



# Government Gazette

OF

## WESTERN AUSTRALIA

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No. 2.]

PERTH: FRIDAY, 9th JANUARY

[1959.

Local Courts Act, 1904-1957.

## PROCLAMATION

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

WHEREAS it is enacted, *inter alia*, by section 5 of the Local Courts Act, 1904-1957, that the Governor may, by Proclamation, order that courts to be called Local Courts shall be held at such places as he thinks fit; and whereas it is further enacted, *inter alia*, by section 10 of the said Act, that the Court shall be held in the place appointed by the Governor once at least in such period of time as the Governor directs by Proclamation: Now, therefore I, the Lieutenant-Governor and Administrator, acting with the advice and consent of the Executive Council and in exercise of the powers conferred upon me by the said Act, do hereby order that a Local Court shall be held at Three Springs and further I direct that such Court shall be held once at least in each period of three months.

Given under my hand and the Public Seal of the said State, at Perth, this 22nd day of December, 1958.

By His Excellency's Command,

E. NULSEN,  
Minister for Justice.

GOD SAVE THE QUEEN ! ! !

Land Act, 1933-1958.

## PROCLAMATION

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

Corres. No. 3122/57.

WHEREAS by section 31 of the Land Act, 1933-1958, 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 Her Majesty for any of the purposes specified in the said sections; and whereas it is deemed expedient that the reserve described in the schedule hereto should be classified as of Class "A": Now, therefore I, the Lieutenant-Governor and Administrator, with the advice of the Executive Council, do by this Proclamation classify as of Class "A" the reserve described hereunder.

## Schedule.

Reserve No. 25203 (Wellington Location 4779) containing 4 acres and 2 roods for the purpose of "Recreation." (Plan 411A/40, A2.)

Given under my hand and the Public Seal of the said State, at Perth, this 22nd day of December, 1958.

By His Excellency's Command,

L. F. KELLY,  
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

## PROCLAMATION

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

Corres. No. 5735/50, Vol. 2.

WHEREAS by the Transfer of Land Act, 1893-1950, the Governor is empowered, by Proclamation in the *Government Gazette*, to revest in Her Majesty as of her former estate all or any lands whereof Her Majesty may become the registered proprietor; and whereas Her Majesty is now the registered proprietor of the lands described in the Schedules hereto: Now, therefore I, the Lieutenant-Governor and Administrator, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors, the lands described in the Schedules hereto, as of her former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 22nd day of December, 1958.

By His Excellency's Command,  
L. F. KELLY,  
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

## Schedule "A."

Corres. No.; Description; Certificate of Title:  
Volume, Folio.

- 4025/57; portion of Swan Location 807 and being lot 32 on Diagram 22919; 1211, 619.  
1880/56; portion of Murray Location 724 and being lot 628 on Plan 6945; 1214, 408.  
3122/57; portion of Leschenault Location 31; 1216, 446.  
5006/50; portion of Canning Location 31 and being part of lot 119 on Plan 694 (sheet 1); 1171, 590.  
8459/08, Vol. 2; portion of Plantagenet Location 1935; 1213, 869.  
4325/54; portion of Swan Location 217 and being lot 17 on Deposited Plan 2356; 247, 91.  
4325/54; portion of Swan Location K2 and being lots 171 and 172 on Plan 37; 728, 24.  
3359/57; portion of Cockburn Sound Location 20; 203, 162.

## Schedule "B."

- 2875/95; Mardarbillia Location 6 and being the reservations the balance of the land the subject of Certificate of Title Volume 1020, folio 470.  
2730/58; portion of East Location 12 and being the reservations the balance of the land the subject of Certificate of Title Volume 1003, folio 966.

## PROCLAMATION

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

Corres. No. 5735/50, Vol. 2.

WHEREAS by the Transfer of Land Act, 1893-1950, the Governor is empowered, by Proclamation in the *Government Gazette*, to revest in Her Majesty as of her former estate all or any lands, whereof Her Majesty may become the registered proprietor; and whereas Her Majesty is now the registered proprietor of the lands described in the Schedule hereto: Now, therefore I, the Lieutenant-Governor and Administrator, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors, the lands described in the Schedule hereto, as of her former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 22nd day of December, 1958.

By His Excellency's Command,  
L. F. KELLY,  
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

## Schedule.

Corres. No.; Description of Land; Certificate of Title: Volume, Folio.

- 3237/58; Albany Town Lot 388, the subject of Diagram 12267; 1083, 385.  
3021/56; so much of Victoria Location 832 as is coloured green on Plan 2184, Sheet 4a; 479, 88.  
1879/34; the portion of Williams Location 12310, the subject of Diagram 23493; 1216, 711.  
1879/34; portion of Williams Location 10532 and being lot 1, the subject of Diagram 21857; 1216, 712.  
1879/34; portion of Williams Location 10532 and being lot 2, the subject of Diagram 21858; 1216, 713.  
1879/34; the portion of Williams Location 2883, the subject of Diagram 21856, and the portion of Williams Location 10632 the subject of Diagrams 21859, 21860 and 21861; 1218, 558.  
2148/26; portion of Murray Location 527 and being lots 5, 7 and 8 on Plan 2767; 1214, 432.

## Dedication of Public Highway.

## Bunbury Municipality.

## PROCLAMATION

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

Corr. 8035/22.

WHEREAS by section 223 of the Municipal Corporations Act, 1906-1956 (6 Edwardi, No. 32), it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force; and whereas the Bunbury Municipal Council has requested that certain land named and described in the Schedule hereunder which has been used for a street within the Municipality of Bunbury, be declared a public highway: Now therefore I, the said Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public highway, and such land shall, from the date of this Proclamation, be absolutely dedicated to the public as a highway within the meaning of any law now or hereafter in force.

## Schedule.

Name of Street; Width; Position; Titles Office Plans.

- Holywell Street (Extension); 100 links; along the north-western boundary of lot 208 of Leschenault Location 26; from William Street to Hayward Street; and being the land coloured green and brown on L.T.O. Diagram 4335.

Given under my hand and the Public Seal of the said State, at Perth, this 22nd day of December, 1958.

By His Excellency's Command,

(Sgd.) F. J. S. WISE,  
Minister for Local Government.

GOD SAVE THE QUEEN ! ! !

## Factories and Shops Act, 1920-1957.

## PROCLAMATION

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

F. and S. 666/48.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1957, that the expression "Public Holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Lieutenant-Governor and Administrator, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Monday, the 26th day of January, 1959, shall be a public holiday throughout the State for the purposes of section 115 of the Factories and Shops Act, 1920-1957, and all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses, shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of December, 1958.

By His Excellency's Command,

WM. HEGNEY,  
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

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 as follows:—

Corr. No. 1518/57.—That reserve 24850 (Trayning Lot 88) should vest in and be held by the Kununoppin-Trayning Road Board in trust for Recreation (Bowling Club).

(The Order in Council issued under Executive Council Minute No. 2166, dated 8th November, 1957, respecting this reserve is hereby superseded.)

Corr. No. 2240/54.—That reserve 25227, at Port Hedland, should vest in and be held by the Port Hedland Road Board in trust for Camping.

Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, do hereby direct that the beforementioned reserves shall vest in and be held by the abovementioned bodies in trust for the purposes aforesaid with power to the said bodies, subject to the approval in writing of the Minister for Lands being first obtained, to lease the whole or any portion of the said reserves for any term not exceeding 21 years from the date of the lease.

R. H. DOIG,  
Clerk of the Council.

## Land Act, 1933-1958.

## ORDER IN COUNCIL.

Corres. No. 1138/55.

WHEREAS by section 33 of the Land Act, 1933-1958, 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. 25230 (Fremantle Lot 1852) should, subject as aforesaid be granted in fee simple to The Federation of Western Australia Police and Citizens' Boys' Clubs Incorporated to be held in trust for the purpose of a "Police Boys' Club Site": Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, do hereby direct that the beforementioned reserve shall be granted in fee simple to the aforesaid body to be held in trust for the aforesaid purpose, 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.

## Forests Act, 1918-1954.

## ORDERS IN COUNCIL.

WHEREAS by the Forests Act, 1918-1954, it is provided that the Governor may, by an Order in Council, dedicate any Crown lands as State Forest within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Lieutenant-Governor and Administrator, with the advice and consent of Executive Council, do hereby dedicate as follows:—

Forests File 719/52, Lands File 6321/51.—Nelson Locations 11070 and 11075 as Timber Reserve No. 138/25 within the meaning and for the purposes of the said Act. (Plan 439A/40, C2.)

Forests File 227/58, Lands File 407/58.—Murray Location 1107 as an addition to State Forest No. 14 within the meaning and for the purposes of the said Act. (Plan 380C/20.)

AT a meeting of the Executive Council, held in the Executive Council Chamber, Perth, this 22nd day of December, 1958, the following Orders in Council were authorised to be issued:—

## Land Act, 1933-1958.

## ORDERS IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1958, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient as follows:—

Corr. No. 6920/96.—That reserve No. 6338 should vest in and be held by the Toodyay Road Board in trust for the purpose of Civic Centre Site.

Corr. No. 2878/53.—That Class "A" reserve No. 25141 should vest in and be held by the Augusta-Margaret River Road Board in trust for the purpose of Recreation.

Corr. No. 3092/58.—That reserve No. 25191 should vest in and be held by the Dalwallinu Road Board in trust for the purpose of Camping.

Corr. No. 3122/57.—That Class "A" reserve No. 25203 should vest in and be held by the Harvey Road Board in trust for the purpose of Recreation.

Corr. No. 3820/58.—That reserve No. 25229 should vest in and be held by the Busselton Road Board in trust for the purpose of Recreation.

Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, do hereby direct that the beforementioned reserves shall vest in and be held by the abovementioned bodies in trust for the purposes aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

R. H. DOIG,  
Clerk of the Council.

## Land Act, 1933-1958.

## ORDERS IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1958, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any

Forests Files 1103/50 and 1739/35, Lands File 1879/34.—Williams Locations 14936 and 15258 to 15263 inclusive as additions to State Forest No. 51 within the meaning and for the purposes of the said Act. (Plans 378D/40, A4, 385A/40, A1.)

Forests Files 324/55 and 1109/53, Lands File 2148/26, Vol. 4.—Murray Locations 1513 and 1530 as additions to State Forest No. 14 within the meaning and for the purposes of the said Act. (Plans 384A/40, B2, 379A/40, AB2.)

R. H. DOIG,  
Clerk of the Council.

Land Drainage Act, 1925-1954.  
Capel-Boyanup Land Drainage.

ORDER IN COUNCIL.

P.W.W.S. 769/57.

WHEREAS by the Land Drainage Act, 1925-1954, it is provided that before undertaking the construction of drainage works, the Minister shall submit plans, descriptions, books of reference and estimates of the proposed works to the Lieutenant-Governor for approval, and that if they are approved, the Lieutenant-Governor may forthwith, by Order in Council, empower the Minister to undertake the construction of the proposed works: Now, therefore, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, hereby approves of the plans, descriptions, books of reference and estimates marked on P.W.D., W.A., 36401, for the construction of the drainage works within the Capel-Boyanup District which were duly submitted for approval, and hereby empowers the Minister to undertake the construction of the said works.

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

Country Areas Water Supply Act, 1947-1957.

ORDER IN COUNCIL.

Great Southern Towns Country Water Area—  
Extension Constitution of Brookton, Popanyinning, Cuballing, Highbury, Woodanilling and Katanning Rating Zones.

1. UNDER sections 8 and 10 of the Country Areas Water Supply Act, 1947-1957, the Brookton Country Water Area and Rating Zone and the Katanning Country Water Area and Rating Zone as constituted and defined by Order in Council in the *Government Gazette*, dated 14th June, 1957, are abolished.

2. Under section 8 of the Country Areas Water Supply Act, 1947-1957, and for purposes of that Act, the boundaries of the "Great Southern Towns Country Water Area," as constituted and defined by Orders in Council published in the *Government Gazettes* dated 14th June, 1957, and 13th December, 1957, are extended to include all the land—

- (a) being the strips of land comprised within 50 links on either side of the water pipe lines already constructed and now laid down by the said Minister, in, on or over the land referred to in subparagraph (b) of this paragraph and up to the points at which the said water pipe lines meet the boundaries of each of the areas described in subparagraphs (c) to (m) of this paragraph and any portions of the Great Southern Towns Country Water Area previously constituted;
- (b) being the land delineated and coloured red on the plan being Department of Lands and Surveys Registered Plan, Miscellaneous Plan 229, sheets 1-5 inclusive, and Department of Public Works Plan P.W.D., W.A., 36495, sheets 1-5 inclusive;
- (c) all that portion of land bounded by lines starting from the northern corner of Brookton Townsite, a point situate on the south-eastern boundary of Avon Location

711 and extending north-easterly and north-westerly along boundaries of that location to the southernmost corner of Moorumbine Agricultural Area Lot 186; thence north-easterly along the south-eastern boundary of that lot to the northern corner of lot 76; thence south-easterly along the north-eastern boundary of that lot to its easternmost corner and onwards to the western corner of Avon Location 924, a point on the Brookton Townsite boundary aforesaid; and thence generally south-easterly, generally westerly, generally north-westerly and generally north-easterly along that townsite boundary to the starting point—

being the land delineated and bordered brown and marked "A" on sheet 1 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 1 of the said Plan P.W.D., W.A., 36495;

- (d) all that portion of land bounded by lines starting from the north-eastern corner of Avon Location 5132 and extending easterly and generally south-easterly along boundaries of location 21413 (reserve 16909) to the easternmost north-eastern corner of location 21414; thence southerly along the eastern boundary of that location to the north-eastern corner of location 6160; thence westerly and southerly along boundaries of that location to a point situate 5 chains 7 and 9/10ths links northerly from the south-western corner of that location; thence 134 degrees 28 minutes, 7 chains 23 and 4/10ths links to the southern boundary of that location; thence 175 degrees 56 minutes, 4 chains 75 links; thence 135 degrees 39 minutes, 27 chains 89 links; thence 90 degrees 4 minutes, 17 chains 87 and 3/10ths links to and along the southern boundary of location 4802 to a point situate 15 chains 25 and 1/10th links from its south-western corner; thence 180 degrees 4 minutes, 17 chains 24 links to the southern boundary of location 6380 and onwards 3 chains 17 and 2/10ths links; thence 270 degrees 7 minutes, 2 chains 79 and 6/10ths links; thence 246 degrees 38 minutes, 24 chains 18 links to the western boundary of location 9888; thence 274 degrees 45 minutes, 33 chains 65 and 8/10ths links to the western boundary of location 13297; thence northerly 19 chains 45 and 1/10th links along that boundary; thence 232 degrees 7 minutes, 3 chains 18 and 5/10ths links; thence 305 degrees 4 minutes, 9 chains 16 and 4/10ths links; thence 278 degrees 20 minutes, 5 chains 63 and 5/10ths links; thence 227 degrees 31 minutes, 2 chains 90 links; thence 303 degrees 46 minutes, 8 chains 15 and 2/10ths links; thence 287 degrees 6 minutes, 1 chain 13 and 5/10ths links; thence 255 degrees 20 minutes, 22 chains and 5/10ths links; thence 340 degrees 33 minutes, 9 chains 97 and 8/10ths links; thence 260 degrees 34 minutes, 10 chains 2 and 5/10ths links; thence 260 degrees 51 minutes, 10 chains 60 links; thence 306 degrees 57 minutes, 11 chains 61 and 8/10ths links to the southern side of road number 3185 and onwards to a point situate 2 chains 87 and 8/10ths links beyond the northern side of that road; thence 19 degrees 26 minutes, 7 chains 70 and 7/10ths links; thence 359 degrees 32 minutes, 12 chains 56 and 4/10ths links; thence 239 degrees 50 minutes, 22 chains 32 and 5/10ths links; thence 334 degrees 56 minutes, 19 chains 28 links; thence 359 degrees 47 minutes, 1 chain 39 and 6/10ths links to the westernmost south-western corner of location 21413 aforesaid; thence northerly, generally easterly and again northerly along boundaries of that location to the southern boundary of location 5132 aforesaid; thence easterly 11 chains 20 and 7/10ths links along that boundary; thence 357 degrees 46 minutes to the northern boundary of that location and onwards 2 chains 16 links; thence 90

degrees 19 minutes, 7 chains 19 and 4/10ths links; thence 99 degrees 11 minutes, 4 chains 45 and 5/10ths links to the eastern boundary of location 3518; and thence southerly 1 chain along that boundary to the starting point—

being the land delineated and bordered brown and marked "B" on sheet 1 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 1 of the said Plan P.W.D., W.A., 36495;

