



# Government Gazette

OF

## WESTERN AUSTRALIA.

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No. 118.]

PERTH : FRIDAY, 30th NOVEMBER.

[1951.]

The Fisheries Act, 1905-1949.

### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
CHARLES HENRY } Distinguished Order of Saint Michael and Saint  
GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

F.D. 891/27, Ex. Co. No. 2145.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1949, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto from January 1, 1952, until December 31, 1952, inclusive.

### Schedule.

Gordon River (near Tambellup).—The whole.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command.

VAL. R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1949.

### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
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Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

F.D. 285/32, Ex. Co. No. 2145.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1949, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of

Western Australian waters specified in the Schedule hereto from January 1, 1952, until December 31, 1952, inclusive.

### Schedule.

The whole of the waters of Carrolup River (near Katanning).

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command.

VAL. R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1949.

### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
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Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

F.D. 7/42, Ex. Co. No. 2145.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1949, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto from January 1, 1952, until December 31, 1954, inclusive.

### Schedule.

1. The whole of the waters of the Channel Entrance to Peel's Inlet (Mandurah) bounded on the North by a line drawn in an Easterly direction from the extremity of the Western point of entrance (at the bar) to a point on the mainland on the Eastern shore, and on the South by lines drawn in an Easterly direction from the South-Eastern corner of Murray Location No. 5 to the Southern extremity of Channel Island; thence to the South-Western extremity of Creery Island and

by its Southern foreshore to the Eastern extremity of that island; thence by a line drawn in a North-Easterly direction to a point on the foreshore of the mainland.

2. The whole of the waters of the Serpentine River, the Murray River and the Dandalup River (including estuaries, tributaries, lakes and lagoons the waters of which during any time of the year have access directly or indirectly to the sea) lying North, East and South-East of a line drawn from a point on the Eastern foreshore of Peel's Inlet situated East of the Southernmost point of Goon-goolup Island and extending in a Westerly direction half-a-mile; thence in a Northerly direction to the foreshore of Peel's Inlet to a point lying West of the Western side of the entrance to the Serpentine River.

3. The whole of the waters of the Harvey River and that portion of the Harvey Estuary South of a line, being the prolongation Easterly to the Eastern shore of the estuary of the Northern boundary of Murray Location No. 479.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command,

VAL. R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE KING ! ! !

#### The Fisheries Act, 1905-1949.

##### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
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GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

F.D. 713/37, Ex. Co. No. 2145.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1949, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto from January 1, 1952, until December 31, 1952, inclusive.

##### First Schedule.

Lake Angove—The whole of the waters of Lake Angove and the waters of the creeks and streams flowing into it.

##### Second Schedule.

Lake Gardiner—The whole of the waters of Lake Gardiner and the waters of the creeks and streams flowing into it.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command.

VAL. R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE KING ! ! !

#### The Fisheries Act, 1905-1949.

##### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
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GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

F.D. 609/39, Ex. Co. No. 2145.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1949, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of

Western Australian waters specified in the Schedule hereto from 1st January, 1952, until 31st December, 1952, inclusive.

##### First Schedule.

All that area of Western Australian waters in Cockburn Sound commencing at a point on the foreshore one hundred and fifty (150) yards North of Robbs Jetty and extending to a point on the foreshore one hundred and fifty (150) yards South of the said jetty, and extending into the waters aforesaid to a distance of a quarter of a mile from high-water mark.

##### Second Schedule.

That area of Western Australian waters in Cockburn Sound commencing at a point on the foreshore one hundred and fifty (150) yards North of the jetty fronting Douro Road, South Fremantle, to a point on the foreshore one hundred and fifty (150) yards South of the said jetty, and extending into the waters aforesaid to a distance of a quarter of a mile from high-water mark.

##### Third Schedule.

All that portion of the waters of Cockburn Sound (near Rockingham Beach) lying South of a line drawn from the North-Western extremity of Point John, intersecting the North-Western extremity of the Northernmost pier or jetty at Rockingham Beach, and extending to a point on the foreshore at the said Rockingham Beach.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command.

VAL. R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE KING ! ! !

#### The Factories and Shops Act, 1920-1948.

##### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
CHARLES HENRY } Distinguished Order of Saint Michael and Saint  
GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

F. and S. 544/50; Ex. Co. No. 2214.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1948, that during every Christmas Day, New Year's Day, Good Friday, Anzac Day and Easter Monday and any other day that the Governor may by proclamation declare to be a public holiday to be observed under the said Act, all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses shall be closed: Now therefore I, the said Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by the said Act do by this proclamation declare that Wednesday, the 26th day of December, 1951, shall be observed as a public holiday under the Factories and Shops Act, 1920-1948, throughout the State with the intent that on the said day all shops (except those mentioned in the Fourth Schedule to the said Act and registered small shops) and warehouses throughout the State shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command,

L. THORN,  
Minister for Labour.

GOD SAVE THE KING ! ! !

## Land Act, 1933-1950.

## PROCLAMATION.

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
CHARLES HENRY } Distinguished Order of Saint Michael and Saint  
GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
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Corres. No. 1056/17.

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. 16804 (Public Utility) should be classified as of Class A: Now, therefore, I, the Governor with the advice of Executive Council do by this my Proclamation classify as of Class A Reserve No. 16804 described hereunder.

## Schedule.

Reserve No. 16804, containing 10 acres (Korijekup Estate Lot 198). (Plan 383D/40, C3.)

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

## Road Districts Act, 1919-1948.

## Nannup Road Board.

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
CHARLES HENRY } Distinguished Order of Saint Michael and Saint  
GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
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Dependencies in the Commonwealth of Australia.

P.W. 963/43.

PURSUANT to section 219 of the Road Districts Act, 1919-1948, I, the said Governor do hereby proclaim and declare that the Nannup Road Board may adopt the system of valuation on the annual value on that portion of the district described in the Schedule hereto, and may impose rates on the rateable land within such area on the annual value thereof, in accordance with the relative provisions of the said Act, and any Proclamation heretofore or hereafter issued hereunder, and for the time being in force.

## Schedule.

All that land bounded by a line starting from a point 40 chains due North of the Northern corner of Nelson Location 4049, and extending North-Westerly for a distance of 80 chains; thence North-Easterly for a distance of 80 chains; thence South-Easterly for a distance of 80 chains; thence South-Westerly for a distance of 80 chains to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

## Dedication of Public Highway.

## Bunbury Municipality.

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
CHARLES HENRY } Distinguished Order of Saint Michael and Saint  
GAIRDNER, } George, Companion of the Most Honourable Order  
Governor, } of the Bath, Commander of the Most Excellent  
[L.S.] } Order of the British Empire, Governor in and  
over the State of Western Australia and its  
Dependencies in the Commonwealth of Australia.

Corr. 6140/26.

WHEREAS by sections 223 and 225 of the Municipal Corporations Act, 1906-1947 (6 Edward, No. 32), it shall be lawful for the Governor, on request

of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force; and whereas the Bunbury Municipal Council has requested that certain land named and described in the Schedule hereunder which has been acquired for street or way within the Municipality of Bunbury, be declared a public highway: Now, therefore, I, the said Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public highway, and such land shall, from the date of this Proclamation, be absolutely dedicated to the public as a highway within the meaning of any law now or hereafter in force.

## Schedule.

Name of Street, Picton Way; width, varying from 9.1 to 9.3 links; position, part of lot 2 of Leschenault Location 26 from Picton Crescent to the North boundary of the lot; Titles Office Plans, 803.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of November, 1951.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

AT a meeting of the Executive Council held in the Executive Council Chamber at Perth this 21st day of November, 1951, the following Orders in Council were authorised to be issued:—

## Fire Brigades Act, 1942-1949.

## ORDER IN COUNCIL.

Ex. Co. No. 2197.

WHEREAS it is enacted by section 5 of the Fire Brigades Act, 1942-1949, that the municipal and road districts mentioned in the Second Schedule to the said Act are, for the purpose of the Act, constituted fire districts, by the names as in the said Schedule stated, and that the Governor may, by Order in Council, constitute the district of any other local authority a fire district, assign a name to any such fire district and include the same in Part II or Part III or Part IV of the Second Schedule to the said Act: Now, therefore, His Excellency the Governor, in exercise of the powers conferred by the said Act, doth hereby, with the advice and consent of the Executive Council constitute that portion of the Bullfinch Fire District as referred to in the Schedule hereunder a fire district, assign the name of "Bullfinch Fire District" to the said fire district and order and direct that the said fire district be and the same is hereby included in Part IV of the Second Schedule to the said Act.

## Schedule.

All that portion of land bounded by lines starting from a point on the North-Eastern side of Mt. Jackson-Southern Cross Road situate 19 chains 64 links North-Westerly and 1 chain 50 links North-Easterly from the 21-mile post thereon and extending North-Westerly along that side to the Southern-most corner of Yilgarn Location 743; thence generally North-Easterly along the South-Eastern boundary of that location and to and along that of location 744 to the South-Western boundary of late Gold Mining Lease 4181; thence South-Easterly along that boundary and continuing to a point in prolongation North-Easterly of the North-Western side of the Bullfinch Railway Station Reserve; thence South-Westerly to the Northernmost corner of that reserve; thence South-Easterly to and along the North-Eastern side of Allen Street to a point bearing 48 deg. from the

starting point and thence 228 deg. 0 min. 54 chains to the starting point. (Public Plan 53/80 and Bullfinch Townsite.)

Approved by His Excellency the Governor in Executive Council, 21st November, 1951.

R. H. DOIG,  
Clerk of the Council.

The Land Act, 1933-1950.

#### ORDER IN COUNCIL.

Corr. No. 13983/10.

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. 13102 should vest in and be held by the Kojonup Road Board in trust for Townsite and Recreation: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Kojonup Road Board in trust for Townsite and Recreation with power to the said Kojonup Road Board, 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.

Land Act, 1933-1950.

#### ORDER IN COUNCIL.

Corres. No. 270/44.

WHEREAS by section 33 of the Land Act, 1933-1950, it is *inter alia* made lawful for the Governor by Order in Council to direct that any land reserved pursuant to the provisions of this Act shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and limitations as the Governor shall deem necessary to ensure that the land is used for the purpose for which the land is reserved as aforesaid; and whereas it is deemed expedient that reserve No. 22832 (Walpole Lot 28) should, subject as aforesaid, be granted in fee simple to the Country Women's Association of Western Australia to be held in trust for the purpose of a "Rest Room (Country Women's Association)": Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council doth hereby direct that the beforementioned reserve shall be granted in fee simple to the aforesaid Country Women's Association of Western Australia to be held in trust for the purpose of a "Rest Room (Country Women's Association)," subject to the condition that the land shall not be leased or mortgaged in whole or in part without the consent of the Governor.

R. H. DOIG,  
Clerk of the Council.

Land Act, 1933-1950.

#### ORDER IN COUNCIL.

Corres. No. 858/94.

WHEREAS by section 33 of the Land Act, 1933-1950, it is *inter alia* made lawful for the Governor by Order in Council to direct that any land reserved pursuant to the provisions of this Act shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and

limitations as the Governor shall deem necessary to ensure that the land is used for the purpose for which the land is reserved as aforesaid: And whereas it is deemed expedient that reserve No. 3378 should be granted in fee simple to the Beverley Race Club to be held in trust for the purpose of a Racecourse: Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall be granted in fee simple to the Beverley Race Club to be held in trust for the purpose of a Racecourse, subject to the condition that the land shall not be leased or mortgaged in whole or in part without the consent of the Governor.

R. H. DOIG,  
Clerk of the Council.

Land Act, 1933-1950.

#### ORDER IN COUNCIL.

Corres. No. 308/44.

WHEREAS by section 33 of the Land Act, 1933-1950, it is *inter alia* made lawful for the Governor by Order in Council to direct that any land reserved pursuant to the provisions of this Act shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and limitations as the Governor shall deem necessary to ensure that the land is used for the purpose for which the land is reserved as aforesaid; and whereas it is deemed expedient that reserve No. 23337 (Cockburn Sound Location 681) should, subject as aforesaid, be granted in fee simple to the State Electricity Commission to be held in trust for the purpose of South Fremantle Electricity Station: Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council doth hereby direct that the beforementioned reserve shall be granted in fee simple to the aforesaid State Electricity Commission to be held in trust for the purpose of South Fremantle Electricity Station, subject to the condition that the land shall not be leased or mortgaged in whole or in part without the consent of the Governor.

R. H. DOIG,  
Clerk of the Council.

The Forests Act, 1918.

#### ORDER IN COUNCIL.

Forests File 962/28, Lands File 29/44.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council dedicate any Crown lands as State Forests within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Governor with the advice and consent of Executive Council doth hereby dedicate Wellington Locations 2050 and 2090 and the adjoining area of vacant Crown land as additions to State Forest No. 24 within the meaning and for the purposes of the Forests Act, 1918. (Plan 410A/40, B2.)

R. H. DOIG,  
Clerk of the Council.

The Forests Act, 1918.

#### ORDER IN COUNCIL.

Forests File 127/33, Lands File 699/39.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council dedicate any Crown lands as State Forests within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Governor with the advice and consent of Executive Council doth hereby dedicate Murray Location 1050 as an addition to State Forest No. 14 within the meaning and for the purposes of the Forests Act, 1918. (Plan 380C/20, E3.)

R. H. DOIG,  
Clerk of the Council.

## Forests Act, 1918.

## ORDER IN COUNCIL.

Forests Corres. No. 218/51, Lands Corres. No. 149/19.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may, by an Order in Council, dedicate any Crown lands as State Forests, within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council doth hereby dedicate Murray Location 1220 and the balance of Wuraming Townsite as additions to State Forest No. 14 within the meaning and for the purposes of the Forests Act, 1918. (Plans Wuraming 380C/40, F4, 379D/40, A4.)

R. H. DOIG,  
Clerk of the Council.

## The Forests Act, 1918.

## ORDER IN COUNCIL.

Forests File 1007/50, Lands File 6825/21.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may by Order in Council dedicate any Crown lands as State Forests within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Governor with the advice and consent of the Executive Council doth hereby dedicate Nelson Locations 9146 and 9147 as additions to State Forest No. 39 within the meaning and for the purposes of the said Act. (Plan 442C/40, D4.)

R. H. DOIG,  
Clerk of the Council.

## Road Districts Act, 1919-1948.

Kununoppin-Trayning Road Board and Nungarin Road Board Adjustment of Accounts, etc.

## ORDER IN COUNCIL.

WHEREAS by an Order made under section 8 of the Road Districts Act, 1919-1948, and published in the *Government Gazette* of the 1st day of June, 1951, at page 1510, portion of the Kununoppin-Trayning Road District as described in the Schedule annexed to the said Order was severed from that district and annexed to the Nungarin Road District; and whereas it is necessary that the assets and liabilities of the said road districts should be apportioned and allocated in respect of the portion so severed and annexed; and whereas it is provided by section 10 of the said Act that the Governor may adjust and finally determine all questions relating to any of the matters aforesaid: Now, therefore, for the purpose of apportioning and allocating the assets and liabilities of the said road districts and in exercise of the power conferred by the said section 10, His Excellency the Governor acting by and with the advice and consent of the Executive Council doth hereby order and declare as follows:—

(a) The Nungarin Road Board shall pay to the Kununoppin-Trayning Road Board the sums under-mentioned—

- (i) the sum of £45 to cover work carried out by the Kununoppin-Trayning Road Board on Creagh's Road;
- (ii) the sum of £61 14s. 10d. to cover the loss of loan rates by the Kununoppin-Trayning Road Board in respect of the land so severed and annexed.

(b) That in respect of loans raised by the Kununoppin-Trayning Road Board before the 1st July, 1951, loan rates shall be levied only upon that portion of the district now remaining therein and shall not be levied upon the area so transferred and annexed.

(c) That in respect of loans raised by the Nungarin Road Board before the 1st day of July, 1951, the land so severed and annexed shall become liable for loan rating by the Nungarin Road Board.

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

## Road Districts Act, 1919-1948.

Carnarvon Municipality and the Gascoyne-Minilya Road District.

Alteration of Common Boundary.

## ORDER IN COUNCIL.

P.W. 827/51.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, doth hereby 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.

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

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

## Road Districts Act, 1919-1948.

Albany Road Board and Albany Municipal Council—Adjustment of Accounts, etc.

## ORDER IN COUNCIL.

P.W.D. 511/50.

WHEREAS by an Order in Council made under section 8 of the Road Districts Act, 1919-1948, and published in the *Government Gazette* of the 27th day of April, 1951, at page 1125, portion of the Albany Road District, as described in the Schedule annexed to the said Order was severed from the Albany Road District and annexed to the Albany Municipal District; and whereas it is necessary that the assets and liabilities of the said Albany Road District should be apportioned and allocated in respect of the portion so severed and annexed; and whereas it is provided by section 10 of the said Act that the Governor may adjust and finally determine all questions relating to any of the matters aforesaid: Now, therefore, for the purpose of apportioning and allocating the assets and liabilities of the Albany Road District and in exercise of the power conferred by the said section 10, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, doth hereby order that the assets specified in Schedule I hereto shall be transferred from the Albany Road Board to the Municipality of Albany, and doth further order that (a) loan rates in respect of the loans raised by the Albany Road Board before the 1st day of July, 1951, shall be levied only upon the portion of the district which still remains therein and shall not apply to that portion of the district which was transferred to the Albany Municipal District on the 1st day of July, 1951, and (b) that in respect of loans raised by the Municipality of Albany before the 1st day of July, 1951, the land transferred from the Albany Road District on that date shall be exempt from loan rating.

## Schedule I.

Assets to be Transferred from the Albany Road Board to the Municipality of Albany.

(1) Rates—Road and Loan — £302 3s. 11d.; health, £7 6s. 8d.; vermin rates, £21 12s. 4d.; total, £331 2s. 11d.

(2) Bank Balance—The sum of £132 17s. of the balance held at the Rural and Industries Bank at the close of business on the 30th June, 1951, representing license fees collected in June, 1951, in respect of persons at that time residing in the

Albany Road District, but whose land was transferred to the Albany Municipal District on the 1st day of July, 1951, the license fees paid being in respect of the year ending 30th June, 1952.

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

Municipal Corporations Act, 1906-1947.

Municipality of Bunbury.

ORDER IN COUNCIL.

P.W. 40/51.

WHEREAS under the provisions of section 381 of the Municipal Corporations Act, 1906-1947, a Council may, with the consent of the Governor, make a valuation of all rateable land within the district on the unimproved value; and whereas the Municipality of Bunbury desires to make such a valuation within its district: Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council doth hereby consent to the Council of the Municipality of Bunbury making a valuation on the unimproved value on all rateable land within its district.

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

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

ORDER IN COUNCIL.

M.W.S. 853/51.

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

Metropolitan Water Supply Improvements  
Bayswater Road District.

Proposed 12in. diameter feeder main, commencing at the junction of Garratt Road and Williamson Street and proceeding thence in a North-Easterly direction along Williamson Street to Leake Street, thence in a North-Westerly direction along Leake Street to Guildford Road, thence in a North-Easterly direction along Guildford Road to Pearson Street, a distance of approximately 127 chains, together with valves, specials (hydrants) and all necessary apparatus as indicated in red on Plan M.W.S.S. and D.D., W.A., No. 7637.

This Order in Council shall take effect from the 21st day of November, 1951.

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

Water Boards Act, 1904-1949.

Three Springs Water Board.

ORDER IN COUNCIL.

P.W.S. 88/51.

WHEREAS by the Water Boards Act, 1904-1949, it is provided that before undertaking the construction of works in the Water Area, the Minister shall submit plans, descriptions, books of reference, and estimates of the proposed works to the Governor for approval; and if they are approved the Governor may forthwith, make an order empowering the Water Board to undertake the construction of the works: Now, therefore, His Excellency the Governor, with the advice of the Executive Council hereby approves of the Three Springs Water Board Plan TSW1, descriptions, books of

reference and estimates for the construction of water works within the Three Springs Water Area, which were duly submitted for approval, and hereby empowers the Three Springs Water Board to undertake the construction of the said works.

R. H. DOIG,  
Clerk of the Council.

EX OFFICIO JUSTICE OF THE PEACE.

Premier's Department,  
Perth, 28th November, 1951.

IT is hereby notified for public information that Oscar Edward Waldemore Bruns, Esquire, of Wongong, Chairman of the Armadale-Kelmscott Road Board, has been appointed under section 9 of the Justices Act, 1902-1948, as a Justice of the Peace for the Perth and Fremantle Magisterial Districts during his term of office as Chairman of the Board.

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

THE AUDIT ACT, 1904.

The Treasury,  
Perth, 23rd November, 1951.

THE following appointment has been approved:—

Certifying Officer.

T.42/45.—Mr. T. A. Duke, for the Registrar General's Office from 13/11/51. The authority of Mr. H. E. Wooltorton is cancelled.

A. J. REID,  
Under Treasurer.

Public Service Commissioner's Office,  
Perth, 28th November, 1951.

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

Ex. Co. 2205, P.S.C. 515/51—K. W. Sheedy, Clerk, Solicitor General's Office, Crown Law Department, to be Clerk, Police Court, Class C-II-1, as from 21st November, 1951.

Ex. Co. 1788, P.S.C. 431/51—J. C. Meachem, Assistant Divisional Forest Officer, Forests Department, to be Divisional Forest Officer, Grade 2, Class P-II-8/9, as from 26th September, 1951.

Ex. Co. 2205, P.S.C. 507/51—D. D. Scott, Clerk, Lands Accounts Section, Accounts Branch, Lands and Surveys Department, to be Clerk (Relieving), Accounts Branch, Class C-II-2, as from 21st November, 1951.

Also of the following appointments under section 23 of the Public Service Act:—

Ex. Co. 2205, P.S.C. 497/50—Donald Barry Collett to be Engineer, 2nd Class, Public Works Department, as from 4th December, 1950.

Ex. Co. 2205, P.S.C. 498/50—William Stephen Shelton to be Engineer, 2nd Class, Public Works Department, as from 4th December, 1950.

Ex. Co. 2205, P.S.C. 386/51—John Victor Kelsall to be Clerk, Valuations Section, Metropolitan Water Supply Department, as from 21st May, 1951.

Ex. Co. 2205, P.S.C. 41/50—Kenneth Proctor to be Veterinary Surgeon, Grade 2, Department of Agriculture, as from 12th February, 1951.

Ex. Co. 2205, P.S.C. 248/51—Phillip Patroni to be Clerk, State Batteries, Mines Department, as from 19th January, 1951.

Ex. Co. 2205, P.S.C. 304/51—Dorothy Elaine Hanson, to be Assistant, Norseman, Mines Department, as from 18th April, 1951.

Ex. Co. 2205, P.S.C. 351/51—Phyllis Marie Smith to be Visiting Nurse, Tuberculosis Branch, Medical and Health Department, as from 14th March, 1951.

Ex. Co. 2205, P.S.C. 318/51—Neville Norman Pringle to be Clerk, Crown Law Department, as from 3rd April, 1951.

Ex. Co. 2205, P.S.C. 385/51—Keith Scapin to be Clerk, Correspondence and Staff Section, Public Works Department, as from 26th May, 1951.

Ex. Co. 2205, P.S.C. 388/51—Murray Tondut to be Clerk, Expenditure Section, Accounts Branch, Metropolitan Water Supply Department, as from 28th April, 1951.

Ex. Co. 2205, P.S.C. 392/49—William Russell Bradshaw to be Clerk, Public Works Department, as from 16th November, 1949, and Clerk, State Housing Commission, as from 4th September, 1950.

Ex. Co. 2205, P.S.C. 483/51—Lionel Dawson White to be Adviser, Department of Agriculture, as from 1st February, 1951.

Ex. Co. 2205, P.S.C. 150/51—Donald Hogben to be Junior Technician, Wheat and Sheep Branch, Department of Agriculture, as from 27th February, 1951.

Also the acceptance of the following resignations:—

Ex. Co. 2205—D. J. Taylor, Clerk, Superannuation Board, Treasury Department, as from 23rd November, 1951; M. Craig, Typist, Education Department, as from 2nd November, 1951; C. P. Owens, Veterinary Surgeon, Grade 2, Department of Agriculture, as from 19th September, 1951; B. A. Williams, Typist, Superannuation Board, Treasury Department, as from 8th November, 1951.

S. A. TAYLOR,  
Public Service Commissioner.

#### VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
Education	District Superintendents of Education (a) (Two positions)	P-I.-3	Margin £825-£885	1951. 30th November.
Metropolitan Water Supply	Clerk (Titles Searches) (Item 1937)	C-II.-1	Margin £200-£230	1st December.
Do.	Clerk (Rates Adjustments) (Item 1943)	C-II.-1	Margin £200-£230	do.
Do.	Clerk (Consumers' Accounts) (Item 1954)	C-II.-1	Margin £200-£230	do.
Do.	Clerk (Sewerage Connections) (Item 1968)	C-II.-1	Margin £200-£230	do.
Do.	Assistant (Stores and Transport) (Item 1985)	G-II.-1	Margin £200-£230	do.
Public Health	Psychologist, Child Guidance Clinic (a)	P-II.-3/7 (F)	Margin £290-£525	do.
Chief Secretary's	Accountant (b) (Item 980)	C-II.-9	Margin £575-£625	do.
State Insurance Office	Clerk, Accounts Section	C-II.-1	Margin £200-£230	8th December.
Lands and Surveys	Clerk, Lands Accounts Section (Item 538)	C-II.-1	Margin £200-£230	do.
Chief Secretary's	Clerk, Registrar General's Office (Item 1036)	C-II.-2	Margin £250-£270	do.
Do.	Clerk, Records and Correspondence Section, Registrar General's Office	C-II.-2	Margin £250-£270	do.
Lands and Surveys	Superintendent, Land Settlement Branch (Item 663) (c)	G-II.-11	Margin £675-£725	do.
Agriculture	Biochemist, Animal Health and Nutrition Laboratories (a)	P-II.-3/7	Margin £290-£525	do.
Medical and Health	Social Worker, Child Guidance Clinic (a)	G-II.-3/4 (F)	Margin £290-£350	15th December.
Mines	State Mining Engineer, Chief Inspector of Mines and Machinery (a)	P.S. 1650	£1650	29th December.

(a) Applications are called under section 24 of the Public Service Act.

(b) The successful applicant will be required to act in the position until the 2nd December, 1952, before his appointment is confirmed. The possession of an Accountancy qualification by examination will be regarded as an important factor when judging relative efficiency under section 34.

(c) Applicants should have a sound knowledge of practical agriculture under Western Australian conditions, including land use and rural economics. The position requires previous experience in administration. The appointee will be responsible to the Chairman of the Land Settlement Board for the control of the Field Staff and the organisation for the development and improvement of Crown Lands and repurchased estates.

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.

Crown Law Department,  
Perth, 29th November, 1951.

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

Beverley Elliott Trigwell, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Busseton, during the absence of Charles Francis Rumgay Bullock on annual leave.

Sergeant John Arthur Bennett Treloar, as Clerk of the Local Court, Clerk to Magistrates, Derby, and Clerk of the West Kimberley Court of Session vice Sergeant Preston Henry Strahan, transferred.

Constable John Leonard Weiland, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Goomalling, during the absence on annual leave of Constable F. J. Wass.

Constable Henry Bernard Olsson, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Corrigin, during the absence on annual leave of Constable Roy Minnett.

Constable Peter James McManus, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Northampton, during the absence on annual leave of Constable V. R. Thurstun.

Constable Donald William Gilmour Thompson, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Mingenew, during the absence on annual leave of Constable G. A. E. J. Rowe.

Robert William Jennings, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, York, during the absence on annual leave of A. Thomas.



HIS Excellency the Governor in Executive Council, has approved, under the provisions of section 6 of the Electoral Act, 1907-1949, and section 34 of the Interpretation Act, 1918-1938, of the cancellation of the appointment of Francis Edward McCaw as Returning Officer for the South Fremantle Electoral District.

HIS Excellency the Governor in Executive Council, has approved, under the provisions of section 6 of the Electoral Act, 1907-1949, and section 34 of the Interpretation Act, 1918-1938, of the appointment of Daniel Rees as Returning Officer for the South Fremantle Electoral District.

THE Hon. Attorney General pursuant to section 7 of the Electoral Act, 1907-1949, and the authority delegated by the Governor thereunder, has approved of the appointment of Reveley Elliott Trigwell as substitute to discharge the duties of Electoral Registrar for the Collie District as from 16th November, 1951, during the absence of D. H. Hann, on annual leave.

THE Hon. Attorney General, has approved of the appointment of the undermentioned persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—Henry Arthur Bradshaw, Jarraahwood; Thomas Garfield Hammond, Yallingup and Christopher George Seymour, Dunsborough.

H. SHEAN,

Under Secretary for Law.

INDUSTRIAL ARBITRATION ACT, 1912-1950.

In the Court of Arbitration of Western Australia.  
In the matter of the Industrial Arbitration Act, 1912-1950, and in the matter of Part VII of the said Act—Basic Wage.

Female Basic Wage Declaration.

IN pursuance of the provisions of Part VII of the Industrial Arbitration Act, 1912-1950, the Court or Arbitration determines and declares the basic wage to be paid to adult female workers from and inclusive of the 1st day of December, 1951, subject to adjustment pursuant to the provisions of the said Act, shall be as follows:—

	Per Week.	
	£	s. d.
(1) Metropolitan Area, which for this purpose shall be taken to be that portion of the State comprised within a radius of fifteen (15) miles from the General Post Office, Perth	6	13 8
(2) Agricultural Areas, being the South-West Land Division of the State, except such portion thereof as is comprised within the Metropolitan Area, as defined herein	6	13 0
(3) Goldfields Areas and all other portions of the State, exclusive of the South-West Land Division	6	17 1
Contract of Employment.		
(4) Payment shall be pro rata where the term of employment is for less than one (1) week.		
Dated this 28th day of November, 1951.		
By the Court.		
[L.S.]	(Sgd.) L. W. JACKSON,	President.

To His Excellency, Lieutenant General Sir Charles Henry Gairdner, K.C.M.G., C.B., C.B.E., Governor in and over the State of Western Australia.

THE humble petition of the undersigned sheweth as follows:—

- (1) That your petitioners are a majority in number of the electors living in an area comprised within a circle having a radius of five miles from the post office at the "15 Mile" Wanneroo.
- (2) That there has been an increase in population in such area and such increase is likely to be permanent.

- (3) That a Gallon License is required within the area to meet the public requirements.
- (4) That the situation, namely portion of Swan Location 1514 and being lot 1 subject of Diagram 14349 and being the land comprised in Certificate of Title Volume 1131 Folio 405 is a suitable place for such License.
- Your petitioners therefore humbly pray that the Licensing Court may, pursuant to the powers in that behalf contained in the Licensing Act, 1911 (Consolidated) have authority to grant a new Gallon License within the Moore Licensing District for the premises already erected on the land hereinbefore mentioned.

And your petitioners will ever pray, etc.

No. on Petition, No. on Roll, Signature, Address.

