

- (ii) Provided, however, that if the Union should object to the employment by any employer of a part-time worker, such objection must be made within forty-eight hours from the time of the Union receiving such application from the employer.
- (iii) Any objection lodged within the aforesaid forty-eight hours may be referred to a Board of Reference.
- (iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full-time workers.
- (v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (h) from the Award.
- (i) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males, or with the rates of pay prescribed in any other Award.
- (j) In the event of the Court of Arbitration increasing the ratio of the female basic wage to the male basic wage, the margins herein prescribed for adult females shall be automatically reduced by the same amount as the basic wage is so increased, and in the case of junior female workers the percentages of the female basic wage and the margins prescribed herein shall be automatically reduced by a sum and/or percentage sufficient to enable the rates to remain constant.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 215 of 1951.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Metropolitan Omnibus Company Ltd., Beam Transport Ltd., and others, Respondents.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. A. S. Cowan on behalf of the respondent, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the Court of Arbitration and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1950, do hereby order and declare that Award No. 13 of 1950 be and the same is hereby amended in the terms of the attached schedule, such amendment to operate as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 3rd day of September, 1951.

[L.S.] (Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1. That clause 7 be amended by deleting from subclause (g) the words and numerals "five hundred pounds (£500)" and inserting in lieu thereof the words and numerals "six hundred and seventy-nine pounds (£679)."

2. That clause 10 be amended—

(a) By deleting subclause (a) and inserting in lieu thereof:—

(a) Basic Wage:	Per Week.	
	Males.	Females.
	£ s. d.	£ s. d.
Within a 15-mile radius from the G.P.O., Perth	9 16 8	5 11 1
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	9 15 9	5 10 8

(b) By deleting from subclause (b) the second paragraph provisions relating to junior workers (female) and inserting in lieu thereof:—

Junior Workers (Female)	Per cent. of female basic wage per week
Between 15 and 16 years of age	60
Between 16 and 17 years of age	70
Between 17 and 18 years of age	80
Between 18 and 19 years of age	95

	Margin per week.
	£ s. d.
Between 19 and 20 years of age	0 5 9
Between 20 and 21 years of age	0 16 0

(c) By deleting from subclause (c) the following:—

Adults (Female)	£ s. d.
At 21 years of age	1 6 0
At 23 years of age and over	1 10 0

and inserting in lieu thereof:—

Adults (Female)	£ s. d.
At 21 years of age	2 3 0
At 22 years of age	2 6 0
At 23 years of age	2 9 6

(d) By deleting subclause (e) and inserting in lieu thereof:—

(e) Female Receiving Clerks shall be paid at a rate equivalent to a weekly margin of three pounds seven shillings and sixpence (£3 7s. 6d.) above the female basic wage.

(e) By inserting after subclause (f) new subclauses to stand as subclauses (g), (h) and (i).

(g) (i) Part-time workers may be employed following notification by the employer to the union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the union is unable to provide suitable full time workers:

(ii) Provided, however, that if the union should object to the employment by any employer of a part-time worker, such objection must be made within 48 hours from the time of the union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the union shall be at liberty to apply to the Court for the deletion of this subclause (g) from the Award.

(h) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature

of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

(i) In the event of the Court of Arbitration increasing the ratio of the female basic wage to the male basic wage, the margins herein prescribed for adult females and for female receiving clerks shall be automatically reduced by the same amount as the basic wage is so increased and in the case of junior female workers the percentages of the female basic wage and the margins prescribed herein shall be automatically reduced by a sum and/or percentage sufficient to enable the rates to remain constant.

3. By amending clause 12 as follows:—

(a) By numbering the existing provision as subclause (a).

(b) By inserting new subclauses to stand as subclauses (b), (c) and (d) as follows:—

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident wherever sustained arising out of his own wilful default, or for sickness arising out of his own wilful default.

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

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 46 of 1951.

Between The Western Australian Chemical and Allied Trades Industrial Union of Workers, Applicant, and Cuming Smith & Mt. Lyell Farmers' Fertilisers Limited and Cresco (W.A.) Limited, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties; and whereas the said dispute was referred into Court for the purpose of hearing and determination; and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference; and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, 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 "Superphosphate Workers' Award" (and replaces Award No. 10 of 1950).

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Hours.
7. Overtime.
8. Wages.
9. Extra Rates and General Conditions.
10. Mixed Functions.
11. Contract of Hiring.
12. Breakdowns, etc.
13. Under-rate Workers.

2.—Arrangement—continued.

14. Time and Wages Record.
15. Junior Worker's Certificate.
16. Holidays.
17. Payment for Sickness.
18. Board of Reference.
19. No Discrimination.

3.—Scope.

This Award shall apply to all classes of workers referred to in clause 8 hereof engaged in the manufacture of superphosphate.

4.—Area.

This Agreement shall operate over the area comprised in the South-West Land Division of the State of Western Australia.

5.—Term.

This Agreement shall operate for a period of one (1) year commencing as from the beginning of the first pay period after the date hereof.

6.—Hours.

(a) Day Workers.—Forty (40) hours shall constitute a week's work, to be worked in five (5) days, Monday to Friday, inclusive.

(b) Shift Workers.—The ordinary hours of shift workers, inclusive of crib time, shall not exceed—

- (i) forty (40) hours in any one (1) week, or
- (ii) eighty (80) hours in two (2) weeks, at the option of the employer, to be worked in rotary shifts not exceeding eight (8) hours each day.

(c) Continuous process may be worked, and shifts shall rotate weekly, so that, as far as practicable, all workers shall have a fair share of day shifts.

(d) Where a worker is called on to work a quick shift, he shall be paid at the rate of time and a quarter for such quick shift.

"A quick shift" shall mean shift where a worker is brought on to work a full shift before having had at least eight (8) hours off.

(e) Watchman's Hours.—Watchman's hours shall not exceed forty-eight (48) per week, but he shall be allowed one day off for each four (4) weeks without deduction of pay.

7.—Overtime.

(a) Overtime shall be paid for work done before the recognised time for starting work and after the recognised time for ceasing work in each factory.

Each day shall be reckoned by itself.

This subclause shall not apply to men working on shifts.

Overtime for work done by workers (other than those on continuous shifts) on any day other than specified holidays or Sundays shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Overtime for work done by men working on continuous shifts shall be paid for at the rate of double time (i.e., time in addition to ordinary time) for all time worked in excess of eight (8) hours in any one day of twenty-four (24) hours, except so far as the excess is, owing to arrangements between the workers themselves, or is necessary for effecting periodical rotation of shifts, or is owing to the relieving man not coming on duty and relieving at the appointed time, in which latter case the overtime rate shall be paid when the period exceeds one (1) hour.

(c) Any worker who is required to work on Sunday shall be paid a minimum of two (2) hours at the rate applicable for that day.

(d) Where a worker, without being notified on the previous day, has to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid two shillings (2s.) in lieu thereof. Provided that this subclause shall not apply to a worker residing in the same locality as his place of employment who can reasonably return home for a meal.

(e) Notwithstanding anything contained in this Agreement—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause;
- (iii) this subclause shall remain in operation only until otherwise determined by the Court.

Call Back.—When a worker is recalled to work after leaving the job, he shall be paid for at least two (2) hours at overtime rates.

8.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be:—

(a) Basic Wage:	Per week.
	£ s. d.
Within a 15-mile radius of the G.P.O., Perth	9 16 8
Outside a 15-mile radius of the G.P.O., Perth, but within the South-West Land Division	9 15 9

(b) Adult Workers:

(i) Phosphate Rock Section.

	Margin
	per week.
	£ s. d.
1. Shovel men on truck tip (Cresco Works)	1 1 6
2. Rock tunnel men	1 4 6
3. Trimmers	1 1 6
4. Belt and crusher men	1 1 6
5. Truck cleaners	1 1 6
6. Men cleaning under crusher	1 1 6
7. Electric shovel winchmen	1 4 6
8. Rock crushing millmen	1 7 6
9. Rock crushing assistant	1 1 6
10. Men clearing boom	1 3 0
11. Shunter	1 7 6
12. Men handling sands	1 1 6
13. Men working with Clarke shovel	1 4 6
14. Shovel men	1 1 6

(ii) Sulphur Section.

15. Shovel and barrow men	1 10 6
16. Trimmers	1 10 6
17. Dray attendant	1 10 6
18. Belt and crusher men	1 10 6
19. Tunnel men	1 15 0
20. Conveyor belt attendant	1 10 6
21. Shunter	1 16 6
22. Truck cleaners	1 10 6
23. Men working with Clarke shovel	1 13 6

(iii) Superphosphate Section.

24. Supermen (dump)	1 1 6
25. Super tunnel men	1 9 0
26. Bagging mill screen men	1 7 6
27. Men cleaning under mixer of bagging mill	1 4 6
28. Men working mixer in super plant	1 10 6
29. Hot super den men working excavator	1 5 6
30. Hot super belt conveyor men	1 5 6
31. Super and other loaders	1 16 6
32. Super truckers	1 1 6
33. Super trucking up inclined ramp or board	1 1 6
34. Men working under conveyor belt when discharging	1 1 6
35. Men working scoop winch on super	1 4 6
36. Super truck sheeters	1 1 6
37. Bag men (men who keep baggers supplied with bags)	1 1 6
38. Dumping men owing to light super	1 1 6
39. Baggers	1 1 6
40. Men working overhead electric crane	1 10 6
41. Men working Rushton shovel	1 10 6
42. Men in charge double baggers	1 1 6
43. Men in charge bagging plant	1 11 6
44. Bag sewers	1 1 6
45. Super navy men	1 4 6

(iv) Sulphuric Acid Section.

	£	s.	d.
46. Leadburner's Assistant, including height money	1	7	6
47. General Assistant	1	4	6
48. Acid Pumpman	1	10	6
49. Chamberman	1	10	6
50. Roasterman	1	16	6
51. Acid Pumpman on pyrites (Cresco Works)	1	16	6
52. Chamberman on pyrites	1	13	6
53. General assistants on pyrites acid plants	1	7	6
54. Men operating winch for scooping sulphur	1	13	6
55. Fourth man working around pyrites acid plants	1	7	6
56. Fourth man working around pyrites acid plants if handling cinders	1	10	6
57. Fourth man working around pyrites roasters	1	10	6
58. Men in pyrites acid plants lagging cold pipes	1	7	6
59. Men in pyrites acid plants lagging hot pipes	1	13	6

(a) Men, when engaged cleaning melter hearths or premelter hearths, shall be paid two shillings and sixpence (2s. 6d.) extra per hearth for such work.

(b) Men, when employed cleaning out acid tanks, acid chambers, or acid receptacles over fifty (50) gallons capacity, or preparing towers from inside for repairs, or cleaning sulphur burners, combustion chambers and burner pipes or roaster flues, but not cleaning cyclones or acid plant fans, or cleaning from inside den flues and fume condenser, shall be paid two shillings and sixpence (2s. 6d.) extra per day or portion of a day.

(c) Men engaged in any of the following work, if not usually employed in sulphur or acid sections and in receipt of a special allowance for such sections, shall be paid one shilling and sixpence (1s. 6d.) extra per day or portion of a day:—Mixing sulphur and sands for slabs, sweeping off brick burners, handling and washing acid bricks, cleaning out refuse from acid chambers from the outside.

(d) Men employed calibrating mixer tank with acid shall be paid sixpence (6d.) per double tank extra for such work.

(e) Men crushing manganese rock shall be paid one shilling (1s.) extra per day or any portion of a day.

(f) Men cleaning acid plant fans and flues and dryer scrubber on pyrites acid plants (outside routine washing) shall be paid one shilling (1s.) extra per day or any portion of a day.

(v) Pyrites Section.

	Margin
	Per Week.
	£ s. d.
60. Men unloading pyrites	1 10 6
61. Men shunting and in charge of unloading	1 16 6
62. Men shovelling pyrites	1 10 6
63. Men elevating pyrites	1 13 6
64. Men handling pyrites cinders	1 10 6

(vi) Acid and Chemical Manufacturing Sections.

65. Nitric, muriatic and other acid chemical manufactures	1 10 6
66. Men mixing and despatching acid	1 10 6
(vii) Mixed Manures Plant.	
67. Men working on or mixing special manures or feeding bagging mill (except bonedust, blood, bone or lime)	1 1 6
68. Men working mixtures containing blood or bone, or feeding bagging mills with same	1 4 6
69. Men mixing or handling basic phosphate	1 4 6
70. Men handling closed bags of copper ore or manganese ore	1 7 6
71. Men handling open bags of copper ore or manganese ore	1 16 6
72. Men bagging super and copper ore or manganese ore	1 7 6
73. Man in charge	1 11 6

(viii) General Section.

	£	s.	d.
74. General yard cleaner-up	1	1	6
75. Bag printer	1	1	6
76. Watchmen (48 hours, subject to clause 6 (e))	1	7	6
77. Despatch clerk	1	13	6
78. Tally clerk	1	11	6
79. Storeman	1	13	6
80. Bag room foreman	1	11	6
81. Platelayers	1	7	6
82. Shunters	1	7	6
83. Tradesman's assistant (other than carpenter's)	1	4	6
84. Carpenter's assistant	1	7	6
85. Men operating bag hoist, unless such hoist is arranged for automatic stopping	1	4	6
86. Other workers not specified	1	1	6

(c) Junior Workers—	Per cent. of Basic Wage.
Under 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	57½
18 to 19 years of age	70
19 to 20 years of age	85
Over 20 years of age—adult rates.	

(d) For the purpose of convenience the wages prescribed above are expressed in weekly amounts. The provisions of clause 11—Contract of Service, shall be read in conjunction with this clause.

No junior worker less than seventeen (17) years of age shall be employed in wheeling bags of superphosphate or other similar material up an inclined ramp or board. No boy of less than eighteen (18) years of age shall be employed on night shift.

(e) Casual Workers.—Any worker employed for less than one (1) week shall be entitled to two shillings (2s.) per day, in addition to the ordinary rates prescribed for the particular class of work in which he is employed.

9.—Extra Rates and General Conditions.

(i) Except where specifically prescribed in sub-clauses (vi) and (vii) of this clause, the method of calculating the extra rates provided in this clause shall be as follows:—

Any worker carrying out the special duties mentioned in this clause for less than half (½) of one (1) day or shift shall be paid the extra allowance on a pro rata basis for the time actually employed on such work.

Where such worker performs the work for half (½) or more of one (1) day or shift, he shall be paid the extra allowance for the whole of such day or shift.

(ii) Eightpence (8d.) per day over the minimum rate prescribed herein shall be paid to men employed—

(a) cleaning aerator from outside.

(iii) One shilling (1s.) per day over the minimum rate prescribed herein shall be paid to men employed—

- (a) grinding sand for sulphur burners;
- (b) working on scaffold twelve (12) feet or more from the ground;
- (c) stacking bales of bags two (2) tiers high or over, but where mechanical means are employed for lifting, this allowance shall not apply unless in the opinion of a Board of Reference the extra exertion is still required;
- (d) lifting or carrying bags of nitrate of soda;
- (e) stacking bags of raw materials over twelve (12) bags high and where no mechanical appliances are in use;
- (f) handling ground limestone.
- (g) working with tar or using mephalt;
- (h) mixing concrete;
- (i) using explosives;

(j) under classifications (39) (baggers), (43) (man in charge of bagging plant) and (72) (man bagging super and copper ore), if the superphosphate contains an addition of ground limestone.

(iv) One shilling and eightpence (1s. 8d.) per day over the minimum rate prescribed herein shall be paid to men employed—

(a) cleaning out aerator from inside.

(v) Two shillings (2s.) per day over the minimum rate prescribed herein shall be paid to men employed—

- (a) as splicers and riggers;
- (b) as hammer and gadmen;

(vi) Five shillings (5s.) over the minimum rate prescribed herein shall be paid per day or part of a day to men employed—

(a) cleaning out or assisting to clean out the septic tank.

(vii) Two shillings and sixpence (2s. 6d.) per shift extra shall be paid to men employed after the first two weeks—

(a) on afternoon or night shift continuously.

(viii) Leading crane driver at each works shall be paid two shillings (2s.) per day extra.

(ix) Except as provided in subclause (vii) of this clause, shift workers other than those on day shift shall be paid five per cent. (5%) extra for afternoon shift and ten per cent. (10%) extra for night shift.