- (e) all that portion of land bounded by lines starting from the southernmost corner of Moorumbine Agricultural Area Lot 257, a point on the Kulyaling Townsite boundary and extending north-easterly along the south-eastern boundary of that lot to the western corner of lot 249; thence south-easterly along the south-western boundary of that lot and onwards to the north-western boundary of lot 200; thence south-westerly along that boundary and the south-eastern boundary of Kulyaling Townsite aforesaid and onwards across the Great Southern Railway Reserve to the western side of the Great Southern Highway; thence generally northerly along that side to a point situate in prolongation south-westerly of the south-eastern boundary of lot 257 aforesaid; and thence north-easterly to the starting point—

being the land delineated and bordered brown and marked "C" on sheet 2 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 2 of the said Plan P.W.D., W.A., 36495;

- (f) all that portion of land contained within the boundaries of Highbury Townsite—

being the land delineated and bordered brown and marked "D" on sheet 3 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 3 of the said Plan P.W.D., W.A., 36495;

- (g) all that portion of land bounded by lines starting from the south-western corner of Williams Location 12038; a point on the northern boundary of Piesseville Townsite and extending easterly, southerly, westerly and northerly along boundaries of the townsite to the north-eastern corner of location 14990; and thence northerly to and along the eastern boundaries of locations 10872 and 6416 to the starting point—

being the land delineated and bordered brown and marked "E" on sheet 4 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 4 of the said Plan P.W.D., W.A., 36495;

- (h) all that portion of land bounded by lines starting from the south-western corner of Williams Location 2017 and extending northerly, easterly, again northerly and again easterly along boundaries of that location to its north-eastern corner and onwards to the eastern side of the Great Southern Highway; thence generally south-easterly along that side to a point situate in prolongation easterly of the southern boundary of location 897; and thence westerly to and along that boundary and the southern boundary of location 2017 aforesaid to the starting point—

being the land delineated and bordered brown and marked "F" on sheet 4 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 4 of the said Plan P.W.D., W.A., 36495;

- (i) all that portion of land bounded by lines starting from a point on the south-western side of the Great Southern Highway, situate in prolongation westerly of the northern boundary of Williams Location 1104 and extending easterly to the north-western corner of that location, a point on the Wagin Townsite boundary; thence generally easterly along northern boundaries

of that townsite to the south-eastern corner of location 597; thence northerly along the eastern boundary of that location to a point situate in prolongation westerly of the northern boundary of location 517; thence easterly to and along that boundary to the western boundary of location 516; thence northerly, easterly and southerly along boundaries of that location and onwards to the northern boundary of location 518; thence north-easterly and southerly along boundaries of that location to the northern side of railway reserve 11315; thence generally easterly along that side to a point situate in prolongation northerly of the western boundary of location 1667; thence southerly and easterly to and along boundaries of that location, a northern boundary of location 13890 and onwards to the western boundary of location 1441; thence southerly along that boundary and the western boundary of Wagin Agricultural Area Lot 29 to the north-western corner of lot 28; thence easterly and southerly along boundaries of that lot and onwards, southerly and westerly along boundaries of lot 27 and again onwards to the south-eastern corner of lot 32; thence northerly and westerly along boundaries of that lot to a point situate in prolongation southerly of the eastern boundary of lot 77; thence northerly, westerly and southerly to and along boundaries of that lot to its south-western corner and onwards to a point situate in prolongation easterly of the northern boundary of lot 110; thence westerly, southerly and easterly to and along boundaries of that lot and onwards to the north-western corner of lot 75; thence southerly along the western boundary of that lot and onwards to a point situate in prolongation easterly of the northern boundary of lot 71; thence westerly to and along that boundary to a point situate in prolongation southerly of the eastern boundary of lot 60; thence northerly and westerly to and along boundaries of that lot to its north-western corner and onwards to the western side of the Great Southern Railway Reserve; thence generally northerly along that side to a point situate in prolongation westerly of the northern boundary of lot 61; thence easterly along that prolongation to the north-western corner of that lot, a point on the Wagin Townsite boundary aforesaid; thence generally easterly, northerly and westerly along that townsite boundary to the eastern boundary of Wagin Townsite lot 748; thence westerly to the north-eastern corner of lot 703; thence westerly along the southern side of Moore Street to the eastern side of Rifle Street; thence southerly along that side to the south-western corner of lot 720; thence north-westerly to the south-eastern corner of Williams Location 1165, a point on the northern side of the Great Southern Highway aforesaid; thence westerly and north-westerly along sides of that highway to the south-western corner of location 1104 aforesaid; thence westerly in prolongation of the southern boundary of that location to the western side of the highway aforesaid; and thence north-westerly along that side to the starting point—

being the land delineated and bordered brown and marked "G" on sheet 4 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 4 of the said Plan P.W.D., W.A., 36495;

- (j) all that portion of land bounded by lines starting from the north-western corner of Kojonup Location 7828 and extending easterly along the northern boundary of that location and onwards to the western boundary of Boyerine Townsite; thence northerly, easterly, generally southerly and generally south-westerly along boundaries of that townsite to the eastern side of the Great Southern Highway (road

number 8630), a point situate at a north-western corner of location 8400; thence generally southerly along that side of that highway to a point situate in prolongation easterly of the southern boundary of location 7828 aforesaid; and thence westerly and northerly to and along boundaries of that location to the starting point—

being the land delineated and coloured brown and marked "H" on sheet 4 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 4 of the said Plan P.W.D., W.A., 36495;

- (k) all that portion of land contained within the boundaries of Woodanilling Townsite—being the land delineated and bordered brown and marked "J" on sheets 4 and 5 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheets 4 and 5 of the said Plan P.W.D., W.A., 36495;
- (l) all that portion of land contained within the boundaries of Moojebing Townsite—being the land delineated and bordered brown and marked "K" on sheet 5 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheet 5 of the said Plan P.W.D., W.A., 36495;
- (m) all that portion of land bounded by lines starting from the north-western corner of Kojonup Location 2678 and extending easterly along the northern boundary of that location to a point situate in prolongation southerly of the eastern boundary of location 1392; thence northerly to and along that boundary and the eastern boundaries of locations 1408, 363 and 1330 and onwards to the southern boundary of Katanning Agricultural Area Lot 9; thence easterly along that boundary and easterly and northerly along boundaries of lot 10 to a point situate in prolongation westerly of the northern boundary of Kojonup Location 243; thence easterly to and along that boundary to the south-eastern corner of location 31; thence northerly along the eastern boundary of that location to a point situate in prolongation westerly of the southern boundary of location 218; thence easterly and northerly to and along boundaries of that location to the south-western corner of location 137; thence easterly along the southern boundary of that location to the south-western corner of Katanning Agricultural Area Lot 94; thence northerly, easterly, again northerly and again easterly along boundaries of that lot to its north-eastern corner and onwards to the eastern side of Oxley Road; thence southerly along that side to a north-eastern corner of Pinwernying Townsite; thence southerly, easterly and again southerly along that townsite boundary to the north-western corner of Kojonup Location 1619, a point on the northern boundary of Katanning Townsite; thence easterly, southerly, generally south-westerly, westerly and generally northerly along that townsite boundary to the westernmost corner of the townsite, a point on the north-eastern boundary of location 1388 (reserve 5552); thence north-westerly along that boundary and north-westerly and south-westerly along boundaries of location 368 to its north-western corner; thence westerly to and along northern boundaries of locations 514, 3095, 1729 and 1728 to the north-western corner of the lastmentioned location; and thence southerly, westerly and northerly along boundaries of location 2678 aforesaid to the starting point—

being the land delineated and bordered brown and marked "L" on sheets 5 and 6 of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheets 5 and 6 of the said Plan P.W.D., W.A., 36495.

3. Under section 10 of the Country Areas Water Supply Act, 1947-1957, and for purposes of that Act the following lands are constituted the Brookton, Popanyinning, Cuballing, Highbury, Woodanilling and Katanning Rating Zones respectively within the Great Southern Towns Country Water Area:—

All those portions of land contained within the boundaries of the Brookton, Popanyinning, Cuballing, Highbury, Woodanilling and Katanning Townsites respectively—

being the lands delineated and bordered green on sheets 1-6 inclusive of the said plan, Lands and Surveys Miscellaneous Plan 229, and on sheets 1-6 inclusive of the said Plan P.W.D., W.A., 36495.

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

Premier's Department,  
Perth, 5th January, 1959.

IT is hereby notified for public information that His Excellency the Lieutenant-Governor and Administrator has approved of the following temporary allocation of portfolios during the absence of the Hon. H. C. Strickland, M.L.C., from 4th January to 2nd February, 1959:—

The Honourable Frank Joseph Scott Wise, M.L.C., to be the Acting Minister for Railways, the North-West and Supply and Shipping.

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

Public Service Commissioner's Office,  
Perth, 7th January, 1959.

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

Ex. Co. 2395, P.S.C. 645/58—W. D. Benson, Senior Engineer, Water Supply and Maintenance, Engineering Division, Metropolitan Water Supply Department, to be Principal Assistant Engineer, P-I-5, Water Supply and Maintenance, Engineering Division, Metropolitan Water Supply Department, as from 10th December, 1958.

Ex. Co. 2465, P.S.C. 545/58—T. R. McGuigan, Clerk, Lands and Surveys Accounts, Accounts Branch, Lands and Surveys Department, to be Clerk, C-II-1, Clerical Section, Supreme Court, Crown Law Department, as from 22nd December, 1958.

Ex. Co. 2465, P.S.C. 606/58—H. E. Phipps, Clerk, Correspondence and Staff, Agriculture Department, to be Clerk, C-II-3, Correspondence and Staff, Agriculture Department, as from 22nd December, 1958.

Ex. Co. 2469, P.S.C. 600/58—W. E. Imms, Cashier, Accounts, Chief Secretary's Department, to be Clerk, C-II-3, Accounts, Chief Secretary's Department, as from 22nd December, 1958.

And has approved of the following retirement:—

Ex. Co. 2390—C. P. Morgan, Principal Assistant, Harbours and Rivers Branch, Public Works Department, as from 30th January, 1959.

And has accepted the following resignations:—

Ex. Co. 2469—P. J. Tough, Assistant, Accounting Section, Traffic Branch, Police Department, as from 18th December, 1958.

Ex. Co. 2465—H. J. Hayward, Assistant, Records Section, State Housing Commission, as from 4th December, 1958.

Ex. Co. 2469—L. O'Dea, Accounting Machinist, Accounts Branch, Chief Secretary's Department, as from 20th November, 1958.

Ex. Co. 2465—R. S. Watt, Research Officer, Grade 2, Plant Research Division, Department of Agriculture, as from 24th December, 1958.

Ex. Co. 2175—J. H. Wilkinson, Senior Draftsman, Survey Examinations and Drafting Branch, Mines Department, as from 22nd October, 1958.

Ex. Co. 2469—B. J. B. de Silva, Clerk, Northam Water Supply, Accounts Branch, Public Works Department, as from 18th November, 1958.

Ex. Co. 2465—H. M. Duffield, Clerk-Typist (Library), Department of Agriculture, as from 9th January, 1959.

Ex. Co. 2469—C. W. G. Dodson, Clerk (Wages and Staff), Government Printing Office, as from 19th December, 1958.

Ex. Co. 2465—V. J. McLinden, Laboratory Technologist, Animal Health and Nutrition Laboratory, Department of Agriculture, as from 30th December, 1958.

Ex. Co. 2465—M. M. O'Connor, Typist, Correspondence and Staff, State Housing Commission, as from 12th December, 1958.

K. J. TOWNSING,  
Public Service Commissioner.

#### VACANCIES IN THE PUBLIC SERVICE

Department.	Position.	Class.	Salary.	Date Returnable.
Public Health	Medical Officer, Grade 1, Tuberculosis Control Branch, Perth Chest Clinic (Item 1553/58) (a)	P-I.-6	Margin £1,820-£1,890	1959 9th January
Native Welfare	Patrol Officer (a)	G-II.-1/3	Margin £295-£475	do.
Child Welfare	Inspectress (Item 3787/58) (a) (d)	G-II.-3(F)	Margin £295-£335	14th January
Native Welfare	Clerk-in-Charge, Records, Correspondence and Staff (Item 4199/58)	C-II.-2	Margin £355-£385	16th January
Fisheries	Technical Officer, Grade 2 (Item 1774/58)	G-II.-1/2	Margin £295-£385	do.
Education	Clerk, Statistical Section (Item 3612/58)	C-II.-1	Margin £295-£325	23rd January
Mines	Clerk and Relieving Officer, Kalgoorlie (Item 1097/58)	C-II.-2/3	Margin £355-£475	do.
Treasury	Clerk, Allowances and Advertising (Item 18/58)	C-II.-3	Margin £430-£475	do.

(a) Applications also called outside the Service under Section 24.

(d) Applicants should be trained nurses, social workers, or possess relevant qualifications or experience. Preference will be given to applicants under 35 years of age.

Applications are called under section 34 of the Public Service Act, 1904-1956, 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.

9th January, 1959.

K. J. TOWNSING,  
Public Service Commissioner.

Crown Law Department,  
Perth, 7th January, 1959.

THE Hon. Minister for Justice, pursuant to section 10 (2) of the Stipendiary Magistrates Act, 1957, hereby assigns temporarily to William Lewis Hardwick, a Stipendiary Magistrate temporarily appointed under the Stipendiary Magistrates Act, 1957—

- (a) the Hannans Magisterial District and the Kalgoorlie and Boulder Local Courts for the period from the 26th January, 1959, to the 31st January, 1959, and
- (2) the Collier Magisterial District and the Leonora Local Court for the sitting fixed for the 4th February, 1959.

THE Hon. Minister for Justice, acting under the powers conferred upon him by section 10 of the Local Courts Act, 1904-1957, hereby appoints the Tuesday before the second Wednesday in alternate months in each and every year, commencing in February, 1959, as the time at which sittings of the Local Court at Three Springs shall be held.

THE Hon. Minister for Justice, pursuant to section 13 (2) of the Local Courts Act, 1904-1957, has appointed Constable F. C. Gilmore as Clerk of the Local Court at Three Springs, as from 1st February, 1959,

THE Hon. Minister for Justice, pursuant to section 13 (3) of the Local Courts Act, 1904-1957, has made the following appointments:—

Thomas Harford Meyer, as substitute to perform the duties of Clerk of the Local Court at Port Hedland as from 17th December, 1958, during the absence on leave of R. A. Reeves.

Kevin William Sheedy, as substitute to discharge the duties of Clerk of the Local Court at Beverley during the absence on leave of K. B. Gartland, as from 17th January, 1959.

Dennis Peter Manea, as substitute to discharge the duties of Clerk of the Local Court at Moora during the absence on leave of I. Hollett, as from 16th January, 1959.

Ronald John Gething, as substitute to discharge the duties of Clerk of the Local Court at Coolgardie, during the absence on other duties of Alfred Robert Jackson, as from the 18th December, 1958.