1, 760, E. E. Chitty, 18 Mile, Wanneroo; 2, 110, E. Ashby, 18 Mile, Wanneroo; 3, Sup., F. Hume, c/o. Post Office, Wanneroo; 4, Sup., D. D. Hume, c/o. P.O., Wanneroo; 5, Sup., L. Villanova, c/o. P.O. Wanneroo; 6, 667, L. Caporn, Wanneroo; 7, 666, D. Caporn, Wanneroo; 8, Sup., C. Sinagra, c/o. P.O., Wanneroo; 9, 3998, S. Sinagra, Wanneroo; 10, Sup., N. F. Abbott, Wanneroo; 11, Sup., I. N. Abbott, Wanneroo; 12, 4807, R. Wilson, Wanneroo; 13, 4556, L. Villanova, Wanneroo; 14, 152, C. V. Backshall, 13 Mile, Wanneroo; 15, 1017, S. Crisafulli, 14 Mile; 16, 3994, J. Sinagra, 16 Mile, Wanneroo; 17, 5481, G. Muni, 15 Mile, Wanneroo; 18, 3160, B. Muni, 15 Mile, Wanneroo; 19, 3159, S. C. Elias, 15 Mile, Wanneroo; 20, 2327, D. Kapitanaki, 14 Mile, Wanneroo; 21, 2328, K. G. Kapitani, 14 Mile, Wanneroo; 22, 1446, P. Foronola, 14 Mile Wanneroo; 23, Sup., D. Verteramo, 14 Mile, Wanneroo; 24, 224, A. Ballato, 14 Mile, Wanneroo; 25, 225, C. Ballato, 14 Mile, Wanneroo; 26, 640, P. Calabrese, 13 Mile, Wanneroo; 27, 2782, M. Mangano, 13 Mile, Wanneroo; 28, 3410, E. Crossall, 13 Mile, Wanneroo; 29, 150, A. R. Backshall, 13 Mile, Wanneroo; 30, 3406, A. Pearsall, 13 Mile, Wanneroo; 31, 3408, C. F. Pearsall, 13 Mile, Wanneroo; 32, 3413, M. E. Pragnell, 13 Mile, Wanneroo; 33, 4311, G. Genardi, 15 Mile, Wanneroo; 34, 4312, L. Tenardi, 15 Mile, Wanneroo; 35, 109, C. A. Ashby, 18 Mile, Wanneroo; 36, 113, M. E. Ashby, 18 Mile, Wanneroo; 37, 2099, R. W. Forbes, 13 Mile, Wanneroo; 38, 4555, A. Villanova, 13 Mile, Wanneroo; 39, 4557, R. Villanova, 13 Mile, Wanneroo; 40, 1032, T. Cummins, 13 Mile, Wanneroo; 41, 2525, C. La Manousa, 13 Mile, Wanneroo; 42, 2424, A. La Manousa, 13 Mile, Wanneroo; 43, 269, C. Barnard, 17 Mile, Wanneroo; 44, 1469, C. Darch, 12 Mile, Wanneroo; 45, 1579, D. Forbes, 13 Mile, Wanneroo; 46, 2494, G. N. Kristianson, 18 Mile, Wanneroo; 47, Sup., J. C. Marston, 15 Mile, Wanneroo; 48, 858, R. C. Cockman, 18 Mile, Wanneroo; 49, 846, E. O. Cockman, Shaw Road; 50, 9790, B. B. Wilson, Wanneroo; 51, 273, A. Barone, 15½ Mile, Wanneroo; 52, 274, O. Barone, 15½ Mile, Wanneroo; 53, 2359, S. J. Kelly, 15 Mile, Wanneroo; 54, 131, R. Ariti, 15 Mile, Wanneroo; 55, 130, G. Ariti, 15 Mile, Wanneroo; 56, 1016, R. Crisafulli, 14 Mile, Wanneroo; 57, 1013, J. M. Crisafulli, 14 Mile, Wanneroo; 58, 4568, A. Vitale, 14 Mile, Wanneroo; 59, 4568, B. Vitale, 14 Mile, Wanneroo; 60, 3304, E. M. Ostle, 14 Mile, Wanneroo; 61, 1310, D. Duffy, 14 Mile, Wanneroo; 62, 4546, G. Verteramo, 15 Mile, Wanneroo; 63, 4547, M. G. Verteramo, 15 Mile, Wanneroo; 64, Sup., M. A. Forbes, 13 Mile, Wanneroo; 65, 1683, G. Germano, 13 Mile, Wanneroo; 66, 1684, G. Germano, 13 Mile, Wanneroo; 67, 1649, M. A. Gallicco, 13 Mile, Wanneroo; 68, 1648, A. Galluccio, 13 Mile, Wanneroo; 69, 1650, V. Galluccio, 13 Mile, Wanneroo; 70, 559, L. Bruno, 13 Mile, Wanneroo; 71, 847, J. Cockman, 13 Mile, Wanneroo; 72, J. V. Bilusich, 13 Mile, Wanneroo; 73, 154, R. V. Backshall, 13 Mile, Wanneroo; 74, 2931, R. Morrella, 13 Mile, Wanneroo; 75, 2930, M. Mozzella, 13 Mile, Wanneroo; 76, 1308, C. Duffy, 12½ Mile, Wanneroo; 77, 2583, E. M. Lawrence, 13 Mile, Wanneroo; 78, 1314, J. H. Duffy, 12½ Mile, Wanneroo; 79, 912, C. Conti, 12 Mile, Wanneroo; 80, 911, B. R. Conti, 12 Mile, Wanneroo; 81, 1471, D. M. Darch, 12½ Mile, Wanneroo; 82, 1063, P. Darch, 12½ Mile, Wanneroo; 83, 1054, C. E. Darch, 12½ Mile, Wanneroo; 84, 1059, I. M. Darch, 12½ Mile, Wanneroo; 85, 1045, R. Darch, 12 Mile, Wanneroo; 86, 1316, L. M. Duffy, 12½ Mile, Wanneroo; 87, 1313, F. W. Duffy, 12½ Mile, Wanneroo; 88, Sup., V. Ariti, 15 Mile, Wanneroo; 89, Sup., R. C. Mopali, 12 Mile, Wanneroo; 90, 155, W. Backshall, 13 Mile, Wan-



neroo; 91, 3305, T. S. Ostle, 14 Mile, Wanneroo; 92, 151, A. V. Backshall, 13 Mile, Wanneroo; 93, 859, R. R. Cockman, P.O., Wanneroo; 94, 2074, P. Henley, Pinjar Road; 95, Sup., V. H. Henley, Pinjar Road; 96, 3523, A. F. Pope, 13 Mile, Wanneroo; 97, 1031, L. Cummins, 13 Mile, Wanneroo; 98, 1317, N. Duffy, 13 Mile, Wanneroo; 99, 776, A. Chokolich, 12 Mile, Wanneroo; 100, 777, P. Chokolich, 12 Mile, Wanneroo; 101, 1667, E. Gova, 12 Mile, Wanneroo; 102, 1643, G. Gova, 12 Mile, Wanneroo; 103, 524, E. J. Brooker, 12 Mile, Wanneroo; 104, 3144, M. Mowatt, Wanneroo; 105, 2709, W. A. Lockwood, 10 Mile, Wanneroo; 106, 3539, A. Pratt, 10 Mile, Wanneroo; 107, 3540, C. Pratt, 10 Mile, Wanneroo; 108, 2708, S. Lockwood, 10 Mile, Wanneroo; 109, 951, T. J. Coonan, 10 Mile, Wanneroo; 110, 952, W. A. Coonan, 10 Mile, Wanneroo; 111, Sup., J. M. Grove, 10 Mile, Wanneroo; 112, Sup., S. Grove, 10 Mile, Wanneroo; 113, Sup., W. Prinabin, 10 Mile, Wanneroo; 114, Sup., E. R. Martin, 10 Mile, Wanneroo; 115, Sup., J. Hastings, 13 Mile, Wanneroo; 116, 3528, C. Portoro, East Wanneroo; 117, 3527, A. Portoro, East Wanneroo; 118, 2589, C. A. Leach, East Wanneroo; 119, 912, C. Conti, East Wanneroo; 120, 914, M. Conti, East Wanneroo; 121, 1444, A. Faranda, East Wanneroo; 122, 1445, M. Faranda, East Wanneroo; 123, 1269, M. Conti, East Wanneroo; 124, 1268, L. Conti, East Wanneroo; 125, 3509, V. Pizzini, East Wanneroo; 126, Sup., V. Androich, East Wanneroo; 127, Sup., A. V. Pizzino, East Wanneroo; 128, 4816, M. Pizzino, East Wanneroo; 129, 3145, W. J. Mowatt, Napier Rd; 130, Sup., W. Trichet, East Wanneroo; 131, 4573, A. Voznolos, 18 Mile, Pinjar Rd.; 132, 845, C. M. Cockman, 18 Mile, Wanneroo; 133, 854, M. J. D. Cockman, 18 Mile, Wanneroo; 134, 6907, E. L. Cockman, 18 Mile, Wanneroo; 135, 1699, C. A. Gibbs, 18 Mile, Wanneroo; 136, 1708, F. Gibbs, 18 Mile, Wanneroo; 138, 40, P. Andersen, 16 Mile, Wanneroo; 139, 39, A. J. Andersen, 16 Mile, Wanneroo; 140, 3446, C. Perry, 16 Mile, Wanneroo; 141, 7231, J. Neville, 16 Mile, Wanneroo; 142, 7229, D. Neville, 16 Mile, Wanneroo; 143, 7230, E. O. Neville, 16 Mile, Wanneroo; 144, Sup., F. E. Wilson, Wanneroo; 145, 1014, L. Crisafulli, Wanneroo; 146, 1012, G. Crisafulli, Wanneroo; 147, 463, H. Bowden, Wanneroo; 148, 467, A. Bowden, Wanneroo; 149, 3811, E. Rocca, Wanneroo; 150, 3812, L. Rocca, Wanneroo; 151, 2517, N. C. LaBiana, 16 Mile, Wanneroo; 152, 2516, G. LaBiana, 16 Mile, Wanneroo; 153, Sup., E. Kruger, Caporn Rd.; 154, Sup., R. Kruger, Caporn Rd.; 155, 4411, M. Townsend, Caporn Rd.; 156, 4409, I. M. Townsend, Caporn Rd.; 157, 2515, A. LaBiana, 15 Mile, Wanneroo; 158, 1722, M. Giglia, 15 Mile, Wanneroo; 159, 1723, M. Giglia, 15 Mile, Wanneroo; 160, 2495, S. D. Kristiansen, 14 Mile, Wanneroo; 161, 752, A. J. Chitty, 18 Mile, Wanneroo; 162, 3411, M. Pearsall, 13 Mile, Wanneroo; 163, 3412, R. Pearsall, 13 Mile, Wanneroo; 164, 3409, C. L. Pearsall, 13 Mile, Wanneroo; 165, 1313, H. Duffy, 12 Mile, Wanneroo; 166, Sup., K. D. Nash, Gnarara Rd.; 167, 1309, D. E. Duffy, 12 Mile, Wanneroo; 168, Sup., A. D. Hunt, 10 Mile, Wanneroo; 169, Sup., R. Pentham, 10 Mile, Wanneroo; 170, 1311, E. B. Duffy, 10 Mile, Wanneroo; 171, 1318, W. E. Duffy, 10 Mile, Wanneroo; 172, 1597, R. T. Fowler, 10 Mile, Wanneroo; 173, 1596, E. M. Fowler, 10 Mile, Wanneroo; 174, 4147, J. T. Steele, 10½ Mile, Wanneroo; 175, 1149, A. M. Steele, 10½ Mile, Wanneroo; 176, 2212, B. L. Ingram, 10 Mile, Wanneroo; 177, Sup., D. J. Liger, 10 Mile, Wanneroo; 178, 3306, V. J. Ostle, 14 Mile, Wanneroo; 179, Sup., D. B. Leach, East Wanneroo; 180, 3999, V. Sinagra, 16 Mile, Wanneroo; 181, Sup., J. Sinagra, 16 Mile, Wanneroo; 182, 3996, M. Sinagra, 16 Mile, Wanneroo; 183, 2719, R. A. Hastings, 15 Mile, Wanneroo; 184, 5634, R. A. Spiers, 15 Mile, Wanneroo; 185, 3298, A. F. Kerr, 15 Mile, Wanneroo; 186, 2720, W. Hastings, 15 Mile, Wanneroo; 187, 2021, H. Hastings, Wanneroo.

Witness to Signatures 1 to 5, L. Caporn; 6 and 7, E. Ashby; 8 to 12, 14, 17 and 18, 50, 54 and 55, 98, 115 to 128, 130 and 131, 144 to 159, 162, 164 to 179, A. Villanova; 13, 19 to 34, 37 to 42, 46 to 49, 51 to 53, 56 to 95, 97, 99 to 114, 132 to 143, 160 and 161, and 183 to 187, R. Wilson; 15, J. Sinagra; 16, S. Crisafulli; 35 and 36, S. Sinagra; 43, L. Villanova; 44 and 45, D. Hume; 96, H. Hastings; 180 to 182, S. Sinagra.

TO His Excellency Lieutenant-General Sir Charles Henry Gairdner, K.C.M.G., C.B.E., Governor of the State of Western Australia.

THE Humble Petition of the undersigned sheweth as follows:—

1. That your Petitioners are a majority in number of the electors living in an area comprised within a circle having a radius of Five (5) miles from the Post Office at the "15 Mile" Wanneroo

2. That there has been increase in population in such area and such increase is likely to be permanent.

3. That a Gallon License is required within that area to meet the public requirements.

4. That the store of Beniamino Togno of Wanneroo aforesaid, Storekeeper, situated immediately opposite the above-mentioned Post Office at the "15 Mile" Wanneroo aforesaid is a suitable place for such a License.

YOUR Petitioners therefore humbly pray that the Licensing Court may pursuant to its powers in that behalf contained in the Licensing Act, 1911-1949 have authority to grant a new Gallon License within the Moore Licensing District for the said premises.

And Your Petitioners will ever pray, etc.

No. on Petition, No. on Roll, Signature, Address.

1, 2597, W. M. Leach, East Wanneroo; 2, 2588, C. Leach, East Wanneroo; 3, 2589, C. A. Leach, East Wanneroo; 4, 525, E. Brookes, 11 Mile Wanneroo; 5, 3339, A. Parin, 15 Mile Wanneroo; 6, 2517, N. C. La Bianca, 16 Mile Wanneroo; 7, 2516, G. La Bianca, 16 Mile Wanneroo; 8, 2515, A. La Bianca, 16 Mile Wanneroo; 9, 3445, M. Perry, 16 Mile Wanneroo; 10, 3447, H. F. W. Perry, 16 Mile Wanneroo; 11, 3446, C. Perry, 16 Mile Wanneroo; 12, 760, E. E. Chitty, 18 Mile Wanneroo; 13, 752, A. J. Chitty, 18 Mile Wanneroo; 14, 1708, F. Gibbs, 18 Mile Wanneroo; 15, 2708, J. Lockwood, 10 Mile Wanneroo; 16, 3539, A. Pratt, 10 Mile Wanneroo; 17, 2709, W. A. Lockwood, 10 Mile Wanneroo; 18, 4409, I. M. Townsend, 19 Mile Wanneroo; 19, 3999, V. Sinagra, 16 Mile Wanneroo; 20, 3996, M. Sinagra, 16 Mile Wanneroo; 21, 3995, J. Sinagra, 16 Mile Wanneroo; 22, 39, A. Andersen, 16 Mile Wanneroo; 23, 40, P. Andersen, 16 Mile Wanneroo; 24, 109, C. A. Ashby, 15 Mile Wanneroo; 25, 111, E. Ashby, 18 Mile Wanneroo; 26, 113, M. E. Ashby, 18 Mile Wanneroo; 27, 1684, G. Germano, 13 Mile Wanneroo; 28, 1683, Giuseppe Germano, 13 Mile Wanneroo; 29, 1650, V. Galluccio, 13 Mile Wanneroo; 30, 1649, Rosa Galluccio, 13 Mile Wanneroo; 31, 1648, A. Galluccio, 13 Mile Wanneroo; 32, 559, Luigi Bruno, 13 Mile Wanneroo; 33, 4382, Maria Togno, 15 Mile Wanneroo; 34, 2074, P. Henley, 20 Mile Wanneroo; 35, 1065, R. Darch, 13 Mile Wanneroo; 36, 1312, W. Duffy, 12½ Mile Wanneroo; 37, 1059, I. M. Darch, 12½ Mile Wanneroo; 38, 1317, N. Duffy, 12½ Mile Wanneroo; 39, 3343, Peter Parin, 10 Mile Wanneroo; 40, 3342, Mary Parin, 10 Mile Wanneroo; 41, 3341, Rocko Parin, 10 Mile Wanneroo; 42, 3495, H. A. Pike, 10 Mile Wanneroo; 43, 3494, E. A. Pike, 10 Mile Wanneroo; 44, 1597, R. T. Fowler, 10 Mile Wanneroo; 45, 1311, E. B. Duffy, 10 Mile Wanneroo; 46, 1318, W. E. Duffy, 10 Mile Wanneroo; 47, 2212, B. L. Ingram, 10 Mile Wanneroo; 48, 1063, P. Darch, 13 Mile Wanneroo; 49, 916, Conti Rosa, 12 Mile Wanneroo; 50, 3107, Mary Mondello, 10 Mile Wanneroo; 51, 3108, Santo Mondello, 10 Mile Wanneroo; 52, 1666, Gava Emilio Lorenzo, 14 Mile Wanneroo; 53, 1667, Gava Giovanni, 12 Mile Wanneroo; 54, 1309, Dora Eileen Duffy, 12 Mile Wanneroo; 55, 1313, Harry Duffy, 12 Mile Wanneroo; 56, 776, Ante Chokolich, 12 Mile Wanneroo; 57, 777, Chokolich Perina, 12 Mile Wanneroo; 58, 2931, Mazzella Raffaele, 13 Mile Wanneroo; 59, 2930, Mazzella Melanina, 13 Mile Wanneroo; 60, 1307, B. J. Duffy, 12½ Mile Wanneroo; 61, 1308, C. E. Duffy, 12½ Mile Wanneroo; 62, 1314, J. H. Duffy, 12½ Mile Wanneroo; 63, 2583, E. M. Lawrence, 12½ Mile Wanneroo; 64, 1054, C. E. Darch, 12½ Mile Wanneroo; 65, 640, P. Calabrese, 13 Mile Wanneroo; 66, 2782, A. Mangano, 12 Mile Wanneroo; 67, 151, A. V. Backshall, 13 Mile Wanneroo; 68, 152, C. V. Backshall, 13 Mile Wanneroo; 69, 155, W. Backshall, 13 Mile Wanneroo; 70, 1310, D. Duffy, 13 Mile Wanneroo; 71, 1031, L. Cummins, 13 Mile Wanneroo; 72, 1032, T. Cummins, 13 Mile Wanneroo; 73, 4546, G. Verteramo, 14 Mile Wanneroo; 74, 4547, C. Verteramo, 14 Mile Wanneroo; 75, 1017, S. Crisafulli, 14 Mile Wanneroo; 76, 1016, R. Crisafulli, 14 Mile Wanneroo; 77, 1014, L. Crisafulli, 15 Mile Wanneroo; 78, 1012, E. Crisafulli, 15 Mile Wanneroo; 79, 224, A. Ballato, 14 Mile Wanneroo; 80, 225, Carmela Ballato, 14 Mile Wanneroo; 81, 2395, Alf A. Kerr, 15 Mile Wanneroo; 82, 4115, R. H. Spiers, Central Avenue, Wanneroo; 83, 1930, E. J. Handcock, 15 Mile Wanneroo; 84, 1931, M. C. Handcock, 15 Mile Wanneroo; 85, 2361, W. H. Kelly, 15 Mile Wanneroo; 86, 2359, Sarah J. Kelly, 15 Mile Wanneroo; 87, 2022, R. A. Hastings, 15 Mile Wanneroo; 88, 1011, Crisafulli Antonino, 14 Mile Wanneroo; 89, 1015, Crisafulli Maria, 16 Mile Wanneroo; 90, 1013, John Michael Crisafulli,

16 Mile Wanneroo : 91, 4569, Vitale Basilio, 14 Mile Wanneroo : 92, 4568, Vitale Angela, 14 Mile Wanneroo : 93, 3523, A. F. Pope, Wanneroo : 94, 2021, H. Hastings, Wanneroo : 95, 387, N. Bilusich, Cockman Avenue, Wanneroo : 96, 912, Carmelo Conti, 14 Mile Wanneroo : 97, 273, Antonio Barone, Wanneroo : 98, 274, Orsolina Barone, 15 Mile Wanneroo : 99, 1699, Charles Aubrey Gibbs, 17 Mile Wanneroo : 100, 566, T. W. Buck, Wanneroo : 101, 794, J. J. Christoff, 19 Mile Wanneroo : 102, 792, C. Christoff, 19 Mile Wanneroo : 103, 795, M. Christoff, 19 Mile Wanneroo : 104, 793, D. Christoff, 19 Mile Wanneroo : 105, 4575, T. Vosnacos, 18 Mile Wanneroo : 106, 4574, A. Vosnacos, 18 Mile Wanneroo : 107, 4266, T. Tapping, 18 Mile Wanneroo : 108, 4265, M. Tapping, 18 Mile Wanneroo : 109, 3811, Ernesto Rocca, 17 Mile Wanneroo : 110, 3812, Luigia Rocca, 17 Mile Wanneroo : 111, 667, L. Caporn, 19 Mile Wanneroo : 112, 666, D. Caporn, 19 Mile Wanneroo : 113, 4411, W. Townsend, 19 Mile Wanneroo : 114, 4152, Nell Steele, Wanneroo : 115, 4147, J. T. Steele, 10 Wanneroo : 116, 4149, A. M. Steele, 10 Wanneroo : 117, 1723, Mrs. M. Giglia, 13 Mile Wanneroo : 118, 1722, Mich Giglia, 15½ Mile Wanneroo : 119, 4457, W. Trichet, East Wanneroo : 120, 3410, E. Pearsall, South Wanneroo : 121, 1446, Paolo Faranda, 14 Mile Wanneroo : 122, 150, Albert Roy Backshall, 13 Mile Wanneroo : 123, 3406, A. Pearsall, 13 Mile Wanneroo : 124, 269, C. Barnard, 17 Mile Wanneroo : 125, 524, J. Brookier, Mile Wanneroo : 126, 3527, A. Portaro, East Wanneroo : 127, 3528, C. Portaro, East Wanneroo : 128, 1596, M. Fowler, 10 Mile Wanneroo : 129, 4959, N. Zivkovich, 10 Mile Wanneroo : 130, 4311, G. Tenardi, 15 Mile Wanneroo : 131, 4312, L. Tenardi, 15 Mile Wanneroo : 132, 3340, E. Parin, 15 Mile Wanneroo : 133, 2590, D. B. Leach, East Wanneroo : 134, 2594, K. Leach, East Wanneroo : 135, 914, M. Conti, East Wanneroo : 136, 1445, M. Faranda, 14 Mile East Wanneroo : 137, 1444, A. A. S. Faranda, 14 Mile East Wanneroo : 138, 913, J. Conti, 12½ Mile Wanneroo : 139, 1128, Thomas Delamare, Pinjar road Wanneroo : 140, 3408, Charles F. Pearsall, 13 Mile Wanneroo : 141, 3411, Marcel Pearsall, 13 Mile Wanneroo : 142, 3412, Rosa Pearsall, 13 Mile Wanneroo : 143, 3413, W. C. Pearsall, 13 Mile Wanneroo : 144, 3409, C. L. Pearsall, 13 Mile Wanneroo : 145, 951, T. J. Coonan, 10 Mile Wanneroo : 146, 950, W. A. Coonan, 10 Mile Wanneroo : 147, 3145, W. J. Mowatt, Napier road Wanneroo : 148, 3144, M. Mowatt, Napier road Wanneroo : 149, 102, Concetta Ariti, 15 Mile Wanneroo : 150, 3159, B. Muni, 15 Mile Wanneroo : 151, 1316, L. M. Duffy, 12½ Mile Wanneroo : 152, 4958, M. Zivkovich, 10 Mile Wanneroo.

Witnesses to Signatures :—Nos. 1-3, 33-4, 39-41, 123-6, 133-5—E. Parin ; Nos. 4-14—C. A. Gibbs ; No. 15—A. Pratt ; No. 16—W. A. Lockwood ; Nos. 17, 24-6, 42-3, 81-2, 88, 95, 97-104, 111-118, 127-132, 139-150, 152—E. J. Handcock ; No. 18—V. Sinagra ; No. 19-23—C. A. Ashby ; Nos. 27, 32—V. Galluccia ; Nos. 28-31—L. Bruno ; Nos. 35, 51-3, 63-4—W. Duffy ; Nos. 36-8, 151—E. Crisafulli ; Nos. 44-8—L. Crisafulli ; Nos. 49, 96—M. Mondello ; Nos. 50, 56-8, 75-8—F. Day ; Nos. 51-3—H. Duffy ; Nos. 54-5, 59-62—C. E. Darch ; Nos. 65-66, 71-4—S. Crisafulli ; Nos. 67-70—N. Duffy ; Nos. 79-80—M. Togno ; Nos. 83-84, W. H. Kelly ; Nos. 85-87—J. Crisafulli ; Nos. 89-93—H. Hastings ; No. 94—A. F. Pope ; Nos. 105-108—E. Rocca ; Nos. 109-110—L. Caporn ; No. 119—E. Pearsall ; No. 120—E. Gava ; Nos. 121-122, 136-138—A. Pearsall.

L. G. WOOD,  
Solicitor, 42 St. George's Terrace,  
Perth.

#### HEALTH ACT, 1911-1950.

##### Canning Road Board—Resolution.

P.H.D. 657/50, Ex. Co. No. 2198.

WHEREAS under the provisions of the Health Act, 1911-1950, the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made by a local authority under any of the provisions of the Act; and whereas a local authority may, of its own motion, by resolution adopt the whole, or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series "A" have been prepared in accordance with the said Act and published in the *Government Gazette* on the 4th day of December, 1944, and amended from time to time thereafter: Now, therefore, the Canning Road Board being a local health authority within the meaning of the Act, doth hereby resolve and determine that the amendment to the said Model By-laws published in the *Government Gazette* on the 17th day of August, 1951, shall be adopted without modification.

Passed at a meeting of the Canning Road Board this 24th day of September, 1951.

W. J. KEILMAN,  
Chairman.  
J. E. ELLIS,  
Secretary.

Approved by His Excellency the Governor in Executive Council 21st November, 1951.

R. H. DOIG,  
Clerk of the Council.

#### APPOINTMENTS.

Chief Secretary's Department,  
Perth, 23rd November, 1951.

HIS Excellency the Governor in Executive Council has been pleased to make the following appointments:—

C.S.D. 586/33.—Frank Valentine Bentley Hillman, C.F.A. (Aust.), as a Public Auditor for the purpose of the Friendly Societies Act, 1894-1948, and the Co-operative and Provident Societies.

C.S.D. 31/46.—K. M. McKenna as Acting Registrar of Friendly Societies for the period 13th November to the 27th November, 1951, during the absence of the Registrar of the Friendly Societies, W. V. Gray.

H. T. STITFOLD,  
Under Secretary.

#### PROMOTIONS.

HIS Excellency the Governor in Council has approved of the undermentioned promotions in the Western Australian Police Force to have effect as from the 17th September, 1951.

To be 1st Class Inspector of Police—2nd Class Inspector M. J. Corr.

To be 3rd Class Inspector of Police—1st Class Sergeant L. B. Culleton (No. 1507).

C. R. GOULD,  
Chief Inspector,  
for Commissioner of Police.  
22nd November, 1951.

#### 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:—

##### BEVERLEY.

4th December, 1951, at 3.30 p.m., at the Government Land Agency—

‡Beverley—Town 292, 1r. 0.1p., £30; Town 293, 1r. 0.1p., £30; Town 298, 1r. 5.7p., £30; Town 299, 1r. 5.7p., £30.

##### PORT HEDLAND.

5th December, 1951, at 11 a.m., at the Court House—  
‡Port Hedland—Town 207, 1r. 8p., £15.

##### WILUNA.

5th December, 1951, at 11 a.m., at the Office of the Mining Registrar—  
‡Wiluna—Town 7, 1r., £10.

##### DERBY.

7th December, 1951, at 11 a.m., at the Court House—  
‡Derby—Town 222, 2r., £15; Town 227, 2r., £15; Town 362, 2r., £10.

##### BUNBURY.

12th December, 1951, at 3.30 p.m., at the Court House—  
‡Boyanup—\*¶¶116, 27a. 1r. 2p., £50.  
‡Donnybrook—Town 211, 32p., £10; Town 340, 31.3p., £12.

##### BUSSELTON.

12th December, 1951, at 3 p.m., at the Court House—  
‡Margaret River—Town 73, 39.1p., £15; Town 74, 1r., £12.

## NORTHAM.

13th December, 1951, at 11.30 a.m., at the Court House—

‡Dalwallinu—Town ¶235, 19.1p., £125.  
‡Wyalkatchem—Town 211, 1r., £15.

## PERTH.

14th December, 1951, at 11 a.m., at Anzac House, St. George's Terrace—

‡Glen Forrest—\*¶333, 3a. 2r. 14p., £45; \*¶334, 3a., £35; \*¶335, 1a. 3r. 39.4p., £25; \*¶336, 1a. 3r. 32.5p., £30; \*¶337, 2a. 1r. 2p., £30; \*¶338, 2a. 0r. 7p., £35; \*¶340, 1a. 3r. 39.2p., £30.

‡Kalbarri (Murchison River)—Town 1, 39.3p., £65; Town 2 to 7, inc., 1r. each, £60 each; Town 8 and 17, 39.3p. each, £65 each; Town 18 to 23, inc., 1r. each, £60 each; Town 24, 39.3p., £70.

‡Perth (at Subiaco)—Town ¶542, 29.2p., £310.

‡Ranford—Town 35, 42, 43 and 50, 39.3p. each, £20 each; Town 36 to 41, inc., 1r. each, £15 each; Town 44 to 49, inc., 1r. each, £15 each.

‡Rockingham (Palm Beach)—Town 224, 1r. 5.9 pers., £300.

## WAGIN.

18th December, 1951, at 11 a.m., at the Government Land Agency—

‡Kukerin—\*¶136, 5a. 2r. 33p., £20.

## GERALDTON.

19th December, 1951, at 3.15 p.m., at the Rural and Industries Bank—

‡Coorow—Town 27, 1r., £20.

## MERREDIN.

19th December, 1951, at 10 a.m., at the Court House—

‡Muntadgin—\*¶59, 5a. 0r. 10p., £15.

## SOUTHERN CROSS.

19th December, 1951, at 3 p.m., at the Office of the Mining Registrar—

‡Bullfinch—Town 161, 1r., £50; Town 162, 1r., £40; Town 176, 1r., £50.

## BRUCE ROCK.

21st December, 1951, at 11 a.m. at the Rural and Industries Bank—

‡Bruce Rock—Town 237, 1r., £25.

## COOLGARDIE.

21st December, 1951, at 11 a.m., at the Office of the Mining Registrar—

‡Coolgardie—\*\*Town 1973, 1r. 20p., C.U.V., £12 10s.

\*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 examination of diagram.

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.

Davidson, B. V.; 338/4551; Allanson 52; £13 10s.; 8497/13.

Lyon, L. E.; 347/6878; Ninghan 1525; abandoned; 6605/50; 64/80.

Pratt, J.; 347/5561; Sussex 1530, 2724; abandoned; 5192/48; 440D/40.

H. E. SMITH,

Under Secretary for Lands.

## RESERVES.

Department of Lands and Surveys,  
Perth, 28th November, 1951.

HIS Excellency the Governor in Executive Council has been pleased to set apart as Public Reserves the lands described in the Schedule below for the purposes therein set forth.

5164/51.

WANNERU.—No. 23336 (Government Requirements—School Quarters), lot No. 88 (1r.). (Plan Wanneru.)

308/44.

COCKBURN SOUND (South Fremantle).—No. 23337 (South Fremantle Electricity Station), loc. No. 681 (3r.). (Plan Owen Anchorage.)

6209/51.

YILGARN.—No. 23338 (Water), loc. No. 1215 (1511a. 0r. 14p.). (Plan 67/80, D3.)

6208/51.

YILGARN.—No. 23339 (Water), loc. No. 1233 (1,151a. 1r. 38p.). (Plan 67/80, D4.)

3923/51.

MOUNT HELENA.—No. 23340 (Parking Area), lot No. 296 (about 30p.). (Plan Mount Helena.)

3250/51.

RAVENSTHORPE.—No. 23341 (Government Requirements—School Quarters), lot No. 8 (1r.). (Plan Ravensthorpe.)

3989/51.

NELSON (at Pemberton).—No. 23343 (Educational Purposes), loc. No. 12183 (about 1a.). (Plan 442C/40, E3.)

3397/51.

BURRACOPPIN.—No. 23344 (Railway Purposes), lot Nos. 32 and 33 (2r.). (Plan Burracoppin.)

5859/04.

WYNDHAM (10-Mile Flat).—No. 23345 (Native Cemetery), lot No. 801 (10a.). (Plan Wyndham Sheet 2.)

5745/51.

YALGOO.—No. 23346 (Railway Purposes), lot Nos. 128 and 130 (2r.). (Plan Yalgoo.)

6204/51.

NULLAGINE.—No. 23347 (Aid Post), lot No. 163 (1r.). (Plan Nullagine.)

6205/51.

NULLAGINE.—No. 23348 (Park), lot No. 167 (about 1a.). (Plan Nullagine.)

3573/50.

BENCUBBIN.—No. 23349 (Church Site—Congregational), lot No. 147 (1r.). (Plan Bencubbin.)

5655/51.

SWAN (Morley Park).—No. 23350 (Schoolsite), loc. No. 3750 (2r.). (Plan 1D/20, N.E.)

6111/51.

NANSON.—No. 23351 (Camping), formerly portion of reserve 395, lot No. 68 (about 2a.). (Plan Nanson.)

5615/51.

MOUNT MAGNET.—No. 23352 (Railway Purposes), lot Nos. 76 and 77 (2r.). (Plan Mount Magnet.)

2067/48.

WILLIAMS.—No. 23353 (Sanitary Site and Access), loc. No. 14932 (16a. 2r. 1p.). (Diagram 62306. Plan 379D/40, C4, 384A/40, C1.)

8388/19.

ALBANY.—No. 23354 (Government Requirements), lot Nos. 776 to 782 inclusive (1a. 2r. 1.3p.). (Plan Albany Sheet 4.)

3824/45.

NINGHAN (Lake Margaret).—No. 23356 (Sheep Dip), loc. No. 3890 (lr. 20.9p.). (Diagram 61800, Plan 56/80, F1.)

H. E. SMITH,  
Under Secretary for Lands.

#### CANCELLATION OF RESERVES.

9721 (Wyndham), 10345 (Wanneru), 11118 (Meelup), 14464 (Cuballing), 15341 (near Wogerlin Spring), 17468 (Wuraming), 19435 (Bencubbin), 19512 (near Quairading).

Department of Lands and Surveys,  
Perth, 28th November, 1951.

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

Corres. No. 5859/04.—Reserve No. 9721 (Cemetery for Aborigines). (Plan Wyndham Sheet 1.)

Corres. No. 11357/06, Vol. 2.—Reserve No. 10945 (Wanneru Lot 88)—Excepted from Sale. (Plan Wanneru.)

Corres. No. 5801/07.—Reserve No. 11118 (Gravel). (Plan 413A/40, B1.)

Corres. No. 10939/11.—Reserve No. 14464 (Rifle Range). (Plan 385A/40, C1.)

Corres. No. 6792/12.—Reserve No. 15341 (Avon Location 19737—Cemetery). (Plan 344/80, C1.)

Corres. No. 149/19.—Reserve No. 17468 (Wuraming Lots 7, 8, 17 and 18)—Public Utility. (Plan Wuraming.)

Corres. No. 1835/26.—Reserve No. 19435 (Bencubbin Lot 147)—(Tennis Courts). (Plan Bencubbin.)

Corres. No. 1443/27.—Reserve No. 19512 (Avon Location 25323)—(Schoolsite). (Plan 3C/40, E3.)

H. E. SMITH,  
Under Secretary for Lands.

#### CHANGE OF PURPOSE, ETC., OF RESERVES.

6775 (near Quairading), 11111 (Kojonup), 13102 (Farrer), 13968 (Kojonup), 21039 (South Kuminin).

Department of Lands and Surveys,  
Perth, 28th November, 1951.

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

Corres. No. 3894/99.—Of the purpose of reserve 6775 being changed from "Public Utility" to "Recreation," and of its boundaries being amended to include Avon Location 25323, and of its area being increased to 39 acres 1 rood 7 perches accordingly. (Plan 3C/40, E3.)

Corres. No. 6368/51.—Of the purpose of reserve No. 11111 (Kojonup Lot 125) being changed from "Rifle Club" to "Infant Health Centre." (Plan Kojonup.)

Corres. No. 13983/10.—Of the purpose of reserve No. 13102 being changed from "Townsite" to "Townsite and Recreation." (Plan 416D/40, B3.)