(x) Work done in the meal time or any portion thereof shall be paid for at the rate of time and a half, but this shall not apply to cases involving completion of work commenced before such meal time, and not occupying more than fifteen (15) minutes from the commencement thereof, in which case the meal time will be extended by such period beyond the ordinary time.

(xi) The hours of shiftmen shall include twenty (20) minutes for crib, but the time so occupied shall be taken at such a time, when possible, as to avoid a stoppage of work.

(xii) Dust glasses or goggles shall, where necessary, be supplied to workers.

(xiii) Rubber gloves and boots shall be provided for men who work in or about acid plants.

(xiv) Loaders out and baggers shall be provided with leather aprons.

(xv) Four (4) men shall be engaged in acid chambers. The fourth man for the time being may be employed at any other work in the industry, at the appropriate rate of wage prescribed herein. Each man shall have one Sunday off in four (4).

(xvi) Two (2) loaders at each works shall be paid as such throughout the year.

(xvii) Any worker placed by the employer in charge of three (3) or more other workers shall be paid two shillings (2s.) per day. If placed in charge of less than three (3) other workers, he shall be paid one shilling (1s.) per day, in addition to the margin prescribed for the work being performed. The extra allowance prescribed in this subclause shall not apply to man in charge of bagging plant, bag room foreman or any other worker who is receiving an extra allowance for his particular class of work.

(xviii) All workers having completed twelve (12) months' continuous service with an employer shall be entitled to receive free of cost from the employer one suit of working clothes.

(xix) In addition to the rates of wages prescribed in clause 8 hereof, the following special rates shall be paid—

Farmers' Own Bags.

Per day.
s. d.

- (i) Employees sorting, branding, bagging, dumping, sewing or trucking superphosphate or superphosphate mixture in farmers' own bags

1 0

Farmers' Own Bags—*continued.*

	Per day.
	s. d.
(ii) Employees loading superphosphate or superphosphate mixture in farmers' own bags double handedly into railway or other trucks	2 0
(iii) Employees loading superphosphate or superphosphate mixture in farmers' own bags single handedly into railway or other trucks	2 6

10.—Mixed Functions.

Any worker engaged on duties carrying a higher rate than his ordinary classification for less than half ($\frac{1}{2}$) of one (1) day or shift shall be paid the higher rate for the time actually employed on such work.

Where a worker performs duties carrying a higher rate than his ordinary classification for half ($\frac{1}{2}$) or more of one (1) day or shift he shall be paid the higher rate for the whole of such day or shift.

11.—Contract of Hiring.

(a) The contract of hiring of every worker, except juniors, watchmen, despatch clerks, tally clerks, and storemen, shall be deemed to be a contract of hiring by the day, terminable by one day's notice on either side given at any time.

Provided that the contract of hiring of any worker with twelve (12) months' service or more shall be deemed to be a contract of hiring by the week, terminable by one week's notice on either side given at any time.

(b) The contract of hiring of juniors, watchmen, despatch clerks, tally clerks and storemen, shall be deemed to be a contract of hiring by the week, terminable by one week's notice on either side, given at any time.

(c) The termination of the contract of service of any worker deemed to be on a contract of hiring by the week may take effect by payment or forfeiture (as the case may be) of a week's wages.

(d) Nothing herein shall derogate from the employer's right at common law to dismiss a worker without notice for misconduct or other sufficient cause.

12.—Breakdowns, etc.

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

13.—Under-rate Workers.

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

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

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

14.—Time and Wages Record.

Each employer shall keep or cause to be kept at his usual place of business, or at each of them, if more than one, a book containing a record of the names of all workers employed by him at the particular factory, the class of work performed by each worker, the wages paid to each such worker, the starting and finishing time on each day, and the amount of overtime, if any. Such book shall be open to inspection by the Secretary, or such person as may be appointed by the union, on any day during working hours.

15.—Junior Worker's Certificate.

(a) Junior workers, upon being engaged, shall furnish the employer with a certificate showing the following particulars—

- (i) name in full;
- (ii) age and date of birth.

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

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on his certificate, nor shall the employer in such case be deemed guilty of a breach of any of the provisions of the Agreement founded upon an age limitation, except in the case of collusion.

(d) If any worker shall wilfully mis-state his age in the above certificate, he shall be guilty of a breach of this Agreement.

16.—Holidays.

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

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

(c) All work done on any of the holidays specified in subclause (a) hereof (except Christmas Day, Good Friday, or Labour Day) shall be paid for at the rate of double time. All work done on Christmas Day, Good Friday or Labour Day shall be paid for at the rate of treble time.

(d) All work done on Sundays (except by shiftmen and watchmen) shall be paid for at the rate of double time. All work done on Sundays by shiftmen shall be paid for at the rate of time and a half. All work done on Sundays by watchmen shall be paid for at the rate of ordinary time.

(e) 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.

(f) In addition to the leave prescribed in subclause (e) hereof, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave. Where a worker with twelve months' continuous service is engaged for part of the qualifying twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (e) hereof increased by one-twelfth of a week for each month he is continuously engaged as aforesaid.

(g) 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.

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

(i) 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.

(j) 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 (h) 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.

(k) 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.

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

17.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

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

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

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default, or for sickness arising out of his 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 has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year, 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 one (1) year but no longer from the end of the year in which it accrues.

18.—Board of Reference.

The Court may order, for the purposes of the said Agreement, the appointment of a Board or Boards of Reference and assign to such Board or Boards the following functions and powers arising under or out of the said Agreement, namely—

- (i) to adjust any matters of difference which may arise between the parties from time to time;
- (ii) to decide or report to the Court upon any other matter which the Court may from time to time refer to any such Board.

Separate Boards of Reference may be appointed, where deemed necessary or advisable, for different localities.

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

Save as herein provided, the provisions of regulation 92 shall apply.

19.—No Discrimination.

No employer shall, in the employment or dismissal of his workers, discriminate in any way against the members of the Union, nor shall they, in the conduct of their business, do anything with a view to directly or indirectly injuring the Union.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 31st day of August, 1951.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Filed at my office this 31st day of August, 1951.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 42 of 1950.

Between The Metropolitan and South-Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and South-West Co-operative Dairy Farmers Limited and Watson's Supply Stores, 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, 1912-1950, 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 here-in it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Engine Drivers' (Butter) Award" and replaces Award No. 37 of 1948.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Term.
5. Area.
6. Definitions.
7. Hours.
8. Overtime.
9. Saturday and Sunday Work.
10. Maximum Rate.
11. Wages.
12. Casual Workers.
13. Shift Workers.
14. Contract of Service.
15. Holidays.
16. Annual Leave.
17. Absence Through Sickness.
18. Time and Wages Record.
19. Breakdowns.
20. Board of Reference.
21. No Reduction.

3.—Scope.

This Award shall apply to engine-drivers and/or firemen engaged in the butter manufacturing industry.

4.—Term.

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

5.—Area.

This Award shall have effect over the area comprised within the South-West Land Division in the State of Western Australia.

6.—Definitions.

(a) "Engine-driver" means any person who operates or drives any engine or engines of which the motive power is steam, gas, oil, air, electricity, or any motive power other than manual or animal power.

(b) "Fireman, first class" means a worker who attends to two or more boilers or two or more suction gas generators or one or more boilers or one or more generators developing 1,000 i.h.p. in the aggregate.

(c) "Continuous shift worker" shall, for the purposes of this Award, be taken to mean a person required to work on any of the seven days of the week on day, afternoon or night shift.

7.—Hours.

(a) Continuous Shift Workers.—Forty (40) hours shall constitute a week's work, to be worked in five shifts of eight (8) hours.

(b) All Others.—Forty (40) hours shall constitute a week's work, to be worked in five (5) shifts of eight (8) hours each, between Monday to Saturday, inclusive: Provided that workers required to work on Saturday shall be rostered off on one other day, Monday to Friday, inclusive.

8.—Overtime.

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

(b) Continuous shift workers performing work on Sundays which is outside their ordinary rostered hours, and workers other than continuous shift workers performing work on Sundays, shall be paid at the rate of double time.

(c) Notwithstanding anything contained in this Award—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

9.—Saturday and Sunday Work.

(a) All work performed by continuous shift workers on Saturday shall be paid for at the rate of time and a quarter, and subject to subclause 8 (b) hereof, on Sunday, at the rate of time and a half, provided that where a shift commences between 10.45 p.m. and midnight, then the whole shift shall be paid for at the rate which applies for the major portion of the shift.

(b) The rates prescribed in subclause (a) hereof and in subclause (b) of clause 8, shall be paid in lieu of the shift allowance prescribed in clause 13 of this Award.

10.—Maximum Rate.

Notwithstanding anything contained in this Award to the contrary, no time of duty whatsoever shall be required to be paid for at more than double time rate.

11.—Wages.

(a) Basic Wage—	£	s.	d.
Within a 15 mile radius from the G.P.O., Perth	9	16	8
Outside a 15 mile radius from the G.P.O., Perth, but within the South-West Land Division	9	15	9

Margin
Per Week.

(b) Adults—	£	s.	d.
Engine drivers	2	2	6
Firemen (first class)	1	6	0
Firemen (others)	1	1	0

Engine drivers and/or firemen shall, if necessary, perform such additional work as required: Provided that such additional work shall not prevent them having continual supervision over their engine and/or boiler.

(c) Any person engaged inside the gas or water space of any boiler, flue, or economiser (which when working is under pressure) in cleaning or scraping work, shall be paid ninepence (9d.) per hour in addition to his ordinary or overtime rate of pay, as the case may be, whilst so employed.

12.—Casual Workers.

(a) "Casual worker" shall mean and include a worker competent to do the work he is engaged to do who is, without any fault of his own, dismissed or refused work (as it is hereby agreed he may be) before the expiration of one (1) week from and including the date he starts work.

(b) Casual workers shall be paid ten per cent. (10%) in addition to the rates set out above.

13.—Shift Workers.

(a) Subject to subclause 9 (b) hereof, shift workers, when employed on afternoon or night shift, shall be paid five per cent (5%) in addition to their ordinary wage.

(b) Where a worker works afternoon or night shift only, or afternoon and night shift in rotation, but does not work day shift, one week out of three, he shall receive one shilling (1s.) per shift in addition to the rates set out above.

14.—Contract of Service.

Except as provided by clause 12 hereof, the contract of service shall be by the week, but this clause shall not apply where a worker is summarily dismissed for misconduct or dereliction of duty.

15.—Holidays.

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

(b) (i) All work performed on any of the days mentioned in subclause (a) hereof by workers, other than continuous shift workers, shall be paid for at the rate of double time, and all work performed on such days by continuous shift workers shall be paid for at the rate of time and a half.

(ii) The employer shall be deemed to have complied with subclause (b) (i) hereof should he pay for all work done on any of such days at the rate of ordinary time and adds an additional full day for ordinary workers or half-day for continuous shift workers to the amount of annual leave to which the worker is entitled under clause 16 of this Award: Provided that where a part of a day is worked, then the foregoing shall apply on a *pro rata* basis.

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

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

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) Seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one-twelfth of a week for each month he is continuously engaged as aforesaid.

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

(d) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service, or in the case of a worker referred to in subclause (b) hereof, such payment shall be one-quarter of a week's pay at his ordinary rate of wage in respect of each such month he is so engaged.

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

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

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

17.—Absence through Sickness.

(a) A worker, other than a casual worker, shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth 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 satisfactory proof to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

18.—Time and Wages Record.

(a) The employer shall keep or cause to be kept a time and wages record in which shall be entered—

- (i) the name of each worker;
- (ii) the nature of the work performed;
- (iii) the hours worked each day;
- (iv) the wages (and overtime, if any) paid each week.

(b) The said record shall be open to the inspection of an accredited representative of the Union at any time during the ordinary office hours, and he shall be allowed to take necessary extracts therefrom.

19.—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.

20.—Board of Reference.

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

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (ii) 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, 1912-1950, which for this purpose are embodied in this Award.

21.—No Reduction.

Nothing in this Award shall in itself operate to reduce the wages of any worker below the rate actually received by him on the date hereof.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 31st day of August, 1951.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Filed at my office this 31st day of August, 1951.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 26 of 1951.

Between Australian Workers' Union, Westralian Branch Industrial Union of Workers, Applicant, and James Hardie and Coy. Pty. Ltd., 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 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, 1912-1950, 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.—Title.

This Award shall be known as the "Asbestos-Cement Workers Award" and replaces Award No. 12 of 1948.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term,

2.—Arrangement—*continued*.

6. Definitions.
7. Hours.
8. Overtime.
9. Wages.
10. Shift Work.
11. Leading Hands.
12. Wet Places.
13. Higher Duties.
14. Contract of Service.
15. Breakdowns.
16. Absence through Sickness.
17. Holidays and Annual Leave.
18. Under-rate Workers.
19. Junior Workers Certificate.
20. Gloves and Aprons.
21. First Aid.
22. Record.
23. Interviewing Workers.
24. Board of Reference.
25. No Reduction.

3.—Scope.

This Award shall apply to persons employed by James Hardie and Company Pty. Limited in the classifications set out in clause 9 hereof.

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 one (1) year from the beginning of the first pay period commencing after the date hereof.

6.—Definitions.

(a) "Casual worker" shall mean a worker employed for less than one (1) week.

(b) (i) "Wet places" shall mean places where the water is over the workers' ankles or top of gum boots when provided or where in performing the work, the splashing of the water and mud saturates their clothing or where protection is not provided to prevent splashing or drippings sufficient to saturate their clothing.

(ii) The management shall decide whether a place is a "wet place" within the meaning of this clause.

(iii) If any dispute arises as to whether or not a place is a "wet place" the matter shall be referred to the Board of Reference for determination.

7.—Hours.

(a) Day Workers.—(i) Forty (40) hours exclusive of meal times shall constitute a week's work to be worked in eight (8) hours Monday to Friday, inclusive, between the hours of 7 a.m. and 5.15 p.m.

(ii) The meal interval shall not exceed forty (40) minutes.

(b) Shift Workers.—(i) Forty (40) hours shall constitute a week's work to be worked in five (5) shifts of eight (8) hours Monday to Friday, inclusive: Provided that any shift commenced after 10.45 p.m. on a Sunday shall be deemed to be part of the Monday shift, and provided further that any shift commenced before midnight on a Friday shall be deemed to be part of the Friday shift.

(ii) 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.

(c) The foregoing provisions may be altered by agreement between the employer and the workers concerned.

8.—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 in respect of—

- (i) all work done before the usual starting time or after the usual finishing time;
- (ii) all work done on Saturdays by workers covered by clause 7 (a) of this Award; and
- (iii) all work done by shift workers in excess of their rostered shifts.

(b) The rates prescribed by subclause (a) hereof shall not apply to excess time due to private arrangement between the workers themselves or to excess time 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 of the extra time worked.

(c) When a worker, without being notified on the previous day, is required to continue working after 6 p.m., he shall be provided with any meal required or shall be paid the sum of two shillings and sixpence (2s. 6d.) in lieu thereof.

(d) 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.

(e) All work done on Sundays shall be paid for at the rate of double time provided that where a shift commences between 10.45 p.m. and midnight then the whole shift shall be paid for at the rate which applies for the major portion of the shift.

(f) In the calculation of overtime rates, each day shall stand alone.

(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 unless otherwise determined by the Court.

9.—Wages.

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

	Per Week.
	£ s. d.
(a) Basic wage	9 16 8
	Margin per week.
(b) Adult Males:	£ s. d.
1. Sheet Machine Driver	1 10 0
2. Man in Charge—Tide Mill	1 0 0
3. Asbestos Treatment Operator	1 0 0
4. Machine Stacker and Wet Trimmer Operator	1 0 0
5. Dry Trimmer—Operator in charge	1 0 0
6. Hoist Driver — Weigher (cement bulk handling)	0 19 0
7. Ironer (corrugated sheets)	1 1 0
8. Rodman (hand corrugation)	0 18 0
9. Circular Sawman (corrugated trimming)	1 0 0
10. Moulder—first class	1 2 0
11. Moulder—second class	0 19 0
12. Magnani Machine Operator	1 10 0
13. Magnani Machine Leverman and Mixer	1 0 0
14. Pipe Lathe Operator and Socket Borer	0 18 0
15. Overhead Crane Driver	1 0 0
16. Crate and Tray Maker	0 19 0
17. Sawyer—Dockerman	1 8 0
18. All others	0 16 0

	Per cent. of Male Basic Wage.
(c) Junior Workers (Males):	
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 at the rate of ten per cent. (10%) in addition to the rates prescribed herein.