Ernest James Blake, as substitute to discharge the duties of Clerk of the Local Court at Southern Cross, during the absence on leave of C. O. Kreibig, as from 22nd December, 1958.

THE Hon. Minister for Justice has appointed Constable F. C. Gilmore as Bailiff of the Three Springs Local Court, as from 1st February, 1959.

THE Hon. Minister for Justice being the responsible Minister of the Crown charged for the time being with the administration of the Electoral Act, 1907-1957, hereby approves under the provisions of section 90 (1) of the Act of the cancellation of appointments and of the new appointments of the persons whose names are shown hereunder to issue postal ballot papers.

Cancellations.

Kimberley District.

Derby; Smith, Auriel John (Const. 2838).

New Appointments.

Eyre District.

Coolgardie; Gething, Ronald John (Acting Clerk of Courts).

Kimberley District.

Derby; Graysmark, John Herbert (Const. 2590).

THE Hon. Minister for Justice, pursuant to section 7 of the Electoral Act, 1907-1957, and the authority delegated by the Governor thereunder, has made the following appointments:—

Robert Courtney Alderson, as substitute to discharge the duties of Electoral Registrar for the Central, North-East, South-East, South-West and Suburban Provinces during the absence of Donald Laurence Forsyth on other duties, as from the 24th November, 1958.

John Gerard Ryan, as substitute to discharge the duties of Electoral Registrar for the Maylands, Middle Swan, Mount Hawthorn, Mount Lawley and Toodyay Electoral Districts as from the 24th November, 1958, during the absence of R. C. Alderson on other duties.

Norman Neil Houston, as substitute to discharge the duties of Returning Officer for the Fremantle District and the West Electoral Province during the absence of J. F. Robertson on sick leave, as from the 22nd December, 1958.

R. C. GREEN,  
Under Secretary for Law.

ELECTORAL ACT, 1907-1957.

West Province By-Election.

Polling Day—Saturday, 7th February, 1959.

Polling Places.

UNDER the provisions of section 100 of the Electoral Act, 1907-1957, I, the undersigned, being the responsible Minister of the Crown charged for the time being with the administration of the said Act, hereby abolish the polling places previously appointed for the West Electoral Province and in lieu thereof appoint the undermentioned polling places.

E. NULSEN,  
Minister for Justice.

6th January, 1959.

Polling Places.  
Canning District.

Applecross:

1. Congregational Church Hall, corner Canning Highway and Conon Road.
2. Presbyterian Church Hall, corner Canning Highway and Ullapool Road.
3. State School, Kintail Road.

Brentwood:

4. State School.

Collier:

5. State School.

Como:

6. St. Augustine's Church of England Hall, Cale Street.

7. State School.

Koonawarra:

8. State School.

Manning Park:

9. State School.

Mount Pleasant:

10. State School.

Riverton:

11. State School.

Fremantle District.

Beaconsfield:

1. Quinn's Residence, 7 Central Avenue.

East Fremantle:

2. State School, Marmion Street.
3. Wesley Hall, High Street.

Fremantle:

4. State School, South Terrace.
5. Technical School (No. 1 Annex), Finnerty Street.
6. Town Hall (Chief Polling Place).

North Fremantle:

7. St. Mary's Guild Hall, corner Stirling Highway and Jackson Street.

South Fremantle:

8. Hazel Orme Free Kindergarten, 147 South Terrace.

White Gum Valley:

9. State School.

Melville District.

Attadale:

1. State School, Wichman Road.

Bicton:

2. State School, Harris Road.

East Fremantle:

3. Town Hall, Canning Highway.

Melville:

4. Melville Road Board Chambers, Canning Highway.

Palmyra:

5. Methodist Church Hall, corner Canning Highway and Carrington Street.

Palmyra:

6. State School, McKimmie Street.

Richmond:

7. State School, Osborne Street.

South Fremantle District.

Beaconsfield:

1. State School.

Coogee South:

2. State School, Russell Road.

Hamilton Hill:

3. State School.

Hilton:

4. State School.

Jandakot:

5. State School.

Kwinana:

6. Progress Association Hall, corner Office Road and Rockingham Road.

Medina:

7. State School.

Naval Base:

8. Progress Association Hall, Beach Reserve, opposite Post Office Store.

Rockingham:

9. Road Board Hall.

South Fremantle:

10. Fulton's Garage, No. 20 Douro Road.
11. Wesley Hall, South Terrace.

Spearwood:

12. State School.

Willagee:

13. State School.

HEALTH ACT, 1911-1957.

Department of Public Health,  
Perth, 30th December, 1958.

P.H.D. 571/51.

THE appointment of Arthur C. Higgs as Health Inspector for the Collie Coalfields Road Board, for the period 5th January, 1959, to 18th January, 1959, during the absence of Vernon Noel Haley on annual leave, is hereby approved.

LINLEY HENZELL,  
Commissioner of Public Health.

## 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, 1933-1958, and its regulations:—

## KALGOORLIE.

20th January, 1959, at 2 p.m., at the Government Land Agency—

Boulder—Town (A) 1461, 2r. 4p., £14; 1462, 2r. 4p., £14; 1463, 2r. 4p., £14; 1464, 2r. 4p., £14; 1466, 2r. 4p., £14; 1467, 2r. 4p., £14; 1468, 2r. 4p., £14.

(A) Subject to payment for improvements.

All improvements on the land offered for sale are the property of the Crown, and shall be paid for as the Minister may direct, whose valuation shall be final and binding on the purchaser.

Plans and further particulars of these sales may be obtained at this office and the offices of the various Government Land Agents. Land sold to a depth of 200 ft. below the natural surface except in mining districts, where it is granted to a depth of 40 ft. or 20 ft. only.

F. C. SMITH,  
Under Secretary for Lands.

## FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1954, due to non-payment of rent or other reasons.

F. C. SMITH,  
Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan.

Bickford, S.; 353/950; Avon 27466; conditions; 3208/52; 2A/40, B1.  
Casey, N. W., R. J. and A. F.; 347/11858; Swan 3318; conditions; 2361/57; 31/80, C2.  
Casley, M. L.; 347/11549; Jilbadji 156 and 164; conditions; 4015/56; 24/80, E1 and 2.  
Coffey, D. V.; 347/11555; Victoria 10165; conditions; 4273/56; 127/80, A2.  
Coumbe, T. R.; 332/1007; Victoria 5675; non-payment of rent; 657/20; 95/80, F1.  
Coverley, C. E.; 3117/3997; Nannup 121; non-payment of rent; 1068/54; Townsite.  
Doust, C. T. G.; 347/7959; Nelson 10802 and 10812; abandoned; 8053/50; 454/80, F3.  
Harris, A. J. (jnr.); 347/11204; Melbourne 3593; conditions; 4156/55; 63/80, A2.  
Hester, S. B.; 347/11847; Sussex 1498; conditions; 2584/57; 441A/40, B1.  
Iffa, A. S.; 347/7713; Plantagenet 5406; conditions; 2728/51; 451B/40, D1 and 2.  
Johns, H. F. R. and E. M. B.; 347/11845; Avon 13431; conditions; 154/57; 4/80, F1.  
Lizars, A. D.; 365/1132; Victoria 9746; conditions; 818/44; 127/80, A3.  
Murphy, H. C.; P. 1168; Sussex 3874; abandoned; 4021/53; 441A/40, B1.  
Smith, M. J.; 347/8651; Avon 14410; conditions; 5895/50; 55/80, E2 and 3.  
Smith, M. J.; 365/1312; Avon 27434; conditions; 5896/50; 55/80, E2 and 3.  
Symes, R. R.; 347/9844; Jilbadji 564 and 565; conditions; 4680/53; 6/80, C1 and 2.  
Trezise, F.; 347/1102; Sawyers Valley 63; abandoned; 993/41; Townsite.  
Watson, F. G.; 3117/4036; Kalgoorlie R 696; non-payment of rent; 2753/00; Townsite Sh. 2.

## RESERVES.

Department of Lands and Surveys,  
Perth, 22nd December, 1958.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council, has been pleased to set apart as a public reserve the land described in the Schedule below for the purpose therein set forth.

Corres. No. 3237/58.

ALBANY.—No. 25226 (Police Quarters Site), lot No. 388 (3r. 1.7p.). (Plan Albany Townsite Sheet 4.)

Corres. No. 5006/50.

CANNING.—No. 25206 (Hospital Site—Armadale), location No. 1665 (14a. 2r. 22p.). (Plan 341B/40, D1.)

Corres. No. 9691/06.

CANNING.—No. 25222 (Gravel), location No. 1674 (about 31a.). (Plan 1C/20, S.W.)

Corres. No. 3820/58.

DUNSBOROUGH.—No. 25229 (Recreation), lots Nos. 107 to 114 inclusive, 116 to 134 inclusive (7a. 1r. 5.7p.). (Diagram O.P. 7085, Plan Dunsborough Townsite.)

Corres. No. 1138/55.

FREMANTLE.—No. 25230 (Police Boys' Club Site), lot No. 1852 (1r.). (Diagram 65065, Plan Sub. 186 and 187.)

Corres. No. 3586/46.

KENT.—No. 25216 (Public Utility), locations Nos. 94 and 96 (200a.). (Plan 447/80, E2.)

Corres. No. 1071/56.

KENT.—No. 25228 (Aerial Landing Ground), location No. 1391 (3,917a. 3r. 5p.). (Diagram O.P. 7503, Plan 434/80, AB2.)

Corres. No. 1897/33.

MERREDIN.—No. 25220 (Use and Requirements of the Merredin Road Board), lots Nos. 237 to 243 inclusive (1a. 1r. 33.8p.). (Plan Merredin Townsite.)

Corres. No. 1880/56.

MURRAY.—No. 25223 (Recreation), location No. 1531 (17a. 1r. 12p.). (Plan 380A/40, A2.)

Corres. No. 8459/08, Vol. 2.

PLANTAGENET.—No. 25205 (Cemetery Site—Denmark), location No. 6550 (26a. 1r. 14p.). (Plan 452C/40, E4.)

Corres. No. 2240/54.

PORT HEDLAND.—No. 25227 (Camping), lot No. 357 (about 5a.). (Plan Port Hedland Townsite.)

Corres. No. 4025/57.

SWAN.—No. 25221 (Recreation), location No. 6727 (2r. 1.7p.). (Plan Cottesloe-Mosman Park.)

Corres. No. 3021/56.

VICTORIA.—No. 25218 (Railway Purposes), location No. 10515 (16a. 1r. 11p.). (Plan 157A/40, AB1.)

Corres. No. 3021/56.

VICTORIA.—No. 25219 (Mining Purposes), location No. 10514 (5a. 2r. 25p.). (Plan 157A/40, AB1.)

Corres. No. 3122/57.

WELLINGTON.—No. 25203 (Recreation), location No. 4779 (4a. 2r.). (Plan 411A/40, A2.)

F. C. SMITH,  
Under Secretary for Lands.

## CHANGE OF PURPOSE OF RESERVE.

Department of Lands and Surveys,  
Perth, 22nd December, 1958.

Corres. No. 1518/57.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1958, of the purpose of reserve No. 24850 (Traying Lot 88) being changed from "Recreation" to "Recreation (Bowling Club)." (Plan Traying Townsite.)

F. C. SMITH,  
Under Secretary for Lands.

CHANGE OF PURPOSE AND AMENDMENT  
OF RESERVE.

Department of Lands and Surveys,  
Perth, 22nd December, 1958.

Corres. No. 6920/96.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1958, of the purpose of reserve No. 6338 (Toodyay Lots 20 and 149) being changed from "Schoolsite" to "Civic Centre Site," of its amendment to include lot 18, and of its area being increased to 2 acres 1 rood 2 perches accordingly. (Plan Toodyay Townsite.)

F. C. SMITH,  
Under Secretary for Lands.

AMENDMENT OF RESERVES.

Department of Lands and Surveys,  
Perth, 22nd December, 1958.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1958, as follows:—

Corres. No. 9691/06.—Of the amendment of the boundaries of reserve No. 10601, at Carmel, "Timber," to exclude that portion now designated Canning Location 1674; and of the area being reduced accordingly. (Plan 1C/20, S.W.)

Corres. No. 4650/11.—Of reserve No. 13439, "Park Lands," at Benjaberring, being amended to exclude that portion now designated lot 76 and of its area being reduced by about 1.5 perches accordingly. (Plan Benjaberring Townsite.)

Corres. No. 2980/04.—Of the amendment of the boundaries of reserve No. 15232 (Port Hedland Lot 221), "Recreation," to include lot 316; and of its area being increased to 10 acres 1 rood 20 perches accordingly. (Plan Port Hedland Townsite.)

Corres. No. 5189/13.—Of the amendment of the boundaries of reserve No. 15656, near Marradong (Williams District), "Timber," to include Williams Location 8530; and of the area being increased accordingly. (Plan 384A/40, B2.)

Corres. No. 2434/84, Vol. 3.—Of the amendment of the boundaries of reserve No. 19291 at Onslow, "Common," to exclude that portion now designated Ashburton Location 34; and of the area being reduced by about 1 acre 2 roods accordingly. (Plans 95/300, portion of Onslow Townsite.)

Corres. No. 5813/52.—Of reserve No. 23711 (Port Hedland Lots 215 and 220), "Electric Power Station," being amended to include lot 362; and of its area being increased to 3 roods and 20 perches accordingly. (Plan Port Hedland Townsite.)

Corres. No. 4986/50.—Of the amendment of reserve No. 24106 at Boyup Brook, "Railway Housing," to exclude lot 292; and of the area being reduced to 1 acre 2 roods 2.7 perches accordingly. (Plan Boyup Brook.)

F. C. SMITH,  
Under Secretary for Lands.

CANCELLATION OF RESERVES.

Department of Lands and Surveys,  
Perth, 22nd December, 1958.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to cancel, under section 37 of the Land Act, 1933-1958, as follows:—

Corres. No. 14412/10.—Reserve No. 13113, Victoria District. (Plan 157A/40, AB1.)

Corres. No. 4790/14.—Reserve No. 15625 (Brookton Lot 330, "Excepted from Leasing and Occupation." (Plan Brookton Townsite.)

Corres. No. 1897/33.—Reserve No. 21159 (Merredin Lots 237 to 243 inclusive), "Recreation." (Plan Merredin Townsite.)

Corres. No. 2240/54.—Reserve No. 24010 (Port Hedland Lot 316), "Camping Ground." (Plan Port Hedland Townsite.)

F. C. SMITH,  
Under Secretary for Lands.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,  
Perth, 7th January, 1959.

IT is hereby notified for general information that the undermentioned road boards have appointed the following persons as bush fire control officers for their road district:—

Kojonup: W. H. C. Stretch.

West Arthur: H. G. Gibbs.

Wagin: H. Toll.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Fire Weather Officers.

Bush Fires Board,  
Perth, 7th January, 1959.

Corres. No. 697.

IT is hereby notified for general information that the Bush Fires Board has approved of the appointment, by the undermentioned approved local authorities, under section 38 (6) of the Bush Fires Act, 1954-1958, of the fire weather officers and deputy fire weather officers set out hereunder, for the period until 30th September, 1959.

Local Authority; Fire Weather Officer;  
Deputy Fire Weather Officer.

Cunderdin; A. S. Andrew.

Dumbleyung; M. B. Kissane; G. McD. Scott.

Drakesbrook; R. W. F. Shannon; A. G. E. Armstrong.

Goomalling; F. M. Coate; E. J. Waterhouse.

Kojonup; —; W. H. C. Stretch.

Kellerberrin; T. R. Bennett; J. F. H. Nicholls.

Moora; R. Wittber; L. W. Nenke.

Northam; T. A. E. Letch; A. J. Antonio.

Pingelly; E. O. Lange; V. A. Watts.