Corres. No. 7915/10.—Of the purpose of reserve No. 13968 (Kojonup Lot 130) being changed from "Camping" to "Rest Room" (Country Women's Association). (Plan Kojonup.)

Corres. No. 733/33.—Of the purpose of reserve No. 21039 (South Kuminin Lot 33) being changed from "Schoolsite" to "Railway Purposes." (Plan South Kuminin.)

H. E. SMITH,  
Under Secretary for Lands.

#### AMENDMENT OF RESERVES.

2751 (Mount Magnet), 6229 (Meelup), 12902, 15015 (near Koorda), 15879 (Albany), 18705, 19857 (Pemberton), 20802 (Cuballing), 21629 (Dunsborough), 21647 (Beaufort Inlet), 21675 (Drysdale River Mission), 22698 (Albany), 23326 (Bakers Hill).

Department of Lands and Surveys,  
Perth, 28th November, 1951.

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

Corres. No. 1212/94, Vol. 2.—Of the amendment of reserve No. 2751 (Public Utility) to exclude Mount Magnet Lot 76, and of its area being reduced to 1 rood accordingly. (Plan Mount Magnet.)

Corres. No. 10408/98.—Of the amendment of reserve No. 6229 (Water) to include the area bounded by lines commencing at its South-East corner and extending South about 5 chains to a surveyed road; thence Westerly to a South-West corner of former reserve No. 11118; thence North about 4 chains; thence East to the starting point, and of its area being increased to about 8 acres accordingly. (Plan 413A/40, B1.)

Corres. No. 644/09.—Of the amendment of reserve No. 12902 (Travellers and Stock) to include Victoria Location 2839, and of its area being increased to about 8,850 acres accordingly. (Plan 161/80, E4.)

Corres. No. 6446/13.—Of the amendment of reserve No. 15015 (Water) to exclude that portion now designated Ninghan Location 3890, and of its area being reduced to about 75 acres accordingly. (Plan 56/80, F1.)

Corres. No. 4486/14, Vol. 2.—Of the boundaries of reserve No. 15879 (Recreation) being amended to exclude that portion now designated Albany Lot 991, and of its area being reduced to about 150 acres accordingly. (Plan Albany Sheet 2.)

Corres. No. 1851/22.—Of reserve No. 18705 (National Park) being amended to include a five-chain strip abutting the North-East side of road No. 8004 and extending from the Northern to the Southern boundary of Nelson Location 4207. (Plan 442B/40, F2.)

Corres. No. 1629/28.—Of reserve No. 19857 (National Park and Recreation) being amended to exclude that portion now designated Nelson Location 12133. (Plan 442C/40, E3.)

Corres. No. 10989/11.—Of timber reserve No. 20802 (Williams Locations 4823 and 4809) being amended to comprise an area of 265 acres 2 roods 1 perch in lieu of about 139 acres. (Plan 385A/40, C1.)

Corres. No. 6233/98, Vol. 4.—Of the amendment of reserve No. 21629 (Recreation, Grazing, Camping and Timber) to exclude an area of about 3 acres bounded by lines starting at a South-East corner of Sussex Location 502 and extending South about 5 chains; thence West about 5 chains along the Northern side of a surveyed road; thence North to a Southern boundary of said Location 502 and East to the starting point. (Plan 413A/40, B1.)

Corres. No. 123/36.—Of the amendment of reserve No. 21647 (Camping) to include Kent Location 839, and of its area being increased to about 1,000 acres accordingly. (Plan 447/80, A2.)

Corres. No. 11745/06, Vol. 3.—Of the amendment of reserve No. 21675 to comprise the area of about 420,000 acres described in the Schedule hereto:—

#### Schedule.

All that portion of Doongan Land District bounded by lines starting at a point East of Survey Mark F.B.86 and situate on the left bank of the Drysdale River and extending generally Southerly upwards along that bank to its junction with an East-West line situate about 420 chains South of Survey Mark F.B.78; thence West along that line to the left bank of the King Edward River; thence generally South-Westerly upwards along that bank to its junction with a North-South line situate about 50 chains West of Survey Mark F.B.79; thence North to the right bank of Monger Creek; thence generally North-Easterly downwards along that bank to the shore of Napier Broome Bay; thence generally Northerly and Easterly along that shore to the left bank of the Drysdale River aforesaid and thence generally Southerly upwards along that bank to the starting point. Area—about 420,000 acres. (Plan 147/300.)

Corres. No. 1231/47.—Of reserve No. 22698 (Recreation, Business Areas and Public Utility) being amended to include Albany Lot 991, and of its area being increased to about 1,000 acres accordingly. (Plan Albany Sheet 2.)

Corres. No. 3533/07.—Of the amendment of reserve No. 23326 (Excepted from Sale) to exclude Bakers Hill Lot 229, and of its area being reduced to 2 roods 13.5 perches accordingly. (Plan Bakers Hill.)

H. E. SMITH,  
Under Secretary for Lands.

#### RESERVES NOS. 11118 AND 11316.

At Meelup.

Department of Lands and Surveys,  
Perth, 28th November, 1951.

Corres. No. 5801/07.

HIS Excellency the Governor in Executive Council has been pleased to revoke the Order in Council dated 17th July, 1934, whereby reserves Nos. 11118 and 11316 were vested in the Sussex Road Board in trust for the purpose of "Gravel".

H. E. SMITH,  
Under Secretary for Lands.

#### BUSH FIRES ACT, 1937-1950.

Appointment of Bush Fire Control Officers.

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

Corres. No. 977/41.

IT is hereby notified, for general information, that the following road boards have appointed the undermentioned Bush Fire Control Officers in their districts:—

Road Board and Control Officer.

Capel—G. Farley.

Dumbleyung—R. Gooding.

The following appointments are cancelled:—

Road Board and Control Officer.

Dumbleyung—R. H. Bairdow.

H. E. SMITH,  
Under Secretary for Lands.

#### BUSH FIRES ACT, 1937-1950.

Declaration of Approved Areas under  
Section 35A.

I, LINDSAY THORN, Minister for Lands, and the Minister of the Crown for the time being charged with the administration of the Bush Fires Act, 1937-1950, in pursuance of the powers conferred by section 35A of the said Act, do hereby declare the district of each of the local authorities specified in the schedule to this declaration to be an approved area for the purposes of sections 35A and 35B of the said Act.

#### Schedule.

Upper Chapman Road Board.

Geraldton Road Board.

Mullewa Road Board.

Dated at Perth this 16th day of November, 1951.

L. THORN,  
Minister for Lands.

#### BUSH FIRES ACT, 1937-1950.

Suspension of Prohibited Times.

Department of Lands and Surveys,  
Perth, 27th November, 1951.

Corres. 272/38.

IT is hereby notified, for general information, that the Hon. Minister for Lands has been pleased to suspend under the provisions of section 9 (3) of the above Act, the operation of all declarations prohibiting the burning of the bush so far as such

declarations extend to State Forests Timber Reserves and other land under the control of the Conservator of Forests, in the road districts and for the periods as shown in the Schedule hereunder.

H. E. SMITH,  
Under Secretary for Lands.

#### Schedule.

Zone No., Road District, Suspension Approved.

5; Swan, Wanneroo, Fremantle, Melville, Fremantle Municipality, South Perth, Perth Municipality, Canning and Perth; 15th December to 31st December, 1951.

#### CEMETERIES ACT, 1897-1946.

Bridgetown Public Cemetery.

Department of Lands and Surveys,  
Perth, 28th November, 1951.

Ex. Co. No. 2138.

HIS Excellency the Governor in Executive Council, acting under the provisions of the Cemeteries Act, 1897-1946, has been pleased to approve of the amendment by the Trustees of the Bridgetown Public Cemetery of the by-laws made by the said Trustees under the said Act published in the *Government Gazette* on the 23rd day of July, 1909, and amended by notices published in the *Government Gazette* on the 5th day of July, 1918, and the 2nd day of June, 1951, in the manner mentioned in the Schedule hereunder.

H. E. SMITH,  
Under Secretary for Lands.

#### Schedule.

The abovementioned by-laws are amended by deleting Schedule A, including amendments to date and inserting in lieu thereof a new Schedule A as follows:—

Scale of Fees and Charges Payable to the Trustees.  
Public Graves.

	£	s.	d.
(a) Single interment of adult in open ground selected by Trustees (including all charges) .....	4	15	0
(b) Single interment of child under 12 years in open ground selected by Trustees .....	3	7	6
(c) Single interment of stillborn child .....	2	5	0
Public grave selected by applicant, extra fee .....	1	5	0

#### Private Graves.

Special land selected by applicant in reserve, 8ft. x 4ft. ....	2	10	0
Special land selected by applicant in reserve, 8ft. x 8ft. ....	4	0	0
Special land selected by applicant in reserve, 8ft. x 12ft. ....	5	10	0
Special land selected by applicant outside reserve, extra .....	2	10	0
Sinking grave, 5ft. ....	3	5	0
Sinking grave for first additional foot .....	15	0	
Sinking grave for second additional foot .....	1	0	0
Sinking grave for third and each additional foot .....	1	5	0
Re-opening private vault or grave for each interment .....	1	10	0

#### Extra Charges.

Interment in public grave without due notice .....	10	0	
Interment in private grave without due notice .....	1	0	0
Interment not in usual hours .....	1	0	0

#### Stone fixing.

Permission to erect any iron railing, stone kerb or grave stone not exceeding 6ft. in height .....	10	0	
Monument or gravestone exceeding 6ft. in height .....	1	0	0

Approved by His Excellency the Governor in Executive Council 21st November, 1951.

R. H. DOIG,  
Clerk of the Council.

## CEMETERIES ACT. 1897-1946.

Appointment of Trustee.

Guildford Cemetery.

Department of Lands and Surveys,  
Perth, 28th November, 1951.

Corres. 3828/88, Vol. 2.

HIS Excellency the Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, John William Sydney Paulett as a Trustee to control and manage Guildford Cemetery, *vice* George Waddell, deceased.

H. E. SMITH,  
Under Secretary for Lands.

## ERRATUM NOTICE.

Corres. No. 3999/29.

IT is hereby notified for general information that the following amendments have been made in the schedules of "Re-appraisal of Town and Suburban Lots".

On page 3077 of the *Government Gazette* dated the 9th November, 1951.—Capel sub. 83 should read Capel 183.

On page 3142 of the *Government Gazette* dated the 16th November, 1951.—Re-appraised Capital Unimproved value £30 should read £35.

H. E. SMITH,  
Under Secretary for Lands.

## LAND ACT, 1933-1950.

Part V.—Divisions 1 and 4.

Special Settlement Lands.

Open, Wednesday, 12th December, 1951.

Department of Lands and Surveys,  
Perth, 13th November, 1951.

Corres. No. 3576/51.

IT is hereby notified, for general information, that the area of about 850 acres described in the Schedule hereto has been set apart for the purposes of Special Settlement, pursuant to the provisions of section 84 of the Land Act, 1933-1950.

Such land is available for selection under Part V (Divisions 1 and 4) of the said Act and the regulations thereunder, subject to survey, classification, pricing and to the special conditions enumerated hereunder.

Applications should be lodged at the Department of Lands and Surveys, Perth, on or before Wednesday, 12th December, 1951, accompanied by a deposit of £8 4s.

All applications received on or before that date will be treated as having been received on the closing day, and, in the event of more applications than one for this area, the application to be granted will be decided by the Land Board.

## Special Conditions.

(i) The maximum area of cultivable land available to one person shall be not more than 500 acres.

(ii) The lessee shall clear one-fifth of the cultivable land within three years of the granting of the lease, and two-fifths within five years, the clearing to be to a stage sufficient to establish pastures.

(iii) Nine-tenths of the area cleared is to be sown down to pastures with superphosphate within 15 months of clearing.

## Schedule.

The area of about 850 acres bounded by lines commencing at the North-East corner of Plantaganet Location 3888 and extending West to its North-West corner; thence North-Westerly along the side of a surveyed road to a point opposite the Southern boundary of location 4708; thence West to and along the Northern side of a surveyed road to the

South-East corner of said location 4708 and North along the Eastern boundary of that location to a North-East corner; thence South-Easterly along the South-West side of a surveyed road to a point opposite the Southernmost corner of location 4902; thence to and along the Easternmost boundary of said location 4902 to the Southern side of a surveyed road adjoining the Southern boundary of location 4748; thence East about 73 chains; thence South to the starting point. (Plan 451B/40, D.E. 1 and 2.)

H. E. SMITH,  
Under Secretary for Lands.

## LAND ACT, 1933-1950.

New Townsite—"Rocky Gully."

Department of Lands and Surveys,  
Perth, 28th November, 1951.

Corres. No. 1884/32.

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the above Act, of the land described in the Schedule hereto being classified as "Town and Suburban" and of such townsite being hereafter known and distinguished as "Rocky Gully."

## Schedule.

All that portion of land bounded by lines starting at the intersection of the Western boundary of Hay Location 1920 and the North-Eastern side of road No. 1217 (Manjimup-Mount Barker Road) and extending South-Easterly along that side for a distance of 85 chains 95.7 links; thence 195 deg. 6 min. 48 chains 31.4 links; thence 242 deg. 58 min. 13 chains 10.8 links; thence 285 deg. 6 min. 115 chains 67.7 links; thence 254 deg. 39 min. 1 chain 95.8 links; thence 283 deg. 26 min. 11 chains 13.9 links; thence 269 deg. 58 min. 7 chains 80.6 links; thence 295 deg. 21 min. 4 chains 67.7 links; thence 320 deg. 22 min. 8 chains 4.7 links; thence 307 deg. 35 min. 2 chains 95.5 links; thence 15 deg. 6 min. 53 chains 85.9 links to the North-Eastern side of road No. 1217 aforesaid; thence South-Easterly along that side for a distance of 14 chains; thence 15 deg. 6 min. 6 chains; thence 105 deg. 6 min. 51 chains 50 links; thence 195 deg. 6 min. 6 chains and .1 link to the North-Eastern side of road No. 1217 aforesaid, and thence South-Easterly along that side for a distance of 8 chains 19.9 links to the starting point, as shown bordered green on Lands and Surveys Original Plan 5880. (Public Plan 444/80, B3.)

H. E. SMITH,  
Under Secretary for Lands.

## OPEN FOR SALE.

(Section 45A.)

Rocky Gully Lots.

Applications Close 27th December, 1951.

Department of Lands and Surveys,  
Perth, 28th November, 1951.

Corres. No. 1884/32.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1950, of the Rocky Gully Townsite lots enumerated in the Schedule hereto being made available for sale in fee simple at the prices set out in the said Schedule, subject to the following conditions:—

1. Applications, accompanied by a deposit of 10 per cent. of the fixed price must be lodged at the Lands Office, Perth, on or before Wednesday, 27th December, 1951.

2. Balance of purchase money shall be paid within 12 months from the date of approval of the application by four quarterly instalments on the 1st days of January, April, July and October.

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

4. Only one lot shall be granted to each purchaser.

5. No Crown grant for any lot will issue until a building valued at not less than £500 which complies with the local by-laws, has been erected by the successful applicant.

6. Lots 51 to 54 and 56 to 60 inclusive are available only as Business Sites (for other than licensed premises).

7. The purchaser must fence his lot within two years.

#### Schedule.

##### Lots and Purchase Price.

60; £100 (business site).

2, 11, 14, 26, 35, 38, 62, 74 and 86; £80 each.

51, 52, 53, 54, 56, 57, 58 and 59; £75 each (business sites).

1, 3, 4, 5, 8, 9, 10, 12, 13, 15, 16, 17, 20, 21, 22, 25, 27, 28, 29, 32, 33, 34, 36, 37, 39, 40, 41, 42, 43, 44, 46, 67, 68, 69, 70, 73, 76, 77, 78, 79, 80, 85, 89, 90, 91, 92, 93 and 94; £50 each.

H. E. SMITH,

Under Secretary for Lands.

#### NAMING OF STREET.

At Brunswick Junction.

Harvey Road District.

Department of Lands and Surveys,

Perth, 28th November, 1951.

Corres. No. 4471/51.

IT is hereby notified for general information that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of road No. 4428, along the North-Western boundary of lot 58 of portion of Wellington Location 1 on L.T.O. Plan 6133, from Rose Road to Reading Street, in the Harvey Road District, being named Eedle Road, and such road shall hereafter be known as "Eedle Road" accordingly. (Plan 411A/40.)

H. E. SMITH,

Under Secretary for Lands.

#### CHANGE OF NAME OF STREET.

Municipality of Bunbury.

Department of Lands and Surveys,

Perth, 28th November, 1951.

Corres. No. 6140/26.

IT is hereby notified for general information that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of that portion of Picton Crescent in the Municipality of Bunbury as shown coloured brown and bordered pink on L.T.O. Diagram 9389, being changed to Picton Way, and such street shall hereafter be known and distinguished as "Picton Way" accordingly. (Plan Bunbury.)

H. E. SMITH,

Under Secretary for Lands.

#### GUILDERTON TOWNSITE.

(Mouth of the Moore River.)

Department of Lands and Surveys,

Perth, 28th November, 1951.

Corres. No. 12694/04, Vol. 2.

IT is hereby notified, for general information, that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of the area described in the Schedule hereto being classified as "Town and

Suburban Lands," and of such townsite being hereafter known and distinguished as "Guilderton."

#### Schedule.

All that portion of land bounded by lines starting at a point on the low water mark of the seashore situate in prolongation Westerly of the Northern boundary of Swan Location 2948, and extending Easterly to and along that boundary; thence generally Southerly along its Eastern boundaries and those of Class "A" Reserve 10216, and crossing the Moore River to and along the Eastern boundary of location 3049; thence Westerly along its Southern boundary and onwards to the aforesaid low water mark; and thence generally North-Westerly along that low water mark (crossing the mouth of the Moore River) to the starting point. Area about 770 acres. (Plan 29/80, E1.)

H. E. SMITH,

Under Secretary for Lands.

#### LOTS OPEN FOR SALE.

Department of Lands and Surveys,

Perth, 28th November, 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. 1798/51.

SAWYERS VALLEY—Suburban for Cultivation 109, £50, 144, £40, 165, £10. Subject to payment of prescribed survey fee if identification survey is required.

Corres. No. 5617/51.

SWAN LOCATIONS (at Darlington).—Town locations 3880 and 5209, £30 and £25 respectively.

Plans showing the arrangement of the lots referred to are now obtainable at this office and the offices of the various Government Land Agents.

H. E. SMITH,

Under Secretary for Lands.

#### AMENDMENT OF BOUNDARIES.

Dunsborough Townsite.

Department of Lands and Surveys,

Perth, 28th November, 1951.

Corres. No. 6238/98, Vol. 4.

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of the boundaries of Dunsborough Townsite being amended to exclude that portion of Sussex Location 947 situated West of the prolongation Southward of an Eastern boundary of Sussex Location 502. (Plans 413A/40 B1 and Dunsborough Townsite.)

H. E. SMITH,

Under Secretary for Lands.

#### WITHDRAWAL NOTICE.

Department of Lands and Surveys,

Perth, 28th November, 1951.

Corres. 911/50.

IT is notified for general information that all Crown land West of a line 20 miles West of the Midland Railway, and between the latitudes of Dongara and Gingin has been withdrawn from selection. (Plans 28, 39, 30, 31, 58, 59, 61, 62, 63, 90, 91, 92, 93, 94, 95, 123 and 124/80.)

H. E. SMITH,

Under Secretary for Lands.



**BUILDING OPERATIONS AND BUILDING MATERIALS CONTROL  
ACT, 1945-1950.**

State Housing Commission,  
Perth, 23rd November, 1951.

HIS Excellency the Governor in Executive Council, acting pursuant to the provisions of the Building Operations and Building Materials Control Act, 1945-1950, has been pleased to amend the Building Operations and Building Materials Control Act Regulations made under and for the purposes of the said Act and published in the *Government Gazette* on the 19th day of January, 1951, in the manner mentioned in the Schedule hereunder.

(Sgd.) R. J. BOND,  
Secretary.

**Schedule.**

The abovementioned regulations are amended by inserting a new heading and regulation 5 as follows:—

Alteration of Respective Amounts of Money mentioned in Paragraphs (d), (e) and (f) of Section nine of the Act.

5. Pursuant to the provisions of subsection (3) of section nine of the Act the amounts of money mentioned in paragraphs (d), (e) and (f) of subsection (2) of section nine of the Act are hereby altered by—

- (i) substituting the words "four hundred" for the words "two hundred and fifty" in line five of paragraph (d) of subsection (2) of section nine of the Act;
- (ii) substituting the words "two hundred" for the words "one hundred" in line nine of paragraph (e) of subsection (2) of section nine of the Act; and
- (iii) substituting the words "four hundred" for the words "two hundred" in line six of paragraph (f) of subsection (2) of section nine of the Act.

**LAND OPEN FOR PASTORAL LEASING.**

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

**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.

**THURSDAY, 3rd JANUARY, 1952.**

South-West Division—Ninghan District.

Corres. No. 3330/51. (Plan 36/300.)

IT is hereby notified for general information that an area of about 410,000 acres bounded by lines commencing at the 105 M.P. on the Rabbit Proof

Fence and extending West about 1,740 chains, South about 1,940 chains, West about 630 chains, South about 330 chains to the plan edge, thence East about 2,380 chains along the said edge of plan to the Rabbit Proof Fence, thence North along the said fence to the starting point, will be available for pastoral leasing as from Thursday, 3rd January, 1952.

Under Section 109A of the Land Act, 1933-1950.

**WEDNESDAY, 9th JANUARY, 1952.**

Eucla Division—Esperance District.

Corres. No. 437/35. (Plan 422/80.)

IT is hereby notified for general information that an area of about 26,000 acres bounded by lines commencing at a point situated one chain South of the South-West corner of Esperance Location 1039 and extending generally West, South and East along the boundaries of locations 464, 1380, 685, 497, 496, 906, 1012 and 671 to the South-Eastern corner of the said location 671; thence East about 18 chains to the plan edge; thence South along the said edge of plan to the coastline; thence West along the coast to the South-East corner of pastoral lease 393/421 (Fanny Cove Station); thence North about 248 chains, East 50 chains, North 170 chains, East 595 chains, North 75 chains and East 519 chains to the Western boundary of location 1039; thence South along the said boundary to the starting point, will be available under section 109A of the Land Act, 1933-1950, for license to occupy for depasturing of stock on and after Wednesday, 9th January, 1952, during the pleasure of the Minister for Lands, at a rental of 6s. per 1,000 acres per annum.

Eucla Division—Oldfield District.

Corres. No. 5605/51. (Plan 422/80.)

IT is hereby notified for general information that an area of about 42,100 acres bounded by lines commencing at the South-West corner of Oldfield Location 3 and extending North 55 chains, West 108 chains, North 256 chains, West about 1,161 chains, South about 208 chains, East about 49 chains, South 150 chains, East 475 chains, North 190 chains, East 120 chains, South 230 chains, East 568 chains, North 89 chains and East about 58 chains to the starting point; portion being E. Moir's late lease 1230/95; will be available for pastoral leasing as from Wednesday, 9th January, 1952. 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.

## NOW OPEN.

Roe District (about 10 miles East of Lake Grace).

Corr. No. 4582/51. (Plan 387/80, D.E.3.)

Location 534, containing 2567a. 0r. 16p., at 5s. 9d. per acre; classification page 16 of 6277/25; subject to Rural and Industries Bank indebtedness and subject to poison conditions; being A. M. W. and C. Dewar's cancelled lease 19957/68. Deposit required, £2 6s. 6d.

## WEDNESDAY, 12th DECEMBER, 1951.

Avon District (at North Cunderdin).

Open under Part V, Sec. 53.

Corr. No. 509/24. (Plan 26A/40, C2.)

Location 24219, containing 5a.; purchase price, £5; available to adjoining holders only. Deposit required, 15s.

Avon District (near Burracoppin).

Corr. No. 166/36. (Plan 24/80, B1.)

Locations 25181 and 25428, containing 1,096a. 3r. 7p.; also location 25276, containing about 950a.; subject to classification and pricing. Deposit required, £2 4s.

Avon District (near Burracoppin).

Corr. No. 3315/51. (Plans 24/80, B1, 35/80, B4.)

Location 20452, containing 805a., at 7s. 6d. per acre. Deposit required, £1 14s. 6d.

Coolup A.A. (about 7 miles North-West of Coolup).

Corr. No. 2041/18. (Plan 380D/40, B3.)

Lot No. 288, containing about 25a.; subject to survey, classification and pricing. Deposit required, £2 16s.

Fitzgerald District (about 13 miles East of Dowak).

Corr. No. 1573/30. (Plan 392/80, D1.)

Locations 585 and 1236, containing 840a. 0r. 9p. and 160a., respectively, at 3s. per acre; classification page 3 of 3760/23; subject to mining condi-

tions and exemption from road rates for two years from date of approval of application; being R. A. Ridley's cancelled lease 55/1892. Deposit required, £1 15s. 3d.

Kojonup District (about 7 miles South of Nyabing).

Corr. No. 2839/51. (Plans 417/80, F2, 418/80, A1.)

The area of about 800 acres (including Kojonup Location 8280), bounded by lines commencing at the North-West corner of that location and extending East about 120 chains; thence South about 65 chains; thence West to and along the Southern boundary of said location 8280 to its South-West corner; thence North to the starting point. Subject to survey, classification, pricing and to provision of any necessary roads. Deposit required, £7 15s.

Kojonup District (at Moornaming).

Corr. No. 307/51. (Plan 417/80, E1.)

Location 8237, containing 534a. 3r. 2p., at 6s. per acre. Deposit required, £1 12s.

Nelson District (about 2½ miles North of Mayanup).

Corr. No. 3105/19. (Plan 438A/40, B and C1, 415D/40, B4.)

Location 3561, containing 306a.; subject to classification, pricing, exemption from road rates for two years from date of approval of application and to the special conditions which govern selection in this district. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 10s.

Nelson District (about 3 miles South-West of Wilgarup).

Corr. No. 5276/50. (Plan 439C/40, E3.)

Location 3702, containing 100a., at 17s. 6d. per acre; 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 A. L. Woodhead's cancelled lease 347/6731. Deposit required, £1 5s.

Nelson District (near North Greenbushes).

Corr. No. 66/40. (Plan 414C/40, E4.)

Location 11340, containing 174a. 3r. 18p., at 12s. per acre; subject to mining and timber conditions and to conditions governing selection in this district. Deposit required, £1 7s.

Nelson District (about 5 miles North of Boyup Brook).

Corr. No. 3467/21. (Plan 415D/40, B3.)

The area of about 100 acres, bounded on the West by Nelson Locations 9431, 3093 and 2891; on the South by location 11292; on the East by road No. 3674; on the North-East by a protected road extending South-Easterly from the Eastern boundary of said location 9431. Subject to survey, classification, pricing, and to provision of any necessary roads. Deposit required, £3 11s.

Oldfield District (about 6 miles North-West of Ravensthorpe).

Corr. No. 5209/27. (Plans 405/80, D4, 420/80, D1.)

Location 332, containing 1,000a. 1r. 6p., at 6s. per acre; classification page 41 of 5209/27; subject to 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 15s. 3d.

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

Peel Estate (near Mandogalup).

Corr. 366/43. (Plan 341A/40, C2.)

Lot 702, containing 154a. 0r. 13p.; purchase money, £128; to ex-servicemen: half-yearly instalments—first five years interest only at 4½% per

annum £2 17s. 7d., balance 35 years principal and interest at  $4\frac{1}{2}\%$  per annum £3 11s. 4d.; civilians: half-yearly instalments—first five years interest only at 5% per annum £3 4s., balance 35 years principal and interest at 5% per annum £3 15s. 11d.; subject to conditions governing selection in this estate.

Plantagenet District (about 6 miles East of Mt. Barker).

Corr. No. 2587/51. (Plan 451A/40, C1.)

The area of about 50 acres, bounded by lines commencing at the North-East corner of Plantagenet Location 1061 and extending East to the Western boundary of location 3278; thence South to the Northernmost boundary of location 3130 (reserve No. 15986); thence West to the Eastern boundary of said location 1061 and North to the starting point. Subject to survey, classification, pricing, and to provision of any necessary roads. Deposit required, £2 16s.

Sussex District (at Walsall).

Open under Part V, Sec. 53.

Corr. No. 1996/18. (Plan 413C/40, D4.)

Location 1320, containing 5a.; purchase price, £10; available to adjoining holders only, subject to timber conditions.

Sussex District (near Quindalup Common).

Corr. No. 7863/50. (Plan 413A/40, B2.)

The area of about 270 acres, bounded by lines commencing at the North-West corner of Sussex Location 3966 and extending North about 30 chains; thence East about 90 chains; thence South about 30 chains; thence West to the starting point. Subject to survey, classification, pricing and timber conditions. Deposit required, £5 4s.

Victoria District (near Gutha).

Open under Part V, Sec. 53.

Corr. No. 507/13. (Plan 128/80, C3.)

Location 5961, containing 25a.; purchase price, £6; available to adjoining holders only. Deposit required, 11s. (for each section).

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

Corr. No. 2209/37. (Plan 160D/40, C4.)

Locations 6129 and 6329, containing 160a. and 500a., respectively; classifications pages 36 of 800/37 and 4 of 2209/37, respectively; subject to pricing, mining conditions and payment for improvements, if any; being cancelled leases 347/1380 and 347/1738, previously held by Matthees Bros. Deposit required, £1 12s. 6d.

Victoria District (about  $3\frac{1}{2}$  miles North of Naraling).

Corr. No. 2225/37. (Plan 160D/40, C4.)

Location 7860, containing 177a. 1r. 23p., at 3s. per acre; classification page 43 of 2225/37; subject to mining conditions and payment for improvements, if any; being E. J. Hughes' cancelled lease 347/2018. Deposit required, £1 7s.

Victoria District (about 12 miles East of Baddera).

Corr. No. 3133/51. (Plan 160D/40, C3.)

Location 9922, containing about 150a.; subject to classification and pricing. Deposit required, £1 6s. 3d.

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

Corr. No. 1573/15. (Plans 123/80, A1; 127/80, A4; 124B/40, F1; 126C/40, F4.)

The area of about 10,500 acres, bounded on the East by Victoria Location 3716; on the South by locations 3592, 2770 and 2614; on the West by locations 3592, 2009 and 3719; on the North by

location 3719 and the prolongation Westward of the Northernmost boundary of said location 3716. Subject to survey, classification, pricing and to provision of any necessary roads. Deposit required, up to 3,000 acres, £14 4s.; up to 5,000 acres, £18 2s.

Williams District (about  $2\frac{1}{2}$  miles North of Boyerine).

Corr. No. 5012/48. (Plan 409C/40, E3 and 4.)

Location 12520, containing 778a. 1r. 22p., at 8s. 9d. per acre; classification page 2 of 1827/21; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being A. H. Medlock's cancelled lease 347/5785. Deposit required, £1 13s. 6d.

Williams District (about 8 miles North-East of Pingrup).

Corr. No. 7016/50. (Plan 407/80, D3.)

Location 12766, containing about 1,550a.; subject to survey, classification and pricing. Deposit required, £10 15s.

Williams District (about 12 miles North of Pingrup).

Corr. No. 6219/26. (Plan 407/80, CD2 and 3.)

The area of about 3,300 acres (including Williams Location 14320), bounded by lines commencing at the North-East corner of location 9784 and extending East about 200 chains; thence South about 100 chains; thence East about 100 chains; thence South about 85 chains; thence West about 160 chains to the Easternmost boundary of location 13901; thence North and West along boundaries of that location to the Eastern side of road No. 7827; thence generally Northerly to the starting point. Subject to survey, classification and pricing. Deposit required, £15 5s.

Williams District (about 16 miles North of Tarin Rock).

Corr. No. 5576/50. (Plan 387/80, A1.)

The area of about 3,100 acres, bounded by lines commencing at the South-Westernmost corner of Williams Location 14394 and extending North to the Southern boundary of location 10200; thence West to the North-East corner of location 14250; thence South and West, respectively, along boundaries of locations 14250, 10192 and 12741 to the South-West corner of that location; thence South about 128 chains; thence East to the starting point. Subject to survey, classification, pricing, and to provision of any necessary roads. Deposit required, £15 5s.

Yilgarn District (about 9 miles North-West of Noongaar).

Corr. No. 247/35. (Plan 36/80, A3.)

Location 1017, containing 826a. 2r. 19p., at 3s. per acre; classification page 17 of 247/35; subject to mining conditions and payment for improvements. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 14s. 6d.

Yilgarn District (about 3 miles North-West of Noongar.)

Corr. No. 253/26. (Plan 36/80, A4.)

Location 1022, containing 1,568a. 0r. 18p., at 3s. per acre; classification page 63 of 253/26; subject to mining conditions and exemption from road rates for two years from date of approval of application; being A. R. Robinson's cancelled lease 21050/68. Deposit required, £1 19s. 6d.

### WEDNESDAY, 19th DECEMBER, 1951.

Fitzgerald District (about 10 miles West of Dowak).

Corr. No. 5631/51. (Plan 11/300.)

Location 702, containing 1,000a. 2r. 16p., at 3s. per acre; classification page 9 of 19/28; subject to exemption from road board rates for two years from date of approval of application. This cancels the previous *Gazette* notice concerning this location. Deposit required, £1 16s. 9d.

Jilbadji District (8 miles North-West of Marvel Loch).

Corr. No. 342/38. (Plan 23/80, E1.)

Location 402, containing 1,061a. 0r. 38p., at 2s. per acre (ex survey fee); subject to mining conditions and to payment for improvements capitalised at £201; being G. Gobetti's surrendered special lease 3116/1744. Deposit required, £1 16s. 9d.

Plantagenet District (about 11½ miles South of Pallinup).

Corr. No. 4671/23. (Plan 436C/40, D3-4.)

Locations 3898 and 5043, containing 859a. 2r. 27p. and 1,322a. 3r. 7p. respectively; classifications pages 10 of 5531/19 and 12 of 4671/23 respectively; subject to pricing and to exemption from road board rates for two (2) years from date of approval of application. This cancels previous *Gazette* notices concerning these locations. Deposits required, locations 3898 and 5043, £1 14s. 6d. and £1 18s. respectively.