10.—Shift Work.

For all work performed on any shift other than day shift payment shall be made at the rate of five per cent (5%) for afternoon shift and seven and a half per cent. (7½%) for night shift in addition to the rates prescribed.

11.—Leading Hands.

Any worker appointed as a leading hand by the employer shall be paid the following amounts in addition to his ordinary wages when placed in charge of—

- (i) not less than three (3) and not more than ten (10) other workers—nine shillings (9s.) per week;
- (ii) more than ten (10) other workers—eighteen shillings (18s.) per week.

12.—Wet Places.

Workers while working in wet places shall be paid one shilling (1s.) per day in addition to the rates prescribed.

13.—Higher Duties.

A worker engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for more than two (2) hours but for less than half of one day or shift he shall be paid at the higher rate for the time so worked.

14.—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 in the employer's time.

15.—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.

16.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

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

17.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu shall, subject to subclause (b) hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day: Provided that if a worker is required to work on any of these days

he shall at the option of the employer, receive payment as provided in subclause (b) hereof or be given another day in lieu of each of such days worked.

(b) All work performed on any of the foregoing days shall be paid for at the rate of double time provided that where a shift commences between 10.45 p.m. and midnight then the whole shift shall be paid for at the rate which applies for the major portion of the shift.

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

(d) Except as hereinafter provided a period of two (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.

(e) 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.

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

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

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

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

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

18.—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.

19.—Junior Worker's Certificate.

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

- (i) name in full;
- (ii) date of birth.

In the event of the age of the worker being wrongly stated in the certificate, a breach of this Award shall not be deemed to have been committed by the employer, and the worker shall have no claim upon the employer for additional pay.

20.—Gloves and Aprons.

(a) Gloves or cotts and aprons shall be provided by the employer to employees who require them for the protection of their hands and/or clothing against oil, wetness, heat or cement. For employees in the moulding shop the aprons shall be of leather unless water and oil proof aprons of other material are supplied.

(b) The present practice shall continue and the provisions of this clause remain in abeyance if owing to scarcity of supplies or other good reason the gloves or cotts and aprons mentioned herein cannot be supplied by the employer. If any question arises under this subclause the onus shall lie on the employer to establish the fact that he is unable owing to causes beyond his control to supply the said articles.

21.—First Aid.

An adequate first aid outfit shall be provided and maintained by the employer.

22.—Records.

The wages book (or wages sheets) of the employer shall be open for inspection by the secretary, or an accredited representative of the Union, at the office of the Company during working hours, upon reasonable notice being given of the desire to inspect same.

23.—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 and at the change of shift, 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 (1) week.

24.—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, 1912-1950, which for the purpose are embodied in this Award.

25.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker below the rate actually received by him at the date hereof.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 12th day of September, 1951.

[L.S.] (Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Filed at my office this 12th day of September, 1951.

S. WHEELER,
Clerk of the Court,

No. 15 of 1951.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1950, this 1st day of August, 1951, between the Federated Clerks' Union of Australia, Industrial Union of Workers W.A. Branch (hereinafter called the Union) of the one part and the Minister in charge of the Public Works Department Plant Workshop, East Perth (hereinafter called the Minister) of the other part witnesseth as follows:—

1.—Title.

This Agreement shall be known as the Public Works Department Plant Workshop Clerks' Agreement, 1951.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Definition.
5. Hours of Duty.
6. Basic Wage.
7. Rate of Pay (General).
8. Rates of pay (Special).
9. Payment.
10. Variations of Rates of Pay.
11. Annual Increments.
12. Overtime.
13. Meal Expenditure Reimbursement.
14. Higher Duties Allowance.
15. Public Holidays and Annual Leave.
16. Long Service Leave.
17. Sick Leave.
18. Contract of Service.
19. Accrued Rights.
20. Recognition of Union.
21. Record Book.
22. References.
23. Term of Agreement.

3.—Scope.

This Agreement shall apply to all male employees of the Public Works Department Plant Workshop (including the Government Engineers Electrical Branch), East Perth, who are engaged on clerical duties with the exception of officers employed under the Public Service Act, 1904-1948.

4.—Definition.

“Director” shall mean the Director of Works, Public Works Department.

5.—Hours of Duty.

The ordinary hours of duty shall be 37½ hours per week to be worked in five days from Mondays to Fridays inclusive with the exception of the Assistant Storekeeper in Charge, Plant Workshop, the Storeman and the Storekeeper, Electrical Branch, whose hours of duty shall be 40 per week.

6.—Basic Wage.

(a) The basic wage hereinafter referred to shall be as determined from time to time by the Court of Arbitration of Western Australia for male workers in the metropolitan area and at the date of the operation of this Agreement was £8 6s. 6d. per week.

(b) “Basic Rate” means the nearest £ to the result obtained by multiplying the male basic wage for the metropolitan area as declared from time to time by the Court of Arbitration by fifty-two and one-sixth (52 1/6th).

(c) At the date of operation of this Agreement the basic rate was £434.

7.—Rates of Pay (General).

(a) Except as provided in clause 8 the following rates of pay shall apply:—

	Percentage (to be calculated to nearest £) of basic rate or margin over basic rate.
	%
15 years of age	40
16 years of age	50
17 years of age	65
18 years of age	77½
19 years of age	92½
	£
20 years of age	15
21 years of age or 1st year of adult service	65
22 years of age or 2nd year of adult service	80
23 years of age or 3rd year of adult service	100
24 years of age or 4th year of adult service	120
25 years of age or 5th year of adult service	140
26 years of age or 6th year of adult service	160
27 years of age or 7th year of adult service	185

Provided that—

- (i) An employee aged 22 years at the date of engagement shall be paid not less than the second year of adult service rate.
- (ii) An employee aged 23 years or over at the date of engagement shall be paid not less than the third year of adult service rate.

(b) A male clerk who is a married man or who is the support of those related to him, on the approval of the Director, shall be paid an allowance equivalent to the next higher grade than the rate of pay according to age or year of adult service with a maximum margin, inclusive of such allowance, of £185 per annum over the basic rate: Provided that the employee concerned has served continuously with the Public Works Department Plant Workshop for a period of at least two years in a clerical capacity.

(c) An employee retained on the maximum margin of £185 per annum over the basic rate for five years shall be paid an allowance of £15 per annum: Provided that such employee is eligible and would be recommended for promotion on the grounds of efficiency and good conduct; such allowance to cease on promotion to a higher position or on an employee refusing to accept promotion.

8.—Rates of Pay (Special).

The following rates of pay expressed in margins over the basic rate shall apply to the positions listed hereunder:—

Position.	1st Year. £	2nd Year. £	3rd Year. £	4th Year. £
Assistant to Clerk Assistant	200	215	230	—
Stock Ledgerkeeper Plant Workshop	200	215	230	—
Assistant Storekeeper in Charge, Plant Workshop	200	215	230	—
Assistant Storekeeper	100	120	135	150

9.—Payment.

The rate of pay which will operate on and from the 18th December, 1950, for each employee on the staff at that date shall be as shown in the Schedule attached to this Agreement: Provided that nothing in this Agreement shall lower the rate of pay that any employee was receiving immediately prior to the 18th December, 1950.

10.—Variations of Rates of Pay.

The various rates of pay set out in this Agreement shall be varied automatically to conform with any variations which may be made from time to time in the equivalent salary rates applying to officers under the Public Service Act, 1904-1948. Any such variations shall apply from the date that the variations have effect in respect of officers employed under the Public Service Act, 1904-1948.

11.—Annual Increments.

Subject to the certification of the Director as to good conduct, diligence and efficiency, employees occupying the positions referred to in Clause 8 of this Agreement shall proceed from the minimum to the maximum of respective gradings by annual increments. In the case of all other employees progression from year to year shall be subject to a similar certification.

12.—Overtime.

(a) The following work, when carried out by direction of the Director shall be classed as overtime:—

- (i) All work performed on Saturdays, Sundays and Public Holidays.
- (ii) All work performed before or after customary working hours on week days.

(b) No claim for payment shall be allowed in respect of any day on which the additional time worked amounts to less than one hour or less than a quarter of an hour after the first hour, provided that if the total additional time worked in any week exceeds 2½ hours then such periods of less than one hour on any day shall be counted towards the completion of 2½ hours in a week.

(c) When overtime is paid for it shall be at the rate per hour ascertained by applying the following formula:—

Week Days:

For the first 5 hours in any week—

Normal hourly rate x 5/4.

For excess of 5 hours in any week—

Normal hourly rate x 3/2.

Saturday Mornings:

Normal hourly rate x 3/2.

Saturday Afternoons and Sundays:

Normal hourly rate x 2/1.

Payment for all work performed on a Public Holiday shall be computed on the basis of ordinary time and shall be paid in addition to the day's pay which the employee would ordinarily receive in respect of such holiday.

(d) A break of at least thirty minutes must be made for meals between 12 noon and 2 p.m. when overtime is worked on a Saturday, Sunday or Public Holiday and between 5 p.m. and 7 p.m. on any day on which overtime is worked. Such breaks shall not be recognised as overtime.

13.—Meal Expenditure Reimbursement.

(a) Where employees are required to work on after the usual time for ceasing duty they shall, where such additional duty necessitates taking a meal away from the usual place of residence, be reimbursed for each meal at the rate of 2s. 6d. and shall be reimbursed the cost of each meal necessarily taken away from the usual place of residence on Saturdays, Sundays and Public Holidays at the rate of 2s. 6d. for each meal, provided that in each case the overtime worked before and after the meal break totals not less than two hours; provided that the rate per meal shall be increased to 3s. as from the date of signature to this Agreement.

(b) Reimbursement for expenditure on meals as provided in subclause (a) shall be in addition to payment for overtime.

14.—Higher Duties Allowance.

(a) An employee when acting for a continuous period exceeding three weeks in a position higher than in which he himself is graded, shall be paid higher duties allowance to the minimum of such higher position for the whole time he is acting: Provided that an allowance under this clause shall not be payable to an employee under the age of 21 years.

(b) An employee acting in a higher position shall be entitled to receive an increased allowance equivalent to the annual increments he would have received had he been appointed to such higher position for the whole time he is acting.

(c) An allowance granted under this clause shall continue to be paid during periods of annual leave and sick leave not exceeding three weeks, provided that the employee had qualified for payment of the allowance by serving the required continuous period before taking such leave, and further that he resumes after such leave in the position in respect of which he was paid higher duties allowance. No payment of higher duties allowance shall be made for any period of long service leave or for any part of a period of annual leave or sick leave exceeding three weeks.

15.—Public Holidays and Annual Leave.

(a) All statutory and gazetted State Public Service holidays within the locality to which the holidays apply shall be observed.

(b) A period of two weeks' annual leave with pay shall be granted for each year of continuous service. Where the continuous service is over one month but less than twelve months *pro rata* leave shall be granted.

(c) Should any of the holidays referred to in subclause (a) occur during the period an employee is on annual leave, a day in lieu of any such holiday shall be added to the period of annual leave.

16.—Long Service Leave.

(a) An employee who has completed ten years' continuous service shall be entitled to three calendar months' long service leave on full pay or six calendar months on half pay.

(b) For each subsequent period of seven years' continuous service an employee shall be entitled to an additional three calendar months' long service leave on full pay or six calendar months on half pay.

(c) The provisions of subclauses (a) and (b) shall apply as from the 18th December, 1950, provided that previous continuous service up to that date since the date an employee's last period of long service leave became due shall only be counted in full where the conditions prescribed in relation to that previous service provided for three months' long service leave on full pay on the basis of seven years' continuous service. Where such previous service would only have entitled an employee to three months' long service leave on full pay on the basis of ten years' continuous service, then the first eighteen months of such previous service shall not be counted.

(d) Continuous service shall not include the period during which an employee is on long service leave, or any period exceeding two weeks an employee is absent on leave without pay or any service an employee may have had before reaching the age of eighteen years.

(e) An employee who resigns or is dismissed, shall not be entitled to long service leave or payment for long service leave other than that leave that had actually accrued to him prior to the date on which he resigned or the date of the offence for which he was dismissed.

(f) Any public holidays occurring during the period in which an employee is on long service leave will be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(g) Long service leave shall be taken as it falls due at the convenience of the Director. The Minister may approve the accumulation of long service leave not exceeding six months in any particular case.

(h) A lump sum payment for long service leave accrued in accordance with this clause and for *pro rata* long service leave shall be made in the following cases:—

- (i) To an employee who retires at or over the age of sixty years or who is retired on the grounds of ill-health, provided that no payment shall be made, for *pro rata* long service leave unless the employee has completed not less than twelve months' continuous service.

- (ii) To an employee who is retired for any other cause, provided that no payment shall be made for *pro rata* long service leave unless the employee had completed not less than three years' continuous service before the date of his retirement.

- (iii) To the widow of an employee or to such other person as may be approved by the Minister in the event of the death of an employee, provided that no payment shall be made for *pro rata* long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his death.

(i) The calculation of the amount due for long service leave accrued and for *pro rata* long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death whichever applies, and no such payment shall exceed the equivalent of twelve months salary.

17.—Sick Leave.

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

(b) Workers employed for a continuous period of less than three years may be granted sick leave as follows:—

- (i) Where continuous service does not exceed six months—three working days on full pay.

- (ii) Where continuous service exceeds six months but does not exceed 18 months—10 working days on full pay less any leave granted under subparagraph (i).

- (iii) Where continuous service exceeds 18 months but is less than three years—10 working days on full pay and 10 working days on half pay less any leave granted under subparagraph (i) and (ii).

(c) Workers employed for a continuous period of not less than three years may be granted sick leave on full pay on the basis of a cumulative credit of 15 working days for the first three years of service and 10 working days for each year of service after the expiration of the first three years provided:—

- (i) That the maximum credit allowable at the 1st July, 1951, and for the first year thereafter shall be 15 working days.

- (ii) That the maximum period of sick leave allowable with pay in respect of any continuous absence shall not exceed six months.

(d) Where a worker has been granted six months' continuous sick leave with pay he shall not be entitled to receive further sick leave with pay until he has completed a period of duty of not less than four weeks.

(e) Debits for sick leave granted shall include any public holidays occurring during the period of leave, provided that where duty is resumed on a day immediately succeeding a public holiday the leave shall be regarded as expiring on the working day preceding such holiday.

(f) Any period during which a worker is absent on leave without pay shall not be included as part of such workers' period of service for the purposes of this clause.

(g) A worker who is absent on approved annual leave, long service leave or leave without pay shall not be eligible for leave under this clause during the currency of such approved leave; provided that if a worker with over three years of continuous service falls sick while on annual leave and produces at the time satisfactory medical evidence that he is unable to leave the house, he may with the approval of the permanent head be granted at a time convenient to the department additional leave equivalent to the period of sickness falling within the scheduled period of annual leave: Provided that the period of sickness is at least one week.

(h) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer, or his representative, of sickness,

but the employer shall not be entitled to a medical certificate unless the absence is for three consecutive working days or more. No payment will be made for any absence due to the worker's own fault, neglect or misconduct.

(i) Notwithstanding anything contained elsewhere in this clause, conditions of sick leave applicable immediately prior to the issue of this Award shall continue until the 1st July, 1951, when the conditions prescribed in subclauses (a) to (h) of this clause inclusive, shall commence to operate.

18.—Contract of Service.

The engagement of any employee shall be terminated by one week's notice on either side, such notice to expire on the usual pay day, excepting that an employee deemed guilty of gross misconduct or neglect of duty may be instantly dismissed or suspended and shall not be entitled to any such notice or payment in lieu.

19.—Accrued Rights.

No privilege or concession enjoyed by employees prior to the date of operation of this Agreement shall, unless expressly provided herein, be varied or cancelled solely by reason of the provisions of this Agreement.

20.—Recognition of the Union.

All employees bound by this Agreement shall be members of the Union: Provided that any employee appointed, who at the time of engagement is not a member of the Union, shall become a member within 14 days.

21.—Record Book.

A record shall be kept showing the name of each employee bound by this Agreement, the hours worked each day and the amount of salary received each pay. The said record shall be open to inspection by an accredited representative of the Union during working hours.

22.—References.