Tambellup; H. J. Olden.

West Arthur; T. O. Perry; H. G. Gibbs.

Wongan-Ballidu; T. E. Jensen.

York; W. H. Robinson; L. T. Davies.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

ERRATUM.

IN *Government Gazette* (No. 104), dated the 19th December, 1958, at page 3292, in the notice "Cancellation of Reserves," reserve No. 15399 should read 15339.

F. C. SMITH,  
Under Secretary for Lands.

## DUNSBOROUGH TOWNSITE.

Amendment of Boundaries.

Department of Lands and Surveys,  
Perth, 22nd December, 1958.

Corres. No. 6238/98, Vol. 5.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1958, of the boundaries of Dunsborough Townsite being amended to include the area described in the Schedule hereto.

F. C. SMITH,  
Under Secretary for Lands.

## Schedule.

All that portion of land bounded by lines starting at a point on the south-western boundary of Sussex Location 21 situate in prolongation easterly of the southern boundary of Dunsborough Town Lot 22, a point on the Dunsborough Townsite boundary, and extending south-easterly and north-easterly along boundaries of that location and onwards to the high water mark of Geographe Bay; thence generally north-westerly along that mark to a point situate in prolongation north-easterly of the north-western boundary of location 44, a point on the Dunsborough Townsite boundary aforesaid; thence south-westerly and south-easterly along that boundary to the starting point. (Public Plans 413A/40 and Dunsborough Townsite.)

## LOTS OPEN FOR SALE OR LEASING.

Department of Lands and Surveys,

Perth, 22nd December, 1958.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale or leasing, under the conditions specified, by public auction, as provided by the Land Act, 1933-1958, at the following upset prices or capital values:—

Applications to be lodged at Perth.

Corres. No. 4986/50.

BOYUP BROOK.—Lot 292, Town, £100.

Corres. No. 4790/14.

BROOKTON.—Lot 330, Town, £60.

Corres. No. 2996/58.

LEONORA.—Lot 465, Town, £20.

Corres. No. 7653/97.

SOMERVILLE.—Lots 53 and 54, Suburban, £20 each; 80, Suburban, £25. Subject to the condition that water will not be made available for market garden purposes but for legitimate domestic purposes only.

Plans showing the arrangement of the lots referred to are now obtainable at this office.

F. C. SMITH,  
Under Secretary for Lands.

## LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,

Perth, 9th January, 1959.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1958, 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 seven days between the closing date and the sitting of the Board.

All indigenous marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of Clause 14 of the Regulations.

## OPEN ON AND AFTER WEDNESDAY, 11th FEBRUARY, 1959

## SCHEDULE 1

Location	Area	Price per Acre	Plan	Corres. No.	Classification File No.	Deposit required
Avon 23804 (k) (adjoining holders only)	a. r. p. 1 0 0	£ s. d. 15 0 0 (Purchase price)	344/80 F. 2	2710/25	....	£ s. d. 1 15 0
Melbourne 3449 (a) ....	118 1 18	17 0	62/80 E. 3	825/45	825/45 p. 18	1 16 9
„ 3598 (a) ....	1,069 1 13	7 0	63/80 C. 1, 2	950/55	655	3 4 9
„ 3756 (a) ....	3,717 1 36	4 6	62/80 B. 3	222/56	3711/56 p. 3	5 1 8
Nelson 12575 (b) (c) ....	abt. 355 0 0	9 0 (ex. Survey fee)	453c/40 E. 3, 4	10987/11	10987/11 p. 124A	14 3 9
„ 12576 (b) (c) ....	abt. 355 0 0	10 0 (ex. Survey fee)	„	„	„	14 3 9
Ninghan 4041 (d) (e) ....	1,078 3 5	2 0 (ex. Survey fee)	66/80 E. 2	1502/57	....	23 7 6
Plantagenet 6010 (a) (f)	302 1 15	1 2 0	452c/40 F. 4	1844/54	....	2 6 5
Victoria 7101 ....	2,708 1 13	4 9	127/80 A. 2, 3	2312/55	1558/38 p. 5	4 10 5
„ 10516 (b) ....	792 1 2	3 0 (ex. Survey fee)	„	„	4149/19 p. 5	19 0 0
Williams 11514 (a) ....	1,479 2 27	10 0	408/80 F. 3	177/53	5032/13 p. 27	3 12 0

## SCHEDULE 2

District	Description	Plan	Corres. No.	Deposit required
Avon (two miles east of Wundowie) (b), (e) (g) (h)	All that portion of land containing about 270 acres bounded on the east by a line extending south from the south-east corner of Location 2769; on the south by the Eastern Goldfields Railway Reserve; on the west by Locations 21630, 25089 and 26961; and on the north by the prolongation east of the north boundary of the last-mentioned location and Location 2769 <i>Adjoining Holders only.</i>	2A/40 A. B. 1	3781/97, Vol. 3	£ s. d. 12 3 9
Melbourne (four miles west of Dandaragan) (b) (e) (g)	All that area of Crown land containing about 1,680 acres bounded on the south and east by Locations 941 and 940; on the north by Location 3632 and the prolongation west of its southern boundary, a distance of about 80 chains; and on the west by a line extending southward from the last-mentioned point, a distance of about 115 chains	59/80 E. F. 1	3058/58	28 12 6
Victoria (14 miles south-east of Perenjori) (b) (e) (g) (i)	All that portion of land containing about 620 acres bounded by lines commencing at the north-easternmost corner of Location 8889 and extending west about 45 chains; thence north about 137 chains; thence east about 45 chains; and thence south to the starting point	121/80 B. 4	1759/57	17 16 3
Williams (16 miles north-west of Kukerin) (b) (e) (g) (j)	All that portion of vacant Crown land containing about 850 acres bounded by Locations 12345, 13023, 10956, 10957, 11409, 9671, 15087, 15152, 12092, 8500, 8499 and 8671	386D/40 C. 3	1064/58	20 3 9

(a) Exempt from Road Board rates for two years from date of approval of application.

(b) Subject to survey.

(c) Subject to the condition that only one location may be selected by any successful applicant.

(d) Subject to examination of survey.

(e) Subject to the provision of any necessary roads.

(f) Subject to the following special conditions:—

(1) One-fifth of the cultivable area must be cleared within three years, and two-fifths within five years, from date of inception of the lease. Such clearing must be at a stage sufficient to establish pasture.

(2) Nine-tenths of the cleared area must be sown to pasture with superphosphate within 15 months of clearing.

(g) Subject to classification and pricing.

(h) Subject to the condition that all timber fallen or standing remains the property of the Wundowie Charcoal Iron and Steel Industry.

(i) Subject to the provisions of section 109B of the Land Act, 1933-1958.

(j) Subject to the protection of mallet groups whether mature or otherwise.

(k) Subject to the provisions of section 53 of the Land Act, 1933-1958.

F. C. SMITH,  
Under Secretary for Lands.

## ROAD DISTRICTS ACT, 1919-1956.

WHEREAS the CUNDERDIN Road Board, by resolution passed at a meeting of the Board, held at Cunderdin, on or about the 20th day of October, 1953, resolved to open the road hereinafter described, that is to say:—

2867/92.

Road No. 363 (deviation). A strip of land, one chain wide, widening in parts, its eastern side leaving the present road at a point on the north-western boundary of Avon Location 8896 situate 12 chains 26.5 links from its northern corner and extending, as delineated and coloured dark brown on L. and S. Diagram 65348, south-westwards through location 8896 to road No. 6026 opposite the northern corner of Warding Estate Lot 10; thence as surveyed along part of the northern boundary of the said lot to rejoin the present road. (Portion of road No. 6026 is hereby superseded.) (Plan 3A/40, A1.)

WHEREAS the DRAKESBROOK and SERPENTINE-JARRAHDALÉ Road Boards by resolution passed at meetings of the Boards held at Waroona and Mundijong, on or about the 13th day of March, 1953 and 19th day of December, 1955, resolved to open the road hereinafter described, that is to say:—

L. and S. 6271/26, Vol. 4; M.R.D. 415/56, 361/48.

Road No. 41 (widening of parts). Those portions of Cockburn Sound Locations 409, 46 and 468 delineated and coloured dark brown on Lands and Surveys Diagrams 64918 and 64916; that portion of Serpentine Agricultural Area Lot 66 delineated

and coloured dark brown on Diagram 64923; those portions of Murray Locations 275, 26, 259 and 260 delineated and coloured dark brown on Diagrams 64915, 64919 and 64920; those portions of Keysbrook Lot 26 and Crown land delineated and coloured dark brown on Diagram 64917 and those portions of Harvey Agricultural Area Lots 156 and 158 delineated and coloured dark brown on Diagrams 64921 and 64922. (Plans 341C/40, D3 and 4, 380B/40, D1, 383A/40, C1.)

WHEREAS the HARVEY Road Board, by resolution passed at a meeting of the Board, held at Harvey, on or about the 18th day of September, 1951, resolved to open the road hereinafter described, that is to say:—

L. and S. 2963/97, M.R.D. 81/51.

Road No. 1303 (widening of parts). Those portions of Clifton Estate Lots 9 and 11, Wellington Location 1 and reserve 5876 delineated and coloured dark brown on Original Plan 7613. (Plan 411A/40, B2.)

WHEREAS the KOORDA Road Board, by resolution passed at a meeting of the Board, held at Koorda, on or about the 13th day of June, 1951, resolved to open the road hereinafter described, that is to say:—

L. and S. 7459/12, Vol. 3; M.R.D. 181/51.

Road No. 4566. (a) Widening of parts.—Those portions of Avon Locations 12393 and 17068 delineated and coloured dark brown on Original Plan 7064.

(b) Deviation.—A strip of land, one chain wide, widening in part, its western side leaving the present road at a point three chains 50.1 links southwards from the north-eastern corner of location 12394, and extending, as surveyed and as delineated and coloured dark brown on the said Original Plan, northwards through that location and location 17069 to road No. 5265 at a point on the northern boundary of the latter location 29 chains 14 links westwards of its north-eastern corner; thence westwards (superseding portion of road No. 5265) rejoining the present road at the southern corner of location 20658.

Road No. 9316 (widening of parts). Those portions of Avon Locations 20640, 20645 and 21658 delineated and coloured dark brown on Original Plan 7064.

(Plan 56C/40, D3.)

WHEREAS the KOORDA Road Board, by resolution passed at a meeting of the Board, held at Koorda, on or about the 13th day of August, 1957, resolved to open the road hereinafter described, that is to say:—

M.R.D. 392/50, L. and S. 2240/18.

Road No. 6163 (widening). Those portions of Avon Locations 19438, 22974 and Crown land as delineated and coloured dark brown on L. and S. Diagram 65566. (Plan 56C/40, F3.)

WHEREAS the NAREMBEEN Road Board, by resolution passed at a meeting of the Board, held at Narembeem, on or about the 9th day of November, 1954, resolved to open the road hereinafter described, that is to say:—

4816/54.

Road No. 11562 (Doreen Street). A strip of land, one chain wide, widening at its commencement and terminus, leaving Brown Street at the north-east corner of lot 107 of Avon Location 21205 (L.T.O. Diagram 9413) and extending, as delineated and coloured dark brown on L. and S. Diagram 64654, southwards along the eastern boundaries of the said lot and lots 106, 105, 104, 103 and onwards through the said location to Stanley Street. (Plan Narembeem Locality.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1956, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth.

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

And whereas the Governor in Executive Council has confirmed the said resolutions, it is hereby notified that the lines of communication described above are Roads within the meaning of the Road Districts Act, 1919-1956, subject to the provisions of the said Act.

Dated this 7th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.

#### ROAD DISTRICTS ACT, 1919-1956.

Department of Lands and Surveys,  
Perth, 7th January, 1959.

IT is hereby declared that the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1956, for the purposes of new roads, that is to say:—

Brookton.

3427/11.

Road No. 4110. (a) Widening.—That portion of Crown land delineated and coloured dark brown on Lands and Surveys Diagram 65266.

(b) Deviation.—That portion of Avon Location 5991 delineated and coloured dark brown on the said diagram.

Road No. 11554. A strip of land, 279.6 links wide, widening at its terminus, leaving road No. 4110 at the western corner of Avon Location 13441 (reserve 16950) and extending, as delineated and coloured dark brown on Lands and Surveys Diagram 65266, south-eastwards along the south-western boundary of that location to road No. 2831 at its southern corner.

2a. 2r. 29p. and 3a. 1r. 34p. being resumed from Avon Locations 5991 and 6710 respectively.

(Plan Youraling Sheet 4.)

Chapman Valley.

L. and S. 2888/92, M.R.D. 315/48.

Road No. 4215 (widening). Those portions of Narra Tarra Estate Lots 16, 17 and 18 and Victoria Locations 6866 and 6867 as delineated and coloured dark brown on Original Plans 7708 and 7709; 1r. 38.6p., 2a. 0r. 1.5p. and 18.8p. being resumed from Narra Tarra Estate Lots 16, 17 and 18 respectively, 2r. 9.4p. and 39p. being resumed from Victoria Locations 6866 and 6867 respectively. (Plan 157D/40, B3.)

Corrigin.

519/15.

Road No. 11555. A strip of land, one chain wide, widening in parts, leaving road No. 6995 at the westernmost corner of Avon Location 23398 and extending, as delineated and coloured dark brown on Original Plan 7630, eastwards and northwards inside and along part of the southern and eastern boundaries of location 23474 to the south-western corner of location 18756; thence eastwards inside and along part of a northern boundary of the said location 23398 and inside and along part of the southern and eastern boundaries of the said location 18756; thence eastwards through the said location 23398 to a surveyed road on the eastern boundary of the lastmentioned location; 9a. 2r. 9p., 14a. 2r. 9d. and 7a. 0r. 14p. being resumed from Avon Locations 18756, 23398 and 23474 respectively. (Plans 343B/40, F2, 344/80, A2.)

Cunderdin.

3483/46.

Road No. 11559. A strip of land, one chain wide, widening in parts as delineated and coloured dark brown on Lands and Surveys Diagram 65376, leaving a surveyed road at the north-eastern corner of Avon Location 7788 and extending (as surveyed) westwards and north-westwards along part of the northern boundary of the said location and through location 11178 to road No. 4208 within the latter location; 14a. 1r. 17p. being resumed from Avon Location 11178. (Plan 3A/40, C1.)

Cunderdin.

1354/14.

Road No. 4950 (widening of part). That portion of Avon Location 10576 delineated and coloured dark brown on Lands and Surveys Diagram 65451; 2r. 18.5p. being resumed from Avon Location 10576. (Plan Northam 40 N.E.)

Dalwallinu.

4539/51.

Road No. 11551. A strip of land, one chain wide, leaving a surveyed road at the south-eastern corner of Victoria Location 5297 and extending, as delineated and coloured dark brown on Lands and Surveys Diagram 65284, westwards along the southern boundary of the said location to its south-western corner; 6a. 1r. 19p. being resumed from Victoria Location 5297. (Plan 89/80, B3.)

## Dalwallinu.

1666/53.

Road No. 11549. A strip of land, one chain wide, leaving a surveyed road at the north-western corner of Ninghan Location 2319 and extending as surveyed, south-westwards along the north-western boundary of that location to a surveyed road at the southern corner of location 2554. (Plan 65/80, B2.)

## Dandaragan.

1629/90, Vol. 2.

Road No. 320 (widening). Those portions of Melbourne Locations 1177, 399 and 412 delineated and coloured dark brown on Lands and Surveys Diagram 65165.

Road No. 11552. A strip of land, one chain wide, leaving road No. 320 at the north-western corner of Melbourne Location 1799 and extending, as delineated and coloured dark brown on Lands and Surveys Diagram 65164, southwards along the western boundary of that location to a surveyed road at its south-western corner and onwards to and along the western boundary of location 1798 to the south-western corner of that location.