Victoria District (about 8 miles North-East of Northampton).

Corr. No. 3745/26. (Plan 160D/40, B3.)

Location 6903, containing 160a. 0r. 23p., at 4s. 6d. per acre; classification page 48 of 3745/26; subject to mining conditions, poison conditions and to exemption from road board rates for two years from date of approval of application; being M. J. O'Hare's cancelled lease 20743/68. Deposit required, £1 7s.

#### THURSDAY, 27th DECEMBER, 1951.

Avon District (near Wogerlin Spring).

Corr. No. 6792/12. (Plan 344/80, C1.)

Location 19737, containing 5a., purchase price, £3 15s.; available to adjoining holders only. Deposit required, 12s. 6d.

Plantagenet District (about 7 miles North of Borden).

Corr. No. 1482/26. (Plan 435/80, A1.)

The area of about 2,000 acres (including Plantagenet Location 5009) bounded on the East by Plantagenet Locations 5020, 4434, 3026 and 4435; on the South by locations 4435, 5652, 1641, 2274 and 4480; on the West by locations 1641, 2274, 4480 and the prolongation Northward of the Western boundary of said location 4480; on the North by location 5020 and the cleared road extending Westerly from the Northern boundary of the last-mentioned location; subject to survey, classification and pricing. Deposit required for 1,000 acres, £8 13s.; for 2,000 acres, £11 16s.

Plantagenet District (near Youngs Siding).

Corr. No. 7584/50. (Plan 451D/40, A4.)

The area of about 40 acres bounded on the East and South by Plantagenet Locations 3224 and 3094, on the North-West and North by road No. 4155; subject to timber conditions, classification, pricing and to any necessary survey. Deposit required, £1 5s.

Roe District (about 15 miles North-East of Pingrup).

Corr. No. 4412/51. (Plan 407/80, E3.)

The area of about 150 acres bounded by lines commencing at the South-East corner of Roe Location 2043 and extending North about 50 chains, thence East about 30 chains, then South to a North-East corner of Kent Location 994, thence West to the starting point; subject to survey, classification and pricing. Deposit required, £4 3s.

Sussex District (at Meelup).

Corr. No. 5801/07. (Plan 413A/40, B1.)

The area of about 18 acres bounded on the North by the Southernmost boundary of Sussex Location 502; on the West by reserve No. 6229 (as amended); on the South by the surveyed road adjoining location 1301; on the East by the prolongation Southward of an Eastern boundary of said location 502. Available to adjoining holders only, subject to survey and timber conditions; priced at £2 per acre (excluding survey fee). Deposit required, £2 4s.

H. E. SMITH,  
Under Secretary for Lands.

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

Department of Lands and Surveys,  
Perth, 30th November, 1951.

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

#### Katanning.

1457/49.

10802. Rogers Avenue: A strip of land one chain wide (plus truncations) leaving Clive Street at the West corner of Katanning Lot 437 and extending South-Eastward (as shown coloured dark brown on L. & S. Diagram 62343 and L.T.O. Diagram 14488) along the South-Western boundaries of said lot and lots 438 and 439 and lots 15 and 8 of Katanning Lot 440 to Park Street at the South corner of the last mentioned lot; 1r. 24.7p., 1r. 24p., 1r. 24p., and 1r. 24.7p. being resumed from Katanning Lots 437, 438, 439 and 440 respectively. (Plan Katanning Townsite.)

#### Wongan-Ballidu.

3708/51.

No. 10786. A strip of land one chain wide, leaving Stickland Street at the North-West corner of Wongan Hills Lot 105 and extending North-Eastward along the North-West boundaries of said lot and lots 115, 114 and 113 to a point one chain East of the North-East corner of lot 113.

No. 10787. A strip of land one chain wide, plus truncation (as shown surveyed on O.P. 5691), leaving the North-West corner of lot 176 and extending North-Westwards along the North-East boundaries of lots 112 and 113 to road No. 10786 at the North-West corner of lot 141.

No. 10788. A strip of land one chain wide, plus truncation (as shown surveyed on O.P. 5691), leaving Stickland Street at the North-West corner of lot 116 and extending North-Eastwards along the North-West boundary of said lot to road No. 10787 at the North-East corner of said lot.

No. 10789. A strip of land one chain wide, plus truncations (as shown surveyed on O.P. 5691), leaving road No. 10788 at the South-East corner of lot 109 and extending North-Westwards along the North-East boundaries of lots 109, 108, 107, 106 and 105 to road No. 10786 at the North-East corner of lot 105. (Plan Wongan Hills Townsite.)

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

By Order of His Excellency the Governor.

L. THORN,  
Minister for Lands.

#### TRANSFER OF LAND ACT, 1893-1950.

Application 381/1949.

TAKE notice that John David Stone of Borden Farmer 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 Plantagenet District and being:—Plantagenet Location 104 containing 50 acres.

Bounded by lines commencing on the South-Eastern boundary of Plantagenet Location 427 at a Northern corner of Plantagenet Location 291 thence extending North-Easterly 23 chains 30 links along

the South-Eastern boundaries of the said location 427 and vacant Crown land to the right bank of the Pallinup River thence down the said river along its right bank to the Northern corner of vacant Crown land thence South-Easterly 16 chains along the North-Western boundaries of the said Crown land and location 291 thence North-Westerly 22 chains 50 links along a North-Eastern boundary of the said location 291 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 9th January next a caveat forbidding the said land being brought under the operation of the said Act.

R. C. BUCHANAN,  
Registrar of Titles.

Office of Titles, Perth, this 27th day of November, 1951.

Harold Haynes, Solicitor, Perth, Solicitor for the Applicant.

#### PUBLIC WORKS TENDERS.

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

Cunderdin Hospital—Additions (11707); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Cunderdin, on and after 13th November, 1951.

Carnarvon Hospital—Air Conditioning (11680); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th October, 1951.

Wickepin School—Additional Shelter Shed and Repairs and Renovations to Existing Shelter Shed (11719); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Wickepin, on and after 20th November, 1951.

Dowerin School—New Brick Classroom and Repairs and Renovations (11720); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Dowerin, on and after 20th November, 1951.

Swanbourne School—Repairs and Renovations (11721); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 20th November, 1951.

Williams School—Additions (11722); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Williams, on and after 20th November, 1951.

Boddington School—Additions (11723); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Pinjarra, and Police Station, Boddington, on and after 20th November, 1951.

Cunderdin School—Additions to Latrines (11724); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Cunderdin, on and after 20th November, 1951.

No. 7 Pumping Station—Removal from Dulyalbin (11725); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and Mining Registrar's Office, Southern Cross, on and after 20th November, 1951.

Yealering School—Septic Tank Installation (11726); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 20th November, 1951.

Dandaragan School—Removal of Classroom from Merkanooka (11727); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Moora, on and after 20th November, 1951.

Karridale School—Removal and Re-erection of Gnarabup School and New Latrine Blocks (11728); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Police Station, Margaret River, on and after 20th November, 1951.

Bolgart School Quarters—Repairs and Renovations (11729); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at G.W.S., Northam, on and after 20th November, 1951.

Fremantle Boys' High School, North Fremantle Annex—Sewerage and New Shelter Shed (11731); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Fremantle, on and after 20th November, 1951.

Bayswater Police Station and Quarters (11732); 4th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 20th November, 1951.

Cowaramup School and Quarters—Water Supply and Septic Tank Installation (11730); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Courthouse, Busselton, on and after 20th November, 1951.

Dwellingup School and Quarters—Septic Tank Installation (11735); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Stations, Pinjarra and Dwellingup, on and after 27th November, 1951.

Milling Siding School—Removal of Room from Nardy, and Additions (11736); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, and Police Station, Moora, on and after 27th November, 1951.

Dwellingup Police Station—Septic Tank Installation (11737); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Stations, Dwellingup and Mandurah, on and after 27th November, 1951.

Kukerin School—Additions (11738); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Court House, Wagin, on and after 27th November, 1951.

Banksiadale School—Septic Tank Installation (11739); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Court House, Pinjarra, on and after 27th November, 1951.

Perth Police Courts—Acoustic Treatment (11740); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th November, 1951.

G.W.S. Quarters, Coolgardie—Repairs and Renovations (11741); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and Mining Registrar's Office, Coolgardie, on and after 27th November, 1951.

Northam High School—Electrical Installation (11742); 11th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after 27th November, 1951.

Midland Junction—New Maternity Hospital (11660); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 6th November, 1951.

Margaret River—New Brick School (11743); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Margaret River, on and after 4th December, 1951.

Albany School—Improvements to Grounds (11744); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, on and after 4th December, 1951.

Wooroloo School—Additions (11745); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th December, 1951.

Wattle Grove School—Additions (11746); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th December, 1951.

Fremantle Prison—New Waiting Room (11748); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Fremantle, on and after 4th December, 1951.

Midland Junction Police Station—Additions and Alterations (11749); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th December, 1951.

Midland Junction Police Station and Quarters—Septic Tank Installation (11750); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th December, 1951.

South Collie School—Removal of Shotts and Collie-Cardiff Schools to (11751); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Clerk of Courts, Collie, on and after 4th December, 1951.

Boddington Police Station—Additions and New Quarters (11752); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Boddington, and Courthouse, Pinjarra, on and after 4th December, 1951.

Baker's Hill New Brick School (11753); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at G.W.S., Northam, on and after 4th December, 1951.

Baker's Hill School Quarters—Erection (11754); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at G.W.S., Northam, on and after 4th December, 1951.

Tinkurrin New School Quarters (11755); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 4th December, 1951.

Wanneroo New School Quarters (11756); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th December, 1951.

Bunbury Government Offices—Alterations (11757); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, on and after 4th December, 1951.

Mundijong School and Quarters—Septic Tank Installation (11758); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Pinjarra, on and after 4th December, 1951.

Ravensthorpe New School Quarters (11759); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Police Station, Ravensthorpe, on and after 4th December, 1951.

Queen's Park Sister Kate's Home—New Kitchen and Cook's Quarters (11760); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th December, 1951.

Albany Police Quarters—Repairs and Renovations (11761); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 4th December, 1951.

Cunderdin Hospital—Additional Pan Room (11762); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Cunderdin, on and after 4th December, 1951.

Pingaring New School and Quarters (11763); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Lake Grace, on and after 4th December, 1951.

Bodallin School and Quarters—Septic Tank Installation (11764); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 4th December, 1951.

Latham School—Removal and Re-erection of Mia Moon School (11766); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Stations, Perenjori and Carnamah, on and after 4th December, 1951.

Quairading School—Removal of Wamenusking School Quarters (11767); 18th December, 1951; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Quairading, on and after 4th December, 1951.

University of W.A.—Air Conditioning Zoology Department (11747); 8th January, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th November, 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.

30/11/51.

#### TOWN PLANNING AND DEVELOPMENT ACT, 1928-1947.

##### Bayswater Town Planning Scheme.

##### Advertisement of Resolution Deciding to Amplify and Amend a Town Planning Scheme.

NOTICE is hereby given that the Road Board of Bayswater, on the 8th day of August, 1951, passed the following resolution:—Resolved that the Board in pursuance of section 7, subsection 4 of the Town Planning and Development Act, 1928, amplify and amend the Bayswater Town Planning Scheme (T.P.B. 448/33 gazetted on 12th April, 1935) in so far as it applies to Industrial Areas, by including the following lots in the Industrial Area:—Lots 284 to 299 inclusive, Titles Plan 3404, bounded by Briar-hill Street, Railway Parade and River Road. These lots are shown on the Plan No. 1 by a red border around such lots.

And notice is hereby further given that Plan No. 1 referred to in the above resolution has been deposited at the Town Hall, Slade Street, Bayswater, and will be open for inspection by all persons interested, without payment of any fee, between the hours of 9.30 a.m. and 4 p.m., Mondays to Fridays (closed Saturdays).

Any objection to the above proposed amendment should be sent in writing to the Secretary of the Bayswater Road Board before 30th November, 1951.

ALFRED B. BONE,  
Secretary.

Dated this 9th day of November, 1951.

#### TOWN PLANNING AND DEVELOPMENT ACT, 1928-1947.

##### Guildford Town Planning Scheme.

##### Advertisement of Resolution Deciding to Amplify and Amend a Town Planning Scheme.

NOTICE is hereby given that the Council of the Municipality of Guildford on the 23rd day of August, 1951, passed the following resolution:—

That the Council in pursuance of section 7 of the Town Planning and Development Act, 1928, amplify and amend the above Town Planning Scheme gazetted on 3rd July, 1931, in so far as it applies to light industrial areas by including the under-mentioned land in the light industrial area:—All that portion of land comprising lots 1, 2 and 3 of Guildford Town Lot 151, to be used for storage purposes only and not for any other industrial purposes.

And notice is hereby further given that details of the amendment referred to in the resolution have been delineated on the plan of the scheme deposited at the office of the Council and will be open to inspection by all persons interested, without payment of any fee, between the hours of 10 a.m. and 4 p.m., Mondays to Fridays.

Any objections should be sent in writing to the Town Clerk to the Council before 4 p.m. on 23rd November, 1951.

L. GIBBONS,  
Town Clerk,  
Guildford Municipality.

29/10/1951,



# METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 988/51, and 989/51.

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 Reticulation Area 45, Perth, within the boundaries of Perth Road District to serve lots 358, 388 and 389 Adair Parade, and lot 971 Carnarvon Crescent.

Owners of above mentioned 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 26th day of October, 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. 1388/51.

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 Reticulation Area 15, Cottesloe, within the boundaries of Mosman Park Road District, as hereunder described:—

Commencing at a point at the intersection of Manning Terrace and Victoria Street and proceeding Northerly along the centre of Manning Terrace and its prolongation to the centre of Bay View Terrace, thence proceeding South-Easterly along the centre of Bay View Terrace to a point in the centre of Owston Street, thence Southerly along the centre of Owston Street to a point opposite the centre of Victoria Street, thence Westerly across Owston Street and along the centre of Victoria Street to the point of commencement as shown shaded on Plan M.W.S.S. & D.D. W.A. No. 7645.

Owners of property situated within the boundaries of above area are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewers within 30 days from date of service of prescribed notice, and are also notified that sewerage rates will in accordance with the by-laws, be enforced from 1st February, 1952, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st February, 1952, 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 30th day of November, 1951, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,  
Under Secretary.

# BUSSELTON WATER BOARD.

Notice of Intention to construct Water Works in accordance with the Provisions of the Water Board's Act, 1904-1949.

NOTICE is hereby given that the Busselton Water Board intends to proceed with works as follows:—

## 1.—Description of Proposed Work.

Purchase of mains with necessary fittings, laying of mains and connecting landowners to mains.

## 2.—Locality at which they will be Constructed.

East portion of West Busselton Township.

## 3.—The Purposes for which they are to be Constructed and the parts of the Water Area to be supplied with Water.

The reticulation of water to landowners in the portion of West Busselton bounded on the East by West Street, North by Ocean, West, both sides of High Street, South both sides of Bussell Highway.

Both sides of Bussell Highway from High Street West to Ambergate Road.

## 4.—The Times When and Places at Which Plans, Specifications and Books of Reference may be Inspected.

At the office of the Board, Queen Street, Busselton, for one month on and after the 1st day of December, 1951, between the hours of 10 a.m. and 4 p.m.

B. K. KILLERBY,  
Chairman.

L. M. POWELL,  
Secretary.

# MUNICIPAL CORPORATIONS ACT, 1906-1947.

Mayor and Councillors of East Fremantle.

By-law Prescribing and Regulating the Manner and Mode of Keeping Dogs.

P.W. 1384/25.

A By-law of the Mayor and Councillors of East Fremantle made under section 180 of the Municipal Corporations Act, 1906-1947, and numbered 97 for Regulating and Manner and Mode of Keeping Dogs.

IN pursuance of the powers conferred by the said Act, the Mayor and Councillors of East Fremantle order as follows:—

No. 1. The occupier of any premises shall not keep, or have, or permit, or suffer to be kept, or remain at any one time more than two dogs on any allotment of a smaller area than half an acre.

No. 2. The occupier of any premises whereon more than two dogs are kept, or permitted, or suffered to remain shall provide a kennel or kennels which shall comply with the following conditions:—

- (a) Each kennel shall have a yard appurtenant thereto.
- (b) Each kennel and each yard and every part thereof shall not be at any less distance than 30 feet from the boundaries of the land in the occupation of the occupier.
- (c) Each kennel and each yard and every part thereof shall not be at any less distance than 80 feet from any road or street.
- (d) Each kennel and each yard and every part thereof shall not be at any less distance than 30ft. from any dwelling house, church, schoolroom, hall or factory.
- (e) The walls shall be constructed of concrete, brick, stone, wood, asbestos, ceillite or galvanised iron.
- (f) The roof shall be constructed of some impervious material.
- (g) All external surfaces of material of wood, asbestos or galvanised iron shall be painted and kept painted with good quality paint.
- (h) The lowest internal height shall be at least 6ft. from the floor.
- (i) Each yard shall be securely fenced and kept securely fenced with a fence not less than 6ft. in height constructed of galvanised iron, wood, galvanised link mesh or netting.
- (j) All gates shall be provided with proper catches or means of fastening.
- (k) The upper surface of the floor of each kennel shall be raised at least 4in. above the surface of the surrounding ground and shall be constructed of granolithic cement finished to a smooth surface, it shall have a fall of not less than 1 in 100 to a drain which shall be properly laid, ventilated, trapped and connected to the sewer in accordance with the by-laws for the time being in force under the provisions of the Metropolitan Water Supply Sewerage and Drainage Act, 1909-1941.
- (l) The floor of any yard which is floored shall be constructed in the same manner as the floor of any kennel and as provided in the next preceding paragraph.



- (m) For each dog kept therein every kennel shall have not less than 20 square feet of floor space and every yard not less than 25 square feet.
- (n) All kennels and yards and all feeding and drinking vessels shall be maintained in a cleanly condition and cleansed and disinfected when so ordered by an officer of the Council.

No. 3. The occupier of any premises where more than two dogs are kept or permitted or suffered to remain shall not allow, permit or suffer any dog to be at large or roam outside the kennel and yard.

No. 4. No kennel shall be erected unless and until plans, specifications and a location plan showing the proposed site of such kennel and of the yard appurtenant thereto have been approved by the Council.

A resolution adopting the foregoing by-laws was passed by the Council on the 15th October, 1951.

The Common Seal of the Mayor and Councillors of East Fremantle was hereunto affixed on 31st October, 1951.

W. WAUHOP,  
Mayor.

L. R. LATHAM,  
Town Clerk.

[L.S.]

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 21st day of November, 1951.

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

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

Katanning and Broomehill Road Districts—Alteration of Common Boundary and Re-description of the Katanning District and Ward Boundaries.

Notice of Intention.

Local Government Department,  
Perth, 8th November, 1951.

P.W. 604/39.

IT is hereby notified, for general information, that it is the intention of His Excellency the Governor under the provisions of the Road Districts Act, 1919-1948, to—

(1) Transfer all that portion of the Katanning Road District within Kojonup Location 8791, situate North of the present district boundary to the Broomehill Road District to form part of the North-West Ward thereof.

(2) Transfer all that portion of the Broomehill Road District within Kojonup Locations 8789 and 8790 situate South of the present district boundary to the Katanning Road District.

(3) Re-describe the district boundary of the Katanning Road District, as described in Schedule "A" hereto.

(4) Re-describe the Ward boundaries of the Katanning Road District as described in Schedule "B" hereto.

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

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

#### Schedule "A."

Katanning Road District.

Description of District Boundary.

All that portion of land bounded by lines starting from the North-Western corner of Kojonup Location 1844 and extending Easterly along the Northern boundaries of Locations 1844, 1763, 1007, 704 and 1640 and onwards along the Southern side of Onslow Road to a point in prolongation Southerly

of the Eastern side of the Great Southern Highway; thence Northerly to and along that side and onwards to the Northern side of a one chain road along the Northern boundary of Katanning Agricultural Area Lot 46; thence Easterly along that side to the South-Eastern corner of lot 108; thence Northerly along the Eastern boundary of that lot to a point in prolongation Westerly of the Southern boundary of lot 117; thence Easterly to and along that boundary to the North-Western side of Stewart Road; thence North-Easterly along that side and onwards to the Northern side of Hensman Road; thence Easterly along that side to the Western side of Forster Road; thence Northerly along that side, crossing the Great Southern Railway Reserve, and onwards to the Northern side of Campbell Road; thence Easterly along that side and onwards to the Eastern side of Trimmer Road; thence Northerly along that side to the Southern side of Robinson Road; thence Easterly along that side and the Southern side of road No. 7593 to a point in prolongation Southerly of the Western boundary of location 6015; thence Northerly, Easterly, again Northerly and again Easterly to and along boundaries of that location and location 6611 and onwards to the Western boundary of location 1035; thence Northerly and Easterly along boundaries of locations 1035 and 6483 to the South-Western corner of the Rifle Range (location 7319); thence Northerly along the Western boundary of that rifle range to a point in prolongation Westerly of a Northern boundary of location 5196; thence Easterly, Northerly and again Easterly to and along boundaries of that location and onwards to the South-Western boundary of location 1665; thence South-Easterly, Easterly and Northerly along boundaries of that location to the Southern boundary of location 1588; thence Westerly, Northerly and Easterly along boundaries of that location to the South-Eastern corner of location 1589; thence Northerly along the Eastern boundary of that location to a point in prolongation Westerly of a Southern boundary of location 2555; thence Easterly, Southerly, again Easterly and Northerly to and along boundaries of that location and onwards to the South-Western corner of Location 3101; thence Easterly, Northerly and Westerly along boundaries of that location to a point in prolongation Southerly of the Eastern boundary of location 3100; thence Northerly and Westerly to and along boundaries of that location to a point in prolongation Southerly of the Eastern boundary of location 1399; thence Northerly to and along the Eastern boundaries of locations 1399 and 1400 to a South-Western corner of Williams Location 3964; thence Easterly and Northerly along boundaries of that location to a point in prolongation Westerly of the Southern boundary of location 6186; thence Easterly to the South-Western corner of that location; thence Southerly along the Eastern side of road No. 3922 to a point in prolongation Westerly of the Southern boundary of location 9422; thence Easterly to and along that boundary to a South-Westernmost corner of location 5917; thence Easterly, Southerly and again Easterly along boundaries of that location and onwards to the Eastern boundary of Kojonup Location 1530; thence Northerly, Easterly and Southerly along boundaries of locations 1530, 354 and 1528 to a South-Western corner of location 4573; thence Easterly along the Southernmost boundary of that location to a Western boundary of location 7225; thence Northerly, Easterly and again Northerly along boundaries of that location and onward to the Southernmost boundary of Williams Location 10044; thence Easterly along that boundary and onwards to and along the Southern boundary of location 10186 and again onwards to the Eastern side of road No. 1835; thence Northerly along that side to a South-Western corner of Williams Location 12198; thence Easterly, Southerly and again Easterly along boundaries of that location to the North-Western side of road No. 6543; thence North-Easterly along that side to a point in prolongation Westerly of the Northernmost boundary of location 13036; thence Easterly and Southerly to and along boundaries of that location to a South-Western corner of location 8729; thence South-Easterly, Easterly and Northerly along boundaries of that location to the Southernmost boundary of location 8732; thence Easterly along that boundary and onwards to the Western boundary of location 12242; thence Northerly and

South-Easterly along boundaries of that location to its North-Eastern corner; thence Easterly and Northerly to and along boundaries of locations 9177 and 9174 and onwards to a South-Western corner of location 9175; thence generally South-Easterly along the Southern boundaries of that location and onwards to the South-Western corner of location 9179; thence generally Southerly to and along the Western boundaries of location 12411 and onwards to the Northernmost corner of location 9011; thence Easterly, South-Easterly and Southerly along boundaries of that location and location 9009 and onwards along the Eastern boundaries of locations 6131, 3945 and Kojonup Location 2092 to the latter's South-Eastern corner; thence Westerly along its Southern boundary to a point in prolongation Northerly of the Eastern boundary of location 7394; thence Southerly to and along the Eastern boundaries of locations 7394, 1294 and 4926 to the latter's South-Eastern corner; thence North-Westerly along the Southern boundary of that location to a point in prolongation Northerly of a Western boundary of location 6973; thence Southerly, Westerly and again Southerly to and along boundaries of that location and onwards to the North-Western boundary of location 8534; thence generally North-Easterly and Southerly along boundaries of that location to the Northern boundary of location 5016; thence Easterly and Southerly along boundaries of that location and onwards to the Southern side of the Katanning-Nyabing Railway Reserve; thence North-Easterly along that side to a point in prolongation Northerly of the Eastern side of road No. 3706; thence Southerly to and along that side to a point in prolongation Easterly of the Northern boundary of location 6116; thence Westerly along that prolongation to the Western side of the aforementioned road; thence Southerly along that side and onwards to the Northern boundary of location 5333; thence Westerly and Southerly along boundaries of that location and onwards to the Northern boundary of location 6366; thence Easterly, Southerly, again Easterly and generally Southerly along boundaries of locations 6366 and 6367 and onwards to and along the Eastern boundary of location 3880 and again onwards to the North-Easternmost corner of location 6353; thence Westerly, Southerly and again Westerly along boundaries of locations 6353, 6352, 6357 and 6356 to the latter's Westernmost corner; thence North-Westerly to and along the South-Western boundary of location 6361 and onwards to the Eastern boundary of reserve 10038; thence Southerly, Westerly, Northerly and North-Westerly along boundaries of that reserve to the Southern boundary of location 5551; thence Westerly along that boundary to the Eastern boundary of location 3612; thence Southerly, Westerly and Northerly along boundaries of locations 3612 and 3332 and onwards to the Southern boundary of location 4310; thence Westerly along the Southern boundaries of location 4310, 7882, 6717, 6320, 6319 and 4184 and onwards to the Eastern boundary of Ewlyamartup Agricultural Area Lot 111; thence Southerly and Westerly along boundaries of lots 111 and 110 to a point in prolongation Northerly of the Western boundary of lot 115; thence Southerly along that prolongation to the centre line of a one chain road along the Northern boundary of lot 84; thence Westerly along that centre line and onwards to a point in prolongation Southerly of the Eastern boundary of lot 136; thence Northerly to the South-Eastern corner of that lot; thence Westerly along the Southern boundaries of lots 136, 186, 166, 16, 17 and 188 to the latter's South-Western corner; thence generally North-Westerly along the South-Western boundary of lots 188 and 13 to a point in prolongation Easterly of the Northernmost boundary of Kojonup location 1031; thence Westerly to and along that boundary and onwards to the Eastern boundary of location 3991; thence Southerly, Westerly, Northerly, again Westerly and again Southerly along boundaries of locations 3991 and 249 to a North-Eastern corner of location 1733; thence Westerly and Southerly along boundaries of that location to a North-Eastern corner of lot 7 of E. 10 of location 256 (as shown on Lands Title Office deposited diagram 2404); thence Westerly along the Northernmost boundary of that lot to the Eastern side of road No. 7387; thence Northerly along that side to a point in prolongation Easterly of the Southernmost boundary of

lot E26 of location 256; thence Westerly to and along that boundary and onwards to and along the Southern boundary of location 8789 to its South-Western corner; thence Northerly, generally Westerly and again Northerly along boundaries of locations 8791 and 8790 to a point in prolongation Easterly of the Southern boundary of location 1215; thence Westerly to and along that boundary and onwards to the Eastern boundary of location 2378; thence Southerly, Westerly; again Southerly, again Westerly and Northerly along boundaries of locations 2378 and 1220 to the Southern boundary of location 1164; thence Westerly along that boundary and onwards to the Eastern boundary of location 1165; thence Southerly and Westerly along boundaries of locations 1165 and 1684 and onwards to the Eastern boundary of location 914; thence Southerly, Westerly, Northerly and again Westerly along boundaries of locations 914 and 715 and onwards to the North-Eastern corner of location 3804; thence Southerly, Westerly, Northerly and again Westerly along boundaries of locations 3804 and 716 to the South-Western corner of location 1207; thence Northerly along the Western boundary of that location and onwards to the centre line of road No. 285 (Kojonup Road); thence South-Westerly along that centre line to a point in prolongation Southerly of the centre line of a one chain road along the Eastern boundary of location 2437; thence Northerly to and along that centre line and onwards to the Southern boundary of location 912; thence Easterly and Northerly along boundaries of that location and onwards to the centre line of a one chain road along the Southernmost boundary of location 1656; thence Easterly along that centre line and onwards to the centre line of a one chain road along the Western boundary of location 865; thence generally Northerly along that centre line of that road which passes along the Western boundaries of locations 865, 910, 1845, 1024, again 1845, 2896, 2745, reserve 9168, locations 1716 and 2123 to a point in prolongation Westerly of a Southern boundary of location 2749 and thence Easterly and Northerly to and along boundaries of that location to the starting point. (Public Plans 408D/40, 416B/40, 416C/40, 417A/40, 417D/40, 408/80, and 417/80.)

#### Schedule "B."

#### Ward Boundaries.

#### Central Ward.

All that portion of Katanning Road District bounded by lines starting at the South-Eastern corner of Kojonup Location 304 and extending Northerly along the Eastern boundaries of location 304 and lot E/41 of location 256 and onwards to the South-Eastern boundary of location 3051; thence North-Easterly and North-Westerly along boundaries of locations 3051 and 1388 to a point in prolongation South-Westerly of the North-Western boundary of lot E21 of location 256; thence North-Easterly to and along that boundary and onwards to the North-Eastern side of the Great Southern Railway Reserve; thence generally North-West along that side to the North-Westernmost corner of lot E6 of location 255; thence Easterly along the Northern boundaries of that lot and locations 1596 and 1619 to the Western side of road No. 7948; thence Southerly along that side and onwards to the Northernmost boundary of lot E8 of location 255; thence Westerly, Southerly and again Westerly along boundaries of that lot to the North-Eastern corner of lot 1 of location 255 (as shown on Lands Titles Office deposited diagram 9860); thence South-Easterly and Westerly along boundaries of lots 1 and 2 of location 255 (as shown on Lands Titles Office deposited diagram 11099) to the Eastern side of the Great Southern Railway Reserve; thence generally Southerly along that side to a point in prolongation Easterly of the Northern boundary of location 337; thence Westerly and Southerly to and along boundaries of that location to a point in prolongation Easterly of the Northern boundary of location 3116 and thence Westerly to and along that boundary and onwards to the starting point. (Public Plans 416B/40, 417A/40, and Katanning Townsite.)

## Moojebing Ward.

All that portion of Katanning Road District bounded by lines starting at the intersection of the Northern boundary of that Road District and the Southern side of the Great Southern Railway Reserve and extending generally North-Easterly, generally Easterly and generally Southerly along part of the Northern and Eastern boundaries of that Road District to the North-Eastern corner of Kojonup Location 6224; thence Westerly along the Northernmost boundary of that location and onwards to the Eastern boundary of location 5948; thence Southerly, Westerly, Northerly and again Westerly along boundaries of locations 5948, 1349 and 7401 and onwards to the Easternmost boundary of location 7810; thence Southerly, Westerly, again Southerly, again Westerly and Northerly along boundaries of that location to the South-Eastern corner of location 6816; thence Westerly and Northerly along boundaries of locations 6816 and 2190 to the Southern boundary of location 738; thence Westerly, Northerly and again Westerly along boundaries of locations 738, 3178, 4012 and 7888 to a South-Eastern corner of location 3122; thence Westerly, Southerly, and again Westerly along boundaries of that location to the North-Eastern corner of location 1364; thence Southerly, Westerly, again Southerly and again Westerly along boundaries of locations 1364 and 1362 and onwards to the Eastern boundary of location 2229; thence Southerly and Westerly along boundaries of that location to a point in prolongation Northerly of the Western side of road No. 2445; thence Southerly to and along that side to the South-Eastern corner of location 1093; thence generally Westerly along the Southern boundaries of locations 1093, 1376 and 3272 to a point in prolongation North-Easterly of the Northern side of road No. 9238; thence generally South-Westerly to and along that side and onwards along the Southern boundaries of locations 7287, 3180, 3329, 7602, 3726, 3291, the Northern portion of location 3434, locations 7892, 3107, 2137, 5876, 5912, 7650, 6591, 1232, 1427, 1055 and 1681, and again onwards along the Northern side of Ranford Road to the South-Eastern side of Moir Road; thence South-Westerly along that side and onwards to the Northernmost boundary of the Central Ward; thence Westerly along that boundary and onwards to the Western side of the Great Southern Railway Reserve and thence generally North-Westerly along that side to the starting point. (Public Plans 408D/40, 416B/40, 417A/40, 408/80, 417/80 and Pinwernying Townsite.)

## West Ward.

All that portion of Katanning Road District bounded by lines starting at the intersection of a Northern boundary of that Road District and the Southern side of the Great Southern Railway Reserve and extending generally South-Easterly along part of the Western boundary of the Moojebing Ward, the Western and Southern boundaries of the Central Ward to the Eastern side of the Great Southern Railway Reserve; thence generally South-Easterly along that side to the Southern boundary of the district and thence generally Westerly, Northerly and North-Easterly along parts of the Southern, the Western, and parts of the Northern boundaries of that district to the starting point. (Public Plans 416B/40, 416C/40, 417A/40 and 417D/40.)

## East Ward.

All that portion of Katanning Road District bounded by lines starting at the intersection of the Eastern boundary of that Road District and the Southern boundary of the Moojebing Ward and extending generally Southerly and Westerly along that Road District boundary to the Eastern boundary of the West Ward; thence generally North-Westerly along part of the Eastern boundary of that ward, the eastern and part of the Northern boundary of the Central Ward and part of the Southern boundary of the Moojebing Ward to the starting point. (Public Plans 416B/40, 417A/40, 417D/40 and 417/80.)

## ROAD DISTRICTS ACT, 1919-1948.

Geraldton Municipal District, Geraldton Road District and Greenough Road District.

## Notice of Intention.

Local Government Department,  
Perth, 9th November, 1951.