A reference shall be given to an employee of not less than three months' service containing all necessary information in regard to length of service and duties performed.

23.—Term of Agreement.

This Agreement shall be for a term of three years commencing from the 18th December, 1950.

Provided that either party to this Agreement may, after the 18th day of December, 1951, negotiate with the other party to amend or add to this Agreement or approach the Court of Arbitration for an amendment to this Agreement.

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

(Sgd.) D. BRAND.

Signed by the Minister in Charge, Public Works Department, Plant Workshop, East Perth, in the presence of—

(Sgd.) B. Whitely.

The Common Seal of the Federated Clerks' Union of Australia, Industrial Union of Workers (W.A. Branch) was hereunto affixed in the presence of—

[L.S.]

(Sgd.) Edw. J. O'Brien.

(Sgd.) W. S. FOULDS,
President.

(Sgd.) W. R. SAWYER,
Secretary.

SCHEDULE OF RATES OF PAY TO OPERATE ON AND FROM THE 18TH DECEMBER, 1950 (CLAUSE 9).

Name.	Position occupied, 18-12-50.	Rate of Pay on and from 18-12-50.		Due date of next increment.
		Margin over basic rate.	Total Salary.	
Jones, A. B.	Assistant to Clerk Assistant	£ 200	£ 634	18-12-51
Pittaway, W. H.	Stock Ledger-keeper, Plant Workshop	200	634	18-12-51
Taylor, E. J.	Clerk	160	594	18-12-51
Johnson, C. P.	Clerk	140	574	18-12-51
Meaden, L. V.	Clerk	65	499	8-9-51
Scott, F. M.	Clerk	80	514	24-2-51
Smith, R. A.	Clerk	100	534	25-9-51
Warmington, G.	Clerk	80	514	22-7-51
Cowley, H. W.	Assistant Store-keeper in Charge, Plant Workshop	200	634	18-12-51
Saunders, D. C.	Clerk	140	574	18-12-51
Walker, B. M.	Clerk	140	574	18-12-51
Marmion, W.	Assistant Store-keeper	120	554	18-12-51
Hungerford, G. R.	Clerk	160	594	18-12-51
Constantine, G. L.	Clerk	140	574	18-12-51
Quigley, J. J.	Clerk	140	574	18-12-51
Ahern, C. A.	Storekeeper, Electrical Branch	160	594	18-12-51

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 49 of 1951.

Between the Western Australian Barmaids and Barmen's Union of Workers, Perth, Applicant, and D. S. Neville (Geraldton), A. G. Barnard (Busselton), G. F. Robinson (Koorda), A. J. Withers (Katanning), 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, 1912-1950, 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 here-in it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Barmaids and Barmen's (South-West Land Division) Award" and replaces Award No. 15 of 1949.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Definition.
5. Wages.
6. Hours.
7. Sundays and Holidays.
8. Casual Workers.
9. Uniforms.
10. Meal Times.
11. Weekly Half-holiday.
12. Annual Leave.
13. Notice.
14. Record.
15. Roster.
16. Copy of Award.
17. Absence through Sickness.
18. Breakdowns, Etc.
19. Term.
20. Board of Reference.

3.—Area.

This Award shall apply to the area comprised within the South-West Land Division of the State, except the area within a radius of twenty (20) miles from the General Post Office, Perth, and except any portion of the Fremantle Licensing District.

4.—Definition.

In this Award, and unless the context otherwise indicates, and without limiting the ordinary meaning of the term, "Barmaid" or "Barman" means any worker over the age of twenty-one (21) years who serves behind the bar counter liquor for sale by retail in any hotel, permitted to retail liquor under a publican's general, hotel, or wine and beer license.

5.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be:—

	Per week.		
	£	s.	d.
(a) Basic wage:			
Males	9	15	9
Females	5	10	8
(b) Margins:			
Barmaid	5	15	1
Barman	1	10	0

(c) Provided that, in respect of any basic wage variations which may occur from time to time, the margins prescribed for barmaids shall be increased or decreased by the amount required to enable the total wage prescribed for barmaids to increase or decrease by the same amount that the basic wage for barmen is increased or decreased as a result of such variation, in order that the rates for barmaids and barmen shall remain equal.

(d) Wages shall be paid weekly.

(e) Where a worker boards and/or lodges on the premises of the employer, a sum equal to thirty per cent. (30%) of the male basic wage may be deducted from the hereinbefore stipulated wages for board and lodging charges. Where board only is provided the deduction shall be a sum equal to 24% of the male basic wage and where lodging only is provided the deduction shall be a sum equal to 8% of the male basic wage. Where full board is not provided a sum proportionate to the amount provided may be deducted.

6.—Hours.

(a) All work done in excess of forty (40) hours in any one week, or of nine (9) hours in any one day, or outside a daily spread of thirteen (13) hours, shall be paid for at the rate of time and a half, such overtime rates to stand alone and be paid for separately and apart from the ordinary week's wages: Provided that not more than three nine-hour days may be worked in any one week.

(b) Notwithstanding anything contained in this Award:—

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

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

7.—Holidays and Sundays.

(a) All work done on any day observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, or Boxing Day, shall be paid for at the ordinary rate and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under clause 12 for each day or part of a day so worked: Provided that if by agreement between the employer and the worker or as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day.

(b) All work done on Sunday shall be paid for at the rate of double time.

(c) On any public holiday not referred to in subclause (a) hereof, the employer's establishment or place of business may be closed in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

8.—Casual Workers.

(a) A casual worker shall mean a barmaid or barman whose services are terminated by the employer through no fault of the worker before the completion of five days' continuous employment.

(b) A casual worker shall be paid at the rate of fifty per cent. (50%) in addition to the rate prescribed in clause 5 with a minimum engagement of two (2) hours.

9.—Uniforms.

Where the employer insists upon a barmaid or barman wearing a uniform whilst at work, the employer shall provide it and maintain it in a reasonable state of cleanliness.

10.—Meal Times.

(a) No worker shall be required to work for more than five and a half (5½) hours without a break for a meal.

(b) A worker shall be allowed at least one-half hour for a meal between the hours of twelve (12) noon and three (3) p.m. and at least one-half hour for a meal between the hours of five (5) p.m. and eight (8) p.m.: Provided that workers boarding off the employer's premises shall be allowed not less than one hour for a meal during such times: Provided also that this subclause shall not apply to a worker who commences or resumes work at twelve (12) noon or later, and/or five (5) p.m. or later, who shall be deemed to have had a meal between the hours referred to: Provided further that with the consent of the Union, some other arrangement more suitable to the employer's business may be adopted.

11.—Weekly Half-holidays.

The weekly half-holiday shall commence not later than one thirty (1.30) p.m. on some one week day in each week. If by agreement between the employer and the worker a worker works on his or her half-day off, such work shall be paid for at the rate of time and one-half.

12.—Annual Leave.

(a) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

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

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

13.—Notice.

Except in the case of casual barmaids or bar-men twenty-four (24) hours' notice of termination of employment shall be given by either side.

14.—Record.

(a) Each employer shall keep or cause to be kept at his business premises record books in which shall be entered the name of each worker, the time each worker commences and ceases work each day, the total number of hours and the amount of overtime worked, the time worked on the holidays mentioned in clause 7 (a), and on any Sunday, the amount of wages and overtime paid and the worker's signature therefor.

(b) The worker and the employer shall be jointly responsible for the proper posting of the record books daily.

(c) Such record books shall be so kept as to be open to and available for inspection by an accredited representative of the Union during the usual office hours.

15.—Roster.

(a) A weekly roster of the working hours of all workers shall be kept in the principal bar.

(b) For the purpose of calculating payment and rostering, the time of ceasing work shall be the time when the worker has completed all work behind the bar, whether or not such cessation is later than the statutory closing time.

16.—Copy of Award.

Each employer shall keep on some portion of his business premises a copy of this Award, if supplied by the Union, where it shall be open to the inspection of the worker at all reasonable times.

17.—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 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 has already been allowed paid sick leave on one occasion, 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.

(h) For the purpose of assessing a worker's entitlement to accumulated sick pay, subclause (g) hereof shall be deemed to have become operative as from the date of delivery of this Award.

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.

19.—Term.

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

20.—Board of Reference.

(a) The Court hereby appoints, for the purpose of this Award, a Board of Reference.

(b) The Board shall consist of a chairman, to be appointed by the Court, and two other representatives, one to be appointed by each of the parties.

(c) The Board is hereby assigned the following functions, in the event of a disagreement between the parties bound by the Award:—

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the Award, or any of them.

(ii) Deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the regulations made under the Industrial Arbitration Act, 1912-1950, shall be deemed to apply to any Board of Reference appointed hereunder.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 14th day of September, 1951.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Filed at my office this 14th day of September, 1951.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 50 of 1951.

Between West Australian Amalgamated Society of Railway Employees' Union of Workers, Applicant, and The Western Australian Government Railways Commission, 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, 1912-1950, 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 "Railway Refreshment Services Award, 1951," and replaces Award No. 89 of 1947, as amended by Order No. 50 of 1949.

2.—Arrangement.

- 1.—Title.
- 2.—Arrangement.
- 3.—Term.
- 4.—Area and Scope.
- 5.—Definitions.
- 6.—Hours of Duty.
- 7.—Overtime and Sunday time.
- 8.—Night Work and/or Shift Work.
- 9.—Away from Home and Meal Allowance.
- 10.—Board and Lodging.
- 11.—Uniforms.
- 12.—Wages Schedule.
- 13.—Other Provisions of Employment.

3.—Term.

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

4.—Area and Scope.

This Award shall apply to employees of the Western Australian Government Railways Commission engaged in or in connection with refreshment rooms, refreshment stalls, bookstalls, dining cars, buffet cars, and buffets on trains throughout the State of Western Australia, and shall include the Refreshment Service Depot and Cafeteria at Welshpool.

5.—Definitions.

(i) "Room" shall mean any place controlled by the Western Australian Government Railways Commission and used for the purpose of supplying liquid refreshments, food, confectionery, tobacco, reading matter and sundries to railway travellers and the general public, and any cars used for catering for railway travellers.

(ii) "Casual employee" shall mean a worker engaged on an hourly contract of service, who is employed for not more than twenty-seven (27) hours in any one (1) week.

(iii) "Barman" or "barmaid" shall mean a worker engaged in the sale of liquor over the bar, either wholesale or retail, in any railway refreshment room.

(iv) "Dining car" shall mean a car where full meals, such as breakfast, dinner or tea are provided.

(v) "Buffet car" shall mean a car in which light refreshments, such as morning and afternoon teas are provided, and shall include passenger coaches in which buffets are fitted.

(vi) "Married man" includes a single man who has a parent or child solely dependent on him, and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

(vii) "Attendant or counter-hand—female."—"Attendant" means an employee whose duties comprise preparation and service of food and drinks, sales, table service, assisting in stock-taking, washing up, cleaning or other duties of a general nature, as may be directed.

(viii) "Kitchenman" performs such duties, including cleaning, as directed in kitchen, scullery, pantry, etc.

(ix) "Storeman" means an employee who is responsible for the efficient operation of the store, and whose duties include the ordering, receiving, storing, issuing and despatching of stores, and who is responsible for the quality and quantity of perishable supplies.

(x) "Storeman's assistant" means an employee who, under the direct supervision of the storeman, stacks, stores, loads or unloads stores and materials, cleans up store, packs and unpacks stores, weighs stores, assists with the making up, checking and transport of order to kitchens, assists with stores clerical work, and generally performs such store work as may be directed.

(xi) "Waiter or waitress" shall mean a worker who serves at table and attends to the requirements of guests while having meals. A waiter or waitress shall keep the dining room silver and glassware clean, and whilst employed on trains shall assist in washing up and keeping cars clean as necessary.

6.—Hours of Duty.

(a) Forty (40) hours, exclusive of Sunday work, shall constitute a week's work. The week's work may extend over five (5) or six (6) days, at the option of the Commission.

(b) Workers shall work their ordinary daily shift within a spread of twelve (12) hours. Provided that at the Perth, Fremantle and Kalgoorlie Refreshment Rooms and the Welshpool Depot and Cafeteria (barmaids and barmen excluded) the spread shall not exceed ten (10) hours.

(c) Any time worked in excess of the spread of hours prescribed in subclause (b) hereof shall be deemed to be overtime and paid at overtime rates.

(d) The staff employed on the "Australind" may be booked off at Bunbury for the purpose of having a meal for a period not exceeding one (1) hour. Provided that where the Department does not supply a meal free of charge, any worker who in fact incurs expense in procuring a meal shall be entitled to payment not exceeding two shillings and sixpence (2s. 6d.).

7.—Overtime and Sunday Time.

(a) All time exclusive of Sunday time, worked over forty (40) hours in any one (1) week shall be paid for at the rate of time and a half.

(b) All time worked in excess of the spread of hours prescribed in subclause (b) of clause 6 shall be paid for at the rate of time and a half.

(c) The time on which penalty rate has been paid for under subclause (b) shall not be subject to the penalty rate provided in subclause (a).

(d) All time worked in excess of eight (8) hours in any one shift shall be paid for as under:—

First two (2) hours—time and a quarter.

Next two (2) hours—time and a half.

Thereafter—double time.

Payment under this subclause shall only be made where the provisions of subclauses (a) or (b) do not apply, or where payment under this subclause would be more favourable to the employee.

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

(f) Any worker brought on to work outside his ordinary hours shall, except when such work, exclusive of meal time, is continuous with his ordinary shift, be paid a minimum of two (2) hours and provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(g) (i) All time worked on Sunday shall be paid for at the rate of double time. Subject to subclause (e), all time worked on Saturdays by shift workers shall be paid for at the rate of time and a half. For the purpose of this subclause, "shift workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

(ii) All workers employed after 12.30 p.m. on Saturdays shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 p.m.

(h) Any worker brought on duty on Sunday shall be paid a minimum of two (2) hours' pay at the rate applicable to that day.

(i) The Commission may require any worker to work reasonable overtime at the overtime rates provided under the Award, and such worker shall work overtime in accordance with such requirements.

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

(k) The above provisions shall remain in operation only until otherwise determined by the Court.

(l) Where a seventh shift is required, the following conditions shall apply:—

- (i) If less than forty (40) hours have been worked in six (6) shifts, the time for the six shifts will be made up to forty (40) hours and the seventh shift shall be paid for at—
- (ii) ordinary rates for working time equivalent to time made up and at overtime rates for the balance of the shift;
- (iii) for time occupied in travelling, at the rates provided in this Award.

8.—Night Work and/or Shift Work.

(a) Night work allowance shall be paid for all ordinary time worked on week days between the hours of 8 p.m. and 6 a.m., at the following rates:—

- (i) Adult males—fivepence halfpenny (5½d.) per hour.
- (ii) Junior males—threepence (3d.) per hour.
- (iii) Females whose rates of wages are based upon fifty-four per cent. (54%) or more of the male basic wage and/or are equal to or exceed same—threepence (3d.) per hour.
- (iv) Other females—one penny halfpenny (1½d.) per hour.

(b) The foregoing provisions shall not apply to casuals or female office cleaners whose ordinary hours of duty are less than forty (40) hours per week.

(c) "Ordinary time" does not include Sunday time or overtime.

(d) "Time worked" excludes all time not treated as time worked for overtime purposes.

(e) The night work allowances prescribed by this clause shall not be paid for any shift worked or for any portion of any shift worked on a Saturday or Sunday.

9.—Away from Home and Meal Allowance.

(a) Where an employee is booked off or temporarily lodging away from home station and is not provided with board and lodging by the Department, payment shall be made in accordance with the provisions of clause 37 of Award No. 31 of 1948.

(b) In cases where board and lodging is provided by the Department, the worker shall be entitled to an additional payment at the rate of eleven shillings and threepence (11s. 3d.) per week or part thereof in excess of three (3) days. Provided that payment at the rate of two shillings and sixpence (2s. 6d.) shall also be made for each meal necessary whilst travelling from and to his home station. Provided further that where meals only are supplied by the Department, a deduction of one shilling and sixpence (1s. 6d.) per meal shall be made.

10.—Board and Lodging.

Where board and lodging is provided by the Department, the Commission will be entitled to deduct the amount of one pound ten shillings (£1 10s.) per week from the wages of employees so provided for.

If full board and/or lodging is not provided, a proportionate amount representing the value of the board and/or lodging actually provided shall be deducted from the wages of employees.