Road No. 11553. A strip of land, three chains wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 65163, leaving road No. 798 at the south-western corner of reserve 12276 and extending (as surveyed) northwards along part of the eastern boundary of Melbourne Location 1627 to its north-eastern corner and westwards along the southernmost boundary of location 3622 to its south-western corner.

24.8p., 2r. 30.1p., 10.3p., 3r. 21.2p. 3a. 2r. 29p. and 1a. 2r. 30.2p. being resumed from Melbourne Locations 399, 412, 1177, 1627, 1798 and 1799 respectively.

(Plans 58/80, A1, 59/80, F1, 63/80, A4.)

## Geraldton-Greenough.

1350/54.

Road No. 11550. A strip of land, one chain wide, widening at its terminus, leaving a surveyed road at the south-eastern corner of Victoria Location 2238 and extending as surveyed and as delineated and coloured dark brown on Lands and Surveys Diagram 65183, through the said location to road No. 91 (Walter Road) on its western boundary; 1a. 2r. 3p. being resumed from Victoria Location 2238. (Plan 126/80, C3.)

## Geraldton-Greenough.

L. and S. 721/58, M.R.D. 748/51.

Road No. 92 (widening). Those portions of Victoria Locations 951 and 461 as delineated and coloured dark brown on Original Plan 7792 and L. and S. Diagram 65783; 3a. 0r. 14p. and 3a. 0r. 35p. being resumed from Victoria Locations 951 and 461 respectively. (Plan 126/80, C3.)

## Gnowangerup.

L. and S. 3824/57, M.R.D. 809/57.

Road No. 11565. A strip of land, three chains wide (widening as delineated and coloured dark brown on L. and S. Diagram 65746), leaving road No. 9882 at the south-east corner of Kent Location 1357 and extending westward along the southern boundaries of that location, locations 1358 and part of location 1363, through location 1364, and again along part of the southern boundary of location 1363, thence onward through Kojonup Location 9041 to meet a three-chain road within the last-mentioned location; 14a. 2r. 11p., being resumed from Kent Location 1357. (Plan 418/80, BC3.)

## Gnowangerup.

866/58.

Road No. 11557. A strip of land, one chain wide, leaving a surveyed road at the north-eastern corner of Plantagenet Location 5174 and extending (as surveyed), southwards along the eastern boundaries of the said location and location 2335 to a surveyed road at the south-eastern corner of the latter location. (Plan 436C/40, E3.)

## Gnowangerup.

L. and S. 3286/05, M.R.D. 508/52.

Road No. 2078. (a) Widening of part.—Those portions of Kojonup Locations 2024 and 226 delineated and coloured dark brown on Lands and Surveys Diagram 64762.

(b) Deviation of part.—A strip of land, one chain wide, widening in part, leaving the present road at the north-western corner of Kojonup Location 2045 and extending, as delineated and coloured dark brown on Diagram 64761, south-eastwards through the said location to rejoin the present road on its southern boundary.

1r. 24.8p., 1r. 10.3p. and 2a. 3r. 22p. being resumed from Kojonup Locations 226, 2024 and 2045.

(Plans 417/80, D4, 436B/40, D1.)

## Katanning.

914/98.

Road No. 889 (deviation). A strip of land, one chain wide, leaving the present road within Kojonup Location 675 and extending, as delineated and coloured dark brown on Lands and Surveys Diagram 64271, eastwards through that location and location 673, rejoining the present road within the latter location; 2a. 2r. 31p. and 2a. 0r. 9p. being resumed from Kojonup Locations 673 and 675 respectively. (Plans 408D/40, C4, 408/80, D4.)

## Kwinana.

3805/57.

Road No. 8175 (extension). A strip of land, one chain wide, leaving the present road at the south-western corner of Peel Estate Lot 67 and extending, as delineated and coloured dark brown on Original Plan 7609, south-westwards to and through lots 78 and 80 to a surveyed road within the lastmentioned lot; 1a. 0r. 17.4p. and 2r. 19p. being resumed from Peel Estate Lots 78 and 80 respectively. (Plan 341D/40, B3.)

## Lake Grace.

L. and S. 274/58, M.R.D. 601/57.

Road No. 7497 (widening). That portion of Williams Location 14042 as delineated and coloured dark brown on L. and S. Diagram 65761; 6a. 1r. 35p. being resumed from Williams Location 14042. (Plan 376/80, D4.)

## Mukinbudin.

4413/57.

Road No. 11560. A strip of land, two chains wide, widening at its commencement and terminus, leaving a surveyed road at the north-eastern corner of Ninghan Location 3036 and extending, as delineated and coloured dark brown on Original Plan 6932, southwards along the eastern boundaries of the said location and locations 3995 and 3922 to a surveyed road at the south-eastern corner of the lastmentioned location; 1a. 2r. 23p. being resumed from Ninghan Location 3015. The area of reserve 22819 is hereby reduced by 8a. 2r. 36p. (Plans 55/80, F1, 66/80, F4.)

## Perth.

3848/57.

Road No. 11569. A strip of land, 35 links wide, leaving Hancock Street at the north-west corner of lot 927 of Swan Location 1296 (L.T.O. Plan 4106) and extending eastward along the northern boundaries of the said lot and lots 928 to 934 inclusive to The Arcade; 25.3p. being resumed from Swan Location 1296. (Plans Western Park 76, Innaloo 77.)

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

By order of His Excellency the Lieutenant-Governor and Administrator.

L. F. KELLY,  
Minister for Lands.

## LICENSED SURVEYORS ACT, 1909-1940.

Western Australia.

IT is hereby notified for general information that an examination for candidates wishing to qualify for registration as licensed surveyors in Western Australia, under the above Act, will be held at the Engineering School, The University, Nedlands, commencing Monday, 9th February, 1959, at 9 a.m.

Written application, together with the statutory fee, must be in the hands of the Secretary not later than 5 p.m., on Friday, 30th January, 1959.

S. J. STOKES,  
Secretary, Land Surveyors' Licensing Board,  
Lands and Surveys Department, Perth.

## TRANSFER OF LAND ACT, 1893-1950.

Application 4434/1957.

TAKE notice that Gloria Rita Simpson of Northampton Married Woman has made application to be registered under the Transfer of Land Act 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Northampton District and being:—

Northampton Town Lot 85 containing 3 roods 21 and 2/10ths perches.

Bounded on the north by part of the southern boundary of lot 87 measuring 2 chains 46 and 6/10ths links on the east by the western boundary of lot 86 measuring 5 chains 2 links on the south by part of the northern boundary of Essex Street measuring 1 chain 5 and 1/10th links and on the west by the eastern boundaries of lots 84 and 83 and part of the eastern boundary of lot 82 measuring in the aggregate 5 chains 21 and 4/10ths links.

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 23rd day of February next a caveat forbidding the said land being brought under the operation of the said Act.

F. A. BLOTT,  
Acting Registrar of Titles.

Office of Titles, Perth, this 8th day of January, 1959.

Altorfer & Stow, Solicitors, Geraldton, Solicitors for the Applicant.

## TRANSFER OF LAND ACT, 1893-1950.

Application 4433/1957.

TAKE notice that Charles Henry Johnson of Essex Street Northampton Retired 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 parcels of land situate in the Northampton District and being:—

Portion of Northampton Town Lot 84 containing 2 roods 39 and 6/10ths perches.

Bounded on the north by part of the southern boundary of lot 83 measuring 2 chains 74 and 8/10ths links on the east by part of the western boundary of lot 85 measuring 3 chains 10 and 8/10ths links on the south by part of the northern boundary of Essex Street measuring 2 chains 85 and 4/10ths links and on the west by the eastern boundary of lot 2 on Diagram 21951 measuring 2 chains 33 and 2/10ths links.

Northampton Town Lot 86 containing 1 acre and 1 perch.

Bounded on the north by part of the southern boundary of lot 87 measuring 2 chains and 4/10ths of a link on the east by the western boundary of a public way measuring 5 chains 2 links on the south by part of the northern boundary of Essex Street measuring 2 chains and 4/10ths of a link and on the west by the eastern boundary of lot 85 measuring 5 chains 2 links.

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 23rd day of February next a caveat forbidding the said land being brought under the operation of the said Act.

F. A. BLOTT,  
Acting Registrar of Titles.

Office of Titles, Perth, this 8th day of January, 1959.

Altorfer & Stow, Solicitors, Geraldton, Solicitors for the Applicant.

## TOWN PLANNING AND DEVELOPMENT ACT, 1928-1957.

Municipality of Geraldton.

Town Planning Scheme Amendment.

T.P.B. 86, Vol. 58.

NOTICE is hereby given that the Geraldton Municipal Council on the 10th day of December, 1958, passed the following resolution:—

That the Geraldton Municipal Council in pursuance of section 7 of the Town Planning and Development Act, 1928-1957, amplify and amend the Geraldton Town Planning Scheme gazetted January 5th, 1940, is so far as it applies to commercial areas, by excising from the residential area the whole of lot 563 at the corner of North-West Coastal Highway and Dean Street, Geraldton, and including this lot in the commercial area.

And notice is hereby given that details of the amendments referred to in the resolution are delineated on the plan of the scheme at the Council's Offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested without payment of any fee from 10 a.m. to 4 p.m. on Mondays to Fridays (inclusive), excluding public holidays.

Any objections to the proposed amendments should be sent in writing to the Town Clerk, Geraldton Municipal Council, on or before the 28th day of March, 1959.

L. V. CAUDWELL,  
Town Clerk.

## PUBLIC WORKS TENDERS.

Tenders, closing at Perth, 2.30 p.m., on dates mentioned hereunder, are invited for the following. All tenders to be on a firm basis. Rise and Fall Clause will not apply.

Katanning Hospital—New Maternity Wing (13562); 20th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Clerk of Courts, Katanning, on and after 2nd December, 1958.

Busselton Hospital—Alterations and Additions (13572); 20th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Clerk of Courts, Busselton, on and after 9th December, 1958.

Mt. Magnet Native Reserve—Septic Tank Installation (13573); 20th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Mt. Magnet Mining Registrar, on and after 16th December, 1958.

Halls Creek—New Police Station and Quarters—Erection (13566); 20th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton, Wyndham, Derby, Port Hedland and at Hall's Creek Police Station, on and after 9th December, 1958.

Mundijong School Quarters—Additions (13574); 20th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Mundijong Police Station, on and after 16th December, 1958.

Scarborough High School—Boring for Water (13581); 20th January, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 13th January, 1959.

Mount Henry Old Women's Home—New Brick Cottage (to form Duplex) (13579); 27th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 13th January, 1959.

Geraldton Main Roads Department New Offices (13578); 27th January, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after the 13th January, 1959.

Wiluna School and Quarters—Repairs and Renovations (13585); 27th January, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, Wiluna Police Station, and at Meekatharra and Mt. Magnet Mining Registrar's Offices, on and after 13th January, 1959.

Geraldton High School—Extensive Additions (13584); 27th January, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 13th January, 1959.

Esperance Hospital—Earthworks (13583); 27th January, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and at Police Station, Esperance, on and after 20th January, 1959.

Albany High School—Extensive Additions (13582); 27th January, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 13th January, 1959.

Katanning Hospital—Supply, Delivery and Installation of Cool Room Equipment (13580); 27th January, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 13th January, 1959.

Port Hedland — New Courthouse — Erection (13567); 3rd February, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton and Port Hedland, on and after 9th December, 1958.

Yalgoo Native Reserve—New Ablution Block (13591); 3rd February, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, Yalgoo Police Station, and at Mt. Magnet Mining Registrar's Office, on and after 20th January, 1959.

Waroona New Police Station and Quarters—Erection (13590); 3rd February, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Water Supply Office, Waroona, on and after 20th January, 1959.

Sandstone School and Quarters—Repairs and Renovations (13589); 3rd February, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, Police Station, Sandstone, Mining Registrar, Mt. Magnet, Mining Registrar, Meekatharra, on and after 20th January, 1959.

Sandstone Police Station and Quarters—Repairs and Renovations (13588); 3rd February, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, Police Station, Sandstone, Mining Registrar, Mt. Magnet, Mining Registrar, Meekatharra, on and after 20th January, 1959.

Moora Hospital—New Morgue (13587); 3rd February, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Clerk of Courts, Moora, on and after 20th January, 1959.

Chapman State Farm—Purchase of Old Mud Brick House (13576); 10th February, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Police Station, Northampton, on and after 13th January, 1959.

Kimberley (Ord River) Research Station—New Laboratory, Machine Room, etc. (13592); 10th February, 1959. Conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Port Hedland, Derby and Wyndham, on and after 20th January, 1959.

Tenders 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.

By order of the Hon. Minister for Works.

G. COCK,

Under Secretary for Works.

9th January, 1959.

P.W.W.S. 84/58

*Public Works Act, 1902-1956*

*Town Water Supply at Lake Grace*

NOTICE OF INTENTION TO RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the land described in the Schedule hereto, for a public work, namely, Town Water Supply at Lake Grace, and that the said land is delineated and shown coloured green on Plan, P.W.D., W.A., 36496, which may be inspected at the Office of the Minister for Works, Perth.

SCHEDULE

No. on Plan, P.W.D., W.A., 36496	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Phillip Edward Trevenner	Vacant	Portion of Williams Location 13088 and being part of the land comprised in Crown Grant Volume 1155, Folio 594	a. r. p. 21 2 0 (approx.)
2	James Carruthers	Vacant	Portion of Williams Location 13165 and being part of the land comprised in Crown Lease 1731/1927 and Grazing Lease 20634/68	237 3 0 (approx.)
3	Crown	Vacant	Portion of Crown Road one chain wide, extending through Williams Location 13165 to the north-east corner of Location 12790	5 2 0 (approx.)

Dated this 5th day of January, 1959.

JOHN T. TONKIN,  
Minister for Works.

M.R.D. 393/51

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Mendel, Victoria and Kockatea Districts, for the purpose of the following public work, namely, widening and deviating Mingenew-Mullewa Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 689, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	John McAuliffe ....	J. McAuliffe ....	Portion of Mendel Estate Lot 14 (Certificate of Title Volume 1188, Folio 17)	a. r. p. 1 1 14.3
2	John McAuliffe ....	J. McAuliffe ....	Portion of Victoria Location 8288 (Certificate of Title Volume 1188, Folio 18)	2 0 25
3	John McAuliffe ....	J. McAuliffe ....	Portion of Mendel Estate Lot 1 and Victoria Location 8287 (Certificate of Title Volume 1137, Folio 427)	3 0 39.8
4	Patrick Clarence Keeffe and Kathleen Frances Keeffe	P. C. and K. F. Keeffe ....	Portion of Kockatea Estate Lot 20 (Certificate of Title Volume 1155, Folio 165)	3 2 27
5	Patrick Clarence Keeffe and Kathleen Frances Keeffe	P. C. and K. F. Keeffe ....	Portion of Kockatea Estate Lot 11 and Victoria Location 8807 (Certificate of Title Volume 1137, Folio 477)	5 0 27.8
6	Lawrence Gerard McNamara	L. G. McNamara ....	Portion of Mendel Estate Lot 3 (Certificate of Title Volume 1160, Folio 362)	0 1 30.6
7	Henry Comben Miller ....	H. C. Miller ....	Portion of Mendel Estate Lot 4 (Crown Lease 583/1951)	0 3 1.6

Dated this 6th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 52/57

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto and being all in the Avon District, for the purpose of the following public work, namely, deviating Beverley West Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2659, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Ronald Simmons ....	R. Simmons ....	Portion of Avon Location 1376 and being part of Lot 2 on Diagram 13593 (Certificate of Title Volume 1173, Folio 232)	a. r. p. 0 1 3 (approx.)
2	Felix Gordon Brockman	F. G. Brockman ....	Portion of Avon Location 826 and being part of Lot 1 on Plan 1895 (Certificate of Title Volume 553, Folio 180)	0 0 20 (approx.)
3	Mena Smith ....	M. Smith ....	Portion of Avon Location 14 and being part of Lot 2 on Plan 960 (Certificate of Title Volume 1193, Folio 55)	0 0 17 (approx.)
4	Herbert Simmons ....	H. Simmons ....	Portion of Avon Location 14 and being part of Lot 5 on Diagram 249 (Certificate of Title Volume 1030, Folio 735)	0 3 24 (approx.)