L.G. 7/51.

IT is hereby notified, for general information, that it is the intention of His Excellency the Governor under the provisions of the Road Districts Act, 1919-1948, to:—

(1) Sever from the Geraldton Road District that portion of the district as shown marked blue on plans deposited with the Department of Local Government, the Geraldton Road Board and the Geraldton Municipal Council and annex such severed portion to the Geraldton Municipal Council.

(2) Abolish all the wards of the Geraldton Road District.

(3) Abolish all the wards of the Greenough Road District.

(4) Unite the Geraldton Road District and the Greenough Road District into one district under the Road Districts Act.

(5) Assign to the united district the name of Geraldton-Greenough Road District.

(6) Divide the Geraldton-Greenough Road District into three wards to be known as the North, South and East Wards with boundaries as shown marked yellow on plans deposited with the Department of Local Government, the office of the Geraldton Road Board and the office of the Greenough Road Board.

(7) Describe the boundaries of the Geraldton-Greenough Road District.

(8) Declare the constitution of the Geraldton-Greenough Road Board to consist of nine members, three of whom shall be elected for each of the North, South and East Wards.

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

## ROAD DISTRICTS ACT, 1919-1948.

Nannup Road Board.

Local Government Department,  
Perth, 26th November, 1951.

P.W. 1404/46.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the carrying out of improvements to the Nannup Recreation Ground, reserve No. 9185, as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Nannup Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1948.

Lake Grace Road Board.

By-laws Governing Long Service Leave to be Granted to Employees of the Lake Grace Road Board.

P.W. 1179/27.

THE Lake Grace Road Board under and by virtue of the powers conferred on it in that behalf by the Road Districts Act, 1919-1948, and all other powers enabling it doth hereby make and publish the following by-laws:—

(1) In the interpretation of these by-laws the following words shall have the meanings assigned to them hereunder:—

(a) "Board" means the Lake Grace Road Board.

(b) "Continuous Service" means service in the employment of this Board during which an employee has not been absent from the service of the Board for a continuous period of more than two days or an aggregate period of more than 10 days without leave of absence being granted by the Board.

(2) All employees of the Board shall after each period of 10 years' continuous service as permanent full-time employees thereof commencing from 1st January, 1941, be entitled to three months' long service leave. Long service leave to be taken at the convenience of the Board, which will as far as possible, meet with the wishes of the employee, but the Board may require the employee to take leave by giving not less than three months' notice.

(3) Absence on account of sickness shall not be deemed to be a break in continuity of service, providing the period of absence shall not exceed three months in any year, unless otherwise decided by the Board.

(4) (a) Employees due to take long service leave shall be paid their salary or wage for the period thereof at the rate equivalent to the salary paid in the week immediately preceding the taking of long service leave; (b) the Board may at its discretion either (1) pay to an employee his wages or salary periodically during long service leave, or (2) pay to the employee in advance a sum representing the amount of his wages or salary for the period of his long service leave.

(5) Employees shall not be entitled to long service leave until the completion of 10 years' service. After the completion of the first 10 years, employees will then be entitled to a *pro rata* payment if they leave the service of the Board before the next period is completed.

(6) In the event of the resignation, retirement, or death of an employee the Board may pay to such employee (or in the case of death, to his personal representative, or if there be none to his dependants) the sum of money equal to his wages or salary for the period of long service leave which the Board was empowered under these by-laws to grant to such employee at the date of his resignation, retirement, or death or if the Board after consideration of all the circumstances directs that the death of an employee be presumed the Board may authorise the payment to the dependants of the employee a sum equivalent to the amount of wages or salary which would under these by-laws have been granted the employee immediately prior to the date of his death, such date to be determined by the Board.

(7) An employee dismissed by the Board except in the matter of retrenchment shall not be paid any sum in pursuance of these by-laws.

(8) Long service leave shall be considered as a special period of recuperation after a lengthy term of service, with a view to fitting the employee for a further term, and during such leave no employee shall undertake any form of employment for hire or reward, unless by special permission of the Board. Any contravention of this by-law shall entitle the Board to dismiss the employee from its service, and to cease paying or to recover any amounts paid in advance on account of long service leave.

Passed by the Lake Grace Road Board at an ordinary meeting of the Board held on Saturday, 8th September, 1951.

D. L. ELLIOTT,  
Chairman.

WM. COLQUHOUN,  
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 21st day of November, 1951.

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

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

Victoria Plains Road Board.  
Local Government Department,  
Perth, 26th November, 1951.

P.W. 1310/28.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a bulldozer as a work and under-

taking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Victoria Plains Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

#### SUPERANNUATION, SICK, DEATH, INSURANCE, GUARANTEE AND ENDOWMENT (LOCAL GOVERNING BODIES' EMPLOYEES) FUNDS ACT, 1947.

Pingelly Road Board.

Local Government Department,  
Perth, 26th November, 1951.

L.G. 572.

HIS Excellency the Governor in Executive Council, acting under the provisions of section 3 of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, has been pleased to approve of the endowment Scheme described in the First Schedule hereto and formulated by the Pingelly Road Board (a Corporation within the meaning and for the purposes of the said Act); and further to approve the agreements described in the Second Schedule hereto as necessary or convenient for carrying into operation or for facilitating the operation of the Endowment Scheme.

GEO. S. LINDSAY,  
Secretary for Local Government.

#### First Schedule.

Pingelly Road Board Scheme dated the 25th day of September, 1951, for establishing and administering an Endowment Fund under the provisions of the Superannuation, Sick, Death, Insurance, Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the Regulations made thereunder and published in the *Government Gazette* on the 2nd day of August, 1949.

#### Second Schedule.

Agreement between the Australian Mutual Provident Society and the Committee of the Pingelly Road Board Staff Contributing Endowment Fund dated 4th day of October, 1951.

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

Goomalling Road Board.  
Local Government Department,  
Perth, 21st November, 1951.

P.W. 711/47.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a motor truck as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Goomalling Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

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

Dumbleyung Road Board.  
Local Government Department,  
Perth, 26th November, 1951.

P.W. 287/32.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of (1) Dumbleyung Lot 71 and the house erected thereon, (2) a tractor fitted with bulldozer attachments, as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Dumbleyung Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1948.

Serpentine-Jarrahdale Road Board.

Local Government Department,  
Perth, 26th November, 1951.

P.W. 323/37.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a tractor bulldozer with accessories and two tip trucks as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Serpentine-Jarrahdale Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

## DOG ACT, 1903-1948.

Nungarin Road Board.

By-laws—Dogs.

P.W. 503/39.

THE Nungarin Road Board, under and by virtue of the powers conferred on it in that behalf by section 34A of the Dog Act, 1903-1948, and all other powers enabling it, doth hereby make and publish the following by-laws:—

1. All dogs in the Nungarin Road District shall be chained or be otherwise under effective control, from sunset to sunrise.

2. Any police officer or Board officer, is hereby authorised to destroy any dog not so chained or kept under control and found wandering at large.

3. Penalty not exceeding £10.

Passed at a meeting of the Nungarin Road Board on the 9th October, 1951.

H. H. WATERHOUSE,  
Chairman.

T. R. BENNETT,  
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 21st day of November, 1951.

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

## THE DOG ACT, 1903-1948.

Kojonup Road Board.

By-law to Prohibit Dogs in Albany Highway.

P.W. 1408/37.

THE Kojonup Road Board pursuant to an Order in Council under the Dog Act, 1903-1948, and all other powers enabling it doth hereby make and publish the following by-law:—No person, being the owner of a dog, shall permit such dog to be in Albany Highway within the Kojonup Townsite between Katanning Road and the Southern boundary of Kojonup Townsite unless held on a leash.

Any person committing a breach of this by-law shall be liable to a penalty of five pounds.

Passed by resolution of the Kojonup Road Board at a meeting held on the 16th day of October, 1951.

E. C. JONES,  
Chairman.

J. W. TUNSTILL,  
Acting Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 21st day of November, 1951.

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

## THE ROAD DISTRICTS ACT, 1919-1948.

Bridgetown Road Board.

By-laws for the Management and Use of the Bridgetown Hall and any other Buildings under the Control of the Board.

P.W. 719/28.

WHEREAS by the Road Districts Act, 1919-1948, the road board of any district is empowered to make by-laws for all or any of the purposes mentioned in the said Act: Now, therefore, the Bridgetown Road Board, in pursuance of the powers vested in the said Board under and by virtue of the said Act and of any other authority enabling it in that behalf, do hereby make the following by-laws:—

1. Interpretation Clause.—In the construction of these by-laws—

(a) the word "Board" shall mean the Bridgetown Road Board;

(b) the word "building" shall mean and include any hall, room, or corridor or stairway, or annex of any such hall or room under the control of the Board.

2. Applications for the hire of any building and furniture shall be made in writing to the Secretary of the Board not less than 24 hours before the time that such building and furniture are required and shall state the purpose for which the building and furniture are required.

3. The name and place of abode of the actual and responsible person or persons hiring any building and furniture shall be given in the application for the use of the building and furniture. The hirer of any building under the attached Schedules shall not be entitled to the use of the bio room.

4. The rent of the main hall, lesser hall, room, and furniture (inclusive of the use of the crockery-ware) shall be paid with each application and shall be as follows:—

	Town Hall.			Lesser Hall.		
	£	s.	d.	£	s.	d.
Travelling companies, up to 12 midnight	4	0	0	2	0	0
Entertainments (local) up to 12 midnight	3	10	0	1	15	0
Dances up to 12 midnight	4	10	0	3	0	0
Bazaars, fetes, afternoon teas	3	10	0	1	15	0
Political meetings	2	0	0	1	0	0
Meetings or lectures without charge	1	10	0	1	0	0
Meetings or lectures with charge	2	10	0	1	10	0
Religious services—day	1	0	0	15	0	
Religious services—night	1	15	0	1	0	0
Rehearsals—day, decorating		10	0	5	0	
Rehearsals—night, decorating	1	10	0	1	0	0
Entertainments, with dance to follow up to midnight	4	10	0	3	0	0
Sample room, etc.—day	2	0	0	1	10	0
Sample room, etc.—night	3	0	0	2	0	0

After midnight 10s. per hour or part thereof for main hall, and 5s. per hour for lesser hall.

Deposits—Main hall, £2; lesser hall, £1.

Full hire to be paid on booking for:—Meetings and lectures, rehearsals, religious services and sample rooms.

5. The hours for which any building and furniture may be hired shall be:—Day, 9 o'clock a.m. to 7 o'clock p.m.; night, 7 o'clock p.m. to 12 midnight.

6. The Board may at any time demand that the hirer shall, prior to the term of engagement, deposit an amount estimated to cover any damage that might occur during the term of engagement.

7. The Board reserves the right to refuse by an absolute majority to let any building and furniture to any applicant for the hiring of the same, without assigning any reasons for such refusal.

8. The Board, by an absolute majority, may at any time cancel any agreement made for the hiring of any building and furniture.

9. In the event of two or more applications being made for the hire of any building, and furniture for the same date and hour, the Board may, without considering priority of application, determine to which applicant the hire of such building and furniture shall be granted.

10. The hirer of any building shall comply with the provisions of the Health Act, Entertainment Tax Act, and any other Act in force for the time being applicable to such hirings and use of the building.

If in the opinion of the Board all the necessary actions have not been taken to comply with the provisions of the Acts abovementioned or any other Acts in force, the Board may at any time prior to or during the term of engagement forbid and prevent the use of such building.

The hirer must accept full responsibility in the event of any dispute arising in connection with the compliance of the provisions necessary under this by-law.

11. In the event of the use of any building being forbidden or prevented under the last preceding by-law, the hirer shall forfeit the full amount payable for the hire of such building as if the hire had been duly fulfilled, and the Board shall not be responsible to the hirer for any loss or damage incurred by the hirer.

12. No spirituous liquors, wine, ale, beer, porter, cider or perry shall be brought into or consumed in any building, except when permitted by the Board in writing.

13. No person shall smoke any tobacco, cigar, cigarette, or objectionable substance, nor strike or otherwise ignite any light in any main hall during any ball or public entertainment, or at any gathering of persons in the said building, whether such persons have been admitted by the payment of money or otherwise, except at a banquet, smoke social, or private entertainments.

13A. No furniture shall be removed, except under the supervision of the caretaker or other person appointed by the Board.

14. No person shall, in any part of the building—

- (a) enter or be allowed to enter whilst intoxicated;
- (b) use profane or improper language;
- (c) be guilty of any misbehaviour whatsoever;
- (d) damage, mark, or deface any wall or other part of the building. Any person who does, permits, or suffers any such damage shall be liable to pay the cost of all such damages in addition to any penalty imposed by these by-laws;
- (e) stand, loiter, or cause any obstruction whatsoever in the entrance halls, exits, or passageways of any buildings. (Any person so doing shall immediately desist, on being requested to do so by the secretary or other person duly authorised by the Board, or police constable, whether in uniform or otherwise.)

15. No person shall remove the piano from the floor of the main hall to the stage, or *vice versa* without the permission of the Board.

16. No offensive impersonations or representations of living persons, or anything calculated to produce a disturbance, riot, or breach of peace, shall be permitted in any building.

16A. The hirer of any hall or room shall maintain and keep good order and decent behaviour in such hall or room and shall be solely and entirely responsible for the carrying out of these by-laws, and for any damage done to the buildings, fixtures, fittings, furniture or crockeryware and shall pay such damages as shall be assessed by the Board. Any article of crockeryware not accounted for or in broken or cracked condition shall be paid for at current rates or prices.

17. The secretary of the Board or any other person duly authorised by the Board, or police constable, shall be permitted free ingress to the building or any part thereof, and every facility shall be given them for enforcing these by-laws.

18. Every person who does, permits, or suffers any act, matter, or thing contrary to any of these by-laws, or commits, or permits any breach or neglect thereof, shall be deemed guilty of an offence against these by-laws and shall be liable to a penalty not exceeding £20 for every such offence.

19. This by-law repeals any existing by-law for the management and use of the Bridgetown hall and any other buildings under the control of the Board.

Passed by resolution of the Bridgetown Road Board at a meeting held on 7th September, 1951.

H. O. MOORE,  
Chairman.

E. C. SIGGINS,  
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 21st day of November, 1951.

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

#### MANDURAH ROAD BOARD.

##### Camping Ground Charge.

PUBLIC notice is hereby given that the Mandurah Road Board did on the 19th November, 1951, resolve that the ground rent for camping on the Board's camping grounds on and after the 1st December, 1951 will be 15s. 0d. per week or 2s. 6d. per day for any lesser period.

N. F. HAYNES,  
Secretary-Engineer.

#### CATTLE TRESSPASS, FENCING AND IMPOUNDING ACT AND ROAD DISTRICTS ACT.

Nannup Road Board—Appointment of Poundkeeper. IT is hereby notified, for general information, that at a meeting of the Board held on 17th November, 1951, it was resolved that Miss Olive Trew, of Nannup, be appointed Poundkeeper.

All previous appointments are hereby cancelled.

S. E. FORD,  
Chairman.

C. GILBERT,  
Secretary.

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

##### Tambellup Road Board.

##### Notice of Intention to Borrow—Loan No. 5.

NOTICE is hereby given that at the meeting of the Board held on the 11th July, 1951, the Tambellup Road Board resolved to borrow the sum of £2,000 (two thousand pounds) to be expended on works and undertakings in the Tambellup Road District. The said works and undertakings being the erection of a cement brick and tile roof, employee's residence.

All particulars, showing the proposed expenditure of the money to be borrowed are open for inspection by ratepayers at the office of the Tambellup Road Board, situated in Norrish Street, Tambellup, for one calendar month after the last publication of this notice, between the hours of 8.30 a.m. and 5 p.m. on week days, with the exception of Saturdays.

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 after the issue thereof. Such debentures shall bear interest at the rate of four pounds two shillings and sixpence (4½ per cent.) per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon, is to be paid to the Superannuation Board, Perth.

Dated this 22nd day of November, 1951.

F. C. HILDER,  
Chairman.

S. F. HOWARD,  
Secretary.

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

##### Victoria Plains Road Board.

##### Notice of Intention to Borrow—Loan No. 4 of £3,000.

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



and undertakings in the Victoria Plains Road District, the said works and undertakings being the purchase of roadmaking machinery, namely, one diesel bulldozer.

Plans and specifications and an estimate of the cost of the said works and undertakings, and a statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and initial expenditure in connection with the raising of the loan, are open for inspection at the office of the Board for one month after the publication of this notice, during office hours.

The amount of £3,000 is proposed to be raised by the sale of debentures repayable with interest by 20 equal half-yearly instalments over a period of 10 years after the issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding four pounds two shillings and sixpence per centum (£4 2s. 6d. %) 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 loan is proposed to be raised will, in the opinion of the Board, be of benefit to the whole of the Victoria Plains Road District, and any loan rate applicable to such loan will be levied on all rateable land within the said district.

Dated this 17th day of October, 1951.

J. D. MILNER,  
Chairman.

J. R. WOODS,  
Secretary.

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

##### Perth Road Board.

#### Notice of Intention to Borrow—Proposed Loan of £16,000.

NOTICE is hereby given that at a meeting held on 20th November, 1951, the Perth Road Board resolved to borrow the sum of sixteen thousand pounds (£16,000) for the purchase of a grader, roller, power loader, tractor and loader, two trucks, utility, bitumen heater, two metal spreaders, level and staff, and power saw.

It is proposed to raise this sum by the sale of debentures, repayable with interest by 20 equal half-yearly instalments over a period of 10 years after date of issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at the rate not exceeding four pounds two shillings and sixpence (£4 2s. 6d.) per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the office of the Board, Ground Floor, Cecil Building, Sherwood Court, Perth.

An estimate and statement showing the proposed expenditure of the money to be borrowed is open for inspection at the office of the Perth Road Board for one month from the publication hereof, between the hours of 10 a.m. and 4 p.m. on week days, except Saturday.

The undertaking for which the loan is proposed to be raised will, in the opinion of the Board be of special benefit to the whole of Perth Road District and any loan rate applicable to such loan will be levied on the rateable land within the district.

Dated this 26th day of November, 1951.

W. F. S. BARDON,  
Chairman.

W. E. STOCKDALE,  
Secretary.

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

##### Cunderdin Road Board.

#### Notice of Intention to Borrow.

#### Proposed Loan No. 17 of £6,500.

NOTICE is hereby given that the Cunderdin Road Board proposes to borrow the sum of six thousand, five hundred pounds (£6,500) to be expended on the purchase of plant, viz.:—one road grader, one tip truck and one ripper.

A statement showing details of the proposed expenditure of the money to be borrowed, including initial expenditure in connection with the raising of the loan, is open for inspection at the office of the Board, Cunderdin, for one month from the publication hereof, between the hours of 9 a.m. to 5 p.m. from Monday to Friday (inclusive) and on Saturdays from 9 a.m. to 11.30 a.m.

The amount of £6,500 is proposed to be raised by the sale of debentures, repayable with interest by sixteen (16) half-yearly instalments over a period of eight (8) years after the date of issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding four and one-eighth ( $4\frac{1}{8}$ ) per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the Board's office, Cunderdin.

Dated this 26th day of November, 1951.

G. F. DENNIS,  
Chairman.

A. S. ANDREW,  
Secretary.

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

##### Tammin Road Board.

#### Notice of Intention to Borrow.

#### Proposed Loan No. 7—£1,000.

NOTICE is hereby given that the Tammin Road Board proposes to borrow the sum of £1,000 (one thousand pounds) to be expended on works and undertakings in the Tammin Road District, the said works and undertakings being the erection of pavilions and the construction of grass tennis courts on the recreation ground at Tammin.

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

The amount of £1,000 is proposed to be raised by the sale of debentures repayable with interest by 60 equal half-yearly instalments over a period of 30 years after date of issue hereof, in lieu of the formation of a sinking fund. The debentures will bear interest at the rate of £3 10s. per cent. per annum, payable half-yearly. The amount of the debentures and interest to be payable at the office of the Tammin Road Board, Tammin.

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 Tammin Road District, and any loan rate applicable may be levied on all rateable land in the district.

R. B. NOTTAGE,  
Chairman.

J. SMITH,  
Secretary.

#### THE TRAFFIC ACT, 1919-1948.

##### Upper Blackwood Road Board.

NOTICE is hereby given that Mr. Timothy Joseph Ducey has been appointed Assistant Traffic Inspector to the Upper Blackwood Road Board, *vice* Mr. Henry Phillips Bostock, whose appointment is hereby cancelled.

H. R. CONNOLLY,  
Secretary.

#### TRAFFIC ACT, 1919-1950.

##### Lake Grace District Road Board.

##### Lake Grace Road Board.

NOTICE is hereby given that William Colquhoun, has been appointed Traffic Inspector to the Lake Grace Road Board.

Dated this 19th day of November, 1951.

D. L. ELLIOTT,  
Chairman.



## AGRICULTURE PROTECTION BOARD ACT, 1950.

Department of Agriculture,  
Perth, 27th November, 1951.

Ex. Co. No. 2212.

NOTICE is hereby given that His Excellency the Governor in Executive Council, acting pursuant to section 5 of the Agriculture Protection Board Act, 1950, has been pleased to appoint the following nominee of the Minister as a member of the Agriculture Protection Board for the purposes of the said Act in the place of Mr. A. G. Paterson

(deceased):—K. P. D. Paterson, 3 Havelock Street, West Perth, to represent the pastoral industry.

Dated the 21st day of November, 1951.

(Sgd.) G. B. WOOD,  
Minister for Agriculture.

Approved by His Excellency the Governor in Executive Council 21st November, 1951.

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

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

*Accepted Tenders.*

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
1004/51	1951. Nov. 23	A. Harman & Son Pty., Ltd.	423A, 1951	1 only 15D Type Excavator with Diesel Engine, as specified per Item 1, delivered ex Works, Melbourne, Victoria	Charcoal Iron and Steel Industry	£7,485.
1000/51	do.	C. A. Parsons & Co., c/o Wm. Adams & Co., Ltd.	410A, 1951	3 only 6,000 K.V.A. Outdoor Type Transformers, as per Item 1 as specified, delivered S.E.C. Store, Perth, 36-39 weeks ex Works	S.E.C. ....	£12,037 16s. 7d. each.
1160/51	do.	Bunge (Aust.) Pty., Ltd.	472A, 1951	Belgian Flat Mild Steel Sections, as per Items 1, 3, 4 and 5 as specified, delivered ex Mill 3-4 months	State Engineering Works	£75 3s. per ton 2,240 lb.
1093/51	do.	.....	451A, 1951	Goodyear Conveyor Belting, as specified, delivered F.O.R. Fremantle, as follows:—	Public Works	
		Harris Scarfe & Sandovers, Ltd.	....	Item 1 ....	....	Rates, etc., on application.
		Wm. Adams ....	....	Item 2 ....	....	do. do.
		Hardie Trading Co., Ltd.	....	Item 3 ....	....	do. do.
1107/51	do.	Jason Industries Pty., Ltd.	441A, 1951	Sterilising Equipment as specified in Items 1 to 10 (inclusive), delivered F.O.R. or where directed Perth	Health ....	do. do.
1272/51	do.	E. D. & C. Williams	574A, 1951	Wandoo Stringers and Corbels, as specified in Items 3 and 4, delivered at site Bridge East Branch Moore River	Main Roads Dept.	do. do.
1026/51	do.	Harris Scarfe & Sandovers, Ltd.	418A, 1951	13,200 yards Screened Paper Insulated Cable, as specified in Item 1, delivered S.E.C. Store, Perth, on 220 yard Drums	S.E.C. ....	£52,587.
		Geo. Wills, Ltd. ....	....	Item 2—4,400 yards Cable, delivered F.O.R. Melbourne, on 500 yard Drums	....	12s. per yard.
1168/51	Nov. 22	L. M. Lovick	475A, 1951	200 Cords 5 ft. Firewood, delivered as specified where and as directed by State Batteries, Laverton	Mines ....	£4 5s. per cord.
1375/51	do.	Dunn Bros. ....	559A, 1951	100 Tubular Chairs, as specified in Item 1, delivered to Women's Home, Mt. Henry	Public Works ....	£9 18s. 6d. each.
1376/51	do.	S.S. Engineering Pty., Ltd.	566A, 1951	Experimental Sponge Iron Polishing Unit, as specified in Item 1	D.I.D. ....	Rates, etc., on application.
1321/51	do.	D. Lynn ....	530A, 1951	Purchase and Removal of 1 only Second-hand International Tip Truck, as it now stands at Jewell Street, East Perth, as specified in Item 1	Public Works ....	£260.
1377/51	do.	W. H. R. Hawkins ....	560A, 1951	Jarrah Chairs and Students' Tables for Teachers' College, Claremont, as specified in Items 1 and 2, delivered to Teachers' College, Claremont, as follows:—	do.	
				Item 1 ....	....	£1 11s. 6d. each.
				Item 2 ....	....	£3 5s. each.
706/51	Nov. 21	Various ....	....	Burial of Aged Pensioners and Destitute Persons during the year 1952 at various centres	Child Welfare ....	Rates, etc., on application.

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

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1951.			1951.
Nov. 29 ....	633A, 1951	Firewood for No. 8 Pumping Station 1951 (Recalled) ....	Dec. 6
Nov. 15 ....	611A, 1951	Coarse Salt for Hides ....	Dec. 6
Nov. 15 ....	614A, 1951	Consumers Anhydrous Ammonia ....	Dec. 6
Nov. 20 ....	619A, 1951	Tuning Pianos for Education Department ....	Dec. 6
Nov. 20 ....	620A, 1951	Steam Heated Coppers ....	Dec. 6
Nov. 20 ....	626A, 1951	Second-hand Pianos ....	Dec. 6
Nov. 20 ....	627A, 1951	Supply of Plan Printing Paper and Linen ....	Dec. 6
Nov. 20 ....	628A, 1951	Paper Supplies for Government Printer ....	Dec. 6
Nov. 20 ....	622A, 1951	Air Compressors and Receivers for Tomlinson's Ejector Station ....	Dec. 13
Nov. 22 ....	624A, 1951	Galvanised Water Pipe ....	Dec. 13
Nov. 22 ....	629A, 1951	Glazed Tiles and Soap Holders ....	Dec. 13
Nov. 20 ....	630A, 1951	Electrical Pumping Equipment for Claremont Mental Hospital ....	Dec. 13
Nov. 13 ....	608A, 1951	Pumping Plant for Brunswick Town Water Supply ....	Dec. 13
Sept. 6 ....	449A, 1951	Transformers, 500 K.V.A. 3 Phase ....	Dec. 13
Oct. 30 ....	547A, 1951	Lathe Shaper and Hydraulic Press for Wundowie Charcoal Iron and Steel Industry ....	Dec. 13
Nov. 1 ....	552A, 1951	Venturi Meters for Mundaring Weir ....	Dec. 13
Nov. 27 ....	635A, 1951	Electricity Meters ....	Dec. 20
Nov. 27 ....	640A, 1951	Radio Equipment ....	Dec. 20
Nov. 29 ....	641A, 1951	Exhaust Fan Unit for Fremantle Hospital ....	Dec. 20
Sept. 25 ....	492A, 1951	Lifting Jacks, 10-15 ton capacity ....	*Dec. 20
Jan. 16 ....	23A, 1951	Gas Making and Ancillary Plant ....	Extended to
Oct. 25 ....	535A, 1951	Regulating Valve for Mundaring Weir ....	*Dec. 20
Oct. 25 ....	543A, 1951	Communication Equipment and Sundry Electronic Equipment ....	Dec. 20
Nov. 20 ....	621A, 1951	Steam Pile-driving Winches ....	Dec. 20
Nov. 22 ....	625A, 1951	Experimental Coking Unit ....	Dec. 20
Oct. 23 ....	534A, 1951	Pumping Machinery for Collie Sewerage Pumping Station ....	1952. Extended to Jan. 10
Oct. 25 ....	532A, 1951	Pumping Machinery for Subiaco Sewerage Pumping Station ....	Extended to Jan. 10
Sept. 27 ....	495A, 1951	Transformers, 20 M.V.A. for East Perth Power Station ....	Jan. 10
Nov. 15 ....	623A, 1951	Pumping Machinery for Collie Sewerage Pumping Station No. 2 ....	Extended to Jan. 10
Nov. 20 ....	631A, 1951	Pumping Machinery for Subiaco Sewerage Pumping Station No. 7 ....	Extended to Jan. 10
July 3 ....	302A, 1951	Hydro-electric Turbine for Wellington Dam ....	*Jan. 17
Oct. 25 ....	542A, 1951	*Demineralisation Water Treatment (Documents chargeable—£1 ls. first copy and 5s. 3d. each for subsequent copies)....	*Jan. 24
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
Nov. 27 ....	634A, 1951	†22,000 Volt Switch Gear ....	Feb. 28
Aug. 13 ....	372A, 1951	†30,000 Kilowatt Turbo-Alternators with Condensing Plant, Step-up and Unit Transformers for Bunbury Generating Station ....	Mar. 13
Aug. 13 ....	373A, 1951	†Station Building and Combustion Equipment for Bunbury Generating Station ....	Mar. 13

\* Particulars also available from office of the Agent General for Western Australia in London.

† Documents chargeable—£2 2s. for first copy, 10s. 6d. each for subsequent copies.

*For Sale by Tender.*

1951.			1951.
Nov. 13 ....	602A, 1951	Plant and Machinery, ex The Grain Distillery, Collie ....	Dec. 6
Nov. 15 ....	613A, 1951	Pumping Machinery ....	Dec. 6
Nov. 20 ....	616A, 1951	Chevrolet Sedan, 1937 model ....	Dec. 6
Nov. 22 ....	632A, 1951	Imported Corrugated Asbestos (Damaged) ....	Dec. 13
Nov. 27 ....	637A, 1951	Chevrolet Sedan, 1940 Model ....	Dec. 13
Nov. 27 ....	638A, 1951	Steel Wheeled Fordson Kerosene Tractor ....	Dec. 13
Nov. 26 ....	639A, 1951	Hornett Power Saw (Recalled) ....	Dec. 20
Nov. 27 ....	636A, 1951	Chevrolet Utility 1929 Model ....	Dec. 20

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.

29th November, 1951.

A. H. TELFER,  
Chairman

## WORKERS' COMPENSATION ACT, 1912-1949.

Workers' Compensation Board,  
Perth, 21st November, 1951.

IT is hereby published for general information that His Excellency the Governor in Executive Council, acting pursuant to section 25 (13) of the Workers' Compensation Act, 1912-1949, has been pleased to direct that Walter Hodsdon, of 54 Lawler Street,

Subiaco, the nominee of the Australian Labour Party, Western Australian Branch, to the Workers' Compensation Board, shall be at liberty to continue in office as a member of such Board as from the 13th day of December, 1951, at the said Governor's pleasure.

R. A. WOOD,  
Registrar,  
Workers' Compensation Board.

## APPOINTMENTS

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

Registrar General's Office,  
Perth, 28th November, 1951.

THE following appointments have been approved:—

R.G. No. 138/47—Sergeant Leslie Walter Menzel, to act temporarily as Assistant District Registrar of Births and Deaths for the Fremantle Registry District, to maintain an office at North Fremantle, during the absence on sick leave of Sergeant Harold Thomson; appointment to date from 20th November, 1951.

R.G. No. 66/45—Constable Percival Frederick Mohr, to act as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Toodyay, *vice* Constable William Keith George Smith; appointment to date from 6th November, 1951.

R.G. No. 110/41—Constable Derek Walter Theodore La Brooy, to act temporarily as Assistant District Registrar of Births and Deaths for the Irwin Registry District, to maintain an office at Perenjori, during the absence on leave of Constable Charles William Frank Butcher; appointment to date from 19th November, 1951.

C. R. MUIRSON,  
Acting Registrar General.

## REGISTRATION OF MINISTERS.

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

Registrar General's Office,  
Perth, 28th November, 1951  
Appointments.

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

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

*Roman Catholic Church.*

23/51; 26/11/51; Rev. Hermanus Antonius Hubertus Pieters; Redemptorist Monastery, Vincent Street, North Perth; Perth.

23/51; 26/11/51; Rev. Jerome Docherty, O.S.B.; Benedictine Abbey, New Norcia; Moora.

23/51; 20/11/51; Rev. Noel James Tobin; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.

## Cancellation.

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.

*Church of England.*

22/51; 22/11/51; Rev. Basil Mills Fletcher-Jones, M.A.; St. George's College, Crawley; Perth.

*Elim Four Square Gospel Church.*

68/42; 1/11/51; Pastor Frederick Gordon Murray, Th.L.; 39 Rupert Street, Subiaco; Perth.

C. R. MUIRSON,  
Acting Registrar General.

IN THE COURT OF ARBITRATION  
OF WESTERN AUSTRALIA.

No. 5 of 1951.

Between State Executive, Australasian Society of Engineers' Industrial Association of Workers; Coastal District Committee Amalgamated Engineering Union Association of Workers; Boilermakers' Society of Australia Union of Workers, Coastal District, W.A.; Federated Moulders (Metals) Union of Workers, Perth, and Electrical Trades Union of Workers of

Australia (Western Australian Branch), Perth, Applicants, and Saunders and Stuart Pty. Ltd.; Forwood Down (W.A.) Ltd., and others, as per Schedule attached, Respondents.

The Court of Arbitration doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

## Award.

## 1.—Title.

This Award shall be known as the "Metal Trades' Award, 1951," and replaces Award No. 64 of 1947, as amended, and Award No. 90 and 91 of 1947, as amended, and Award No. 13 of 1951.

## 2.—Arrangement.

1. Title.
2. Arrangement.
3. Definitions.
4. Respondents.
5. Area.
6. Term.
7. Contract of Service.
8. Breakdowns, etc.
9. Wages.
10. Piecework.
11. Higher Duties.
12. Special Rates and Provisions.
13. Outside Work.
14. Under-rate Workers.
15. Hours.
16. Overtime.
17. Shift Work.
18. Part-time Employment.
19. Holidays.
20. Absence through Sickness.
21. Board of Reference.
22. Apprentices.
23. Junior Workers.
24. Cadets.
25. Representatives Interviewing Workers.
26. Record.
27. Female Workers.