When an employee is on annual or long service leave and does not continue to receive board and lodging, no deduction shall be made for the period involved.

Where full board and lodging is not provided by the Department, the Commission will be entitled to deduct from the wages of the employee concerned the following amounts:—

- Where board only is provided—£1 2s. 6d. per week.
- Where lodging only is provided—7s. 6d. per week.
- Where meals only are supplied, a charge of 1s. 6d. per meal may be deducted.

The rates as shown above may be reviewed from time to time and varied by mutual agreement between the parties. In the event of the parties failing to agree, the matter shall be determined by a Board of Reference.

11.—Uniforms.

Where employees are required by the Commission to wear special uniforms or overalls, these shall be supplied at the expense of the Commission.

12.—Wages Schedule.

Basic Wage.

	Per Week.	
	Male.	Female.
	£ s. d.	£ s. d.
Metropolitan area	9 16 8	5 11 1
South-West Land Division	9 15 9	5 10 8
Goldfields areas and all other portions of the State	10 1 6	5 13 8

(a) Welshpool Depot and Cafeteria.

	Margin over Basic Wage.	
	Male.	Female.
	£ s. d.	£ s. d.

Cooks—

Where two cooks are employed—		
1st Cook	1 15 0	1 15 0
2nd Cook	1 2 6	1 2 6

Where only one cook is employed		
Pastrycook (single-handed)	1 10 0	1 10 0
Pastrycook	2 1 0	1 4 3
Kitchenman	1 14 6	1 4 3

Pie, etc., packer and store assistant	Nil.	
	7 6	

Attendants (Female)—		
Head		1 7 6
Other		17 6

Storeman	1 10 0	
Storeman's assistant	11 6	

Motor Truck Drivers—		
Not exceeding 25 cwt.	1 3 0	
25 cwt. to 3 ton	1 6 0	
Unspecified male worker	Nil.	

Percentage of Basic Wage.

Junior Workers (Male)—	
15 years of age	30
16 years of age	40
17 years of age	50
18 years of age	60
19 years of age	75
20 years of age	90

Percentage of Adult Female Attendant's Wage.

Junior Attendants (Female)—	
15 years of age	70
16 years of age	80
17 years of age	90
Thereafter to be paid adult rates.	

(b) Refreshment Rooms.

	Margin over Basic Wage.	
	Male.	Female.
	£ s. d.	£ s. d.
Cook (where only one employed)	1 10 0	1 10 0
Attendants (Female)—		
Head (Perth only)		1 7 6
Other		17 6
Bookstall attendant (in charge at Perth, Fremantle and Kalgoorlie)	1 7 6	1 7 6
Bookstall attendant (other)	17 6	17 6
Waiter or waitress	11 6	11 6
Head Waiter or Waitress	1 1 6	1 1 6
Storeman (Kalgoorlie)	1 2 6	
Laundress (Kalgoorlie)		1 2 6
Handyman (Perth Station)	4 0	
Barmaid or barman	1 10 0	Same wage as Barmen.
Unspecified worker	Nil.	
Dining car cleaner and store assistant (Perth)	17 6	

(b) Refreshment Rooms—*continued.*

		Percentage of Basic Wage.
Junior Workers (Male)—		
15 years of age	....	30
16 years of age	....	40
17 years of age	....	50
18 years of age	....	60
19 years of age	....	75
20 years of age	....	90
Percentage of Female Adult Attendant's Wage.		
Junior Attendants (Female)—		
15 years of age	....	70
16 years of age	....	80
17 years of age	....	90
Thereafter to be paid adult rates.		
Percentage of Female Adult Waitress' Wage.		
Junior Waitresses—		
15 years of age	....	70
16 years of age	....	80
17 years of age	....	90
Thereafter to be paid adult rates.		

Casual workers shall be paid on an hourly basis at the rate of time and a half for the class of work performed. Provided, however, that no casual employee shall be employed for less than two (2) hours in any one day.

(c) Dining and Buffet Car Staff.

	Margin over Basic Wage.					
	Male.		Female.			
	£	s.	d.	£	s.	d.
Cook (Male)	1	10	0			
Waiter or waitress (head)	1	1	6	1	1	6
Waitress (senior) (Austra- lind)					17	6
Waiter	11	6				
Waitress				11	6	
Percentage of Basic Wage.						
Junior Workers (Male)—						
16 years of age	....	....	....	40		
17 years of age	....	....	....	50		
18 years of age	....	....	....	60		
19 years of age	....	....	....	75		
20 years of age	....	....	....	90		
Percentage of Female Adult Waitress' Wage.						
Junior Waitresses—						
15 years of age	....	....	....	70		
16 years of age	....	....	....	80		
17 years of age	....	....	....	90		
Thereafter to be paid adult rates.						

Junior waitresses under the age of 18 (eighteen) years shall not be employed on dining cars.

(d) In the event of the Court of Arbitration increasing the ratio of the female basic wage to the male basic wage, the percentage of the female basic wage prescribed for junior female workers under age 18 shall be reduced by ten per cent. (10%) in each case, and the junior female age 18 years shall receive ninety per cent. (90%) of the female wage only, the adult female wage being payable at age 19.

13.—Other Provisions of Employment.

Except for slight alterations (herein appearing), the following provisions of Award No. 31 of 1948 shall apply to and be read as part of this Award.

- Clause 6—Workers Performing Higher Duties.
- Clause 7—Promotion.
- Clause 8—Retirement.
- Clause 9—Transfers and Transfer Allowance.
- Clause 10—District Allowance.
- Clause 12—Payment for Travelling Time.
- Clause 14—Absence from Duty.
- Clause 15—Payment for Sickness.
- Clause 16—Free Passes and Season Tickets (but excluding subclauses (h) and (i)).

13.—Other Provisions of Employment—*continued.*

- Clause 17—Annual Leave and Public Holidays.
- Clause 20—No New Designation.
- Clause 21—No Reduction.
- Clause 22—Under-rate Workers.
- Clause 24—Charges against Workers.
- Clause 25—Preference to Unionists.
- Clause 26—Shop Stewards.
- Clause 27—Board of Reference.
- Clause 28—Transfer Accommodation Allowance.

Provided, however, that the above provisions shall not apply in cases where lodging is provided, as per clause 10 of this Award.

Clause 31—Guaranteed Work.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 19th day of September, 1951.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Filed at my office this 19th day of September, 1951.

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

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 206 of 1950.

Between Coastal Dock, Rivers and Harbour Works Union of Workers, Applicant, and the Minister Controlling Harbours and Rivers; Fremantle Harbour Trust Commissioners; and State Shipping Service, Respondents.

HAVING heard Mr. P. L. Troy on behalf of the applicant and Mr. C. A. Reeve on behalf of the respondents, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the Court of Arbitration and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1950, do hereby order and declare that Award No. 82 of 1947 be and the same is hereby amended in the terms of the attached schedule, such amendment to operate as from the beginning of the first pay period commencing after the date hereof.

Dated at Perth this 12th day of September, 1951.

[L.S.] (Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

Clause 2—Hours of Duty.

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

(a) Forty hours shall constitute a week's work. The ordinary working hours shall not exceed (8) per day, Mondays to Fridays inclusive, except in the case of watchmen whose ordinary hours on any one day shall not exceed eight (8), Mondays to Sundays both inclusive.

Clause 3.—Overtime.

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

(e) The provisions of subclause (a) to (d) both inclusive, shall not apply to watchmen who shall be paid at the rate of time and a quarter for all time worked in excess of eight (8) hours in any shift or forty (40) hours in any week exclusive of Sunday. All time worked by watchmen on Sundays shall be paid for at the rate of time and a half.

Clause 6.—Country Work.

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

(a) When a worker is called on to proceed on duty away from the place where he is then or is usually employed to any place where he cannot

return to his own abode at night, the employer shall pay all fares and an allowance of ten shillings (10s.) for each twenty-four (24) hours, or reasonable expenses, or provide board and lodgings.

Clause 7.—Camping Area.

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

(v) Cooks. In all camps containing 20 or more employees, where the camp location is fixed for a period of six months or longer, one of the following methods of catering shall be adopted at the discretion of the employer.

1. (a) The employer shall provide a boarding-housekeeper in which case no cooking or eating utensils will be provided.

(b) Where a boarding-housekeeper is provided full camp allowance as provided in subclause (XVII) shall be paid to the worker.

2. (a) A cook shall be employed by the Department, in which case the Department shall supply cooking and eating utensils.

(b) A cook so engaged shall be remunerated at the following rates:—

(i) A cook required to work seven (7) days per week shall be paid a margin of 20s. plus one-third of the basic wage and margin to cover all overtime and week-end work.

(ii) A cook required to work five (5) or six (6) days per week shall be paid a margin of 20s. plus one-sixth of the basic wage and margin to cover all overtime and week-end work.

(c) The number of cooks and offsiders to be employed shall be in accordance with the following schedule:—

Where the number of employees in the mess does not exceed 15—one cook; exceeds 15 but not 30—one cook, one offsider; exceeds 30 but not 50—one cook, two offsiders; for each additional 20—one additional offsider.

(d) A cook's offsider shall be paid at the following rates:—

(i) A cook's offsider required to work seven (7) days per week shall be paid the basic wage plus one-third thereof to cover all overtime and week-end work.

(ii) A cook's offsider required to work five (5) or six (6) days per week shall be paid the basic wage plus one-sixth to cover all-over-time and week-end work.

(e) Each mess shall have a committee of management appointed by the workers, and such committee shall be responsible for the running and discipline of such mess, and the actual engagement of the cook.

(f) Where a cook is provided, each worker shall be deducted 2s. per working day from the camping allowance prescribed in subclause (XVII) provided however the amount payable under this provision shall not exceed 10s. per week.

(g) The Department shall provide a suitable mess room.

(h) The cook and his offsider will be responsible for contributing towards the cost of food in accordance with the formula adopted by the committee.

Clause 9.—Wet Work.

Delete clause (f).

Clause 14.—Meal Hours.

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

(e) When a worker is required for overtime without having been notified on the previous day, he shall be supplied with a meal or be paid two shillings and sixpence (2s. 6d.) for a meal. Provided no such meal or payment is due unless the worker works more than one hour after the usual knock-off time. Provided that a worker who is allowed not less than one hour and a half in which to get a meal before resuming work shall not be entitled to meal money or a meal under this clause.

ings and sixpence (2s. 6d.) for a meal. Provided no such meal or payment is due unless the worker works more than one hour after the usual knock-off time. Provided that a worker who is allowed not less than one hour and a half in which to get a meal before resuming work shall not be entitled to meal money or a meal under this clause.

Clause 16.—Walking Time.

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

(a) Where transport is not provided, men working on the breakwater at Bunbury shall be allowed walking time at the rate of 20 minutes to the mile from the shore end of the job to their place of work on the breakwater and back again. Provided that where transport is provided, the existing practice at the time of the issue of this Award, shall remain.

(b) Where the employee has to travel to and from his place of work, which is remote from the usual depot of the employer, and is required to start and finish at such place of work at the ordinary starting and finishing times, the following provisions shall apply:—

(i) If travel is by public conveyance, the employee shall have refunded to him the amount of the fares incurred in such travel as are in excess of the amount of the fares usually incurred in travelling to and from the depot of the employer, provided that the Minister or his representative shall have the right to require evidence of fares actually and reasonably paid.

(ii) If the distance from the depot to the place of work involves the employee in walking in excess of one mile per day each way, then walking time shall be paid at the rate of 20 minutes to the mile one way at ordinary rates of pay.

(iii) If the employee is transported, in the employer's transport, to and from the employer's depot, from and to the place of work, all travelling time in excess of 30 minutes each day shall be paid for at ordinary rates of pay.

(iv) For the purpose of this subclause the "employer's depot" is defined as follows:—
Perth: Mill Street Public Works Yards.
Fremantle: Subject to clause 12, the following depots shall be defined:—
Pile Yard, Cliff Street Ferry Landing, Tarpot, Fremantle Harbour Trust Carpenters' Shop, or any place of work on Victoria Quay side of the river as the case may be.

Bunbury: Foot of Bunbury Main Jetty and South side Estuary Bridge.

Busselton: Foot of Jetty.

Albany: Foot of Town Jetty.

Provided that where new work is commenced and it is known that this work will proceed for a period of 12 months or longer, the employer shall have the right to vary the depots enumerated above. The exact location of the depots shall be decided by the Engineer-in-Charge and a representative of the Union and failing agreement, may be referred to the Board of Reference provided in clause 23.

Clause 29.—Rates of Pay.

Delete existing wages schedule and insert in lieu thereof the following:—

Basic Wage:	£	s.	d.
Within a fifteen (15) miles radius from the G.P.O., Perth	9	16	8
South-West Land Division, excluding the metropolitan area	9	15	9
Elsewhere	10	1	6

Part 1.		£ s. d.	
Harbour Construction and/or Maintenance.			
Breakwaters:			
		Margins.	
		£ s. d.	
1. Stone tipping	.....	0 17 6	
Cement and Concrete:			
2. Workers engaged tipping cement into trucks or handling dry cement in machine mixing or on concrete board, shall receive one shilling and fourpence (1s. 4d.) per day extra. This payment includes any allowance under item 3, and does not apply to men receiving concrete workers' margin.			
3. Workers handling dry cement in bags shall be allowed eightpence (8d.) per day above their ordinary wage, provided no such payment shall be due unless at least 10 bags are handled on any one day and that workers are not receiving the concrete workers' margin.			
4. Concrete pile construction—			
(a) Feeder of concrete machine	.....	1 4 0	
(b) Pile reinforcement or mould assembler	.....	0 18 0	
(c) All others	.....	0 16 0	
5. Concrete paving breaker (compressed air)	.....	1 4 0	
6. Concrete mixing machine (man in charge)	.....	1 4 0	
7. Concrete mixing machine (others)	.....	0 16 0	
8. Concrete—men mixing by hand	.....	0 16 0	
9. Screeder	.....	0 19 0	
10. Trowel hand or renderer	.....	1 4 0	
11. Workers manufacturing concrete sleeves	.....	0 16 0	
Drilling and Blasting Plant:			
12. Leading hand	.....	2 10 0	
13. Machine man	.....	1 11 0	
14. Attendants	.....	0 16 0	
Plate-laying Gang:			
15. Ganger	.....	2 10 0	
16. Leading hand	.....	1 12 6	
17. Plate-layers	.....	1 0 0	
18. Pile Driving:			
All concrete pile driving and wood pile driving from floating plant in exposed positions—including dirt money—			
(a) Man in charge	.....	2 12 6	
(b) Topman	.....	1 13 6	
(c) Machine man	.....	1 8 6	
Pile driving—wood pile—including dirt money—			
(a) Man in charge	.....	2 0 0	
(b) Topman	.....	1 2 6	
(c) Machine man	.....	0 18 6	
Quarries:			
19. Ganger in charge of operation shall be paid six shillings (6s.) per week in excess of rate prescribed herein for other gangers.			
20. Powder monkey	.....	1 15 0	
21. Loaders, slingers and hookmen	.....	1 9 0	
22. Machine man	.....	1 10 0	
23. Barring down at Roelands and similar quarries	.....	1 4 0	
24. Jumper man	.....	1 4 0	
25. Hammer and drill	.....	1 4 0	
26. Spallers (granite or diorite)	.....	1 4 0	
27. All others	.....	0 16 0	
28. Nippers: Under 21 years of age—rate as agreed upon or as fixed by Board of Reference.			
Survey Hands:			
29. Boatmen, chainmen or reelmen	.....	0 16 0	
30. Bookman or leadsman	.....	1 0 0	
Tar and Bitumen:			
31. Men working with tar, bitumen or bitumen emulsion—			
(a) Spraying or spreading hot tar on bitumen, except with a brush	.....	1 5 0	
(b) All others	.....	0 18 0	
32. Hot mix bitumen mixing gang	.....	1 8 0	
33. Hot mix bitumen gang on wharf or where same class of work is operating under same conditions	.....	1 5 0	
34. Bitumastic macadam—hand ramming of (by heavy hand rammer)	.....	1 13 0	
35. Tar tank attendant (where more than one worker is employed doing the same kind of work they shall be paid the rate prescribed for a tar tank attendant)	.....	1 5 0	
General:			
36. Boatmen	.....	0 16 0	
*37. Benchman at Harbour Works, Fremantle	.....	1 14 6	
*38. Benchman's assistant	.....	1 2 0	
39. Slingers and hookmen	.....	1 3 0	
40. Canvas work rope and wire splicing—			
(a) Man in charge—State Shipping Service	.....	2 10 0	
(b) Man in charge—Fremantle Harbour Trust	.....	2 10 0	
(c) Others	.....	1 10 0	
41. Maintenance men—State Shipping Service	.....	1 10 0	
42. Riggers, canvas workers and wire splicer's labourers	.....	0 19 6	
*43. Chippers and scrapers of iron work on shore	.....	1 0 0	
*44. Chippers and scrapers (compressed air)	.....	1 6 0	
45. Diver's air pumper	.....	0 16 0	
46. Drilling and screwing machinist	.....	1 5 0	
47. Fireman on grab dredge (when required)	.....	0 18 0	
48. Fuelman—leading ordinary	.....	1 4 0	
.....	.....	0 18 6	
49. Gangers in charge of less than eight men	.....	1 17 6	
50. Gangers in charge of more than eight men	.....	2 10 0	
51. Grab ("Priestman")—man in charge	.....	1 15 0	
52. Guard	.....	1 8 0	
53. Hammer and gadman	.....	0 13 6	
54. Hammer and drill	.....	0 18 0	
55. Hand boring plant—			
(a) Leading hand	.....	1 0 0	
(b) Others	.....	0 16 0	
56. Jack-hammer man	.....	1 4 0	
57. Labourer	.....	Nil	
58. Lavatory attendant	.....	0 16 0	
59. Magazine hands—making up charges	.....	1 12 0	
60. Magazine hands	.....	0 16 0	
(a) Men engaged in stripping wharf timbers (all in rate)	.....	0 12 0	
61. Pile charrers and scrapers	.....	0 16 0	
62. Puntman in charge	.....	0 16 0	
63. Powder monkey	.....	1 15 0	
64. Roller driver	.....	1 18 0	
65. Rat catcher (inclusive rate)	.....	0 16 0	
66. Rigger—special—harbour works	.....	2 0 0	
*67. Sawyer at Harbour Trust	.....	1 14 6	
*67a. Tailer out	.....	0 13 6	
*68. Saw sharpener	.....	1 5 0	
69. Section workers, Fremantle Harbour Trust	.....	0 16 0	
70. Stores—			
(a) Storeman in charge, North Wharf, Fremantle Harbour Works	.....	1 13 0	