Dated this 5th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 934/51

*Main Roads Act, 1930-1955; Public Works Act, 1902-1956*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Hay District, for the purpose of the following public work, namely, widening Cranbrook West Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 440, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
				a. r.	p.
1	Keith Fleming ....	K. Fleming ....	Portion of Hay Location 875 (Certificate of Title Volume 1213, Folio 26)	0 0	18.9
2	Nonning Pastoral Company Limited	Nonning Pastoral Company Limited	Portion of Hay Location 765 (Certificate of Title Volume 1126, Folio 723)	0 0	10
3	Victor Kenneth Robinson	V. K. Robinson ....	Portion of Hay Location 1201 (Certificate of Title Volume 1114, Folio 726)	0 0	2.1
4	Reginald John Addis ....	R. J. Addis ....	Portion of Hay Location 136 (Certificate of Title Volume 763, Folio 132)	0 0	24.6
5	Raymond Clyde Ward ....	R. C. Ward ....	Portion of Hay Locations 1087, 363 and 140 (Certificate of Title Volume 1103, Folio 942)	0 0	34.7
6	Frederick Thomas Ashton	F. T. Ashton ....	Portion of Hay Location 626 (Certificate of Title Volume 1188, Folio 839)	0 0	16.1
7	Francis Neville Armstrong and Herbert John Armstrong (Executors of the Will of the late W. L. G. Armstrong)	F. N. Armstrong and H. J. Armstrong	Portion of Hay Location 543 (Certificate of Title Volume 1119, Folio 14)	0 0	20.9
8	James Stubber (Executor of the Will of the late S. E. Stubber)	J. Stubber ....	Portion of Hay Location 2000 (Certificate of Title Volume 1208, Folio 580)	0 0	25.9

Dated this 5th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 393/51

*Main Roads Act, 1930-1955; Public Works Act, 1902-1956*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of Section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under Section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Wongoondy District for the purpose of the following public work, namely, deviating Mingnew-Mullewa Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 689, which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
				a. r.	p.
1	Everett Barrett Birch ....	E. B. Birch ....	Portion of Wongoondy Estate Lot 15 (Certificate of Title Volume 1126, Folio 494)	4 0	14 (approx.)

Dated this 6th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 289/49

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto and being all in the Plantagenet District, for the purpose of the following public work, namely, widening, Albany-Denmark Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 106, Bk. 2, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Phillip Kratochvill, John Kratochvill and Frank Kratochvill	P., J. and F. Kratochvill	Portion of Plantagenet Location 401 (Certificate of Title Volume 1098, Folio 822)	a. r. p. 0 0 14.6 (approx.)

Dated this 6th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 601/57

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto and being all in the Williams District, for the purpose of the following public work, namely, widenings, Karlgarin-Lake Grace Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2619, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Arthur Harold Chappell	A. H. Chappell ....	Portion of Williams Location 11951 (Certificate of Title Volume 1170, Folio 182)	a. r. p. 0 1 38 (approx.)
2	Arthur Harold Chappell	A. H. Chappell ....	Portion of Williams Location 14855 (Crown Lease 129/1952)	2 0 22 (approx.)
3	Owen Maxwell Eggers ....	O. M. Eggers ....	Portion of Williams Location 12862 (Grazing Lease 3116/1497)	5 1 19 (approx.)
4	Owen Maxwell Eggers ....	O. M. Eggers ....	Portion of Williams Location 10985 (Conditional Purchase Lease 347/3073)	3 2 9 (approx.)

Dated this 5th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

## RURAL AND INDUSTRIES BANK OF WESTERN AUSTRALIA.

New Head Office Building, Barrack Street, Perth.  
(Contract No. 13577.)

TENDERS are invited for the purchase and removal of the old Department of Industrial Development Building, Barrack Street, Perth.

Tenders will be received up to 2.30 p.m. on Tuesday, 20th January, 1959, and should be addressed to "The Hon. Minister for Works, Perth, Western Australia," and marked "Tender for R. & I. Purchase and Removal."

Drawings and specifications may be seen at the Contract Office, Public Works Department, Perth, on and after 13th January, 1959.

The highest or any tender not necessarily accepted.

A. E. CLARE,  
Principal Architect.

## COUNTRY AREAS WATER SUPPLY ACT, 1947-1957.

Water Rate for Year ending 31st October, 1959.  
P.W.W.S. 370/53.

NOTICE is hereby given that the ratebooks for the year ending 31st October, 1959, of all land in the water area in the undermentioned Schedule, liable to be rated under the abovementioned Act, have been made up and are open for inspection of ratepayers.

Notice is also hereby given that, under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered rates as shown in the schedule attached hereto to be made and levied for the year ending 31st October, 1959, upon all rateable land entered in the ratebooks, subject to a minimum rate of £1.

A memorandum of such order has been duly made in the several ratebooks and signed and the said rates are now payable in accordance with the by-laws made under the abovementioned Act.

Appeals against the valuations in the ratebooks must be lodged within one month after the publication of this notice, but no appeal shall be allowed when the valuation does not exceed the current valuation of the same land by the local authority.

By order of the Minister for Water Supply, Sewerage and Drainage.

G. COCK,

Under Secretary for Water Supply.

Perth, 7th January, 1959.

Water Area; Rate in the £; Minimum.  
Albany; 3s.; £1.

#### COUNTRY TOWNS SEWERAGE ACT, 1948-1951.

Albany Sewerage Area.

Albany Town Sewerage District.

Sewerage Rate for Year Ending 31st October, 1959.

NOTICE is hereby given that the ratebook for the year ending the 31st October, 1959, of all lands in the Albany Town Sewerage District liable to be rated under the abovementioned Act has been made up and is open for inspection of ratepayers.

Notice is also hereby given that, under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered a rate of three shillings (3s.) in the pound (£) on the annual rateable value, subject to a minimum rate of one pound (£1) to be made and levied as from 1st November, 1958, for the year ending 31st October, 1959, upon all rateable land within the Albany Town Sewerage District, entered in the ratebook.

A memorandum of such order has been duly made in the ratebook and signed and the said rate is now payable in accordance with the by-laws made under the abovementioned Act.

Appeals against the valuations in the ratebook must be lodged within one month after the publication of this notice, but no appeal shall be allowed when the valuation does not exceed the current valuation of the same land by the local authority or the Commissioner of Taxation or his deputy.

By order of the Minister for Water Supply, Sewerage and Drainage.

G. COCK,

Under Secretary for Water Supply.

Perth, 7th January, 1959.

#### MUNICIPAL CORPORATIONS ACT, 1906-1956.

Municipal Election.

Department of Local Government,  
Perth, 30th December, 1958.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentlemen have been elected members of the undermentioned municipal council to fill the vacancies shown in the particulars hereunder:—

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

Fremantle Municipal Council.

City; 15/11/58; Doust, Walter Keefe; Master Butcher; (a); Doust, W. K.; unopposed.

North; 15/11/58; Lee, Bruce William Francis; Journalist; (a); Lee, B. W. F.; unopposed.

Central; 15/11/58; Scanlan, Michael Joseph; Business Manager; (a); Bennewith, A.; unopposed.

South; 29/11/58; Sowden, James John; Master Butcher; (a); Hines, A.

Auditor; 15/11/58; Hardouin, Francois Maurice Herbert; Retired Accountant; (a); Hardouin, F. M. H.; unopposed.

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

#### ROAD DISTRICTS ACT, 1919-1956.

Road Board Election.

Department of Local Government,  
Perth, 30th December, 1958.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1956, that the following gentleman has been elected a member of the undermentioned road board to fill the vacancy shown in the particulars hereunder:—

Date of Election; Member Elected: Surname, Christian Names; Ward; Occupation; How Vacancy Occurred: (a) Effluxion of time, (b) Resignation, (c) Death; Name of Previous Member; Remarks.

Cockburn Road Board.

\*20/12/58; Jacobs, Eric Leonard; North; Commonwealth Meat Inspector; (b); Forster, G. J.; unopposed.

\* Denotes extraordinary election.

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

#### ROAD DISTRICTS ACT, 1919-1956.

Rockingham Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 46) of £2,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Rockingham Road Board hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £2,000, for 15 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the National Bank of Australasia Limited, Rockingham, in 15 equal yearly instalments of principal and interest. Purpose: Road surfacing, with Main Roads Department.

The plans and specifications and statement required by section 297 are open for inspection by ratepayers at the office of the Board for one month after the last publication of this notice, during office hours.

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 Rural Ward of the Rockingham Road Board District and any rate applicable to such loan will be levied on the rateable land only within such ward of the said District.

A. POWELL,  
Chairman.

G. E. BLACK,  
Secretary.

#### ROAD DISTRICTS ACT, 1919-1956.

Rockingham Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 47) of £4,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Rockingham Road Board hereby gives notice that it proposes to borrow, by sale of debentures, money on the following terms and for the following purpose: £4,000, for 15 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the National Bank of Australasia Limited, Rockingham, in 15 equal yearly instalments of principal and interest. Purpose: Road construction.

The plans and specifications and statement required by section 297 are open for inspection by ratepayers at the office of the Board, during office hours, for one month after the last publication of this notice.

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 Safety Bay Ward

of the Rockingham Road Board District and any rate applicable to such loan will be levied on the rateable land only within such Ward of the said District.

A. POWELL,  
Chairman.  
G. E. BLACK,  
Secretary.

ROAD DISTRICTS ACT, 1919-1956.

Rockingham Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 48) of £8,250.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Rockingham Road Board hereby gives notice that it proposes to borrow, by sale of debentures, money on the following terms and for the following purpose: £8,250, for 15 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the National Bank of Australasia Limited, Rockingham, in 15 equal yearly instalments of principal and interest. Purpose: Road and footpath construction and improvements to reserves.

The plans and specifications and statement required by section 297 are open for inspection by ratepayers at the office of the Board, during office hours, for one month after the last publication of this notice.

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

A. POWELL,  
Chairman.  
G. E. BLACK,  
Secretary.

MOORA ROAD BOARD.

Proposed Loan No. 58.

Notice of Intention to Borrow.

NOTICE is hereby given that the Moora Road Board proposes to borrow the sum of four thousand five hundred pounds (£4,500) to be expended on the bituminous surfacing of sections of Dargal Street, Melbourne Street, Atbara Street, Clinch Street, Lefroy Street and Kintore Street, in Moora.

Plans and specifications and estimate of the cost of the said works and undertakings and statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and initial expenditure in connection with the raising of the loan, are open for inspection at the office of the Moora Road Board during office hours.

It is proposed to raise the sum of four thousand five hundred pounds (£4,500) by the sale of debentures, repayable with interest in thirty (30) half-yearly instalments, in lieu of the provision of a sinking fund. The debentures shall bear interest at a rate not exceeding 5½ per cent. per annum, payable half-yearly.

In the opinion of the Board, benefit will be conferred on the Central Ward of the Moora Road District and loan rates applicable will be levied on the Central Ward of the Moora Road District.

The amount of the said debentures and interest thereon is to be paid at the office of the Superannuation Board, 55 Murray Street, Perth.

A. S. CRANE,  
Chairman.  
R. WITTBBER,  
Secretary.

Dated at Moora, 31st day of December, 1958.

WAGIN ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 12) of £6,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Wagin Road Board hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms, and for the following purpose: £6,000, for 7½ years, with interest not exceeding £5 10s. per cent. per annum, repayable at the office of the Coal Mine Workers' Pensions Tribunal, Perth, by 15 equal half-yearly instalments of principal and interest. Purpose: Purchase of road board plant, namely, a road grader.

Specifications, estimate, and the statement required by section 297 of the Act, are open for inspection by ratepayers at the office of the Board, during usual business hours, for one month after the last publication of this notice.

H. A. DARE,  
Chairman.  
F. B. MASON,  
Secretary.

ROAD DISTRICTS ACT, 1919-1956.

Road Board Election.

Department of Local Government,  
Perth, 7th January, 1959.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1956, that the following gentleman has been elected a member of the undermentioned road board to fill the vacancy shown in the particulars hereunder:—

Date of Election; Member Elected: Surname, Christian Name; Ward; Occupation; How Vacancy Occurred: (a) Effluxion of time, (b) Resignation, (c) Death; Name of Previous Member; Remarks.

Mundaring Road Board.

\*5/1/59; Hickson, Robert Haire; Greenmount; Aviator; (c); Stokes, T. G. (J.P.); unopposed.

\* Denotes extraordinary election.

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

ROAD DISTRICTS ACT, 1919-1956.

Northampton Road Board.

Notice of Intention to Borrow—Loan 19.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Northampton Road Board hereby gives notice it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £1,500, for eight years, with interest at the rate of £5 8s. 9d. per cent. per annum, repayable to the National Bank of Australasia Ltd., Northampton, by equal half-yearly instalments of principal and interest. Purpose of loan: Provision and reticulation of water on reserve 23432.

Specifications and estimates as required by section 297 of the Act are open for inspection at the office of the Board, during office hours, for one month after the last publication of this notice.

Dated this 5th day of January, 1959.

F. A. PORTER,  
Chairman.  
R. CHARLTON,  
Secretary.

THE ARCHITECTS BOARD OF WESTERN  
AUSTRALIA.

Alliance Building,  
Perth, 1st January, 1959.

IN accordance with section 24 of the Architects Act, 1921, the following list of persons registered under the Act, at 1st January, 1959, is published for general information.