## 3.—Definitions.

## General.

(1) "Process worker" means a worker engaged on repetition work on any automatic, semi-automatic, or single-purpose machine, or any machine fitted with jigs, gauges, or other tools rendering operations mechanical or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.

(2) "Casual worker" (see clause 9 (b)), subject as hereinafter mentioned, means a worker employed for less than one (1) week, but does not include a worker picked up for the purpose of unloading pig iron, scrap iron and coke in the cast pipe section.

(3) "Junior" means a male or female worker under the age of 21 years and who is not employed as an apprentice.

## General Engineering Section.

(4) "Patternmaker" means a tradesman engaged in the making of patterns in wood.

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

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

(7) "Heat treater" means a tradesman who is required to apply general trade experience as a heat treater and who carries out the operation of heat treatment to produce in the materials treated such requirements as hardness, toughness, ductility, resistance to abrasion, elasticity, tensile strength, machinability and resistance to creep, and who works to limits in size, shape and straightness in tool work.

(8) "First-class machinist" means a tradesman who is partly or wholly engaged in setting up and operating the following machines:—Lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine and grinding machine.

(9) "Second-class machinist" means an adult not engaged as a tradesman and who is not required to work from drawings or prints required to be scaled and/or measured from drawings or prints, or to make precision measurements, but who is engaged in operating or in the setting up and operating of machines enumerated in the definition of "first-class machinist"; or who is engaged operating a key-seating machine, or a second-class brass finisher or as a pipe fitter on low pressure work.

(10) "Third-class machinist" means a machinist, not being a process worker, who operates any machine set up by a tradesman or any machine the setting up of which does not require the knowledge or skill of a second-class machinist.

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

(12) "Motor vehicle assembler" means a worker engaged in assembling and putting together the parts of a motor vehicle as received from the maker, but does not include a worker engaged in any work in the nature of altering or adjusting such parts, which is the work of a motor mechanic or a motor cycle mechanic.

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

(14) "Cycle mechanic" means a worker engaged in building, brazing, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts of a pedal cycle.

(15) "Cycle assembler" means a worker engaged in assembling and putting together and adjusting the parts of a pedal cycle as received from the maker.

(16) "Locksmith" means a tradesman engaged in the making (except in quantities by manufacturing methods) and/or repairing of locks, and the mechanism of safe and strongroom doors.

#### Electrical Section.

(17) "Automotive electrical fitter" means a worker engaged in the manufacture and repair of the starting, lighting, and ignition equipment of motor vehicles (including motor cycles).

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

(19) "Electrical installer" means a worker engaged in the installation of electric lighting, electric meters, bells, telephones, or motors, and apparatus used in connection therewith, and includes a worker engaged in the running, repairing and testing of wires used for lighting, heating or power purposes. The term does not include a worker who fixes a motor on a concrete bed or who erects metal frames for the support of apparatus used in connection with the generation or distribution of electricity. Provided however that a worker employed as a linesman or meter fixer shall not be classed as an electrical installer.

(20) "Battery fitter" means a tradesman engaged in the erection, overhauling and repairing of storage batteries.

(21) "Battery attendant" means a worker who carries out testing, topping up, cleaning, charging, and discharging, removing, and replacing storage batteries.

#### Electroplating Section.

(22) "Electroplater—first class" means an adult worker who maintains the solutions used and is responsible for the electroplating of ware.

(23) "Electroplater—second class" means an adult worker not responsible for the solutions used and engaged mainly on electroplating (including work on the barrel-plating system).

(24) "Wet process worker" means an adult worker engaged in repetition work in any electroplating or allied wet process.

#### Boilermaking and Ship Construction Section.

(25) "Boilermaking and ship construction" means the fabrication, erection, and/or repairing of steel or iron ships or of boilers or other vessels subject to greater pressure than the weight of their contents, but does not include drilling by stationary machines.

(26) "Tradesman" means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping, and working rivet busters.

#### Steel Construction Section.

(27) "Tradesman" means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping, and working rivet busters.

(28) "First-class machinist" means an adult worker engaged solely in working one or more of the following machines:—Bending rollers, gag straight liners, guillotines, shearing machines, hydraulic presses of over two hundred (200) tons pressure, portable drillers, portable reamers and tappers.

(29) "Second-class machinist" means an adult worker engaged solely in operating one or more of the following machines:—Mangling, nipping and notching, roll straightening, punching, cropping, hydraulic presses of two hundred (200) tons pressure or under, stationary drillers, stationary reamers and tappers, cold saw, friction saw, plate-edge planers, and other machines.

#### Welding Section.

(30) "First-class welder" means a worker using electric arc or acetylene, petrol or coal gas blow pipe on any work other than—

- (a) filling castings, or
- (b) cutting scrap metal, or
- (c) welding with the aid of jigs, or
- (d) operations specifically mentioned as being the work of a second, third or fourth-class welder in the definitions of those terms hereunder.

(31) "Second-class welder" means a worker who—

- (a) uses any of the foregoing types of welding apparatus in filling castings, or
- (b) welds with the aid of jig, or
- (c) operates automatic welding machines for the setting up of which he is not responsible, or
- (d) operates a profile cutting or a straight line cutting machine.

(32) "Third-class welder" means a worker who uses any of the foregoing types of welding apparatus in tacking preparatory to the completion of work by any other worker.

(33) "Fourth-class welder" means a worker using an electric spot or butt-welding machine, or cutting scrap with oxy-acetylene blow pipe, petrol or coal gas blow pipe.

#### Foundry Section.

(34) "Jobbing moulder" means a metal moulder engaged in floor moulding, loam moulding, strickle moulding, or moulding from loose patterns.

(35) "Jobbing coremaker" means a moulder engaged in making cores for metal moulds by the use of loam or strickle boards, or by loose boxes, other than loose boxes used for repetition production of cores requiring little or no skill to produce.

(36) "Plate or machine moulder" means an adult worker engaged in moulding on the plate system or by machines where the pattern is either a fixture to the plate or the spray system is used.

(37) "Machine coremaker" means an adult worker making cores by machines where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce.

#### 4.—Respondents.

The names of the respondents parties to and bound by this Award are set out in the First Schedule.

#### 5.—Area.

This Award shall have effect over that portion of the State known as the South-West Land Division.

#### 6.—Term.

The term of this Award shall be for a period of one (1) year from the date hereof.

#### 7.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable by one (1) week's notice on either side given on any day, or (if the employer terminate it) by payment of one week's pay, except—

(i) in the case of a casual worker when one (1) hour's notice shall suffice, and

(ii) for the first month of employment, when the hiring shall be from day to day and during this period a day's notice or a day's pay shall be sufficient.

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

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

#### 8.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which a worker (including an apprentice) 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.

#### 9.—Wages.

(a) The minimum rates payable to workers shall be in accordance with the Second Schedule hereinafter appearing. The rates, for convenience sake, are set forth in weekly amounts.

(b) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

(c) If for any cause workers engaged on the task system in the Cast Pipe Section perform less than the recognised day's work, their pay for that day may be reduced proportionately.

(d) 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 females shall be adjusted as follows:—

(i) Where the margin prescribed herein for adult females is equal to, or greater than, the increase in the female basic wage, such margin shall be automatically reduced by the same amount as the basic wage is so increased.

(ii) Where the margin prescribed herein for adult females is less than the increase in the female basic wage, such margin shall be automatically deleted.

(iii) In the case of junior female workers the percentage 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.

#### 10.—Piecework.

(a) Subject to the minimum wages rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The union may during the currency of this Award apply to the Court for the correction or regulation of any piecework rates, time bonus rate, task rate, or any other system of payment by results.

#### 11.—Higher Duties.

A worker engaged for more than half ( $\frac{1}{2}$ ) of one (1) 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 less than half ( $\frac{1}{2}$ ) of one (1) day or shift he shall be paid the higher rate for the time so worked: Provided that nothing in this clause shall affect the existing custom in the Cast Pipe Section.

#### 12.—Special Rates and Provisions.

(1) A leading hand placed in charge of—

(a) not less than three (3) and not more than ten (10) other workers shall be paid eleven shillings (11s.) per week extra;

(b) more than ten (10) and not more than twenty (20) other workers shall be paid twenty-two shillings (22s.) per week extra;

(c) more than twenty (20) other workers shall be paid thirty-two shillings (32s.) per week extra.

(2) Height Money.—Workers engaged in the erection of steel frame buildings, bridges, and gasometers at a height of fifty feet (50ft.) or more above the nearest horizontal plane shall be paid at the rate of one shilling and sixpence (1s. 6d.) per day extra.

(3) Dirt Money.—Twopence (2d.) per hour extra shall be paid to workers when engaged on work of an unusually dirty nature, where clothes are necessarily unduly soiled or injured or boots are unduly injured by the nature of the work done.

(4) Confined Space.—Sixpence (6d.) per hour extra shall be paid to workers when working in "confined space" which means:—A compartment or space the dimensions of which necessitate a worker working in a stooped or otherwise cramped position, or without proper ventilation.

(5) Diesel Engine Ships.—In diesel engine ships, for work below the floor plates eightpence (8d.) per hour extra shall be paid. Extra payment in respect of diesel engine ships shall be in lieu of and not in addition to dirt money and confined space money.

(6) Hot Places.—Workers required to work in a boiler which has not been cooled down, shall be paid at the rate of time and a half for each hour so worked, in addition to any dirt and confined space money payable. Any broken time of less than one (1) hour shall be paid for as one (1) hour.

(7) Protective Equipment.—(a) The employer shall have available a sufficient supply of protective equipment (as, for example, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots) for use by his workers when engaged on work for which some protective equipment is reasonably necessary. It shall be a defence to an employer charged with a breach of this sub-clause if he proves that he was unable to obtain either the item of equipment the subject of the charge or a suitable substitute.

(b) Every worker shall sign an acknowledgment on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.

(c) No worker shall lend another worker any such article of protective equipment issued to such

first-mentioned worker, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.

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

(e) During the time any article of protective equipment is on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(8) Men tarring pipes in the Cast Pipe Section shall be paid sixpence (6d.) per day extra.

(9) When working pneumatic riveter of the percussion type and other pneumatic tools of the percussion type, workers shall be paid threepence (3d.) per hour extra whilst so engaged.

(10) Chemical Manure and Cement Works.—The minimum rates prescribed for all classifications other than general labourer in this Award shall be increased by an amount calculated at the rate of five shillings (5s.) per week for workers in chemical, artificial manure and cement works in respect of all work done in and around the plant outside the machine shop. Workers receiving extra pay under this clause shall not be entitled to dirt money under sub-clause (3) hereof.

(11) Patternmaking.—The sum of four shillings (4s.) per week shall be added to the rates herein prescribed in the case of an apprentice to pattern-making.

(12) The work of an electrical fitter shall not be tested by a worker of lower grade.

(13) Apprentices and junior workers shall be deemed to be included in the foregoing provisions of this clause.

(14) Any tradesman employed in a foundry where no other jobbing moulder or furnaceman is employed, and who has to take charge of the furnace and casting, shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

### 13.—Outside Work.

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

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

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

### 14.—Under-rate Workers.

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

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

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

### 15.—Hours.

(1) (a) Forty (40) hours, exclusive of Sunday work, shall constitute a week's work: Provided that, by agreement between the employer and the workers employed in any particular establishment, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours.

(c) The ordinary hours of work shall be between 7 a.m. and 5.30 p.m., except—

(i) on Saturday, when work shall finish at noon;

(ii) in the case of workers employed in the making of cast pipes, in which case the recognised custom as to the day's work, including five (5) hours' work on Saturday for workers on the task system, shall continue;

(ii) where the employer and his workers mutually agree on some other starting and finishing times.

(2) (a) Meal interval shall not exceed one (1) hour.

(b) (i) Subject to the provisions hereinafter contained a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

Morning tea may be taken by workers during this interval but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by any worker of any provision hereinbefore expressed or implied, the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

(ii) In those establishments where the majority of the workers employed are not subject to this Award, the provisions of this clause shall not apply, but the workers shall be entitled to the rest period, if any, which may be allowed to the majority of workers aforesaid.

(3) By agreement between any employer and his workers, the ordinary hours may be worked on the basis of eighty (80) hours per fortnight.

### 16.—Overtime.

(a) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours, and double time thereafter.

(b) Overtime on shift work shall be based on the rate payable for shift work.

(c) Except as provided by clause 17 (f), work done on Sundays or the holidays prescribed in clause 19 (a), shall be paid for at double time rates, except in connection with repairs to the employer's machinery, which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days. Where a worker (other than a casual worker) is called on to work on a Sunday or a public holiday preceding an ordinary working day, he shall, wherever reasonably practicable, be given eight (8) consecutive hours off duty before his usual starting time on the next day. If this is not practicable, then the provisions of subclause (d) hereof shall apply, *mutatis mutandis*.

(d) Rest Period After Overtime.—When overtime work is necessary, it shall wherever reasonably practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.

Where a worker (other than a casual worker) has not had at least eight (8) consecutive hours off duty between his usual finishing time on one day and his usual starting time on the next day, the following provisions shall apply:—

(i) He shall, if he so desires, be entitled to have eight (8) consecutive hours off duty from the completion of his overtime work until he next commences work, but shall not be paid for such time off duty.

(ii) If on the instructions of the employer, he continues or resumes work at his ordinary starting time without having such eight (8) hour break, he shall be paid at overtime rates for the balance of the hours less than eight (8) which he has not had off duty. Hours of overtime actually worked since his last usual finishing time shall be counted in computing the actual rate of overtime under this paragraph.

(iii) If on his own volition, he continues or resumes work at his ordinary starting time without such break, he shall be paid at ordinary rates.

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

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

(g) 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.

(h) A worker shall not be compelled to work for more than six (6) hours without a break for a meal.

(i) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day-worker) after 6 p.m., whichever is the later, he shall be provided with any meal required or shall be paid two shillings and sixpence (2s. 6d.) in lieu thereof.

(j) (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.

#### 17.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the union or unions concerned, and of the intended starting and finishing times of ordinary working hours of the respective shifts.

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

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first three (3) calendar months—

Ten per cent. (10%) for afternoon shift and fifteen per cent. (15%) for night shift.

After three (3) calendar months' shift work has been done—Five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Saturday or Sunday or on any public holiday.

(e) Where shift work ceases to be worked in any establishment and such establishment subsequently reverts to shift work, then any period of time the establishment may have worked shift work within a period of twelve (12) months immediately preceding the date the establishment recommences shift work shall count as time worked for the purpose of subclause (c) of this clause.

(f) In the event of workers being required to perform shift work on Sundays or holidays, as named in clause 19 (a), liberty is reserved to any party bound by this Award to apply to the Court for the fixation of rates to be paid on such Sundays and/or holidays. Provided that, where a shift commences at or after 11 p.m. on a Sunday or holiday, the rates prescribed in clause 16 (c) shall not apply to such shift.

#### 18.—Part-time Employment.

The employer shall have the right, after having served written notice upon the union, at the expiration of seven (7) days therefrom, to apply to the Court for an order to vary clause 15 (Hours) so as to provide for a shorter working week for any

or the whole of his workers at the rate of wages specified in this Award or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

#### 19.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 16 (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 Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(d) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

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

#### 20.—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.

#### 21.—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 (2) other representatives, one to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by this Award:—

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Award or any of them.

(ii) Deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1950, shall be deemed to apply to any Board of Reference appointed hereunder.

#### 22.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the Third Schedule attached hereto.

(b) Apprentices may be taken to—

(i) Engineering.—Patternmaking, electrical fitting, fitting and/or turning, first-class machining, first-class welding, electrical installing, automotive electrical fitting, motor mechanics, motor cycle mechanics, brass finishing, first-class electroplating, blacksmithing, copper-smithing, scale adjusting, locksmithing, battery fitting, refrigeration fitting, scientific instrument making.

(ii) Boilermaking.—Boilermaking and/or steel construction work and/or first-class welding.

(iii) Moulding.—Jobbing moulding and core-making and/or jobbing brass moulding and coremaking

in the proportion of one (1) apprentice for every two (2) or fraction of two (2) journeymen: Provided that the fraction of two (2) shall not be less than one (1). Provided further that in an "approved" shop or factory the proportion shall be one (1) apprentice for every one (1) journeyman. For the purpose of this proviso an "approved" shop or factory shall be one to which approval (as regards one or more particular trades) has been given by the Board of Reference appointed under clause 21 hereof.

(c) Notwithstanding anything contained in this Award to the contrary, if through lack of orders or through financial difficulties, the employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon or, if no such agreement be arrived at, may be cancelled by the employer. The onus of proof of circumstances justifying such cancellation shall be on the employer. This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

#### 23.—Junior Workers.

Unapprenticed male juniors may be employed in all occupations for which apprenticeship is not provided, at the rates of wages as set out in the Second Schedule.

#### 24.—Cadets.

(a) Notwithstanding anything herein contained or implied, a bona fide employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted

any employer. Where a cadet is employed in the work of a motor mechanic or motor cycle mechanic, he shall, whilst so employed, be counted as an apprentice for the purpose of regulation 42 of the Apprenticeship Regulations annexed hereto.

(b) The employer of a cadet shall notify the Industrial Registrar within fourteen (14) days of his engagement. Upon receipt of such notification, the Registrar shall give the union fourteen (14) days in which to object to the employment of the cadet.

(c) On receipt of an objection the matter shall be referred to the Court and the Court, after hearing the parties, may make such order as it thinks fit.

(d) University Students.—Provision may be made by agreement between the parties as to terms and conditions of employment, but any such agreement shall be submitted to the Court for approval within one (1) month after the making thereof.

#### 25.—Representatives 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, 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.

#### 26.—Record.

(a) Each employer shall keep a time and wages book showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours either at the employer's office or at the works.

#### 27.—Female Workers.

Adult and/or junior female workers may be employed in or in connection with the manufacturing and assembling of small parts of electrical and other machinery and appliances, and also in repetition small core making at the rates prescribed in the Second Schedule.

28. Liberty to apply is given to the applicant unions in regard to definitions and margins of inspectors and viewers.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed, this 26th day of November, 1951.

[L.S.]

(Sgd. L. W. JACKSON,  
President.

#### FIRST SCHEDULE.

List of Respondents Bound by the Award.  
Industry; Name and Address of Respondent.

Asbestos — Cement — Manufacture of.—James Hardie & Co. Pty. Ltd., Welshpool.

Aerated Water Manufacturers.—Golden West Aerated Water Co., Carr Street, Leederville; Mackay's Aerated Waters, 22 Money Street, Perth.

Automotive Electrical Engineers.—Atkins (W.A.) Ltd., 894 Hay Street, Perth.

Battery Manufacturers and/or Dealers.—Vesta Battery Co. Pty. Ltd., 520 Murray Street, Perth; M. J. Bateman Pty. Ltd., 12 Milligan Street, Perth; Atkins (W.A.) Ltd., 894 Hay Street, Perth.

Biscuits and Cakes.—Manufacture of.—Mills & Ware Ltd., Mandurah Road, South Fremantle.

Blacksmiths.—Bradshaw & Beazley, 171 Royal Street, East Perth; W.A. Forge Co. Ltd., 158 Roe Street, Perth; J. G. Davidson, Blacksmith & Motor Garage, Balingup.

- Brass Finishers.—R. M. Keaughran, 386 Murray Street, Perth.
- Brass Founders.—Geo. Hill & Co., 5 Nash Street, Perth; Rushton Bushell & Co., Elder Street, Perth; P. R. Goerke, 7 Greenway Street, Perth.
- Brewers.—Swan Brewery Co. Ltd., 127 St. George's Terrace, Perth; Emu Brewery Ltd., Mounts Bay Road, Perth.
- Bricks—Manufacturers of.—Metropolitan Brick Co. Ltd., 42 St. George's Terrace, Perth; L. Whiteman Ltd., Middle Swan.
- Canned Foods—Manufacturers of.—Mumzone Products (W.A.) Ltd., Railway Parade, East Cannington; Plaistowe & Co. Ltd., 155 Havelock Street, West Perth.
- Cement — Manufacturers of.—Swan Portland Cement Ltd., Rivervale.
- Confectioners and Cordial Manufacturers.—Plaistowe & Co. Ltd., 155 Havelock Street, West Perth; Plaimar Ltd., 169 Havelock Street, West Perth.
- Construction Contractors.—Bell Bros. Pty. Ltd., 117 Swan Street, Guildford.
- Coppersmiths.—C. R. Laming & Sons, 158 High Street, Fremantle; Boltions Pty. Ltd., Sutherland Street, West Perth.
- Crown Seal Manufacturers.—Australian Seal Co. Pty. Ltd., 43 King Street, Perth.
- Cycle Manufacturers and/or Dealers.—General Accessories Pty. Ltd., 647 Murray Street, Perth; W. J. Lucas Ltd., 36 Milligan Street, Perth.
- Dairy Produce — Manufacturers of.—Watson's Supply Stores, 21 High Street, Fremantle; Pascomi, Stuart Street, Perth; South West Co-operative Dairy Farmers Ltd., Bunbury.
- Electroplaters.—Dunn Bros., 111 Murray Street, Perth; Arthur D. Clarke & Sons (1933) Ltd., 982 Hay Street, Perth; Metters Ltd., 847 Hay Street, Perth.
- Electrical Contractors.—Brear & Doonan Ltd., 298 Murray Street, Perth; J. L. Mattinson & Co., 38 Mounts Bay Road, Perth; R. L. Anderson, Electrician, Bunbury; A. D. Urquhart, 61 Market Street, Fremantle; Cheffins & Co. Pty. Ltd., 811a Hay Street, Perth.
- Electrical Engineers and Manufacturers.—G. G. Martin Ltd., 832 Hay Street, Perth; Westate Tube & Engineering Co. Ltd., Bermondsey Street, Leederville.
- Electric Lighting Engineers.—Claude Neon Ltd., Stirling Highway, Claremont; Neon Electric Co., 584 Murray Street, Perth; Rainbow Neon Light Co. Ltd., 383 Hay Street, Perth.
- Engineers — General.—Hoskins Engineering & Foundry Ltd., 494 Murray Street, Perth; Tomlinson Steel Ltd., 214 Wellington Street, Perth; J. & E. Ledger Ltd., 239 Pier Street, Perth; H. & H. Withnell, Fitzgerald Street, Northam; T. Eilbeck & Son Ltd., 2 John Street, West Perth; Nolex Engineering Co. Ltd., Plain Street, East Perth; Atlas Engineering Co. Pty. Ltd., South Street, Fremantle; George Kent (W.A.) Pty. Ltd., 66 Railway Parade, West Perth.
- Engravers.—Sheridan's Engraving & Stamp Co., 846 Hay Street, Perth.
- Fertiliser Manufacturers.—Cuming Smith & Mt. Lyell Farmers' Fertilisers Ltd., 133 St. George's Terrace, Perth; Cresco Fertilisers (W.A.) Ltd., 188 St. George's Terrace, Perth.
- Footwear Manufacturers.—Pearse Bros. Ltd., Swan Street, North Fremantle; Comfort Wear Pty. Ltd., 198 Wellington Street, Perth.
- Flax Industry.—Blackwood Flax Co-op Co. Ltd., Boyup Brook.
- Foundry and Engineering.—J. & E. Ledger Ltd., 239 Pier Street, Perth; Fremantle Foundry, Beach Street, Fremantle.
- Founders, Steel.—Hadfields (W.A.) 1934 Ltd., Bas-sendean; Tomlinson Steel Ltd., 214 Wellington Street, Perth.
- Garage and Service Station Proprietors.—Sydney Atkinson Motors Ltd., 2 William Street, Perth; Calcott & Downey, Thomas Street, Subiaco; Attwood Motors Pty. Ltd., 22 Stirling Street, Perth; Shaw's Garage, Busselton; Dawson Bros., Motor Garage, Dumbleyung; V. A. Donaldson Ltd., Bunbury; Dorsett Motor Co., Bunbury; L. Watson, Motor Service Station, Pingelly; Myers Motors, Garage, Narrogin; A. R. Morrison, Motor Garage, Merredin; Young Motors Ltd., Geraldton; Barnesby Motors Ltd., Albany; Manley's Motor & Engineering Works, Albany; T. J. Gascoigne, Motor Engineer, 163 Stirling Highway, Claremont; Godfrey Lorden Motors, 80 Adelaide Street, Fremantle.
- Glass Manufacturing.—Australian Glass Manufacturers Co. Pty. Ltd., 45 Kensington Street, East Perth.
- Grain Handling in Bulk.—Co-operative Bulk Handling Ltd., 569 Wellington Street, Perth.
- Ice Cream, Manufacturers of.—Peters Ice Cream (W.A.) Ltd., 110 Roe Street, Perth.
- Ice, Manufacturers of and/or Cold Storers.—Fremantle Cold Storage Co. Ltd., 42 Beach Street, Fremantle; Western Ice Company (1919) Ltd., 110 Roe Street, Perth; Geraldton Ice Works Ltd., Eleanor Street, Geraldton.
- Iron Works.—Western Ironworks, 210 High Street, Fremantle.
- Locksmiths.—B. Makutz, 26 Coolgardie Street, West Perth; Harry Armstrong Pty. Ltd., Council Avenue, Perth.
- Machinery Dealers and Makers of Machinery.—McPhersons' Pty. Ltd., 532 Murray Street, Perth; Western Machinery Co. Ltd., 494 Murray Street, Perth.
- Machinery Merchants.—Malloch Bros. Ltd., 50 William Street, Perth; Wigmores Ltd., 613 Wellington Street, Perth; H. V. McKay Massey Harris Pty. Ltd., 344 Murray Street, Perth; Westralian Farmers Co-operative Ltd., 563 Wellington Street, Perth; Agricultural Parts Supply Co. Ltd., 238 Pier Street, Perth; Manjimup Machinery & Transport Co. Pty. Ltd., Manjimup; Katanning Stock & Trading Co. Ltd., Katanning.
- Matches—Manufacturers of.—W.A. Match Co. Ltd., Havelock Street, West Perth.
- Meat—Suppliers of.—W. O. Johnston & Sons, 382 Beaufort Street, Perth.
- Meat Treatment Works.—Watsons Supply Stores, Hamilton Road, Spearwood; Thomas Borthwick & Sons (A/sia) Ltd., Albany.
- Monumental Masons.—Wilson Gray & Co. Ltd., 215 Newcastle Street, Perth.
- Motor Engineers.—R. Moore & Son, 60 Short Street, East Perth.
- Motor Replacements.—Replacement Parts Ltd., 360 Murray Street, Perth; Auto Spares, 18 South Terrace, Fremantle; Coventry Motor Replacements Ltd., 878 Hay Street, Perth.
- Motor Cycles—Importers, Repairers and Servicers of.—Mortlock Bros. Ltd., 914 Hay Street, Perth.
- Motor Selling and/or Dealing.—M. S. Brooking Pty. Ltd., 853 Hay Street, Perth; Comet Motors Ltd., 918 Hay Street, Perth; Ford Motor Co. (Aust.) Pty. Ltd., North Fremantle; General Motors Holdens Ltd., Mosman Park; Mortlock Bros. Ltd., 914 Hay Street, Perth; Sydney Atkinson Motors Ltd., 2 William Street, Perth; Winterbottom Motor Co. Ltd., 199 St. George's Terrace, Perth.
- Municipal Council.—City of Perth, Murray Street, Perth; Albany Municipal Council, Albany; Municipality of Northam, Northam; York Municipality, York.
- Netting and Wire, Manufacturers of.—W.A. Netting and Wire Co. Ltd., 50 William Street, Perth.
- Omnibus Services.—Beam Transport Ltd., Bazaar Terrace, Perth; Federal Bus Service Ltd., 12 Tivoli Arcade Perth; Emu Bus Co. Ltd., 140 Onslow Road, Subiaco; Metro Bus Co. Ltd., 125 St. George's Terrace, Perth; Scarborough Bus Service, 267 Scarborough Beach Road, Mt. Hawthorn.
- Opticians and Instrument Makers.—Frost and Shipham, 121 Murray Street, Perth; Laubman & Pank (W.A.) Ltd., 77 Barrack Street, Perth.
- Oxygen Production.—C.I.G. (Western Australia) Pty. Ltd., Hay Street, Subiaco.
- Petrol and Oil, Vendors of.—Shell Co. of Australia Ltd., St. George's Terrace, Perth; Vacuum Oil Co. Pty. Ltd., 115 St. George's Terrace, Perth; Caltex Oil (Australia) Pty. Ltd., 133 St. George's Terrace, Perth.
- Pipe Manufacturing.—Hume Steel Ltd., Upham Street, Subiaco; Humes Ltd., Upham Street, Subiaco; Monteath Bros., 586 Hay Street, Subiaco; Stewarts & Lloyds (Aust.) Pty. Ltd., 959 Hay Street, Perth.
- Plumbers and Sheet Metal Workers.—S. W. Hart & Co., 97 Fitzgerald Street, Perth.

Printers.—West Australian Newspapers Ltd., St. George's Terrace, Perth.  
 Quarrying.—White Rock Quarries Ltd., 55 St. George's Terrace, Perth.  
 Refrigerators, Servicing of.—O. T. Abrahams Pty. Ltd., 929 Hay Street, Perth; Musgroves Ltd., Murray Street, Perth; Refrigeration Service Co., King's Place, Perth.  
 Repair and Servicing of Machinery used in connection with Respondents' Businesses of General Retail Houses, and Repair and Servicing of Motor Vehicles used in connection with such Businesses.—Boans Ltd., Wellington Street, Perth; Foy & Gibson (W.A.) Ltd., Hay Street, Perth; Harris, Scarfe & Sandovers Ltd., Hay Street, Perth.  
 Road Boards.—Bassendean Road Board, Bassendean; Albany Road Board, Albany; Perth Road Board, Sherwood Court, Perth.  
 Rope and Twine, Manufacturers of.—W.A. Rope and Twine Co. Pty. Ltd., Mosman Park.  
 Safe Makers.—B. Makutz, 26 Coolgardie Street, Perth.  
 Scale Makers and Adjusters.—Toledo Berkel Pty. Ltd., 332 Murray Street, Perth; Supreme Scale Service Pty. Ltd., 30 Francis Street, Perth.  
 Spring Makers.—Arthur D. Clarke & Sons (1933) Ltd., 982 Hay Street, Perth; W. H. Jenkins, 26 Adelaide Terrace, Perth.  
 Steel Manufacturers.—Hadfields (W.A.) 1934 Ltd., Bassendean.  
 Stove & Range Makers.—Mettters Ltd., 847 Hay Street, Perth; Westral Foundry & Manufacturing Co., 9 Saunders Street, East Perth.  
 Structural Engineers.—Forwood Down W.A. Pty. Ltd., Wellington Street, Perth; Saunders & Stuart Pty. Ltd., 276 James Street, Perth; Structural Engineering Co. of W.A. Ltd., Welshpool.  
 Taxi Car Service.—Yellow Cabs (W.A.) Ltd., Adelaide Terrace, Perth; Proudlove's Bus & Taxi Service, Albany.  
 Tiles, Manufacturers of.—H. L. Brisbane & Wunderlich Ltd., Lord Street, Perth.  
 Tobacco Merchants.—Michelides Ltd., 86 Roe Street, Perth.  
 Tractors, Manufacturers, Repairers and Servicers of.—Wigmores Ltd., 613 Wellington Street, Perth; Chamberlain Industries Ltd., Welshpool; Agricultural Parts Supply Co. Ltd., 238 Pier Street, Perth.  
 Transport Contractors.—Frank Manford Pty. Ltd., Fremantle; Bell Bros. Pty. Ltd., 117 Swan Street, Guildford.  
 Welders, Oxy or Electric.—Bradshaw & Beazley, 171 Royal Street, East Perth; L. C. Lewis, 688 Wellington Street, Perth; C. V. Pederick, Tudhoe Street, Wagin.

## Second Schedule.

## Wages.

Basic Wage—  
 Per week.  
 £ s. d.

Within a fifteen (15) mile radius from the G.P.O. Perth:  
 Males ..... 10 5 8  
 Females ..... 5 16 3

Outside a fifteen (15) mile radius from the G.P.O., Perth, but within the South-West Land Division:  
 Males ..... 10 4 7  
 Females ..... 5 15 8

## Classification.

Margin  
 per week.  
 £ s. d.

## (a) General Engineering Section:

(1) Patternmaker ..... 3 12 0  
 (2) Toolmaker ..... 3 6 0  
 (3) Scientific instrument maker ..... 3 6 0  
 (4) Heat treater ..... 3 0 0  
 (5) Tradesman ..... 2 15 0  
 (6) Brass finisher ..... 2 15 0  
 (7) Tool setter ..... 1 19 0  
 (8) Refrigeration fitter ..... 2 15 0  
 (9) Motor mechanic ..... 2 13 0  
 (10) Motor cycle mechanic ..... 2 10 0

## Classification.

Margin  
 per week.  
 £ s. d.