70. Stores—continued.

	£	s.	d.
(b) Store labourers, State Shipping Service, Fremantle Harbour Trust, Fremantle Harbour Works	0	16	0
*71. Tradesmen's assistants	0	19	6
72. Truck examiners	1	6	0
73. Truck oilers	0	16	0
74. Timber squarer using broad axe	2	3	6
75. Tool sharpener	1	10	0
76. Watchmen—Fremantle Harbour Works (duties including attending to plant, etc.)	0	12	0
77. Winch driver other than on pile driving	1	3	0
78. Wood blocks, cubes or flags (man laying)	0	19	6
79. Wood borers up to one inch (compressed air)	0	19	6
80. Wood borers over one inch (compressed air)	1	5	0
	Per cent. of basic wage.		
81. Junior Workers—			
Up to 16 years of age		30	
16 to 17 years of age		35	
17 to 18 years of age		45	
18 to 19 years of age		60	
19 to 20 years of age		75	
20 to 21 years of age		90	
82. Swan River Reclamation Work—	£	s.	d.
Suction dredges: Members of gang attending dredge and fitting pipes and moorings in conditions similar to those existing on present reclamation work North of Causeway on and prior to 1st August, 1948	1	12	0
This rate to include all allowances for wet pay and obnoxious work.			
Note.—This rate also to be paid to all men who are called upon to fit pipes and/or moorings or to assist in such work, while so engaged.			
83. Attending to dredge and fitting pipes in sand or similar material	1	7	0
84. Men working in conditions similar to those mentioned in item 82 but not required to fit pipes or moorings	1	0	0
84a. Working in conditions similar to those in 83 but not required to fit pipes or moorings	0	16	0

Part II.

Slipway and Ship Repair:

- *1. Shipwrights' assistants and workers engaged slipping, coating with paint, cleaning, chipping, scraping, cementing, applying asbestos, canvassing steam pipes, coating with oils, limewash, cement wash, boiler scaling, spraying with disinfectants on vessels and buoys and beacons brought ashore for that purpose and shall include chipping of steel rails under the wharf
- *2. Cleaning, chipping, scraping, cementing, applying asbestos, canvassing steam pipes, coating with paint, tars, oils, compositions, limewash, cement wash, boiler scaling on or about special places as defined in clause 28, 3d. per hour in addition to the rates prescribed in paragraph (1) of this Part.

*Liberty to apply.

BILLS ASSENTED TO.

IT is hereby notified for public information that His Excellency the Administrator has assented in the name and on behalf of the King, on the date stated, to the undermentioned Bill passed by the Legislative Council and the Legislative Assembly during the Second Session of the Twentieth Parliament, 1951.

Short Title of Bill, Date of Assent, No. of Act.
Supply; 28th August; I.

A. B. SPARKS,
Clerk of the Parliaments.

20th September, 1951.

APPOINTMENT.

(26 George V, No. 36.)

HIS Honour the Chief Justice has been pleased to appoint William Kenneth McKenzie, of Cohuna, in the State of Victoria, Solicitor, a Commissioner of the Supreme Court of Western Australia, to administer or take within the Shire of Cohuna, in the State of Victoria, any oath, affidavit, affirmation, declaration, or acknowledgment by a married woman to be used in the Supreme Court of Western Australia. The Commission to remain in force until the said William Kenneth McKenzie ceases to reside in the Shire of Cohuna in the State of Victoria aforesaid, or until he ceases to practise the profession of a solicitor there on his own account or in partnership there, or until revoked.

G. J. BOYLSON,
Registrar Supreme Court.
Supreme Court Office,
Perth, 3rd September, 1951.

Western Australia.

IN PARLIAMENT—SESSION 1951.

The Perpetual Executors Trustees and Agency Company (W.A.) Limited.

A Bill for an Act to Amend the Perpetual Executors Trustees and Agency Company (W.A.) Limited Act, 1922.

NOTICE is hereby given that an application is intended to be made to Parliament in the present session by the Perpetual Executors Trustees and Agency Company (W.A.) Limited (hereinafter called "the Company"), a Company registered under the Companies legislation of Western Australia, for leave to bring in a Bill to facilitate the appointment of the Company as Executor, Administrator or Trustee and to vary the charges which may be received and levied by the Company in the administration of estates committed to its care and management and to authorise the Company to establish a "Common Fund" for the investment of moneys under its control.

Printed copies of the intended Bill will be deposited in the office of the Clerk of the Legislative Assembly on or before the 16th day of October, 1951.

Dated the 12th day of September, 1951.

PARKER & PARKER,
of 21 Howard Street, Perth, the
Solicitors and Parliamentary
Agents for The Perpetual
Executors Trustees and
Agency Company (W.A.)
Limited.

Western Australia.

IN PARLIAMENT—SESSION 1951.

The West Australian Trustee Executor and Agency Company Limited.

A Bill for an Act to Amend the West Australian Trustee Executor and Agency Company Limited Act.

NOTICE is hereby given that an application is intended to be made to Parliament in the present session by The West Australian Trustee Executor and Agency Company Limited (hereinafter called "the Company"), a Company registered under the Companies legislation of Western Australia, for

leave to bring in a Bill to facilitate the appointment of the Company as Executor, Administrator or Trustee and to vary the charges which may be received and levied by the Company in the administration of estates committed to its care and management and to authorise the Company to establish a "Common Fund" for the investment of moneys under its control.

Printed copies of the intended Bill will be deposited in the office of the Clerk of the Legislative Assembly on or before the 16th day of October, 1951.

Dated the 12th day of September, 1951.

PARKER & PARKER,
of 21 Howard Street, Perth, the
Solicitors and Parliamentary
Agents for The West Aus-
tralian Trustee Executor
and Agency Company
Limited.

COMPANIES ACT, 1943-1949.

Notice Concerning Lost Share Certificates.
Pursuant to Section 414 (1).

Mount Barker Co-operative Limited.

NOTICE is hereby given that share certificate Nos. 225 and 358 for 12 and 39 shares, respectively, in the abovenamed Company entered in the name of Hubert James Crutchett, of Kendenup, have been lost or destroyed, and it is the intention of the directors of the abovenamed Company to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 24th day of September, 1951.

L. H. GORMAN,
Secretary.

COMPANIES ACT, 1943-1946.

Notice of Change in Situation of Registered Office and of the Days and Hours such Office is Accessible to the Public.

Pursuant to Section 99 (4).

(Robert Formby & Co. Pty. Ltd.)

NOTICE is hereby given that (1) the Registered Office of Robert Formby & Co. Pty. Ltd. was, on the 19th day of September, 1951, changed to and is now situated at "Chirellup," Gnowangerup. (2) The days and hours during which the Registered Office of Robert Formby & Co. Pty. Ltd. is accessible to the public are as from the 19th day of September, 1951, as follows:—Monday to Friday (public holidays excepted), 10 a.m. to 1 p.m., and 2 p.m. to 4 p.m.

Dated this 20th day of September, 1951.

R. W. H. FORMBY,
Director.

COMPANIES ACT, 1943-1949.

Advertisement for Creditors.

Neal's Pty. Limited.

NOTICE is hereby given that the creditors of the abovenamed Company which is being voluntarily wound up are required on or before the 15th day of October, 1951, being the day for that purpose fixed by me, the undersigned, the Liquidator of the Company, to send their names and addresses and the particulars of their debts or claims to the undersigned, and if so required by notice in writing from me are to come in and prove their said debts and claims at such time and place 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 19th day of September, 1951.

E. S. WALTON,
Liquidator.

Edward Storry Walton (A.C.A.), Aust., Perpetual Trustee Building, 89 St. George's Terrace, Perth.

Wheatley & Sons, Solicitors, Occidental House, 49 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1949.

Notice of Special Resolution for Voluntary Winding-up.

Pursuant to Section 232 (1).

NOTICE is hereby given that at a general meeting of Hester & Sons Pty. Limited duly convened and held at the Registered Office of the Company at Dalgarrup Park near Bridgetown, in the State of Western Australia, on the 15th day of September, 1951, at 10.30 o'clock in the forenoon, the following special resolution was duly passed:— "That the Company be wound up voluntarily and that Henry Charles Holton Merry, of 44 St. George's Terrace, Perth, Chartered Accountant (Aust.), be appointed Liquidator of the Company."

Dated the 15th day of September, 1951.

REGINALD S. HESTER,
Chairman of the Meeting.

COMPANIES ACT, 1943-1949.

Notice of Intention to Apply for Exemption.
Pursuant to Section 369 (1).

Westralian Farmers Superphosphates Limited.

WESTRALIAN FARMERS SUPERPHOSPHATES LIMITED hereby gives notice of its intention to apply to the Hon. the Attorney-General for exemption in the case of the shares of the said Westralian Farmers Superphosphates Limited from the provisions of paragraph (a), section 369 (1) of the Companies Act, 1943-1949, forbidding persons to go from place to place offering to the public or any member of the public shares for subscription, purchase or exchange.

Dated this 24th day of September, 1951.

J. H. WORTHINGTON,
Secretary.

Robinson, Cox & Co., of 20 Howard Street, Perth, Solicitors.

IN THE MATTER OF THE COMPANIES ACT, 1943-1949, and in the matter of W.A. Crete Wall Building Co. Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to W.A. Crete Wall Building Co. Pty. Ltd.

Dated this 18th day of September, 1951.

G. J. BOYLSON,
Registrar of Companies.

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

COMPANIES ACT, 1943-1949.

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

NOTICE is hereby given that Universal Mirror and Leadlight Co. Limited has, by a special resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Universal Mirror and Leadlight Co. Pty. Ltd.

Dated the 18th day of September, 1951.

G. J. BOYLSON,
Registrar of Companies.

WE, Albert Henry Phillips, of Mandurah, in the State of Western Australia, Business Proprietor; George Duncan Simpson, of Pinjarra, in the said State, Orchardist, and Edwin Marsden, of Waroona, in the said State, Farmer, Trustees of or persons authorised by the Pinjarra Trotting Club, do hereby give notice that we are desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

A. H. PHILLIPS.
G. D. SIMPSON.
E. MARSDEN.

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 Association—The Pinjarra Trotting Club.

2. Object or Purpose of the Association—To foster and extend the sport of trotting throughout Western Australia and the importation and breeding of trotting horses, and to keep the sport clean and free from abuse.

3. Where Situated or Established—Pinjarra District.

4. The Name or Names of the Trustee or Trustees—Albert Henry Phillips, George Duncan Simpson and Edwin Marsden.

5. To whom the Management of the Association is Vested, and by what Means—Committee consisting of 11 members (including president and vice-president) by the constitution and rules of the Association.

Ball & Robertson, of Harvey, Solicitors for the Club.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto carried on by John Cykle and John Lane Jenkins under the style or business name of "John's Ladies Hairdressing Salon" has been dissolved by mutual consent as from the 11th day of August, 1951. The said John Lane Jenkins retired from the business as at that date and thereafter the said business has been carried on by John Cykle.

Dated the 20th day of September, 1951.

JOHN CYKLE.
J. L. JENKINS.

Eastman & Jenour, Solicitors, Bunbury.

Western Australia.

THE PARTNERSHIP ACT, 1895.

Notice of Dissolution of Partnership.

NOTICE is hereby given that the Partnership heretofore subsisting between us the undersigned Leslie William Mynard and Frederick Conrad James Lullfitz, carrying on business as Builders, Woodworkers and Manufacturers, at the corner of Cecil Avenue and Pattie Street, Cannington, under the style or firm of Melgrae has been dissolved by mutual consent as from the 30th day of June, 1951, so far as concerns the said Leslie William Mynard who retires from the firm.

All debts due and owing by the said late firm will be received and paid by the said Frederick Conrad James Lullfitz who will continue to carry on the said business under the style or firm of Melgrae.

Dated this 25th day of September, 1951.

L. W. MYNARD.
F. C. J. LULLFITZ.

Lionel Weston deMorley, of McNeil Chambers, 9 Barrack Street, Perth, Solicitor for the parties.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alice Harvey, late of Arthur River, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the above-named deceased must send full particulars thereof in writing to the Executor, care of the under-mentioned solicitors on or before the 28th day of October, 1951, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated this 19th day of September, 1951.

BIRD & WILLIAMS,
15 Fortunes Street, Narrogin,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Douglas Eard Goldsmith, late of Chidlow Street, Northam, in the State of Western Australia, Retired Manufacturer and Retired Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the above-named deceased are requested to send particulars thereof in writing to the Executors, care of Pearson Lyon & Co., Solicitors, Northam, on or before the 29th day of October, 1951, 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 the claims and demands of which they shall then have had notice.

Dated the 25th day of September, 1951.

PEARSON LYON & CO.,
of 129 Fitzgerald Street, Northam,
Solicitors for the said Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alice Maria Simmonds (in the Will called Alice Marria Simmonds), late of 51 Woodville Street, North Perth, 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 above-named deceased are requested to send particulars thereof in writing to the Executors, care of The Perpetual Executors Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, in the State of Western Australia, on or before the 29th day of October, 1951, 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 the claims and demands of which it will then have had notice.

Dated this 20th day of September, 1951.

ROBINSON, COX & CO.,
Solicitors for the Executors,
20 Howard Street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Baron Harry Frieze (also known as Baron Frieze), late of 5 Esplanade, South Perth, in the State of Western Australia, Investor, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the above-named deceased are requested to send particulars thereof in writing to the Executors, care of P. J. Barblett, Solicitor, Bank of Adelaide Chambers, 97 St. George's Terrace, Perth, on or before the 29th day of October, 1951, 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 the claims and demands of which they shall then have had notice.

Dated the 26th day of September, 1951.

P. J. BARBLETT,
Bank of Adelaide Chambers,
97 St. George's Terrace,
Perth, Solicitors for the
Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Lucia Marie Louise Hill, late of 2 Karoo Street, South Perth, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of the abovenamed deceased are requested 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 said State, on or before the 29th day of October, 1951, 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 20th day of September, 1951.