E. G. SIER,  
Chartered Accountant (Aust.),  
Registrar.

No., Name, Address, Qualification, Date of Registration.	No., Name, Address, Qualification, Date of Registration.
190; Allen, George Frederick Douglas; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 13th May, 1948.	317; Brackenridge, Ian Howard; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 10th June, 1958.
138; Allen, Nancy Lorne; Perth; A.R.A.I.A., Architects Act, 1921; section 14 (a), by examination; 20th December, 1932.	295; Brand, John Anthony Guy; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 10th July, 1956.
92; Allom, Henry Ogilvie; Perth; A.R.A.I.A., Architects Act Amendment Act, 1923, section 2; 14th April, 1923.	185; Broadhurst, Kenneth; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 12th February, 1948.
308; Anderson, Frank; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination.	275; Broomfield, Warwick St. Clair; Perth; section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 13th July, 1954.
286; Arcus, Raymond Walter; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 19th July, 1955.	79; Brown, Colin Ednie; Perth; A.R.A.I.A., Architects Act Amendment Act, 1923, section 2; 25th February, 1924.
309; Arndt, Christopher Robin; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College.	166; Camerer, Arnold Leslie Randolph; Darlington; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 19th February, 1940.
210; Arney, Peter Brent; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1950.	64; Cameron, Alexander Donald; Perth; F.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 13 (2); 28th July, 1922 (not practising).
205; Atkinson, Bruce Frederick Robinson; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1950.	145; Cameron, Alexander Kenneth; Perth; F.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 3rd March, 1934.
290; Balodis, Janis; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination; 14th February, 1956.	208; Cann, Alan George; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1950.
305; Barrow, Dennis Ronald; Perth; Architects Act, 1921, section 14 (a), Associate R.I.B.A.	161; Cann, Stanley Buckingham; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 20th December, 1937.
240; Barton, William Milton; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 12th August, 1952.	298; Cartwright, Edward Harry; Perth; section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 14th August, 1956.
315; Bateman, William Edward Maxwell; Perth; Architects Act, 1921, section 14 (a), A.R.A.I.A., special examination; 13th May, 1958.	104; Chisholm, Oswald Victor; Perth; F.R.A.I.A., F.R.I.B.A., Architects Act Amendment Act, 1923, section 2 (passed examination 1928); 16th February, 1925.
137; Bedford, Stuart Harold; A.R.A.I.A., Architects Act, 1921, section 14 (d), by examination; 20th December, 1932.	264; Chisholm, Ross Kingsley; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 23rd December, 1958.
222; Beattie, Oswald Alexander; Perth; F.R.A.I.A., A.R.I.B.A., Architects Act, 1921, section 14 (a); 8th May, 1951.	71; Clare, Albert Ernest; Perth; F.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 13 (2) (a); Principal Architect, P.W.D.; 28th July, 1922.
101; Bennett, William Garnsworthy; Perth; F.R.A.I.A., A.R.I.B.A., Architects Act, 1921, section 14 (a), by examination; 20th October, 1924.	149; Clark, Leo Cuthbert; Perth; Architects Act, 1921, section 14 (a), by examination; 19th March, 1934.
142; Bennett, Zoie T.; South Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 19th December, 1933.	56; Clifton, Charles Gordon; Perth; F.R.A.I.A., Architects Act, 1921, section 13 (2) (a), 28th July, 1922 (not practising).
195; Best, David Wallace; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 10th June, 1948.	131; Clifton, Marshall W. G.; Perth; F.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 19th November, 1929.
213; Bevilaqua, Max; Mt. Lawley; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 13th February, 1951.	244; Cohen, Eustace Gresley; Perth; section 14 (a) Architects Act, 1921, Diploma in Architecture, Perth Technical College, A.R.A.I.A.; 16th December, 1952.
172; Blatchford, Robert Vivian; South Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 19th April, 1943.	221; Coll, Stuart John; Victoria Park; A.R.A.I.A., Architects Act, 1921, section 14 (a); 13th February, 1951.
58; Boas, Harold; Perth; F.R.A.I.A., Architects Act, 1921, section 13 (2) (a); 28th July, 1922.	310; Combs, Stewart Cecil; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College.
115; Bonner, Herman Howard; Perth; F.R.A.I.A., Architects Act Amendment Act, 1923, section 2; 18th October, 1927.	299; Coulter, Neville John; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associate Royal Australian Institute of Architects; 14th August, 1956.
171; Boyce, Milton James; Perth; A.R.A.I.A., Architects Act, 1921; section 14 (a); 9th March, 1943.	57; Cox, Brig. Alfred Richard Baxter; Perth; F.R.A.I.A., Architects Act, 1921, section 13 (2) (a) (not practising); 28th July, 1922.
	215; Davies, Vincent Frances Ulick; Victoria Park; A.R.A.I.A., Architects Act, 1921, section 14 (a); 13th February, 1951.
	273; Day, Robert; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 13th July, 1954.

- | No., Name, Address, Qualification, Date of Registration.  | No., Name, Address, Qualification, Date of Registration.   |
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| 147; Dickens, Eliot Thomson; Perth; Architects Act, 1921, section 14 (a); 21st August, 1934.  | 98; Hargrave, John Harrison Osborne; Perth; A.R.I.B.A., F.R.A.I.A., Architects Act Amendment Act, 1923, section 2; 19th May, 1924.                                     |
| 255; Doepel, Alexander Florant; Perth; section 14 (a), Architects Act, 1921, Associateship in Architecture, A.R.A.I.A., Perth Technical College; 10th March, 1953.                          | 84; Harper, Oliver; Nedlands; Architects Act Amendment Act, 1923, section 3 (not practising); 25th February, 1924.   |
| 186; Douglas, Allan Campbell; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 12th February, 1948.   | 119; Harwood, Ross; Perth; Architects Act, 1921, section 14 (a) (not practising); 15th May, 1928.  |
| 242; Duncan, John Kenneth; Perth; A.R.A.I.A., A.R.I.B.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College, 16th December, 1952.                | 202; Hawkins, James William; Mount Lawley; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 8th March, 1949.  |
| 62; Duncan, Kenneth Charles; Perth; F.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 13 (2) (a); 28th July, 1922.  | 12; Henderson, Edgar LeBlond; Perth; F.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 13 (2) (a); 29th May, 1922.   |
| 280; Durbridge, Raymond Leslie; section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 20th December, 1954.  | 266; Hill, Alexander Whitely; Kalamunda; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 9th February, 1954. |
| 229; Dyer, Ronald James; Bessell Avenue, South Perth; A.R.A.I.A., A.R.I.B.A., Architects Act, 1921, section 14 (a); 11th December, 1951.  | 121; Hobbs, Athol J.; Perth; F.R.A.I.A., F.R.I.B.A., Architects Act, 1921, section 14 (a); 21st August, 1928.  |
| 243; Fairbrother, Richard Morris; Perth; section 14 (a) Architects Act, 1921, Diploma in Architecture, Perth Technical College, A.R.A.I.A.; 16th December, 1952.                            | 99; Holmes, Thomas William; Perth; section 13 (2), Architects Act, 1921; re-registered 11th June, 1953.  |
| 176; Feilman, Margaret Anne; Nedlands; B.A., D.I.P., T.P. (Dunelm), A.R.I.B.A., A.M.T.P.T. (London), A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 11th December, 1945. | 200; Jackson, Marie Therese; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a); 8th February, 1949.  |
| 167; Finn, Gordon William; North Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 20th May, 1940.   | 184; Johnson, James Waterson; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 18th April, 1947.   |
| 247; Finney, John Spence; Perth; section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College, A.R.A.I.A.; 16th December, 1952.                                   | 292; Johnston, Brian William; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination; 14th February, 1956.  |
| 203; Fitzhardinge, David Moreton Berkeley; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 12th April, 1949.   | 293; Jones, Archibald David; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 8th May, 1956.           |
| 150; Fitzhardinge, John B.; Perth; F.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 21st May, 1935.  | 238; Jones, Herbert Watson, Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College; 8th July, 1952.                 |
| 133; Forbes, Howard T.; Perth; B. Arch., Sydney, F.R.A.I.A., F.R.I.B.A., Architects Act, 1921, section 14 (a); 17th December, 1929.   | 257; Jones, Raymond Alfredo Daniel; Perth; section 14 (a), Architects Act, 1921, Bachelor of Architecture, University of Melb., A.R.A.I.A.; 10th March, 1953.          |
| 274; Gilovitz, Samuel; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Sydney Technical College; 13th July, 1954.                                   | 318; Kidd, Brian James; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 23rd December, 1958.                      |
| 123; Glennon, Francis Joseph; Perth; A.R.A.I.A., Architects Act Amendment Act, 1923, section 2; 20th November, 1928.  | 312; Krantz, David; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College.   |
| 170; Green, William Allan McInnes; Perth; F.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 19th May, 1941.   | 128; Krantz, Harold Abraham; Perth, A.R.A.I.A., Architects Act, 1921; section 14 (a); 14th July, 1929.   |
| 100; Green, Walter Leonard; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 21st July, 1924.   | 180; Ledger, Ronald Albert; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th August, 1946.  |
| 284; Grogg, Peter John; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 5th April, 1955.                                   | 300; Leighton, Garry Howard; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 14th August, 1956.       |
| 179; Grounds, Haslett Hawksworth; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 1st July, 1946.  | 111; Leighton, William Thomas; Perth; F.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 21st December, 1926.                               |
| 302; Hall, Charles Joseph; Bunbury; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associate Royal Australian Institute of Architects; 11th December, 1956.                              | 113; Lever, Wilfred Wolfenden; Perth; Architects Act Amendment Act, 1923, section 2 (not practising); 17th May, 1927.  |
| 191; Hall, Donald Bryant; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 13th May, 1948.  | 246; Lidbury, John Dalton; Perth; section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College; 16th December, 1952.                         |
| 306; Hall, Neville James; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College.  | 234; Locke, George Somme Kitchener; Perth; A.R.A.I., A.R.I.B.A., section 14 (a), Architects Act, 1921, by examination; 8th April, 1952.                                |
| 219; Hallam, John Framton; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 23rd December, 1958.  | 225; Lucas, Leonard Cuthbert; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a); 10th July, 1951.  |
|   | 199; McCardell, Frederick; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a); 8th February, 1949.  |

- | No., Name, Address, Qualification, Date of Registration.  | No., Name, Address, Qualification, Date of Registration.  |
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| 231; McDonald, Ean Lawrence; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College; 11th March 1952.            | 291; Pollock, Graeme Egerton; Perth; section 14 (a), Architects Act, 1921, by examination; 14th February, 1956.                                       |
| 304; McDonald, Murray Joseph; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination.  | 294; Purich, William Joseph Dominicus; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination; 8th May, 1956.                        |
| 249; McMillan, Albert Edward; Perth; section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College, A.R.A.I.A., 16th December, 1952.       | 253; Ralph, Eric Anthony; Kalamunda; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination; 10th February, 1953.                           |
| 241; Maidment, Peter Charles; Perth; A.R.I.B.A., section 14 (a), Architects Act, 1921, Diploma of Architecture, Edinburgh; 10th November, 1952.                     | 301; Rees, Norman Richard; Perth; section 14 (a), Architects Act, 1921, B.Arch., Sydney University, A.R.A.I.A.; 13th November, 1956.                  |
| 319; Melsom, David James; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 23rd December, 1958.                 | 235; Rexilius, Paul Hugo George; Perth; A.R.I.B.A., section 14 (a), Architects Act, 1921, by examination; 8th April, 1952.                            |
| 214; Menzies, Harold Bramwell; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 13th February, 1951.  | 211; Rosenthal, Kenneth George; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1950.                         |
| 180; Mercer, John Duart; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 13th May, 1948.   | 17; Rosenthal, Samuel; Perth; F.R.A.I.A., Architects Act, 1921, section 13 (2) (a); 29th May, 1922.   |
| 250; Moon, Leslie Thomas; Perth; section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College, A.R.A.I.A.; 16th December, 1952.           | 89; Ross, Harold Lee; Nedlands; Architects Act Amendment Act, 1923, section 3; 14th April, 1924.  |
| 187; Moran, Raymond Frank; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 12th February, 1948.  | 282; Rule, Colin; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 5th April, 1955.   |
| 129; Pitt-Morison, Margaret L.; Perth; A.R.A.I.A., Architects Act Amendment Act, 1923, section 3; 20th August, 1929.  | 105; Sanders, James Stuart; Perth; Architects Act Amendment Act, 1923, section 2; 16th February, 1925.  |
| 201; Moyle Eric John; Mount Hawthorn; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 8th March, 1949.  | 228; Sands, Desmond Ossiter; Perth; F.R.A.I.A., A.R.I.B.A., Architects Act, 1921, section 14 (a), by examination; 11th September, 1951.               |
| 259; Mucciarone, Victor; Mundaring; section 14 (a), Architects Act, 1921, A.R.A.I.A.; 11th June, 1953.  | 126; Seppelt, Joseph G.; Sydney; Architects Act, 1921, section 14 (d) (not practising); 18th June, 1929.  |
| 197; Musto, Sydney Albert; Applecross; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 8th February, 1949.  | 178; Sheldon, Robert; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th June, 1946.                                       |
| 216; Nicol, Gilbert Ridgeway; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 13th February, 1951. | 245; Silver, Dennis; Perth; section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College, A.R.A.I.A.; 16th December, 1952.  |
| 19; Nicholas, Claude H.; Fremantle; F.R.A.I.A., Architects Act, 1921, section 13 (2) (b); 29th May, 1922.   | 146; Sloane, Andrew Gordon; Nedlands; B.C.E. (Melb.), A.M.I.E., Aust., Architects Act, 1921, section 14 (e), by examination; 19th June, 1934.         |
| 196; Nish, Reston William George; Mosman Park; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 19th October, 1948.                                | 206; Smiley, Brian Barron; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1950.                              |
| 181; O'Hara, Anthony John; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1947.  | 276; Smith, Arthur William Thomas; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination; 14th September, 1954.                     |
| 278; Oldham, John Bramston Russell; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination in New South Wales; 20th December, 1954.                | 303; Smith, Harold John; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination.   |
| 314; Palmoja, Jalpu; Perth; Architects Act, 1921, section 14 (a), by examination; 11th February, 1958.  | 177; Smith, Laurence Sarsfield; Nedlands; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 8th May, 1946.                            |
| 256; Parkinson, Peter Shaw; Perth; section 14 (a), Architects Act, 1921, A.R.I.B.A.; 10th March, 1953.  | 307; Smith, Russell Morrison; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College.        |
| 183; Parry, Mervyn Henry; Perth; A.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 14 (a); 21st March, 1947.  | 169; Stephen, Cyril James; Perth; A.R.A.I.A., Architects Act, 1921, section 13 (2) (a); 17th June, 1940.  |
| 320; Phillips, William; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 23rd December, 1958.                   | 155; Stephenson, Arthur G.; Melbourne; F.R.I.B.A., Architects Act, 1921, section 14 (a); 17th May, 1937.  |
|   | 220; Strauss, Raymond Bernard; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 10th April, 1951. |
|   | 313; Stuart, Douglas; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College.                            |

- No., Name, Address, Qualification, Date of Registration.
- 218; Summerhayes, Geoffrey Edwin; Cottesloe; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 13th February, 1951.
- 106; Summerhayes, Reginald; Perth; F.R.A.I.A., F.R.I.B.A., B.Ss.E., Architects Act, 1921, section 13 (2) (a); 15th June, 1925.
- 162; Taylor, Hugh Vivian; Melbourne; A.V.R.I.A., Architects Act, 1921, section 14 (a); 21st February, 1938.
- 154; Taylor, John Alexander; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 17th May, 1937.
- 192; Thompson, George Pruet; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 10th June, 1948.
- 285; Thomson, James Baxter; Perth; A.R.A.I.A., A.R.I.B.A., Architects Act, 1921, section 14 (a), Associate Royal Institute of British Architects; 10th May, 1955.
- 120; Tracey, William H. A.; Perth; A.R.A.I.A., Architects Act, 1921; 19th June, 1928.
- 287; Van Langenberg, Victor Stanley; Perth; Architects Act, 1921, section 14 (a), Associate Royal Australian Institute of Architects; 13th September, 1955.
- 233; Van Mens, Eduard Herbert; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, by examination; 11th March, 1952.
- 103; Walters, Leonard James; Perth; A.R.A.I.A., Architects Act Amendment Act, 1923, section 2; 15th December, 1924.
- 296; Wardrop, John Kean; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Diploma Course in Architecture, Gordon Institute of Technology, Geelong, Victoria, Examination "Planning and Design" Architects Registration Board of Victoria; 14th August, 1956.
- 152; Warne, Ernest William; Perth; A.R.I.B.A., F.R.A.I.A., Architects Act, 1921, section 14 (a); 28th January, 1936.
- 269; Warren, Frederic Capel; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 9th September, 1958.
- 254; Waters, William Lawrence; East Fremantle; section 14 (a), Architects Act, 1921, Perth Technical College, Associateship in Architecture, A.R.A.I.A., 10th March, 1953.
- 281; Watson, Desmond Noel; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Perth Technical College; 8th March, 1955.
- 209; Wauchope, George William; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 14th February, 1950.
- 230; Whitaker, Edwin James; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Diploma in Architecture, Perth Technical College; 11th March, 1952.
- 258; White, John Graham; Perth, section 14 (a), Architects Act, 1921, Perth Technical College, Associateship in Architecture; 7th May, 1953.
- 270; Wilkinson, James Edward; Perth; A.R.A.I.A., section 14 (a), Architects Act, 1921, Associateship in Architecture, Perth Technical College; 9th March, 1954.
- 252; Williams, Bruce Cory; Perth; section 14 (a), Architects Act, 1921, A.R.A.I.A.; 10th February, 1953.
- 311; Williams, Michael Alan Shenton; Perth; A.R.A.I.A., Architects Act, 1921, section 14 (a), Associate R.I.B.A.
- 148; Wilson, George Henry; Nedlands; A.R.A.I.A., Architects Act, 1921, section 14 (a), by examination; 18th December, 1934.