(11) First-class machinist ..... 2 15 0  
 (12) Second-class machinist ..... 1 19 0  
 (13) Third-class machinist ..... 1 10 0  
 (14) Locksmith ..... 2 15 0  
 (15) Scale adjuster—  
 Fully licensed ..... 2 15 0  
 Sectional licensed ..... 1 8 0  
 (16) Cycle mechanic ..... 1 19 0  
 (17) Cycle assembler ..... 1 3 0  
 (18) Cycle wheel builder ..... 1 3 0  
 (19) Cycle filer ..... 0 17 0  
 (20) Cycle polisher ..... 1 3 0  
 (21) Motor vehicle assembler ..... 1 5 0  
 (22) Process worker ..... 0 19 0

## (b) Electrical Section:

(23) Electrical fitter and/or armature winder ..... 2 15 0  
 (24) Automotive electrical fitter ..... 2 15 0  
 (25) Electrical installer ..... 2 10 0  
 (26) Electrical fitter's assistant ..... 1 4 0  
 (27) Electrical installer's assistant ..... 0 17 0  
 (28) Battery fitter ..... 2 15 0  
 (29) Battery attendant ..... 0 19 0  
 (30) Process worker ..... 0 19 0

## (c) Electroplating Section:

(31) Electroplater—1st class ..... 2 15 0  
 (32) Electroplater—2nd class ..... 1 19 0  
 (33) Polisher ..... 1 12 0  
 (34) Wet process worker ..... 1 6 0

## (d) Boilermaking and Ship Construction Section:

(35) Tradesman ..... 2 15 0  
 (36) Tradesman, the greater part of whose time is occupied in marking off and/or in template making ..... 3 2 0  
 (37) Boilersmith and/or angle iron smith ..... 3 0 0  
 (38) Plate setter and frame bender ..... 2 19 0  
 (39) Driller using portable machines ..... 2 10 0  
 (40) Driller using stationary machines ..... 1 3 0

## (e) Steel Construction Section (including nut, bolt and spike making):

(41) Tradesman, the greater part of whose time is occupied in marking off and/or in template making ..... 3 2 0  
 (42) Tradesman ..... 2 15 0  
 (43) Machinist (first-class) ..... 1 12 0  
 (44) Machinist (second-class) ..... 1 3 0

## (f) Welding Section:

(45) First-class welder ..... 3 0 0  
 (46) Second-class welder ..... 1 10 0  
 (47) Third-class welder ..... 1 6 0  
 (48) Fourth-class welder ..... 1 3 0

## (g) Foundry Section:

(49) Jobbing moulder ..... 2 15 0  
 (50) Jobbing coremaker ..... 2 15 0  
 (51) Plate or machine moulder and/or coremaker—  
 1st six months' experience ..... 1 4 0  
 2nd six months' experience ..... 1 9 0  
 3rd six months' experience ..... 1 13 0  
 Thereafter ..... 1 19 0

(Experience for the purpose of calculating the rates payable to plate or machine moulders and/or coremakers shall include all experience as a moulder or coremaker, jobbing or machine, as the case may be, whether as a junior or an adult.)

(52) Emery wheel attendant ..... 1 6 0  
 (53) Dresser, fettler and grinder ..... 1 6 0  
 (54) Dresser, fettler and grinder when using portable machines ..... 1 9 0

Classification.		Margin per week. £ s. d.			Classification.		Margin per week. £ s. d.		
(55)	Cupola furnaceman	1	15	0	(103)	Painter of ironwork other than coach painter and ship painter (brush)	0	17	0
(56)	Electric furnaceman	1	15	0	(104)	Painter as before using spray	0	19	0
(57)	All other furnacemen	1	11	0	(105)	Grinding machine operator	1	6	0
(58)	Assistant furnaceman	1	3	0	(106)	Adult friction saw operator	1	1	0
(59)	Core stove or oven attendant	1	6	0	(107)	Cold saw operator	1	3	0
(60)	Tapper-out	1	6	0	(108)	Shot-blast and sand-blast dresser who is not protected from flying shot and sand by a properly enclosed cabin	1	16	0
(61)	Shot-blast and sand-blast dresser who is not protected from flying shot and sand by a properly enclosed cabin	1	16	0	(109)	Shot-blast and sand-blast dresser who is protected from flying shot and sand by a properly enclosed cabin	1	3	0
(62)	Shot-blast and sand-blast dresser who is protected from flying shot and sand by a properly enclosed cabin	1	3	0	(110)	Belt repairer	0	18	0
(63)	Annealing stove attendant	1	6	0	(111)	Tool and material storeman	1	4	0
(h)	Wrought Pipe Section:				(112)	Overhead oiler	0	17	0
(64)	Pipe tester	0	17	0	(113)	Lagger	0	17	0
(65)	Pipe rounder	0	17	0	(114)	Boiler (inside) cleaner and chipper	1	8	0
(66)	Pipe builder	1	8	0	(1)	Tradesmens Assistants' Section:			
(67)	Pipe assembler	0	17	0	(115)	Boilermaker's assistant	1	4	0
(68)	Machine operator in charge of machine	1	8	0	(116)	Structural steel tradesman's assistant	1	4	0
(69)	Faucet-maker in charge of furnace	1	13	0	(117)	Moulder's assistant	1	4	0
(70)	Man assisting furnace faucet-maker	1	1	0	(118)	Fitter's assistant	1	4	0
(71)	Man on tar-dip and sand rolling	1	1	0	(m)	Other Workers:			
(i)	Smithing Section:				(119)	All workers not otherwise provided for in any of the preceding sections	Nil		
(72)	Blacksmith	2	15	0		Classification.		Margin per week over Female Basic Wage. £ s. d.	
(73)	Blacksmith's striker	1	4	0	(n)	Female Workers:			
(74)	Coppersmith, other than coppersmiths adults on wash coppers and side boilers for stoves (hand and machine)	2	15	0	(120)	Adults, under 12 months' experience	0	5	0
(75)	Coppersmiths, adults on wash coppers and side boilers for stoves (hand and machine)	1	6	0	(121)	Adults, 12 months' experience or more	0	12	3
(76)	Forge furnaceman	2	10	0	(o)	Apprentices:		Per cent. of Basic Wage.	
(77)	Hammer driver	1	6	0		First six months	20		
(j)	Cast Pipe Section:					Second six months	25		
(i)	Vertical Pipe Section:					Second year	35		
(78)	Rammer	1	6	0		Third year	55		
(79)	Holeman	1	6	0		Fourth year	80		
(80)	Caster	1	6	0		Fifth year	95		
(81)	Tapper	1	6	0		Provided that no apprentice shall be paid less than he is receiving at the date of this Award. Provided further, that where an apprentice is 21 years of age or over at the commencement of his fifth year he shall be paid the full basic wage, and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the full basic wage for the period following his 21st birthday. Provided also that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the tradesman's rate through Government supplementation.			
(82)	Leading coremaker	1	6	0	(p)	Male Junior Workers:		Per cent. of Basic Wage.	
(83)	Steadier to caster	0	14	0		Under 16 years of age	25		
(84)	Steam riddler attendant	0	14	0		Between 16 and 17 years of age	35		
(85)	Emptier (not less than two (2) men)	0	9	0		Between 17 and 18 years of age	45		
(86)	Faucet-maker	0	14	0		Between 18 and 19 years of age	60		
(87)	Coremaker	0	14	0		Between 19 and 20 years of age	75		
(88)	Machinist pipe cutter	0	14	0		Between 20 and 21 years of age	90		
(ii)	Bank Pipe Section:								
(89)	Head bank pipe moulder	1	6	0					
(90)	Footman	0	14	0					
(k)	Ironworking Section:								
(91)	Emery wheel attendant	1	6	0					
(92)	Dresser, fettler and grinder	1	6	0					
(93)	Dresser, fettler and grinder when using portable machines	1	9	0					
(94)	Man attending small rivet heating or bolt heating or similar type of fires	1	4	0					

## (q) Female Junior Workers:

	Per cent. of Female Basic Wage.
Under 16 years of age	40
16 years of age	50
17 years of age	65
18 years of age	75
19 years of age	90
20 years of age, margin per week	1s. 9d.

## Third Schedule.

The Court's Standard 1941 Apprenticeship Regulations with the following amendments:—

- (1) Delete Regulation 22 and insert in lieu thereof the following:—
  22. Subject to Regulation 38, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the Apprenticeship Agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.
- (2) Add to Regulation 37 new subclauses as follows:—
  - (c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.
  - (d) Liberty is reserved to the Respondents to apply for the deletion of this Regulation.
- (3) Delete Regulation 40.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 23 of 1950.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Boas Limited, Bon Marche Limited, Charlie Carter Limited, and others as per schedule attached hereto, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the 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 "Shop Assistants (Metropolitan) Award" and replaces Award No. 30 of 1947.

## 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Chemists Shops.
8. Hours.
9. Meal Hours.

## 2.—Arrangement—continued.

10. Meal Money.
11. Overtime.
12. Holidays.
13. Annual Leave.
14. Change Room.
15. No Reduction.
16. Higher Duties.
17. Proportion of Juniors.
18. Engagement.
19. Time and Wages Record.
20. Uniforms and Overalls.
21. Board of Reference.
22. Under-rate Workers.
23. Country Work and Travelling Time.
24. Premiums.
25. Exclusions.
26. Junior Worker's Certificate.
27. Payment for Sickness.
28. Wages.

## 3.—Scope.

This Award shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in the second column hereunder and similar industries conducted by other persons, firms or companies in respect of workers following the vocations mentioned herein. Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1950.

## 4.—Area.

This Award shall be limited in its effect to the area comprised within a radius of fifteen (15) miles of the General Post Office, Perth.

## 5.—Term.

This Award shall operate for a period of two years from the beginning of the first pay period commencing after 26th November, 1951.

## 6.—Definitions.

- (a) "Shop Assistants" shall mean a worker substantially performing one or more of the following duties in retail establishments: Selling Goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.
- (b) "Storeman" shall mean a worker performing one or more of the following duties: Receiving, storing, assembling, weighing and/or wrapping, branding, stacking or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from shop to shop, store or warehouse for transit.
- (c) "Head Storeman" shall mean a worker who may perform the duties of a storeman and who supervises or directs the work of one or more other workers.
- (d) "Storeman working singly" shall mean a storeman working where no other storeman is employed in the establishment.
- (e) "Despatch hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.
- (f) "Head Despatch hand" shall mean a worker who is placed by his employer in charge of one or more despatch hands.
- (g) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 25 miles of the General Post Office, Perth shall be classed as a packer.

- (h) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. Provided that the minimum engagement of all shop assistants engaged as casual hands shall not be less than one (1) day, except in the case of Theatre Shops where the minimum engagement shall be not less than three (3) hours after 5.30 p.m. Monday to Friday inclusive. In the case of Fourth Schedule Shops the minimum engagement of casual hands shall be not less than three (3) hours on Saturdays after 12 noon, Sundays or Public Holidays. The minimum engagement of all other workers shall be four (4) hours, to be worked in one continuous period. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.
- (i) "Adult." For the purpose of this Award the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.
- (j) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week. Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence or any cause referred to in clause 18 hereof, or where the worker himself severs his contract of service.
- (k) "Department" shall mean a section of an establishment in or from which classified goods are sold or offered for sale by retail.
- (l) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.
- (m) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employers' establishments, but shall not include motor vehicle salesmen or van salesmen.
- (n) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.
- (o) "Part-time Workers." Part-time workers who are to be regularly employed for a period of less than 40 hours but for not less than twenty (20) hours per week may be employed by agreement between the employer and the Union.

Should the Union object to the worker's employment the employer must be notified of such objection within twenty-four (24) hours from the time of the Union receiving such application.

In the event of no agreement being arrived at between the employer and the Union, the matter may be referred to the Board of Reference for decision.

Where a worker is employed under the provisions of this clause he shall receive payments for wages, for annual leave, holidays, and sick leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to forty (40) hours.

#### 7.—Chemists' Shops.

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

#### 8.—Hours.

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

- (i) Shop Assistants—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.30 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.30 a.m. and 12 noon on Saturday.

- (ii) Storemen, packers, and despatch hands—Forty hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.20 a.m. and 12 noon on Saturday. Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

- (iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours.

(b) Fourth Schedule Shops:—

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

(c) Wholesale Establishments:—

- (a) The number of hours per week usually and customarily worked prior to the date of this Award shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m., Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.
- (b) The week's work may be performed in five (5) or five and one half (5½) days at the option of the employer.
- (d) The spread of hours for females shall not exceed nine (9) hours.

#### 9.—Meal Times.

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

- (i) One (1) hour for any meal shall be given and taken.
- (ii) From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.
- (iii) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

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

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

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

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

#### 10.—Meal Money,

(a) When a worker is required to continue working after the usual finishing time for more than one (1) hour he shall be paid two shillings and sixpence (2s. 6d.) for the purchase of any meal required,

(b) Meal money shall be paid prior to the meal hour on the day upon which the additional time is to be worked.

#### 11.—Overtime.

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

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

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

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

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

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

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

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

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by clause 17 hereof.

(j) Notwithstanding anything contained in this Award:—

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

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

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

#### 12.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 11 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

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

#### 13.—Annual Leave.

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

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

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

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

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

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

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

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

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

#### 14.—Change Rooms.

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

#### 15.—No Reduction.

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

#### 16.—Higher Duties.

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

#### 17.—Proportion of Juniors.

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

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

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

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

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

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

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



## 18.—Engagement.

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

## 19.—Time and Wages Record.

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

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

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

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

- (i) The name and sex of each worker bound by this Award.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.
- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half-holiday and the time from which the half-holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- (ix) Any worker, on duty, when in accordance with the roster such worker should be off duty except as provided by subclause (viii) hereof, shall be paid at overtime rates as provided by clause 11 (a).

## 20.—Uniforms and Overalls.

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

## 21.—Board of Reference.

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

- (i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve 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.

## 22.—Under-Rate Workers.

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

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

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

## 23.—Country Work and Travelling Time.

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

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

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

## 24.—Premiums.

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

## 25.—Exclusions.

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

## 26.—Junior Worker's Certificate.

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

- (i) Name in full.
- (ii) Age and date of birth.
- (b) The certificate shall be signed by the worker.
- (c) No worker shall have any claim upon the employer for additional wages in the event of his age being wrongly stated on the certificate.

## 27.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Worker's Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

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

## 28.—Wages.

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

		Per Week.			
		Males.		Females.	
		£	s. d.	£	s. d.
(a) Basic Wage	....	10	5 8	5	16 3

	Margin over Male Basic Wage Per Week.
	£ s. d.
(b) Adult Males:	
Shop Assistants	1 12 6
Storeman, packer, despatch hands	1 7 6
Head Storeman:	
In charge of three or less workers	1 12 6
In charge of four or more other workers	1 17 6
Head Despatch Hand:	
In charge of three or less workers	1 12 6
In charge of four or more other workers	1 17 6
Storemen working singly	1 10 6
Canvasser	1 12 6
But where such canvasser provides his own bicycle he shall be paid an allowance of 2s. 6d. per week.	

	Margin over Female Basic Wage Per Week.
	£ s. d.
(c) Adult Females:	
Shop Assistants (all departments)	2 4 0

	Per cent. of Basic Wage
	Male. Female.
(d) Junior Workers:—	
Shop Assistants, Despatch Hands, Messengers—	
Under 15 years of age	20 —
15 to 16 years of age	30 45
16 to 17 years of age	40 52
17 to 18 years of age	50 65
18 to 19 years of age	60 80
19 to 20 years of age	70 96
20 to 21 years of age	85 Mgn. 6s.
And thereafter the prescribed minimum adult rate.	

Provided that Junior Female shop assistants employed in soft furnishing, manchester, dress and silk departments or shops shall receive a weekly minimum wage of 1 7 9

Provided also that Junior Female shop assistants employed in Grocery Departments or Shops shall be paid not less than the following weekly rates—

	Per cent. of Female Basic Wage.
Under 16 years of age	52
16 to 17 years of age	65
17 to 18 years of age	77
18 to 19 years of age	98
19 to 20 years of age	Mgn. 9s. 6d.
20 to 21 years of age	Mgn. 16s. 4d.
And thereafter the prescribed minimum adult rate.	

Junior Storeman shall be paid as follows.—

	Per cent. of Male Basic Wage.
Under 15 years of age	20
15 to 16 years of age	30
16 to 17 years of age	40
17 to 18 years of age	50
18 to 19 years of age	60
19 to 20 years of age	85
20 to 21 years of age	100
And thereafter the prescribed minimum adult rate.	

Junior packers shall be paid as follows:—

	Per cent. of Male Basic Wage.
At 17 years of age and under	50
18 to 19 years of age	60
19 to 20 years of age	85
20 to 21 years of age	100

(e) Liberty is reserved to either party to apply for a variation of subclause (d) of this clause.

(f) Casual Hands:—

Whilst so engaged, casual hands shall be paid at the rate of 10% in addition to the rates prescribed herein.

(g) Any person, whether a junior or adult, employed as a canvasser and/or collector shall be paid the adult male wage.

(h) It is hereby expressly agreed and declared that the rates prescribed herein 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 in any other industry.

(i) In the event of the Court of Arbitration increasing the ratio from that existing as at the 8th November, 1951, 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.

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 8th day of November, 1951.

[L.S.]

(Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

Filed at my office this 8th day of November, 1951.

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### Schedule.

##### Industry, Respondents.

Account Books, Printers' Supplies, Stationery Manufacturing—Sands & McDougall Pty., Limited; E. S. Wigg & Son, Limited; Spicers & Detmold, Limited.

Aerated Water Manufacturers' Supplies—Henriques (Perth), Ltd.; Henry Berry & Co. (Australasia), Ltd. Agents, Commission—Whitty's.

Agents, Customs and General—Alex Cowan & Sons, Ltd.; Burns Philp & Co. Limited; Frank Cadd, Ltd. Agents, Forwarding and/or Distributing—Frank Cadd Ltd.; Frank Manford, Limited.; Brown & Durean, Limited.

Agents, Manufacturers—Threlkeld & Son; Jack Dyson.

Agents, Produce—Wigmores, Limited; F. W. Wright & Co., Ltd.

Agricultural Implement—H. V. McKay Massey Harris Pty. Ltd.; Wigmores, Limited.

Auctioneers—H. E. Wells; F. W. Wright & Co., Ltd. Bakers, Butchers, Brewers' Supplies—J. S. Corden & Co. Pty. Ltd.

Basketware, Caneware—Boans Ltd.

Bedstead, Bedding—Cyclone Fence & Gate Co. Pty., Ltd.; Boans, Ltd.; Joyce Bros. (W.A.) Limited.

Belting, Ball Bearings, Automotive Bearings—Jas. A. Dimmitt, Ltd.; Ball Bearing Service Co. of Australia (W.A.) Ltd.

Bicycle and Cycle, Motor, and/or otherwise—Armstrong Cycle & Motor Co., Ltd.; Mortlock Bros., Limited; Boans Ltd.; Bruce Small Pty. Ltd.

Bird—Boans, Ltd.

Bisenit and Cake—Mills & Ware, Ltd.; Foy & Gibson (W.A.) Ltd.

Book Lending Library—Boans, Ltd.

Book, Stationery, Magazine—Robinson's Book Shop, Ltd.; Gordon & Gotch (Anst.) Ltd.; E. S. Wigg & Son, Ltd.

Boot Repairers—Broadway Bootmakers.

Boot, Shoe, and Slipper—Ezywalkin, Ltd.; Cecil Bros.; West Australian Slipper Store; Pearce Bros., Limited.

Builders' Hardware, Tools of Trade—Foy & Gibson (W.A.) Ltd.; Millars' Timber and Trading Co., Ltd.; Harris, Scarfe & Sandovers, Ltd.

Butchering—Draffens.

Butter-making—Watson's Supply Stores.

Cement—Harris, Scarfe & Sandovers, Ltd.; The Bairds Co. Ltd.

Chaff and Grain—John Robinson & Son.  
 Crockery and China—Rodoreda and Kelly.  
 Chemical and Drug—F. H. Faulding & Co. Ltd.  
 Chemists—Tilly's Ltd.; H. C. Howling, Ltd.  
 Church Furnishing and School Supply—Pellegrini & Co. Pty. Ltd.  
 Clothes Laundering—Monarch Laundry, Ltd.  
 Clothing for Male and Female—John R. Saunders, Ltd.; Pellews, Ltd.; Walsh's, Ltd.; Boans, Ltd.  
 Condensed Milk and Milk Products—Nestle & Anglo-Swiss Condensed Milk Co. (Anst.) Ltd.  
 Confectionery—Pleistowe & Co., Ltd.; Chas. Moore & Co.; Calthrop Bros. (West Australia) Pty., Ltd.; Woolworths (W.A.), Ltd.  
 Cooked Foods—Corney's Delicatessen; J. B. Gould.  
 Corset—Aherns, Ltd.  
 Dairy Produce—Sara & Cook, Ltd.; The Bairds Co., Ltd.; Watson's Supply Stores.  
 Departmental Food Stores—John Wills & Co., Ltd.  
 Departmental Store—Woolworths (W.A.), Limited; Foy & Gibson (W.A.), Ltd.  
 Drapers, Dress Silk, Manchester—Economic Stores, Ltd.; Bon Marche, Ltd.; Goode, Durrant & Murray, Ltd.  
 Dyers and Cleaners—Arthur Gibney; Parrants Ltd.  
 Earthenware—H. L. Brisbane & Wunderlich, Ltd.; Boans, Ltd.  
 Electric Accessories and General Supplies—British General Electric Co. Pty., Ltd.; Brear & Doonan, Ltd.  
 Electric Appliances, Supplies and Transmission Equipment—Atkins (W.A.), Ltd.; R. P. McInerney & Co., Ltd.  
 Engineering Products, Engines and Engineers' Supplies—Carlisle & Co.; William Adams & Co., Ltd.; Saunders & Stuart Pty., Ltd.; McPhersons Pty., Ltd.  
 Export—Paterson & Co., Ltd.; Brown & Dureau Pty., Ltd.  
 Fancy Goods—Boans Ltd.; P. Falk & Co., Ltd.; E. S. Lazarus & Co. (W.A.), Ltd.  
 Farmers' General Requirements—The Westralian Farmers, Ltd.  
 Farm Produce—Carbarns, Mulberry & McLean.  
 Fish—National Fisheries, Ltd.  
 Fishing tackle, Sporting requirements, Guns, Ammunition—Bethel Thurston, Ltd.; Harris, Scarfe & Sandovers, Ltd.  
 Flower and Seed—Wilson & Johns, Ltd.; Roselea Nursery, Ltd.  
 Fruit Trading—Tropical Traders, Ltd.  
 Fruit and Vegetables—R. Walker & Co.; Peters' Greengrocers Supplies.  
 Fur Goods—Georgette Fur Co.  
 Furniture—Cox Bros. (Anst.), Ltd.; W. Zimpel, Ltd.; C. & H. Locke.  
 Galvanised Iron—John Lysaght (Anst.) Pty., Ltd.  
 General Merchandise—J. & W. Bateman, Ltd.  
 General Storekeeping—Jones Bros.; Armadale-Kelmscott Co-operative Society, Ltd.; Freecoins Ltd.  
 Glass—Australian Glass Manufacturers Co. Pty., Ltd.  
 Glass, Paint and Wallpaper—Clarksons (W.A.), Ltd.; Barnett Bros. (1934), Ltd.  
 Grain, Manures and Fodder—The Westralian Farmers, Limited.  
 Grocery and/or General Food Suppliers—Charlie Carter, Ltd.; D. & J. Fowler, Ltd.  
 Ham and Bacon Curing—Foggitt, Jones Pty., Ltd.  
 Hardware—McLean Bros. & Rigg, Ltd.; Woolworths (W.A.), Ltd.  
 Health Foods—Sanatorium Health Food Co.  
 Ice and Cold Storage—The Western Ice Co. (1919). Ltd.  
 Importing—Gibbs, Bright & Co.; G. & R. Wills & Co., Ltd.; Foy & Gibson (W.A.), Ltd.  
 Ironmongery—W. Drabble, Ltd.  
 Jewellery—Caris Bros., Ltd.  
 Leather and/or Leather Goods—Basnett Garland, Ltd.; E. Arundel & Co.; Rosenstamm's, Limited.  
 Machinery—Western Machinery Co., Ltd.; McPhersons Pty., Ltd.; William Adams & Co., Ltd.; Malloch Bros., Ltd.  
 Mantle & Costume—Corot and Co., Ltd.  
 Military Supplies Stores—A. Shimenson & Co.  
 Milk Bar, Soda Fountain—London Court Milk Bar.  
 Millinery—Poppy Hat Shop.  
 Modellers and Plaster Board Products—Perth Modelling Works, Ltd.

Motor Replacements and Accessories—Coventry Motor Replacements, Ltd.; Lynas Motors, Ltd.; Car Wreckers, Ltd.  
 Motor Tyre Selling and/or Repairing—Western Tyre Depot (1937), Ltd.; Barnett Glass Rubber Co., Ltd.  
 Motor Vehicle—Ford Motor Co. (Anst.) Pty., Ltd.; Lynas Motors, Ltd.  
 Music and Musical Instruments—Nicholsons, Ltd.  
 Newsagent—Gordon & Gotch (Anstraliasia), Ltd.; C. A. Donovan.  
 Optical Supplies—Yeates & Yeates; Caris Bros., Ltd.  
 Photographic Supplies, Cameras, etc.—Kodak (Anstraliasia) Pty., Ltd.  
 Pipes and Fittings—Stewarts & Lloyds (Aust.) Pty., Ltd.; Harris, Scarfe & Sandovers, Ltd.  
 Plumbers' Requisites—Bell and Beck; McLean Bros. & Rigg, Ltd.  
 Printing and Printers Requirements—Spicers & Detmold, Ltd.  
 Radio Supplies—Boans, Ltd.; Airzone (W.A.), Ltd.  
 Refrigerator, Vacuum Cleaner—Electrolux Pty., Ltd.; Nicholsons, Ltd.  
 Replacement Parts, Accessories—Atkins (W.A.), Ltd.  
 Rubber Products—Dunlop Rubber Australia, Ltd.  
 Scale, Slicer, Mixer, Cash Register—Worthington Scale Co.; National Cash Register Co. Pty., Ltd.; Berkel Slicing Machine Co. (England).  
 Sewerage and Sanitary Supplies—Boans, Ltd.  
 Sewing Machine—Singer Sewing Machine Co.  
 Ships' Stores—Fremantle Providoring Co., Ltd.  
 Silk—West End Silk Merchants.  
 Soap, Candle, and Cleaning Products—Soap Distributors, Ltd.; Boans, Ltd.  
 Steel—Eagle & Globe Steel Co., Ltd.; Saunders & Stuart Pty., Ltd.  
 Stove, Heating Appliances—Metters Ltd.  
 Tea—Bushells, Ltd.; Charlie Carter, Ltd.  
 Tobacco and/or Tobacconists' Goods—W. D. & H. O. Wills (Australia), Ltd.; T. Sharp.  
 Tobacconist—Boans, Ltd.  
 Travel Goods—F. Mallabone & Co.; Foy & Gibson (W.A.), Ltd.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 27 of 1951.

Between Perth Modelling Works Pty. Ltd., H. B. Brady Co. Pty. Ltd., Premier Fibro Plaster Works and Mt. Hawthorn Modelling Works (1941) Pty. Ltd., Applicants, and The West Australian Fibrous Plasterers' Industrial Union of Workers, Respondent.

THE Conciliation Commissioner, in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1950, and in pursuance of a remission made to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This Award shall be known as the Fibrous Plaster Fixers' (Supplementary) Award, 1951.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Adult Trainee Fixers.
5. Wages.
6. Other Provisions.

3.—Term.

The term of this Award shall commence on the date hereof and shall run concurrently with the Fibrous Plaster Workers' Award, 1949 (No. 70 of 1947). Provided that all or any of the provisions of the Award may be varied, modified or rescinded, on the application of any party at the expiration of three (3) months from the date hereof.

## 4.—Adult Trainee Fixers.

Where juniors are not available for employment as fixers, adult trainee fixers may be employed on the following terms:—

(a) The period of training shall be two years: Provided that if, in the opinion of the examiners a trainee reaches one hundred per cent (100%) proficiency before the expiration of two (2) years, his period of training may be reduced accordingly: Provided further, the examiners shall have power to extend the period of training in special circumstances where the trainee has not reached the full proficiency.

(b) The combined numbers of trainee and junior fixers employed by any employer shall not exceed the number of adult fixers employed: Provided that a trainee of 80 per cent. proficiency or more shall count as an adult fixer for the purpose of this subclause.

(c) The employer shall notify the Union of the engagement of a trainee within fourteen (14) days of the engagement.

(d) The contract of service of a trainee shall be in accordance with clause 7 of Award No. 70 of 1947.

(e) A trainee shall be allocated to a fixer for three-monthly periods. No trainee shall be allocated to a junior or a person receiving training under the Commonwealth Reconstruction Training Scheme.

(f) One examiner shall be appointed by the Union and one by the employer for the purpose of examining trainees.

(g) A syllabus of training shall be prepared by a representative of the Union and a representative of the employers and employers shall provide training in accordance with such syllabus.

(h) Examinations shall be conducted half-yearly except where a trainee or employer requests an examination earlier than six months from the previous examination.

(i) The examiners shall assess the proficiency of trainees according to the percentages prescribed in clause 5 (b) hereof.

(j) The examiners shall report to the Industrial Registrar the result of each examination and the Union and the W. A. Fibrous Plaster Association (Inc.) shall be supplied with a copy thereof.

(k) In the event of a disagreement between the examiners on any matter within their jurisdiction, or between the parties on the preparation of a syllabus of training, the matter shall be referred to the Registrar whose decision shall be final.

(l) Nothing in this Award shall apply to trainees employed under the Commonwealth Reconstruction Training Scheme.

## 5.—Wages.

The following shall be the minimum rates of wages payable to workers governed by this Award:—

(a) Basic Wage:	Per Week.
	£ s. d.
(i) Within a radius of 15 miles from the G.P.O., Perth	10 5 8
(ii) Within the South-West Land Division, excluding the Metropolitan Area	10 4 7
(iii) Rest of State	10 10 11
	Margin
	Per Week.
(b) Adult Trainee Fixers:	£ s. d.
Up to 40% proficiency	Nil
On attaining 40% proficiency	9 0
On attaining 60% proficiency	18 0
On attaining 80% proficiency	1 7 0
On attaining 100% proficiency the full rate prescribed in Award No. 70 of 1947.	

## 6.—Other Provisions.

Except where modified by this Award, the provisions of the Fibrous Plaster Workers' Award, 1949 (No. 70 of 1947) shall be embodied in and form part of this Award.

In witness whereof this Award has been signed by the Conciliation Commissioner, and the Seal of the Court has been hereto affixed this 29th day of October, 1951.

[L.S.]

(Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

## IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 59 of 1951.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and The Hotel Proprietors Situate Within a Radius of Twenty Miles of the G.P.O., Perth, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, 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 "Hotel Workers' (Metropolitan) Award."

## 2.—Arrangement.

- Title.
- Arrangement.
- Area.
- Term.
- Hours.
- Spread of Shift.
- Breaks in Shift.
- Night Work.
- Wages.
- Definitions.
- Junior Workers.
- Overtime.
- Holidays.
- Annual Leave.
- Meals.
- Casual Workers.
- Climbing Ladders and Cleaning of Public Lavatories.
- Roster.
- Weekly Wage.
- Board and Lodging.
- Accommodation.
- Laundrying.
- Bar Work.
- Head Bands and Uniforms.
- Change and Rest Rooms.
- Under-Rate Workers.
- Record.
- Higher Duties.
- Absence through Sickness.
- Junior Worker's Certificate.
- Board of Reference.
- No Victimisation.
- Posting of Award.

## 3.—Area.

This Award shall have effect over the area comprised within a radius of twenty (20) miles from the General Post Office, Perth.

## 4.—Term.

The term of this Award shall be for a period of two (2) years from the commencement of the pay period next following the date hereof.

5.—Hours.

- (a) Forty (40) hours shall constitute a week's work.
- (b) If a worker is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

6.—Spread of Shift.

- (a) "Daily spread of shift" shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.
- (b) "Weekly spread of shift" shall mean the aggregate number of hours contained in the daily spreads for a week.
- (c) The weekly spread of shifts shall not exceed seventy-five (75) hours.
- (d) Subject to clause 12, the longest spread of shift in any one day shall not exceed twelve and a half (12½) hours.

7.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour each for meals, there may be a break of at least two hours during each shift. Such break of at least two hours may include a meal break.

8.—Night Work.

Except for night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates in the case of females and time and a half in the case of male workers.

9.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

	Males.			Females.		
	£	s.	d.	£	s.	d.
Basic Wage.						
Within a 15-mile radius of the G.P.O., Perth	10	5	8	5	16	3
Outside a radius of 15 miles but within a radius of 20 miles from the G.P.O., Perth	10	4	7	5	15	8
	Margin per week over Male Basic Wage.			Margin per week over Female Basic Wage.		
	£	s.	d.	£	s.	d.

Classification.

(1) Cooks—						
In establishments where three cooks are employed—						
First Cook	2	5	0	3	10	0
Second Cook	1	5	0	2	15	0
Third Cook	15	0		2	5	0
Where more than three cooks are employed the minimum shall be						
	15	0		2	5	0
Where two cooks are employed—						
First Cook	1	15	0	2	17	6
Second Cook	19	6		2	7	6
Where only one cook is employed						
	1	5	0	2	12	6
(2) Cellarman	1	1	6			
(3) Waiter	10	0				
(4) Kitchenman, pantryman, sculleryman						
	5	0				
(5) Night Porter	15	0				
(6) Hall Porter	10	0				
(7) Hotel Steward	10	0				
(8) Lift Attendant	5	0				
(9) Yardman, handyman, and unspecified male worker						
	5	0				
(10) Waitress				1	17	6
(11) Other female workers				1	17	6

It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for 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.

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 females shall be automatically reduced by the same amount as the basic wage is so increased.

10.—Definitions.

- "Cellarman" shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.
- "Waiter" shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

11.—Junior Workers.

Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates:—

	Percentage of Male Basic Wage per Week.
Between 18 and 19 years of age	55
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

12.—Overtime.

- (a) All work done outside the daily spread provided in clause 6, or beyond eight hours, in any one day, or beyond forty hours in any one week, shall be deemed overtime.
- (b) Overtime shall be paid for at the rate of one third in addition to the ordinary rates herein prescribed: Provided that any overtime in excess of seven hours in any one week shall be paid for at the rate of double time.
- (c) Notwithstanding anything contained in this Award—
- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation, party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause;
- (iii) this subclause shall remain in operation only until otherwise determined by the Court.

13.—Holidays.

All workers (other than night porters) shall be entitled to receive one full day off duty each week: Provided always, that in the case of an employer employing not more than three (3) workers under the provisions of this Award, two half days may be granted by agreement between the employer and the worker in lieu of one full day. If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

The half day off shall, if taken in the morning, terminate at 2 p.m., and, if taken in the afternoon, shall commence at 2 p.m. A worker shall not be required to work more than four (4) hours on the day on which his half day off occurs.