BOULTBEE, GODFREY & VIRTUE,
of 66 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil thereto of Herbert Stone, formerly of Duke Street, Perth, in the State of Western Australia, but late of Nicholson Road, Cannington, in the said State, Retired Box Manufacturer (sometimes known as Retired Business Proprietor), 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, care of Messrs. Lohrmann, Tindal & Guthrie, of Perpetual Trustee Building, 89 St. George's Terrace, Perth, on or before the 29th day of October, 1951, 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 20th day of September, 1951.

LOHRMANN, TINDAL & GUTHRIE,
of 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 William Montgomery, late of John Street, Cottesloe, in the State of Western Australia, Retired Land and Estate Agent, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor The West Australian Trustee Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 29th day of October, 1951, 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 this 26th day of September, 1951.

A. D. SMITH,
135 St. George's Terrace, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to the Public Trustee in writing on or before the 29th day of October, 1951, after which date the Public Trustee will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which the Public Trustee shall then have had notice.

Dated at Perth the 26th day of September, 1951.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
Perth, W.A.

Name, Occupation, Address, Date of Death.

Wilson, Arthur; Retired Plumber; late of 70 Hobart Street, Mount Hawthorn; 16/7/51.

Name, Occupation, Address, Date of Death.

Williamson, James Sinclair; Publishing Hand and Publisher; late of 14 Palmerston Street, Mosman Park; 1/7/51.

Orr, Richard; Retired Miner; late of 11 Aberdeen Street, Perth; 1/8/51.

Baker, Ada Sarah; Married Woman; late of 24 Burnside Street, Bayswater; 1/6/51.

Cain, James Roy; Miner and Engine Driver; late of 153 Piesse Street, Boulder; 27/6/51.

Bartle, Cecil Clive; Electrician; formerly a member No. W235185 of the Australian Military Forces but late of 41 Francis Street, Perth; 8/4/51.

Grimmett, William; Commercial Traveller and Manufacturers' Representative; late of 118 Labouchere Road, South Perth; 11/8/51.

Lawson, Jane; Widow; formerly of 18 Hulbert Street, South Fremantle, but late of Claremont; 29/4/51.

McLeavy, Walter James (also known as Walter McLeavy and William McLeary); Labourer; formerly of 44 University Road, City of Belfast in Ireland, but late of 215 Pier Street, Perth; 20/4/47.

Peters, Hugh, Retired Railway Employee and Umbrella Manufacturer; late of 57 Woolwich Street, Leederville; 30/7/51.

Rebbechi, Richard; Retired Blacksmith; formerly of Onslow but late of Mullewa; 19/7/51.

Murray, William; Grader Driver; formerly of Moora but late of Port Hedland; 5/4/51.

Vale, Annie Elizabeth; Married Woman; late of 247 Main Street, Osborne Park; 29/3/51.

Matthews, Kate Ellen; Spinster; late of 124 Hampton Road, South Fremantle; 1/8/51.

Titcomb, Joseph John; Engineer; late of West View Street, Scarborough; 28/7/51.

Fraser, Alexander Francis William; Retired Electrician; late of 460 Beaufort Street, Perth; 19/7/51.

Marshall, Mary; Married Woman; late of 210 Carr Street, Leederville; 2/8/51.

Bone, Stanley Arnold; Fitter's Assistant; formerly of Lawnwood Road, Bickley, but late of 120 Tenth Avenue, Inglewood; 12/7/51.

Gobby, Alan Desmond; Shearer and Truck Driver; formerly of Bruce Rock, but late of 189 Perth Road, Bassendean; 4/3/51.

Brooks, Ronald Percival; Fitter, Turner and Welder; late of 54 Angelo Street, South Perth; 14/6/51.

Dorrington, William Henry; Farmer; formerly of Kanowna, Engine Driver, but late of Windsor Farm, Goomarin Road, Merredin; 17/6/51.

THE PUBLIC TRUSTEE ACT, 1941-1947.

NOTICE is hereby given that pursuant to Section 14 of the Public Trustee Act, 1941-1947, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 26th day of September, 1951.

J. H. GLYNN,
Public Trustee,
Perth.

Name of Deceased, Occupation, Address, Date of Death, Date Election Filed.

Vale, Annie Elizabeth; Married Woman; late of 247 Main Street, Osborne Park; 29/3/51; 24/9/51.

Marshall, Mary; Married Woman; late of 210 Carr Street, Leederville; 2/8/51; 25/9/51.

THE following decisions of the Public Service Appeal Board are published for general information. In those cases where increments have been granted by the Board, the file should be submitted to the Commissioner for endorsement before payment is made.

S. A. TAYLOR,
Public Service Commissioner.

PUBLIC SERVICE APPEAL BOARD.
CLERICAL DIVISION.

Con- secu- tive No.	Item No.	Name.	Department.	Reclassification (18-12-50).			Claim.			Decision.
				Title.	Class.	Annual Salary.	Title.	Class.	Annual Salary.	
1	6	McGerr, D. J.	Treasury	Clerk	C-II-3	744	Government Advertising Clerk	C-II-4	764	Appeal dismissed.
2	21	King, A. G.	do.	Clerk	C-II-2	704	Revenue Officer	C-II-3	724	No alteration in title. Classification and Salary as claimed.
3	44	Roxburgh, E. S.	do.	Clerk	C-II-1	664	Unchanged	C-II-2	684	Appeal dismissed.
4	120	Yewers, G. H.	Government Stores	Clerk	C-II-2	704	Assistant Secretary Tender Board or Chief Clerk	C-II-5	809	No alteration in title. Classification increased to C-II-3, Salary £724.
5	121	Hunt, G. H.	do. do.	Clerk	C-IV.	619	Unchanged	C-II-2	684	Classification increased to C-II-1, Salary £634.
6	124	Bourn, G. W.	do. do.	Clerk-in-Charge	C-II-4	784	Unchanged	C-II-6	884	Appeal dismissed.
7	125	Hill, A. E. A.	do. do.	Clerk	C-II-1	664	Unchanged	C-II-3	744	Appeal dismissed.
8	126	McCullough, H. C.	do. do.	Clerk	C-II-1	664	Unchanged	C-II-2	684	Appeal dismissed.
9	133	Moss, E.	do. do.	Clerk-in-Charge	C-II-4	784	Unchanged	C-II-6	884	Appeal dismissed.
10	134	Hargrave, F. E.	do. do.	Clerk	C-II-1	664	Unchanged	C-II-3	744	Appeal dismissed.
11	135	Elliott, S. E.	do. do.	Clerk	C-II-1	664	Unchanged	C-II-3	744	Appeal dismissed.
12	139	Brown, H. S.	do. do.	Clerk-in-Charge	C-II-4	764	Unchanged	C-II-6	884	Appeal dismissed.
13	140	Powell, A. J. P.	do. do.	Clerk	C-II-1	664	Unchanged	C-II-3	744	Appeal dismissed.
14	142	Oddy, W.	do. do.	Clerk-in-Charge	C-II-4	784	Unchanged	C-II-6	884	Appeal dismissed.
15	144	Cain, W. T.	do. do.	Clerk	C-II-1	634	Unchanged	C-II-3	744	Appeal dismissed.
16	146	Beckwith, J. T.	do. do.	Clerk-in-Charge	C-II-4	784	Unchanged	C-II-6	884	Appeal dismissed.
17	148	Gillespie, C. C.	do. do.	Clerk	C-II-1	664	Unchanged	C-II-3	744	Classification increased to C-II-2, Salary £684.
18	211	Boylan, G. A.	State Housing	Clerk	C-II-1	634	Unchanged	C-II-2	684	Appeal dismissed.
19	217	Johnson, A. W.	do. do.	Senior Rent Collector	C-II-2	704	Unchanged	C-II-4	784	Appeal dismissed.
20	335	Sparrow, P. L.	Premiers	Senior Clerk	C-II-4	784	Unchanged	C-II-6	884	Appeal dismissed.
21	362	Drake, C. C.	Audit	Inspector, Grade 2	C-II-8	984	Inspector, Grade 1	C-II-10	1,109	Appeal dismissed.
22	363	Quinlivan, C. W.	do.	Inspector, Grade 2	C-II-8	984	Inspector, Grade 1	C-II-10	1,109	Appeal dismissed.
23	364	Turvey, C. J.	do.	Inspector, Grade 2	C-II-8	984	Inspector, Grade 1	C-II-10	1,109	Appeal dismissed.
24	365	Barlow, G. J.	do.	Inspector, Grade 2	C-II-8	959	Inspector, Grade 1	C-II-10	1,084	Appeal dismissed.
25	369	Bodinner, H.	do.	Inspector, Grade 4	C-II-4/5	834	Unchanged	C-II-5	834	Appeal dismissed.
26	370	Burbidge, J. E.	do.	Inspector, Grade 4	C-II-4/5	834	Unchanged	C-II-5	834	Appeal dismissed.
27	371	Civil Service Association	do.	Inspector, Grade 4	C-II-4/5	....	Unchanged	C-II-5	....	Appeal dismissed.
28	455	Budd, E. S.	Forests	Chief Clerk	C-II-6	884	Unchanged	C-II-7/8	909	Appeal dismissed.
29	458	Reid, R. K.	do.	Registrar	C-II-4/5	764	Unchanged	C-II-6	859	Appeal dismissed.
30	476	Moriarty, T. B.	do.	Clerk	C-II-1	634	Clerk-in-Charge (Stores Branch)	C-II-2	684	Appeal dismissed.

PUBLIC SERVICE APPEAL BOARD.
CLERICAL DIVISION—continued.

Con- secu- tive No.	Item No.	Name.	Department.	Reclassification (18-12-50).			Claim.			Decision.
				Title.	Class.	Annual Salary.	Title.	Class.	Annual Salary.	
31	511	Clarke, G. J.	Lands	Clerk-in-Charge	C-II-5	809	Unchanged	C-II-6	859	Appeal dismissed.
32	551	Taylor, S. G.	do.	Clerk-in-Charge	C-II-5	834	Unchanged	C-II-6	859	Appeal dismissed.
33	563	Carmody, T. W.	do.	Clerk-in-Charge	C-II-5	809	Accountant, Forests De- ment	C-II-8	959	Appeal dismissed.
34	594	Gallagher, D. P.	do.	Clerk Assistant	C-II-3	744	Unchanged	C-II-4	764	Appeal dismissed.
35	606	McLennon	Lands	Clerk Assistant (Appli- cations)	C-II-3	724	Clerk Assistant (Senior)	C-II-4	764	Appeal dismissed.
36	633	Smythe, P. S.	do.	Clerk-in-Charge	C-II-5	834	Unchanged	C-II-6	859	Appeal dismissed.
37	634	Lewis, G. E. W.	do.	Clerk Assistant	C-II-3	744	Unchanged	C-II-5	809	Appeal dismissed.
38	645	Hobson, W. C.	do.	Managing Secretary	C-II-11	1,059	Unchanged	A-I-2	1,259	Appeal dismissed.
39	661	Evensen, E. W.	do.	Clerk, Land Purchase Board	C-II-2	704	Secretary, Land pur- chase Board	C-II-3	724	No alteration in title. Classification and Salary as claimed.
40	662	Abbott, H. A. J.	do.	Clerk (Legal)	C-II-2	704	Clerk-in-Charge, Securities	C-II-4	784	Appeal dismissed.
41	665	Ashley, J. G. C.	do.	Clerk	C-II-1	664	Unchanged	C-II-2	684	Appeal dismissed.
42	756	Tait, E. R. A.	Mines	Clerk	C-II-1	664	Unchanged	C-II-2	684	Appeal dismissed.
43	804	Mell, J. B.	do.	Clerk	C-II-1	649	Clerk and Secretary, Ex- amining Board	C-II-2	684	Appeal dismissed.
44	941	Hatty, W. A.	Chief Secretary's and Public Health	Clerk Assistant	C-II-2	684	Clerk-in-Charge, Medical and Health Records	C-II-3	724	Appeal dismissed.
45	962	Bonds, C. E.	do. do.	Clerk (Internal Audit)	C-II-3	744	Unchanged	C-II-4	764	Classification increased to C-II-3/4, Salary, £764.
46	976	Aspland, C. J. W.	do. do.	Clerk	C-II-2	704	Unchanged	C-II-3	724	Appeal dismissed.
47	1225	Le Faucheur, F. L.	Medical and Health	Clerk	C-IV	534 + 85	Unchanged	C-II-1	634	Appeal dismissed.
48	1328	Findlay, A.	Police	Secretary	C-II-8	959	Unchanged	C-II-10	1,059	Appeal dismissed.
49	1338	Civil Service Associa- tion	do.	Clerk	C-IV	....	Unchanged	C-II-1	634	Appeal dismissed.
50	1442	Jarvis, C. M. B.	Public Works	Officer-in-Charge	C-II-8	959	Unchanged	C-II-10	1,059	Appeal dismissed.
51	1443	Smith, A. H.	do.	Clerk Assistant	C-II-4	764	Unchanged	C-II-7	884	Appeal dismissed.
52	1446	Pollard, D. W. G.	do.	Clerk	C-IV	514	Clerk (Searcher)	C-II-2	684	No alteration in title. Classification increased to C-II-1, Salary £634.
53	1454	Boobbyer, P.	do.	Accountant	C-II-10	1,059	Unchanged	C-II-10	1,109	Appeal dismissed.
54	1464	Davis, E. L.	do.	Paying Officer	C-II-4	764	Unchanged	C-II-5	809	Appeal dismissed.
55	1465	Ward, L. H.	do.	Paying Cashier	C-II-2	704	Unchanged	C-II-3	744	Classification as claimed. Salary £724.
56	1471	Civil Service Associa- tion	do.	Senior Clerk	C-II-3	....	Unchanged	C-II-4	764	Appeal dismissed.
57	1472	Haynes, J. M.	do.	Clerk	C-II-2	704	Ledgerkeeper, Water Supply Revenue	C-II-3	724	Appeal dismissed.
58	1490	Sibley, C. E.	do.	Clerk-in-Charge	C-II-4	764	Unchanged	C-II-5	809	Appeal dismissed.
59	1533	Irvine, D. B.	do.	Clerk	C-II-1	664	Unchanged	C-II-2	704	Appeal dismissed.
60	1534	Cahill, W. J. V.	do.	Cashier	C-II-1	649	Unchanged	C-II-1/2	684	Appeal dismissed.
61	1542	Maslen, W. M.	do.	Clerk-in-Charge	C-II-3	744	Unchanged	C-II-4	764	Appeal dismissed.
62	1544	Civil Service Associa- tion	do.	Clerk (Roelands)	C-II-1	....	Unchanged	C-II-2	704	Struck out.
63	1545	Peers, R. A.	do.	Clerk (Harvey)	C-II-1	664	Unchanged	C-II-3	724	Appeal dismissed.
64	1546	Bowen, F. C.	do.	Clerk (Wareona)	C-II-1	664	Clerk-in-Charge	C-II-3	744	Appeal dismissed.
65	1612	Dixon, W. R.	do.	Clerk	C-II-2	704	Clerk Assistant	C-II-3	724	Appeal dismissed.