Night Porters.—Night Porters shall be entitled to one night off duty in each week: Provided that, if work is performed by a night porter, in lieu of his night off, he shall be paid one-third, in addition to his ordinary wage, for that night. This provision

shall not be availed of more than on six nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

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 14 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.

On any public holiday not referred to herein, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

#### 14.—Annual Leave.

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

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

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

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

(e) 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.

#### 15.—Meals.

(a) Where full board is provided, workers shall be provided with three meals per day, such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 7 at least one half hour but not more than one hour, shall be allowed for each meal.

#### 16.—Casual Workers

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) hours.

#### 17.—Climbing Ladders and Cleaning of Public Lavatories.

No female worker shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fanlights, walls or windows. No female worker shall be required to clean out men's public lavatories.

#### 18.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment and in such other place as it may be conveniently and readily seen by each worker concerned.

(b) Such roster shall show the name of each worker and denote the hours to be worked by each worker, and shall be open for inspection by a duly accredited representative of the Union in the office, at such time and place as the Record Book is so open for inspection.

(c) Such roster shall be drawn up in such manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

#### 19.—Weekly Wage.

Wages shall be paid at least weekly. No employer shall hold more than one day's wages in hand. Provided that where, by reason of this provision, wages become payable on a Sunday or a public holiday, such wages may be held in hand until the next following day.

Except for casual workers, the contract of service shall be on a weekly basis; provided that one day's notice of termination of service may be given on either side.

#### 20.—Board and Lodging.

##### (1) Females.

(a) Where board is provided, the employer shall be entitled to deduct from the wages of the worker an amount equal to 18.5 per cent. of the Male Basic Wage per week.

(b) Where lodging is provided, the employer shall be entitled to deduct from the wages of the worker an amount equal to 7 per cent. of the Male Basic Wage per week.

(c) Where a worker notifies the employer on the day immediately preceding her day off or half day off, as the case may be, that she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

##### (2) Males (other than night porters and kitchen staff).

(a) Boarding and/or lodging on the licensed premises of the employer shall be prohibited, unless by agreement between the employer and the Union, or, failing such agreement, by permission of the Board of Reference.

(b) Where by agreement or by decision of the Board of Reference—

(i) lodging is provided, the employer shall be entitled to deduct from the wages of the worker an amount equal to 7 per cent. of the Male Basic Wage per week;

(ii) board is provided, the employer shall be entitled to deduct from the wages of the worker an amount equal to 18.5 per cent. of the Male Basic Wage per week.

##### (3) Male Kitchen Staff.

(a) Lodging on the licensed premises of the employer shall be prohibited, unless by agreement between the employer and the Union, or, failing such agreement by permission of the Board of Reference.

(b) Where by agreement or by decision of the Board of Reference—lodging is provided, the employer may deduct from the wages of the worker the amount shown in subclause (2) (b) (i) of this clause.

(c) Where board is provided, the employer shall be entitled to deduct from the wages of the worker the amount set out in subclause (2) (b) (ii) of this clause.

(d) Where a worker notifies the employer on the day immediately preceding his day off or half day off, as the case may be, that he does not desire a meal or meals to be provided on such day off or half day off, the deduction for board shall be reduced by a proportionate amount for each such meal.

##### (4) Male Night Porters.

(a) Lodging on the licensed premises of the employer shall be prohibited, unless by agreement between the employer and the Union, or, failing such agreement, by permission of the Board of Reference.

(b) Where by agreement or by decision of the Board of Reference lodging is provided, the employer may deduct from the wages of the worker the amount shown in subclause (2) (b) (i) of this clause.

(c) Where meals are provided by the employer, a deduction proportionate to the amount shown in subclause (2) (b) (ii) of this clause may be made from the wages of the worker for each meal provided. In no case shall the employer be entitled to deduct for more than two meals provided in any one day.

#### (5) Stewardesses.

No employer shall be compelled to provide board and lodging for a stewardess nor shall a stewardess be required to accept board and/or lodging from an employer.

(6) An employer shall not be entitled to make a deduction for breakfast in the case of a worker whose shift for the day commences not earlier than 11 a.m. or for dinner in the case of a worker whose shift for the day finishes not later than 4 p.m. and the deduction for board shall be reduced by a proportionate amount for each such meal.

Provided that this subclause shall apply to workers sleeping out only and shall not apply where the worker concerned consents to receiving and is actually supplied with such meals.

(7) The board and lodging allowances prescribed by this clause shall vary proportionately with the rise or fall in the basic wage.

#### 21.—Accommodation.

(a) An employer requiring a worker to sleep in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in clause 31.

(b) Workers sleeping in shall be provided with a common sitting-room, apart from their bedrooms, and shall have access to a properly equipped bathroom.

#### 22.—Laundering.

If an employer requires female employees to wear aprons, caps, collars, cuffs or any special uniforms, he shall pay to such employees two shillings (2s.) per week for the laundering of same, otherwise he shall cause the same to be laundered at his own expense.

If an employer requires white coats to be worn by his male employees, he shall pay them two shillings (2s.) per week extra for the laundering of the same, or cause such white coats to be laundered at his own expense.

#### 23.—Bar Work.

Any worker, other than a night porter, who performs the duties of a barman, that is, actually dispensing drinks across the bar, shall be paid the same rate as provided for barmen, under the Barmaids and Barmen's Award, for the time so employed.

#### 24.—Head Bands and Uniforms.

The employer may require plain white head bands to be worn by female employees.

Aprons, caps, collars, cuffs or any special uniforms required to be worn shall be supplied by the employer and shall be the property of the employer. Black dresses as usually worn by housemaids and waitresses and standard type uniforms as usually worn by workers in the industry shall not be deemed to be special uniforms within the meaning of this clause.

#### 25.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer in cases where the employees do not reside on the premises. Such rest rooms shall be provided with table, chairs, and a lounge, couch or bed. These workers shall have access to a bathroom.

#### 26.—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.

#### 27.—Record.

(a) The employer shall keep, or cause to be kept, at his business premises, or at each of them, if more than one, a time and wages book, wherein shall be entered the name and occupation of each worker, and, in the case of junior workers, the age on his last birthday, the time each worker commences and finishes work each day, and the total hours worked each week and the wages paid to each worker.

(b) The record shall be entered up from day to day.

(c) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(d) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker, daily. The hours shown as worked in the record book shall be prima facie evidence of the correctness thereof in any proceedings for the enforcement of this Award.

(e) The book shall be open to inspection by a duly accredited representative of the Union, at the office of the employer, on days other than Saturday and Sunday between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.).

#### 28.—Higher Duties.

Subject to the provisions of clause 23, any worker performing work for more than two hours in any day in work carrying a higher prescribed rate of wage than that in which he is engaged shall receive such higher wage for the time so employed.

#### 29.—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 Worker's 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.

### 30.—Junior Workers' Certificate.

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

1. Name in full.
2. Age and date of birth.
3. Name of each previous employer.
4. Class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be indorsed on the certificate and signed by the employer, upon request of the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate, and, in such case, the employer shall not be guilty of a breach of this Award.

### 31.—Board of Reference.

The Court hereby appoints, for the purpose of the Award, a Board of Reference.

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.

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 interpretations 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,

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.

### 32.—No Victimisation.

No employer shall dismiss any worker from his employment, or injure him in his employment, or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Hotel, Club, Caterers, Tearooms and Restaurant Employees' Industrial Union of Workers, or by reason of the fact that such worker is entitled to all the benefits of this Award.

### 33.—Posting of Award.

A copy of this Award, if supplied by the Union, shall be posted by the employer in the kitchen or pantry of the employer's premises where it may be readily and easily seen by the employees.

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 5th day of November, 1951.

[L.S.]

(Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

Filed at my office this 5th day of November, 1951.

R. BOWYER,  
Clerk of the Court.

## IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA

No. 60 of 1951.

Between The West Australian Hairdressers and Wig-makers' Employees' Union of Workers, Applicant, and Master Gentlemen's Hairdressers' Association of W.A. Union of Employers, Perth, 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 "Hairdressers' Award" and replaces Award No. 60 of 1948.

#### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.
5. Definitions.
6. Hours.
7. Overtime.
8. Holidays.
9. Wages.
10. Apprentices.
11. Time and Wages Record.
12. Engagement.
13. Registration.
14. Sick Pay.
15. Meal Times.
16. Breakdowns, etc.
17. Posting of Award.
18. Preference to Unionists.

#### 3.—Area.

This Award shall be limited to the area comprised within a radius of twenty-five (25) miles from the General Post office in the City of Perth.

#### 4.—Term.

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

#### 5.—Definitions.

Two classes of labour only shall be employed in the industry, viz., journeymen and apprentices.

(a) "Journeyman" shall mean a worker who has been employed in the industry for a period of not less than five (5) years, or who is in possession of a final certificate issued by the Court of Arbitration, or who has been registered with the Hairdressers' Registration Board of Western Australia.

(b) "Apprentice" shall mean a worker of not less than 14 years of age, or a worker less than 21 years of age at the time of commencement in the industry, who is serving articles of apprenticeship, or who is employed in the industry with a view to becoming an apprentice.

(c) "Hairdresser" shall mean any worker engaged in the work usually performed in male hairdressing establishments.

(d) "Registered" shall mean any worker registered by the Hairdressers' Registration Board of Western Australia.

(e) "Casual worker" shall mean a worker engaged for less than one (1) week.

6.—Hours.

- (a) The hours of work shall not exceed forty (40) per week and shall be worked between the hours of 8 a.m. and 6 p.m. on the first five (5) days of the week and 8 a.m. and 1 p.m. on Saturday.
- (b) A worker shall, before ceasing work, complete the one operation in relation to any customer upon whom he is engaged at the time fixed for ceasing work.
- (c) Liberty is reserved to the respondent to apply to the Court at any time for an amendment of the starting and finishing times as set out in subclause (a) hereof.

7.—Overtime.

- (a) Overtime shall not be worked except as provided in clause 6 (b).
- (b) Liberty is reserved to the respondent to apply to the Court at any time for the insertion of the reasonable overtime clause and for the fixation of overtime rates and conditions.

8.—Holidays.

- (a) The following days or the days observed in lieu thereof shall be observed as paid holidays, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day and Boxing Day, and on these days no work shall be performed.
- (b) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.
- (c) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.
- (d) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (e) If after one month's continuous service in any qualifying twelve monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.
- (f) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to annual leave.
- (g) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (e) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.
- (h) A worker who is dismissed for misconduct or dereliction of duty or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.
- (i) The provisions of this clause shall not apply to casual workers.

9.—Wages.

The minimum rate of wages payable shall be as follows:—

	Per Week.
(a) Basic Wage—	£ s. d.
Within a fifteen (15) miles radius from the G.P.O., Perth	10 5 8
Outside a fifteen (15) mile radius, but within a twenty-five mile radius from the G.P.O., Perth	10 4 7
(b) Journeyman	2 0 0

	Per cent. of Basic Wage Per Week.
(c) Apprentices—	
During first six months	20
During second six months	25
During second year	35
During third year	55
During fourth year	80
During fifth year	95

Provided that where an apprentice is 21 years of age or over at the commencement of the fifth year he shall be paid the full basic wage, and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the basic wage for the period following his 21st birthday.

Provided further, that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the tradesman's rate through Government supplementation.

(d) Casual Workers—

- (i) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rate prescribed by this Award.
- (ii) If a worker leaves of his own accord while engaged as a casual worker the rates under this subclause shall not apply.
- (iii) When a worker is absent from work for good cause shown for any period less than a week, the employer may fill his place without incurring liability for casual rates.

(e) Females—

Female workers engaged in performing the services usually carried out by male workers in male hairdressing establishments shall be paid the rates applicable to male workers.

(f) No employer shall rent any chair or employ any worker on a commission basis, or in any manner other than prescribed in this Award.

10.—Apprentices.

- (a) The provisions of the Schedule hereto marked "Apprenticeship Regulations" are hereby embodied in and form part of this Award.
- (b) The term of apprenticeship shall be five (5) years. A probationary period of three (3) months previous to being indentured shall be lawful, such probationary period to be deemed portion of the term of apprenticeship.
- (c) The maximum number of apprentices allowed to any employer in the industry shall be in the proportion of one apprentice to three (3) or fraction of three journeymen employed by him; Provided that the fraction of three (3) shall not be less than one: Provided, further, that a hairdresser working without other hairdressing employees may engage one apprentice.
- (d) Where the employer or partner or manager regularly works at the trade, such persons shall be counted as journeymen for the purpose of computing the number of apprentices to be allowed.
- (e) Subject to the approval of the Apprenticeship Board appointed under the Apprenticeship Regulations, an apprentice in the fifth (5th) year may be counted as a journeyman for the purpose of computing the number of apprentices to be allowed.
- (f) Where an employer desires to apprentice his son, he may do so without regard to the provisions of subclause (c) hereof.

11.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing:—

- (a) The name of each worker.
- (b) The class of work performed.
- (c) The hours worked each day.
- (d) The wages paid to each worker.
- (e) The ages of the apprentices.

Such book shall be open for inspection by a duly authorised representative of the Union not more than once in each week, between the working hours of 10 a.m. and 4 p.m.

12.—Engagement.

- (a) Except in the case of a casual worker, employment shall be terminable by one (1) week's notice given by either party.

(b) A casual worker's employment may be terminated without notice.

(c) Any worker may be summarily dismissed by his employer for misconduct or refusal to obey orders.

#### 13.—Registration.

No worker shall be employed in the industry as a hairdresser, other than those registered by Hairdressers Registration Board of Western Australia.

#### 14.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of 1/12th of a week's pay for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week's pay in each calendar year.

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

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

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default, or for sickness arising out of his own wilful default.

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker who in any calendar year has already been allowed paid sick leave on one occasion for one day only shall not be entitled to payment for any further absence of one day only unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

#### 15.—Meal Times.

A worker shall be entitled to one (1) hour for lunch between the hours of 11.30 a.m. and 2.30 p.m., Monday to Friday, inclusive: Provided that by agreement between the worker and the employer a break for lunch of not more than (1) one hour nor less than thirty (30) minutes may be taken at a time mutually convenient.

#### 16.—Breakdowns, Etc.

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

#### 17.—Posting of Award.

A copy of this Award shall be posted in a conspicuous place in the staff room of the employer's premises.

#### 18.—Preference to Unionists.

(a) In this clause, the term "unionist" means a worker who is a member of the union of workers, and the term "non-unionist" means a worker who is not a member of the union.

(b) Unionists shall be given preference of employment, and an employer who employs a non-unionist commits a breach of this Award if during such employment there are unionists competent to do the work and available and ready to perform it.

(c) Unionists shall offer themselves for employment by members of the employers' union in preference to non-members, and a unionist who seeks employment by a non-member commits a breach of this clause in seeking such employment while the labour requirement of the members of the employers' union remain unfilled.

(d) It shall not be a breach of this clause for an employer to continue to employ a non-unionist who was in his or her employment at the date of this Award, but the employment of the non-unionist shall cease not later than twenty-one (21) days from such date unless in the meantime the worker becomes a unionist.

(e) If during the continuance of this Award the union of workers or the majority of the members of the union shall be concerned in or take part in anything in the nature of a strike, or the union, by any device whatsoever hampers or restricts the admission of any bona fide worker as a member, the benefit of this clause shall *ipso facto* cease and determine.

(f) If any employment subsist or continue to subsist in breach of this clause, both the employer and the worker concerned shall be liable to a penalty for the breach.

#### Schedule.

#### APPRENTICESHIP REGULATIONS.

##### Definitions.

1. (1) "Act means the Industrial Arbitration Act, 1912-1950," and any alteration or amendment thereof for the time being in force.

(2) "Award" includes Industrial Agreement.

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

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

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

#### EMPLOYMENT—PROBATION.

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

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

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

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

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

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

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

### APPRENTICESHIP BOARD.

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

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

(a) A chairman, to be appointed by the Court, and

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

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

(a) To endeavour to promote apprenticeships under this Award;

(b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;

(c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;

(d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;

(e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is sufficient number of apprentices being trained to meet future requirements and in the interests of the community;

(f) to advise the Court as to all matters appertaining to apprentices.

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

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

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

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

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

### AGREEMENT OF APPRENTICESHIP.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

(a) The names and addresses of the parties to the agreement.

(b) The date of birth of the apprentice.

(c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.

(d) The date at which the apprenticeship is to commence and the period of apprenticeship.

(e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.

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

(g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

(h) The general conditions of apprenticeship.

### Transfer of Apprentices.

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

(i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or

(ii) upon the application of the employer or the apprentice for good cause shown.

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

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

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

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

15. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agree-

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

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

#### 17.—Cancellation of Agreement.

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

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

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

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

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

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

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

#### 22.—Extension of Term.

Subject to regulation 38, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court

for the purpose of such extension. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine. (See also regulations 34 and 35.)

#### 24.—Technical Education Classes.

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

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

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

#### 25. Any apprentice who:

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

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

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

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

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

#### Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Lost Time.

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

- (a) payment for such sickness shall not exceed a total of two weeks in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer.
- (c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not

arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

(d) Liberty is reserved to the respondents to apply for the deletion of this regulation.

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

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

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

#### 40.—Part-time Employment.

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

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

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

#### 41.—Miscellaneous.

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

- (a) a record of all apprentices and probationers placed with employers;
- (b) a record of all employers with whom apprentices are placed;
- (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
- (d) any other particulars the Court may direct.

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

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

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

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

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

- (a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.
- (b) refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

43. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1950, shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is

employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

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

45. In every application under clauses 15, 18, 19, 20 and 40 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

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 8th day of November, 1951.

[L.S.] (Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

Filed at my office this 8th day of November, 1951

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 207 of 1950.

Between Coastal Dock, Rivers and Harbour Works Union of Workers, Applicant, and the Minister for Works, Respondent.

HAVING heard Mr. P. L. Troy on behalf of the applicant and Mr. A. B. Stannard 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. 83 of 1947 be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 16th day of November, 1951.

[L.S.] (Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

#### Schedule.

1. Delete existing clause and insert in lieu thereof:—

#### 1. Wages.

Basic Wage:	per week
	£ s. d.
Within a fifteen (15) mile radius from the General Post Office, Perth	10 5 8
South West-Land Division excluding the Metropolitan Area	10 4 7
Elsewhere	10 10 11
	Margin Over Basic Wage.
	£ s. d.

#### Designation:

Ladderman	2 5 0
Pipe Winchman on Suction Dredge	2 5 0
Winchman	1 15 0
Assistant Winchman	1 7 6
Quartermaster	1 5 0
Deck Hand	1 5 0
Fireman	1 15 0
Greaser	2 5 0
Casual Watchman on Dredge in Commission—Deck hand's ordinary rate plus 10 per cent. per shift of 8 hours.	

#### COMPANIES ACT, 1943-1946.

Notice of Increase in Share Capital beyond the Registered Capital.

Pursuant to Section 66.

(Blackwood Flax Co-operative Co. Ltd.)

1. BLACKWOOD FLAX CO-OPERATIVE CO. LIMITED hereby gives notice that by a resolution of the company passed on the 27th day of October, 1951, the nominal share capital of the company was increased by the addition thereto of the sum of £25,000 divided into 25,000 shares of £1 each beyond the registered capital of £25,000.

2. The additional capital is divided as follows:—  
Number of Shares, 25,000; Class of Shares, ordinary; Nominal amount of each Share, £1.

3. The conditions subject to which the new shares have been or are to be issued are as follows:—Equal to existing shares.

Dated this 23rd day of November, 1951.

E. L. CUMMINS,  
Secretary.

Copy of resolution passed at the Annual General Meeting of shareholders of Blackwood Flax Co-operative Co. Limited, held at Boyup Brook on 27/10/1951.—“Our nominal capital be increased from £25,000 to £50,000 by the subsequent issue of 25,000 £1 ordinary shares.”

#### COMPANIES ACT, 1943-1949.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Pursuant to Section 99 (4).

South Coast Hostel Pty. Ltd.

To The Registrar of Companies.

NOTICE is hereby given that the Registered Office of South Coast Hostel Pty. Ltd. is situate at the office of Messrs. J. D. Whyte, Reilly & Mitchell Chartered Accountants (Aust.), First Floor, London Assurance House, 12 Howard Street, Perth and that the days and hours during which such office is accessible to the Public are as follows:—10 a.m. to 12 noon, and 2 p.m. to 4 p.m. Mondays to Fridays inclusive, public holidays excepted.

Dated this 23rd day of November, 1951.

S. M. REILLY,  
Director.

Unmack & Unmack, of London Assurance House, 12 Howard Street, Perth, Solicitors for the above-named Company.

#### COMPANIES ACT 1943-1949.

Western Chemical Agency Co. Limited.

NOTICE is hereby given that the Registered Office of Western Chemical Agency Co. Limited is situate at Room 89, A.N.A. House, St. George's Terrace, Perth, in the State of Western Australia and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. on all weeks days (Saturdays and public holidays excepted).

Dated this 22nd day of November, 1951.

H. G. LINDQUIST,  
Director.

Dwyer & Thomas, of National House, William Street, Perth, Solicitors for the Company.

#### COMPANIES ACT, 1943-1949.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Pursuant to Section 99 (4).

Palm Beach Caravan & Camping Park Pty. Ltd.  
To The Registrar of Companies.

NOTICE is hereby given that the Registered Office of Palm Beach Caravan & Camping Park Pty. Ltd. is situate at the office of Messrs. J. D. Whyte,



Reilly & Mitchell chartered Accountants (Aust.), First Floor, London Assurance House, 12 Howard Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon, and 2 p.m. to 4 p.m. Mondays to Fridays inclusive, public holidays excepted.

Dated this 21st day of November, 1951.

STUART MARION,  
Director.

Unmack & Unmack, of London Assurance House, 12 Howard Street, Perth, Solicitors for the above-named Company.

#### COMPANIES ACT, 1943-1949.

##### Notice of Situation of Registered Office.

GOLD MINES OF KALGOORLIE (AUST.) LIMITED hereby gives notice that the Registered Office of the Company is situated at 55 MacDonald Street, Kalgoorlie, and that the days and hours during which such office is accessible to the public are as follows:—9 a.m. to 12 noon, and 2 p.m. to 4 p.m. on Mondays to Fridays inclusive (public holidays excepted).

Dated this 5th day of November, 1951.

G. W. BRAIN,  
Agent in Western Australia.

Jackson, McDonald, Connor & Ambrose, Solicitors, 55 St. George's Terrace, Perth.

#### COMPANIES ACT, 1943-1949.

##### Notice of Situation of Registered Office.

CARNATION COMPANY PTY. LIMITED hereby gives notice that the Registered Office of the company is situated at Third Floor, 55 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday, 9.30 a.m. to 4.30 p.m. (except on public holidays).

Dated the 26th day of November, 1951.

G. D. WRIGHT,  
Agent in Western Australia.

Jackson, McDonald, Connor & Ambrose, Solicitors, 55 St. George's Terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1949, and in the matter of South Coast Hostel 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 South Coast Hostel Pty. Ltd.

Dated this 23rd day of November, 1951.

G. J. BOYLSON,  
Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1949, and in the matter of Renown Supplies & Services 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 Renown Supplies & Services Pty. Ltd.

Dated this 20th day of November, 1951.

G. J. BOYLSON,  
Registrar of Companies.

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

IN THE MATTER OF THE COMPANIES ACT, 1943-1949.

(Section 296, Subsection (5).)

NOTICE is hereby given that the names of the undermentioned Companies have been struck off the Register of Companies and the said Companies are dissolved:—

99/20—The Lake Barlee Pastoral Company Limited.

98/28—Wilga Coal Mining and Carbonization Co. (W.A.) Ltd.

19/29—Pericles Gold Mines Pty. Limited.

67/31—Greater Perth Land and Investment Co. (1931) Ltd.

84/33—Westralian Wheat Farmers Limited.

96/33—Kalgoorlie and Interstate Trading Company Limited.

92/34—Accountancy Service Limited.

21/36—Whinfield Investments Proprietary Limited.

60/36—Goldfields Steam Laundry Limited.

87/38—Harbig Distributors Pty. Limited.

66/39—Snow Cream Proprietary Limited.

26/40—Murrayfield Nominees Australian Pty. Limited.

50/40—Ravenswood Investments Pty. Limited.

11/41—May Queen Gold Mines Limited.

12/41—Forest Fuels Proprietary Limited.

4/44—General Secretariat (W.A.) Limited.

21/45—Gleadall Industries Limited.

30/45—The Stirling Caterers Pty. Limited.

21/46—Manjimup Community Centre Limited.

59/46—Unbehaun and Johnson Limited.

68/46—Ajax Treatment Co. Limited.

9/47—Normans Limited.

10/47—Universal Agencies Pty. Limited.

40/47—Western Australia Household Equipment Pty. Limited.

83/47—Perth Serpentine Bus Company Limited.

45/48—Coolgardie Gold Mines Limited.

49/48—Port Plating (Pty.) Ltd.

108/48—M. & G. Products Proprietary Limited.

58/49—Metro Cordial Company Limited.

68/49—Pullbrook Agency Co. Pty. Ltd.

83/49—Blighty Estates Pty. Ltd.

103/49—Calyerup Creek Gold Prospecting Co. Pty. Ltd.

35/50—The Perth Kalgoorlie Gold Mining and Trading Company Limited.

Dated the 30th day of November, 1951.

G. J. BOYLSON,  
Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT, 1943-1949, and in the matter of Palm Beach Caravan & Camping Park 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 Palm Beach Caravan & Camping Park Pty. Ltd.

Dated this 21st day of November, 1951.

G. J. BOYLSON,  
Registrar of Companies.

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

#### THE ASSOCIATIONS INCORPORATION ACT, 1895.

I, HERBERT WILLIAM HANLEY, of Pemberton, a person hereunto authorised by the Pemberton Country Club do hereby give notice that I am desirous that such Club be incorporated under the provisions of the Associations Incorporation Act, 1895.

Dated the 17th day of November, 1951.

H. W. HANLEY,

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

Memorial of Pemberton Country Club.

1. Name of Association—Pemberton Country Club.

2. Objects or purposes of the Association—To establish, maintain and conduct a Club of a social, literary and recreational character, non-political, for the purpose of providing accommodation for the members and their guests upon premises of which the Club are the *bona fide* occupiers.

3. Where situated or established—Pemberton.

4. The name or names of the Trustee or Trustees—Joseph Neon Rowberry and Ernest Charles Albany Bastian.

5. In whom the management of the Club is vested and by what means (whether by deed settlement or otherwise)—A Committee elected for no less than 12 months by the general body of members. The Committee shall consist of the president, two vice presidents, treasurer and five other members as provided by the rules.

Percy A. Ewing, Bridgetown, Solicitor for Pemberton Country Club.

#### NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto existing between the undersigned Francis Norman Clifton and Leonard Clifton in the business of Farmers and Garage Proprietors carried on at Waterloo under the firm name of "Clifton Bros" has been dissolved by mutual consent as from the 30th day of June, 1951.

The business of Farmers will henceforth be carried on solely by the said Leonard Clifton to whom all debts due to the Partnership in respect of such business shall be paid and who will pay and discharge all debts owing by the Partnership in respect thereof.

The business of Garage Proprietors will henceforth be carried on solely by the said Francis Norman Clifton to whom all debts due to the Partnership in respect of such business shall be paid and who will pay and discharge all debts owing by the Partnership in respect thereof.

Dated the 24th day of November, 1951.

F. N. CLIFTON,

Signed by the said Francis Norman Clifton in the presence of—

R. H. Hughes.

L. CLIFTON.

Signed by the said Leonard Clifton in the presence of—

R. H. Hughes.

Eastman & Jenour, Solicitors, Bunbury.

#### IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will of Harold Douglas Forward, formerly of Goomalling Road, Northam, in the State of Western Australia, late of 11 McLaren Street, South Fremantle, in the said State, Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executors, care of Pearson Lyon & Co., Solicitors, Northam, on or before the 31st day of December, 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 November, 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 Amanda Mary Farleigh, late of 3 Langsford Street, Claremont, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovementioned deceased are required to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 31st day of December, 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 23rd day of November, 1951.

STONE, JAMES & CO.,  
47 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 Arthur Reginald Adams, late of 24 King's Road, Subiaco, in the State of Western Australia, Retired Medical Practitioner, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 91 St. George's Terrace, Perth, on or before the 31st day of December, 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 23rd day of November, 1951.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Executor.

#### IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Susan Frances O'Brien (sometimes known as Susan Florence O'Brien), formerly of 13 Twickenham Road, Victoria Park, in the State of Western Australia, but late of 35 Murray Street, Bayswater, in the said State, Widow, deceased.

ALL claims and demands against the estate of the abovenamed deceased must be sent in writing to the Executrix, Mary Scully, care of Maxwell & Lalor, 23 Barrack Street, Perth, on or before the 31st day of December, 1951, after which date the said Executrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which she shall then have had notice.

Dated this 27th day of November, 1951.

MAXWELL & LALOR,  
Solicitors,  
23 Barrack Street, Perth.

#### IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 31st day of December, 1951, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 28th day of November, 1951.

J. H. GLYNN,  
Public Trustee.

Public Trust Office,  
Perth, W.A.

Name, Occupation, Address, Date of Death.

Eustice, David Reynolds; Foreman Mine Employee; formerly of 176 Burt Street, Boulder, and of 2A Dorothea Street, Kalgoorlie, but late of 6 Buller Street, Kalgoorlie; 19/8/51.

Geggie, Arthur Evlyn (also known as Arthur Evelyn Geggie and Arthur Evlyn Geggie); Retired Waterside Worker; formerly of 75 Lefroy Road, South Fremantle, but late of 9 Lefroy Road, South Fremantle; 25/7/51.

Hassell, Jane Elizabeth; Widow; late of 1E Dart Street, Boulder; 25/7/51.

Farquhar, William; Clerk and War Pensioner; late of 118 Brown Street, East Perth; 15/3/51.

Rahaley, Thomas Victor; Retired Farmer; late of 56 Grosvenor Road, Mt. Lawley; 11/2/51.

Eryson, Arthur John; Retired Accountant; late of Goulburn in New South Wales; 30/8/49.

Thornton, Samuel; Painter and Labourer; late of 6 Coronation Street, Merredin; 18/7/51.

McVeigh, Terrence John (also known as Terence John McVeigh); Bulldozer Driver; late of Wittenoom Gorge; 10/6/51.

Leahy, Bert Alexander; Storeman; late of 63 George Road, Geraldton; 6/8/51.

Hayden, William Francis; Retired Orchardist; late of 1 Tenth Avenue, Inglewood; 20/9/51.

Cockell, Alfred Henry; Retired Labourer and Gardener; late of Scarborough Beach Road, Scarborough; 12/8/51.

MacDermott, Henry Mark Joseph; Civil Engineer; late of Nedlands; 29/7/51.

Stent, Edwin Joseph Vincent (also known as Edward Joseph Stent); Labourer; late of Western Gorge, Wittenoom; 10/6/51.

Crisp, Rosina Jane; Widow; late of "Meadvale," Chelmsford Road, Blackmore, Essex, in England; 13/4/51.

Legge, Amy (also known as Emma Legge); Married Woman; late of Langside Portroy, Banffshire, in Scotland; 23/11/48.

Long, Martin Charlton; Electrician; late of Mingenew; 30/9/50.

Gagetti, Stefano; Retired Prospector; late of Nedlands; 18/8/51.

Baldwin, Caroline Maud (in the Will Caroline Maude Baldwin); Married Woman; late of Serpentine; 29/8/51.

Green, James Frederick; Retired Railway Officer; formerly of Fairway Street, Narrogin, but late of 5 Bond Street, Katanning; 22/8/51.

Flute, Walter; Retired Railway Employee; late of 20 Kipling Street, Narrogin; 10/8/51.

Flute, Mary Hannah; Widow; late of 20 Kipling Street, Narrogin; 18/9/51.

Warnock, Francis Johnston; Retired Labourer; late of 5 Henry Street, Midland Junction; 17/7/51.

Birch, James Oliver; Retired Railway Employee; late of 65 Charles Street, Midland Junction; 14/9/51.

Shields, Ronald John; Labourer and Tannery Employee; late of 208 Aberdeen Street, West Perth, 21/6/51.

#### 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 28th day of November, 1951.

J. H. GLYNN,  
Public Trustee,  
Perth.

Name of Deceased, Occupation, Address, Date of Death, Date Election Filed.

McVeigh, Terrence John (also known as Terence John McVeigh); Bulldozer Driver; late of Wittenoom Gorge; 10/6/51; 22/11/51.

Leahy, Bert Alexander; Storeman; late of 63 Gorge Road, Geraldton; 6/8/51; 22/11/51.

Hayden, William Francis; Retired Orchardist; late of 1 Tenth Avenue, Inglewood; 20/9/51; 22/11/51.

Cockell, Alfred Henry; Retired Labourer and Gardener; late of Scarborough Beach Road, Scarborough; 12/8/51; 22/11/51.

MacDermott, Henry Mark Joseph; Retired Civil Engineer; late of Nedlands; 29/7/51; 22/11/51.

Stent, Edwin Joseph Vincent (also known as Edward Joseph Stent); Labourer; late of Western Gorge, Wittenoom; 10/6/51; 23/11/51.

Crisp, Rosina Jane; Widow; late of "Meadvale," Chelmsford Road, Blackmore, Essex in England; 13/4/51; 23/11/51.

Legge, Amy (also known as Emma Legge); Married Woman; late of Langside Portroy, Banffshire in Scotland; 23/11/48; 23/11/51.

Long, Martin Charlton; Electrician; late of Mingenew; 30/9/50; 23/11/51.

Gagetti, Stefano; Retired Prospector; late of Nedlands; 18/8/51; 23/11/51.

Shields, Ronald John; Labourer and Tannery Employee; late of 208 Aberdeen Street, West Perth; 21/6/51; 27/11/51.

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(Published Quarterly.)

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#### NOTICE.

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## Acts of Parliament, etc.—continued.

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Fisheries Act (Consolidated)	0	1	6
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
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Hospital Fund Act	0	1	0
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Illicit Sale of Liquor Act	0	0	6
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Mine Workers' Relief Fund Act and Regulations	0	2	6
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## Acts of Parliament, etc.—continued.

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