66	1613	Vincent, R.	do.	Clerk	C-II.-2	704	Clerk Assistant	C-II.-3	724	Appeal dismissed.
67	1617	Caple, K. J.	do.	Clerk	C-II.-1	649	Unchanged	C-II.-2	684	Appeal dismissed.
68	1862	Stapleton, J. M.	Local Government	Auditor and Inspector, Grade 1	C-II.-5/6	884	Unchanged	C-II.-8	1,009	Appeal dismissed.
69	1864	Paust, R. C.	do. do.	Auditor and Inspector, Grade 1	C-II.-5/6	859	Unchanged	C-II.-8	1,009	Appeal dismissed.
70	1865	Chown, E. J.	Local Government	Auditor and Inspector, Grade 1	C-II.-5/6	884	Unchanged	C-II.-8	1,009	Appeal Dismissed.
71	1995	Sharp, W. D.	Metropolitan Water Supply	Clerk-in-Charge	C-II.-5	809	Unchanged	C-II.-6	859	Classification and salary as claimed. Appeal upheld because of personal assistance given to Under Secretary, Board recommends that Classification be reviewed in event of position becoming vacant.
72	2006	Civil Service Association	do. do.	Clerk-in-Charge	C-II.-3	....	Unchanged	C-II.-3/4	724	Appeal dismissed.
73	2054	Armstrong, F.	do. do.	Clerk	C-II.-1	664	Clerk (Permits)	C-II.-2	684	Appeal dismissed.
74	2074	Stannard, A. B.	Labour	Assistant Secretary for Labour	C-II.-7	909	Unchanged	C-II.-10	1,059	Appeal dismissed.
75	2075	Lonnie, W. S.	do.	Industrial Officer	C-II.-5	809	Unchanged	C-II.-7	909	Appeal dismissed.
76	2096	Boylan, L. E.	do.	Senior Clerk	C-II.-2	704	Unchanged	C-II.-3	724	Classification and salary as claimed.
77	2105	Hogg, E. J. R.	State Insurance	Assistant Manager	C-II.-11	1,159	Unchanged	C-I.-1	1,209	Appeal dismissed.
78	2174	McIntyre, J. F.	Crown Law	Sub-Accountant	C-II.-5	834	Unchanged	C-II.-7	959	Appeal dismissed.
79	2177	Andrews, E. J.	do.	Cashier	C-II.-2	704	Unchanged	C-II.-3	744	Appeal dismissed.
80	2215	Gartland, K. J.	do.	Clerk (Legal Officers)	C-II.-1/2	664	Clerk (Assistant Crown Prosecutor)	C-II.-2/3	684	Title as claimed. No alteration in Classification.
81	2242	Bogue, J. H.	do.	Industrial Officer	C-II.-10	1,059	Unchanged	A-I.-2	1,209	Classification increased to C-II.-11, Salary £1,109.
82	2243	Bruce, S. C.	do.	Assistant Registrar	C-II.-7	934	Unchanged	C-II.-9	1,009	Classification increased to C-II.-7/8, Salary £934.
83	2246	Willey, R. H.	do.	Clerk (Conciliation Commissioner)	C-II.-2	704	Unchanged	C-II.-4	764	Appeal dismissed.
84	2255	Glover, J.	do.	Assistant Public Trustee	C-II.-9	1,059	Unchanged	C-II.-11	1,109	Appeal dismissed.
85	2256	Marshall, A. E.	do.	Chief Trust Officer	C-II.-6	884	Unchanged	C-II.-9	1,009	Classification increased to C-II.-6/7, Salary £909.
86	2257	Oswald, A. T.	do.	Trust Officer, Grade 1	C-II.-4	764	Unchanged	C-II.-4/5	764	Appeal dismissed.
87	2258	Morris, J. F.	do.	Trust Officer, Grade 1	C-II.-4	764	Unchanged	C-II.-4/5	764	Appeal dismissed.
88	2259	O'Neil, G. L. C.	do.	Trust Officer, Grade 1	C-II.-4	764	Unchanged	C-II.-4/5	764	Appeal dismissed.
89	2264	Richards, A. W. G.	do.	Trust Officer, Grade 3	C-II.-1	664	Unchanged	C-II.-1/2	684	Appeal dismissed.
90	2265	Jennings, R. D.	do.	Trust Officer, Grade 3	C-II.-1	....	Unchanged	C-II.-1/2	684	Appeal dismissed.
91	2266	Wilkinson, N. A.	do.	Trust Officer, Grade 3	C-II.-1	664	Unchanged	C-II.-1/2	684	Appeal dismissed.
92	2267	Molynieux, D.	do.	Trust Officer, Grade 3	C-II.-1	664	Unchanged	C-II.-1/2	684	Appeal dismissed.
93	2268	Durrant, H. W. C.	do.	Trust Officer, Grade 3	C-II.-1	664	Unchanged	C-II.-1/2	684	Appeal dismissed.
94	2269	Munt, R. A.	do.	Trust Officer, Grade 3	C-II.-1	649	Unchanged	C-II.-1/2	684	Appeal dismissed.
95	2270	Sharp, M.	do.	Clerk	C-IV.	499	Trust Officer, Grade 4	C-II.-1	634	Appeal dismissed.
96	2071	Davies, R. D.	do.	Clerk	C-IV.	534	Trust Officer, Grade 4	C-II.-1	634	Appeal dismissed.
97	2272	Albutt, G. A.	do.	Clerk	C-IV.	514	Trust Officer, Grade 4	C-II.-1	634	Appeal dismissed.
98	2295	Swartz, J.	do.	Clerk-in-Charge, Accounts Branch	C-II.-3	744	Unchanged	C-II.-4	764	Appeal dismissed.
99	2307	Human, L. S.	do.	Senior Clerk (Index)	C-II.-3	724	Unchanged	C-II.-4	764	Appeal dismissed.
100	2308	Forsyth, D. L.	do.	Senior Clerk	C-II.-3	724	Senior State Electoral Registrar	C-II.-4	764	Appeal dismissed.
101	2309	Bessen, C. R.	do.	Clerk	C-II.-2	684	State Electoral Registrar	C-II.-3	724	Appeal dismissed.
102	2310	Bellanger, B. J. A. F.	Crown Law	Clerk	C-II.-2	684	State Electoral Registrar	C-II.-3	724	Appeal dismissed.
103	2311	Stephens, A. M.	do.	Clerk	C-II.-2	684	State Electoral Registrar	C-II.-3	724	Appeal dismissed.
104	2314	Soullin, F. J.	do.	Clerk	C-II.-2	684	State Electoral Registrar	C-II.-3	724	Appeal dismissed.
105	2334	Joyce, J. W.	do.	Assistant Clerk of Local Court	C-II.-4	764	Unchanged	C-II.-6	859	Appeal dismissed.

PUBLIC SERVICE APPEAL BOARD.
CLERICAL DIVISION—continued.

Con- secu- tive No.	Item No.	Name.	Department.	Reclassification (18-12-50).			Claim.			Decision.
				Title.	Class.	Annual Salary.	Title.	Class.	Annual Salary.	
106	2347	Smyth, J. E.	do.	Assistant Clerk of Police Court	C-II.-4	764	Unchanged	C-II.-5	809	Appeal not lodged within specified time. Struck out.
107	2355	Civil Service Associa- tion	do.	Clerk of Courts, Fremantle	C-II.-6	....	Clerk of Courts, District Registrar and Local Stamp Assistant, Fre- mantle	C-II.-7	909	No alteration in title. Classification as claimed.
108	2372	Rutherford, A. B.	do.	Clerk of Courts, Geraldton	C-II.-4	784	....	....	....	Appeal not lodged within specified time. Struck out.
109	2373	Whitworth, A. R.	do.	Clerk, Geraldton	C-IV.	599	Clerk (Counter)	C-II.-1	634	Appeal not lodged within specified time. Struck out.
110	2559	Duncan, C.	Education	Clerk-in-Charge, Statisti- cal	C-II.-3/4	764	Unchanged	C-II.-5	834	Appeal dismissed.
111	2585	Scott, D. H.	do.	Clerk (Correspondence School)	C-II.-2	684	Secretary or Clerk-in- Charge (Correspondence School)	C-II.-3	724	Appeal not lodged within specified time. Struck out.
112	2618	Clohessy, K. F.	Child Welfare	Clerk	C-II.-1	649	Salaries Clerk and Ledger- keeper	C-II.-2/3	684	Appeal dismissed.
113	2711	Civil Service Associa- tion	Agriculture	Clerk	C-II.-1	....	Unchanged	C-II.-2	684	Appeal dismissed.
114	2800	Meecham, A. W.	do.	Clerk	C-IV.	619	Rural Research Officer	P-II.-3/7 Alterna- tively C-II.-2	724	Appeal dismissed.
115	2830	Ryan, S.	do.	Senior Clerk	C-II.-3	744	Clerk-in-Charge, and Ad- ministrative Assistant	C-II.-6	859	Appeal dismissed.
116	2831	Green, G. H.	do.	Clerk	C-II.-1	664	Senior Clerk	C-II.-3	724	Appeal dismissed.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
Mental Hospitals	Matron, Lemnos Hospital (a) (e)	G-II-3(F)	Margin £290-£310	1951. 29th September.
Child Welfare	Clerk-in-Charge, Maintenance and Relief (Item 2636)	C-II-3	Margin £290-£310	do.
Do.	Institution Officer (Item 2608)	C-II-3	Margin £290-£310	do.
Do.	Inspector, Country Towns (a) (b)	G-II-3	Margin £290-£310	do.
Mines	Geologists (2), Grade 2 (a)	P-II-3/7	Margin £290-£325	do.
Public Works	Plumbing Inspector, Albany (a)	G-II-4	Margin £330-£350	do.
Agriculture	Agricultural Instructor, Geraldton (a)	G-II-3	Margin £290-£310	do.
Town Planning Board	Clerk-Typist (Item 1850)	C-V.	Maximum Margin £185	do.
Public Health	Principal Matron (a)	P-II-8/9 (F)	Margin £525-£625	6th October.
Mines	Clerk, Kalgoorlie (Item 896)	C-II-1	Margin £200-£230	do.
Public Works	Inspector, Murchison Districts (Item 1578) (a)	G-II-3	Margin £290-£310	do.
Metropolitan Water Supply	Clerk in Charge, Expenditure (Item 1937)	C-II-5	Margin £375-£400	do.
Do. do.	Clerk (General Ledger-keeper) (Item 1875)	C-II-3	Margin £290-£310	do.
Do. do.	Clerk (Item 2054)	C-II-1	Margin £200-£230	do.
State Housing Commission	Clerk (Internal Audit) (Item 205)	C-II-3	Margin £290-£310	do.
Do. do.	Clerk (Salaries) (Item 209)	C-II-2	Margin £250-£270	do.
Do. do.	Clerk (Relieving) (Item 212)	C-II-1	Margin £200-£230	do.
Education	School Welfare Officer (a)	G-II-1/2	Margin £200-£270	do.
Local Government	Auditors and Inspectors, Grade 1 (Items 1861 and 1863) (c)	C-II-5/6	Margin £375-£450	13th October.
Do.	Clerk (Item 1868)	C-II-1	Margin £200-£230	do.

(a) Applications are called under sections 23 and 24 of the Public Service Act.

(b) Stationed at Kalgoorlie.

(c) The possession of an Accountancy qualification by examination will be regarded as an important factor when judging relative efficiency under section 34 of the Public Service Act.

(e) Free quarters, rations and uniform.

Attention is drawn to a vacancy in the Accounting Department of the State Saw Mills, as Senior Clerk (Statistical), Class C-II-3, margin £290-£310. Applicants must have Accountancy qualifications equal to the Intermediate examination of a recognised Institute, but preferably a Final. Prospects for promotion are good and the position is of a permanent nature. Applications should be lodged with the Public Service Commissioner prior to 6th October, 1951, by officers who are willing to be seconded to this position in the State Saw Mills.

Applications are called under section 34 of the Public Service Act, 1904, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

S. A. TAYLOR,
Public Service Commissioner.

Public Service Commissioner's Office,
Perth, 26th September, 1951.

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

Ex. Co. 1532, P.S.C. 162/51—E. W. Dwyer, Clerk, Local Court, Perth, Crown Law Department, to be Clerk, Electoral Office, Class C-II-1, as from 15th August, 1951.

Ex. Co. 1532, P.S.C. 259/51—R. A. Reeves, Clerk, Accounts Branch, Crown Law Department, to be Clerk, Solicitor General's Office, Class C-II-1, as from 15th August, 1951.

Ex. Co. 1616, P.S.C. 338/51—J. Visscher, Clerk, Revenue Section, Accounts Branch, Metropolitan Water Supply Department, to be Clerk, Recovery Section, Class C-II-1, as from 28th August, 1951.

Ex. Co. 1616, P.S.C. 334/51—K. R. Rutherford, Clerk, Pay Office, Accounts Branch, Public Works Department, to be Clerk, Records Section, Metropolitan Water Supply Department, Class C-II-1, as from 17th September, 1951.

THE following appointment is approved under section 24 of the Public Service Act:—

Ex. Co. 2547, P.S.C. 436/50—Ernest George Cant to be Chief Warder, Fremantle Prison, Chief Secretary's Department, as from 23rd November, 1950.

Ex. Co. 1725.

IT is hereby notified for general information that the following days will be observed as Public Service Holidays at the places specified in lieu of the holiday granted in the Metropolitan Area for the Royal Agricultural Show held at Claremont.

Friday, 12th October, 1951, at Narrogin.
Friday, 19th October, 1951, at Wagin.
Friday, 26th October, 1951, at Katanning.
Monday, 29th October, 1951, at Wiluna (Annual Sports Gymkhana).
Friday, 9th November, 1951, at Busselton.

S. A. TAYLOR,
Public Service Commissioner.

SPECIAL NOTICE.

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer BEFORE TEN O'CLOCK a.m. on THURSDAY, or the day preceding the day of publication, and are charged at the following rates:—

For the first eight lines, 5s.

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To estimate the cost of an advertisement, count nine words to a line; heading, signature and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done no responsibility will be accepted by this office for any error in the initials or names as printed.

All communications should be addressed to "The Government Printer, Perth."

P.W. 2451/50; Ex. Co. No. 1862.

STATE ELECTRICITY COMMISSION ACT, 1945; PUBLIC WORKS ACT, 1902-1950.

LAND RESUMPTION.

State Electricity Commission Power Station at Bunbury.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Wellington District—have, in pursuance of the written approval and consent of His Excellency the Administrator, acting by and with the advice of the Executive Council, dated the 26th day of September, 1951, been set apart, taken, or resumed for the purposes of the following public work, namely:—State Electricity Commission Power Station at Bunbury.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 33068, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan P.W.D., W.A., No. 33068.	Owner or Reputed Owner.	Description.	Area.
1	George Alan Main and Roy Christopher Collins	Portion of Wellington Location P404, being the whole of the land contained in Certificate of Title Volume 655, Folio 173	a. r. p. 7 0 0
1a	George Alan Main and Roy Christopher Collins	Portion of Wellington Location P404 being the whole of the land contained in Certificate of Title Volume 146, Folio 68	3 0 0
2	George Alan Main and Roy Christopher Collins	Wellington Location P405 Certificate of Title Volume 655, Folio 174	10 0 0

Certified correct this 10th day of September, 1951.

D. BRAND,
Minister for Works.

J. P. DWYER,
Administrator in Executive Council.

Dated this 26th day of September, 1951.

NOTICE.

GOVERNMENT GAZETTE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The subscription to the *Government Gazette* is as follows:—30s. per annum, 17s. 6d. per half year, and 10s. per quarter, including postage. Single copies, 9d.; previous years, up to ten years, 1s. 6d.; over ten years, 2s. 6d.; postage, 1d. extra.

Subscriptions are required to commence and terminate with a quarter.

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual subscription to the above is seven shillings and sixpence and the charge for a single copy, two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

CONTENTS

	Page.
Administration Act	2623-4
Agriculture, Department of	2589
Appointments	2559, 2575, 2588-9, 2593, 2595, 2621, 2629
Arbitration Court	2597-2621
Associations Incorporation	2622-3
Bank Holidays proclaimed	2555-6
Cash Orders etc. Lost	2559, 2589
Chief Secretary's Department	2555-6, 2575
Commissioners for Declarations	2559
Commissioners of Supreme Court	2621
Companies	2621-2
Crown Law Department	2559-74
Deceased Persons' Estates	2623-4
Dried Fruits Act	2589
Education Department	2590-1
Factories and Shops	2558
Industrial Arbitration	2597-2621
Jetties Regulations	2575
Labour Department of	2558
Lands Department	2556-9, 2575-83
Land Titles	2583-4
Licensed Surveyors Act	2583
Marriages, Licenses to Celebrate	2593
Metropolitan Water Supply, etc.	2585-6
Mines Department	2593-7
Municipalities	2557-8, 2585
Native Affairs	2575
Orders in Council	2558-9
Parliament—Bills assented to	2621
Partnerships dissolved	2623
Premier's Department	2555
Proclamations	2555-8
Public Service Commissioner	2625-9
Public Service Holidays	2629
Public Trustee	2624
Public Works Department	2557-8, 2584-9, 2630
Registrar General	2593
Resumptions	2587, 2630
Road Boards	2581-3, 2588-9
Royal Commission	2555
Supreme Court Rules	2560-74
Tender Board	2591-2
Tenders accepted	2591
Tenders invited	2584-5, 2592
Transfer of Land	2583-4
Water Boards	2559
Water Supply, etc., Department	2559, 2585-6