No., Name, Address, Qualification, Date of Registration.

- 87; Winning, Alexander Barr; Perth; F.R.I.B.A., F.R.A.I.A., Architects Act Amendment Act, 1923, section 3; 17th March, 1924.
- 316; Ziersch, Wilbur Verne; Perth; Architects Act, 1921, section 14 (a), Associateship in Architecture, Royal Melbourne Technical College; 10th June, 1958.

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VERMIN ACT, 1918-1958.

Moora, Wongan-Ballidu and Narrogin Vermin Districts.

NOTICE is hereby given under section 98 of the Vermin Act, 1918-1958, that all owners or occupiers of any holdings, either owned, rented or leased within the whole of the vermin districts shown in the Schedule below shall, on the respective appropriate date shown in the said Schedule commence the work of destroying rabbits upon such holdings and upon the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the respective appropriate date further shown in the said Schedule.

The means to be adopted shall be "free feeding" with unpoisoned baits in well defined trails for no less than three nights in succession, followed by the laying of poisoned baits. Baits to be comprised of oats or apples with "1080" poison.

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Schedule.

Date of Commencement of Work; Work Carried Out Until.

- Moora Vermin District; 16th February, 1959, to 16th March, 1959.
- Wongan-Ballidu Vermin District; 16th February, 1959, to 16th March, 1959.
- Narrogin Vermin District; 16th February, 1959, to 9th March, 1959.

G. K. BARON HAY,  
Chairman, Agriculture Protection Board.

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VERMIN ACT, 1918-1958.

Plantagenet, Northam, Cunderdin, Dandaragan, Swan, Balingup, Greenbushes, Bridgetown and Capel Vermin Districts.

NOTICE is hereby given, pursuant to section 102A of the Vermin Act, 1918-1958, that it is proposed to use sodium fluoroacetate ("1080") in the Vermin Districts of Plantagenet, Northam, Cunderdin, Dandaragan, Swan, Balingup, Greenbushes, Bridgetown and Capel for the poisoning of rabbits.

From the publication of this notice until further notice is published, the taking of rabbits or catching by any means except by poisoning is prohibited. Rabbits taken in breach of this prohibition are likely to endanger or be detrimental to human health or life, if consumed as food.

A person who takes or attempts to take rabbits in the Vermin Districts of Plantagenet, Northam, Cunderdin, Dandaragan, Swan, Balingup, Greenbushes, Bridgetown and Capel after the publication of this notice and before publication of a further notice cancelling this prohibition commits an offence against the Vermin Act, 1918-1958. Penalty: Maximum of £100.

G. K. BARON HAY,  
Chairman, Agriculture Protection Board.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

*Tenders for Government Supplies.*

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1958			1959
Dec. 19	925A, 1958	Wood and Metal Working Machines for Belmont High School	Jan. 15
Dec. 23	928A, 1958	Steel Roof Trusses for Albany Hospital	Jan. 15
1959			
Jan. 6	932A, 1958	Bacon and Smallgoods	Jan. 15
Jan. 6	933A, 1958	Limestone Rubble Sub-Base	Jan. 15
Jan. 6	934A, 1958	Butter, Cheese and Margarine	Jan. 15
Jan. 6	8A, 1959	Motor Vehicles for M.W.S.	Jan. 15
1958			
Dec. 19	913A, 1958	Supply and Erection of 5 ton Overhead Travelling Cranc	Jan. 22
Dec. 19	923A, 1958	Machinery for Wood Mill	Jan. 22
Dec. 19	924A, 1958	Ride Control Bogies for R.C. Wagons	Jan. 22
Dec. 2	889A, 1958	Carrier Protection for Bunbury/Cannington 132 KV Lines	Feb. 5
Dec. 19	921A, 1958	Towed Type Vibrating Rollers	Feb. 5
1959			
Jan. 6	931A, 1958	Coopers Black Hoop Iron	Feb. 5
Jan. 6	935A, 1958	Pumping Machinery for Albany Sewerage Station	Feb. 5
Jan. 6	2A, 1959	Diescl Fuel Oil for Wyndham Meatworks	Feb. 5
Jan. 6	3A, 1959	Coarse Salt for Hides	Feb. 5

*Addresses—Liaison Offices—*

W.A. Government Liaison Office,  
Room 25, 2nd Floor, M.L.C. Buildings,  
305 Collins Street, Melbourne.

W.A. Government Liaison Office,  
Room 105, 82 Pitt Street, Sydney.  
Agent General for W.A.,  
115 The Strand, London, W.C. 2.

*For Sale by Tender.*

Date of Advertising	Schedule No.	For Sale	Date of Closing
1959			1959
Jan. 6	9A, 1959	Materials in Sewerage Filter Beds at Burswood Island	Jan. 15
Jan. 9	18A, 1959	Scrap Tramway Rails and Sleepers	Jan. 15
Jan. 6	1A, 1959	10 Secondhand B.S.A. 650 c.c. Solo Motor Cycles	Jan. 22
Jan. 6	4A, 1959	Secondhand Alcon 1½ in. Pumping Plant (MRD 408)	Jan. 22
Jan. 6	5A, 1959	Secondhand Electrically Driven Concrete Mixer, approx. 5 cub. ft. capacity (PW 53)	Jan. 22
Jan. 6	7A, 1959	1952 Austin 5 ton Tip Truck (WAG 2930)	Jan. 22
Jan. 6	10A, 1959	Secondhand 3 h.p. Roseberry Engine	Jan. 22
Jan. 9	12A, 1959	1951 International 15 cwt. Utility (WAG 1433)	Jan. 22
Jan. 9	13A, 1959	1951 Ariel Motor Cycle and Sidecar (WAG 193)	Jan. 22
Jan. 9	14A, 1959	Pumping Plants and Low Down Pumps	Jan. 22
Jan. 9	15A, 1959	Consolidated Pneumatic Air Compressor (P.W. 39)	Jan. 22
Jan. 6	6A, 1959	Secondhand Mitchell Hay Press at Margaret River	Jan. 29
Jan. 6	11A, 1959	Secondhand Austin Champ Truck at P.W.D., Wyndham	Jan. 29

Tenders addressed to the Chairman, Government Tender Board, 74 Murray Street, Perth, will be received for the above-mentioned supplies until 10 a.m. on the dates 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, 74 Murray Street, Perth.

No Tender necessarily accepted.

9th January, 1959.

A. H. TELFER,  
Chairman Tender Board.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Accepted Tenders.

Tender Board No.	Date	Contractor	Sched-ule No.	Particulars	Department Concerned	Rate
533/58	1958 Dec. 30	.....	871A, 1958	Supply of Crushed Stone and Concreting Sand during period 1st January, 1959, to 30th June, 1959, as follows :—	M.W.S.	
		John Dunstan & Son (W.A.) Ltd.	.....	Item 1 (a) .....	.....	£1 16s. per ton
		Bell Bros. Pty. Ltd.	.....	Item 1 (b) .....	.....	£1 15s. 9d. per ton
1386/58	do.	McPhersons Ltd.	839A, 1958	Supply of Centrifugal Pump and Air-cooled Engine	P.W.D.	9s. per cub. yd. £390
1215/58	do.	Metters Ltd.	704A, 1958	Supply of Electric Stoves during period 30th December, 1958, to 30th June, 1959	S.H.C.	£60 each ex works
1110/58	do.	J. & E. Ledger Pty. Ltd.	637A, 1958	Supply of Steelwork for Huts and Garages	P.W.D.	£1,022 16s. 5d.
1355/58	do.	H. C. Little & Co. Pty. Ltd.	806A, 1958	Supply of Pedestrian Operated Traffic Signal Equipment, as follows :—	M.R.D.	
				Item 1 .....	.....	£126 each
				Item 2 .....	.....	£32 each
1394/58	Dec. 24	.....	831A, 1958	Supply of Firewood for No. 6 Pumping Station, Ghooli, as follows :—	G.W.S.	
		N. Dorazio	.....	Item 1 .....	.....	£2 2s. 6d. per ton
		E. Savoldelli & L. Gianoncelli	.....	Item 2 .....	.....	£3 3s. per ton
1266/58	do.	Wesfarmers Tuttt Bryant Pty. Ltd.	740A, 1958	Supply of Tandem Drive Graders	Forests	£4,792
1204/58	Dec. 30	Wm. Adams & Co. Ltd.	699A, 1958	Supply of Tensometer	W.A.G.R.	£289 14s. 6d.
1379/58	do.	Various	808A, 1958	Tuning Pianos during 1959	Education	Rates on applica- tion
1515/58	do.	Globe Motors	893A, 1958	Purchase and Removal of 1955 model Land Rover, 107 in. Wheel Base (Engine No. 170601094), with 5 only 6.50 x 16 Wheels and Tyres	Lands	£458
1516/58	do.	Globe Motors	894A, 1958	Purchase and Removal of 1955 model Land Rover, 107 in. Wheel Base (Engine No. 57113911), with 5 only 6.50 x 16 Wheels and Tyres	do.	£388
1487/58	do.	J. Krasnostein & Co. Pty. Ltd.	896A, 1958	Purchase and Removal of Scrap Metals, as follows :—	C.I.S.I.	
				Item 1 .....	.....	£234 7s. 7d. per ton
				Item 2 .....	.....	£207 7s. 7d. per ton
				Item 3 .....	.....	£175 7s. 7d. per ton
				Item 4 .....	.....	£122 7s. 7d. per ton
1509/58	do.	Various	897A, 1958	Purchase and Removal of Typewriters, Adding Machines and Calculator	Govt. Stores	Details on applica- tion
1495/58	do.	Sheridan's Engraving & Metal Stamping Co.	888A, 1958	Supply of 1,000 only Registration Certificate Holders for Trailers	Police	£11 5s. per 100
1367/58	Dec. 18	S. W. Hart & Co. Pty. Ltd.	810A, 1958	Supply of Steam Heated Sterilising Equipment, as follows :—	P.W.D.	
				Item 1 .....	.....	£821
				Item 2 .....	.....	£257
1428/58	do.	Style Clothing Co.	847A, 1958	Supply of Patients' Sac Coats	Mental Health Ser- vices	9s. 6d. each
1441/58	do.	Globe Motors	864A, 1958	Purchase and Removal of 1951 International L110 Utility (Engine No. SD.220-78700), with 4 only 6.50 x 16 Wheels, Tyres and Tubes	Lands	£138
1420/58	do.	Western Trading Co.	845A, 1958	Purchase and Removal of Fowler Challenger Diesel Crawler Tractor (MRD 505), Serial No. 4460218, with Dozer, Serial No. 10	M.R.D.	£378
714/58	do.	Globe Motors	852A, 1958	Purchase and Removal of 1955 International 15 cwt. Utility (Engine No. ASD.220/8483), in damaged condition, with 4 only 6.50 x 16 Wheels and Tyres	do.	£48

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Accepted Tenders—continued.

Tender Board No.	Date	Contractor	Schedule No.	Particulars	Department Concerned	Rate
1400/58	1958 Dec. 18.	Western Trading Co.	828A, 1958	Purchase and Removal of Malcolm Moore Grader (MR 57), with Fordson Major Kerosenc Tractor (Engine No. 1094367), with 1 only 13.00 x 24, 1 only 12.75 x 24, and 2 only 7.50 x 20 Wheels and Tyres	M.R.D. ....	£87
1401/58	do.	do. do.	825A, 1958	Purchase and Removal of Fiat 55L Diesel Crawler Tractor (Serial No. T55L511188, Engine No. 000723), with Angle Dozer and P.C.U. (AU 3576), MRD 402	do. ....	£828
1389/58	do.	F. E. Whitton	846A, 1958	Purchase and Removal of Bus Body (A 26)	W.A.G.R. ....	£50
1485/58	do.	J. Krasnostein & Co. Pty. Ltd.	872A, 1958	Purchase and Removal of Scrap Steel	Harbours & Rivers	£6 2s. 10d. per ton
1452/58	do.	do. do.	875A, 1958	Purchase and Removal of Link Chain	W.A.G.R. ....	£5 0s. 9d. per cwt.
1455/58	do.	Nor' West Whaling Co.	869A, 1958	Purchase and Removal of Boilers ex No. 3 Pumping Station, Cunderdin	P.W.D. ....	£825
1442/58	do.	Globe Motors	865A, 1958	Purchase and Removal of 1955 Land Rover Utility (Engine No. 57113194), with 5 only 7.00 x 16 Wheels and Tyres	W.A.G.R. ....	£428
1440/58	do.	W. E. Dye	863A, 1958	Purchase and Removal of 1951 International L110 Utility (Engine No. SD.66869), with 5 only 6.50 x 16 Wheels, Tyres and Tubes	Lands ....	£168
1409/58	do.	Globe Motors	844A, 1958	Purchase and Removal of 1950 model Austin A40 Utility (Engine No. IG477390), with 5 only 5.00 x 17 Wheels, Tyres and Tubes	P.W.D. ....	£188
<i>Addition to Contract.</i>						
114/58	Dec. 30	R. Fazari	66A, 1958	Supply of 2,000 (approximate) Jam Fencing Posts	Lands ....	£12 per 100

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 161 of 1958.

Between Electrical Trades Union of Workers of Australia (Western Australian Branch) Perth, and others, Applicants, and The Hon. Minister for Works, Respondent.

HAVING heard Mr. R. W. Fletcher on behalf of the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Mr. J. Mutton on behalf of the Coastal District Committee Amalgamated Engineering Union Association of Workers, Mr. A. Kemp on behalf of the State Executive, Australasian Society of Engineers' Industrial Association of Workers and Mr. E. R. Kelly on behalf of the Respondent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 29 of 1957, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 20th day of November, 1958.

By the Court,

[L.S.]

(Sgd.) R. V. NEVILLE,  
President.

## Schedule.

Clause 17—Fares and Travelling Allowances.—Delete paragraphs (a) and (b) of subclause (2) and insert in lieu thereof the following:—

(a) A worker residing in the suburban area who is required to start work at some place other than his usual workshop or place of employment shall, if the time taken in travelling from his place of residence to the job and return exceeds the time normally taken in travelling from his usual place of residence to his usual workshop or place of employment and return, be paid for such excess travelling time at ordinary rates; and if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the worker in travelling from his place of residence and return, the employer shall pay the amount by which such fares exceed those usually paid for travelling to and from his usual workshop or place of employment.

(b) For the purpose of paragraph (a) of this subclause Jewell Street Workshop shall be deemed to be the usual workshop of installers employed by the Public Works Department.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 16 of 1957.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Western Titanium N.L., 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, 1912-1952, 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 "Mining (Mineral Sands) Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Hours (other than Continuous Shift Workers).
6. Overtime (other than Continuous Shift Workers).
7. Continuous Shift Workers.
8. Rest Period after Overtime.
9. Shift Work.
10. Absence Through Sickness.
11. Higher Duties.
12. First Aid.
13. Holidays.
14. Annual Leave.
15. Under-Rate Workers.
16. Board of Reference.
17. Full Payment for Shift.
18. Wet Places.
19. Record.
20. Interviewing Workers.
21. Leading Hands.
22. Definitions.
23. Wages.
24. Special Provisions.
25. Change Rooms.
26. Payment of Wages.
27. Resumption of Work after Annual Leave.
28. Re-employment after Accident.
29. Long Service Leave.

3.—Area and Scope.

This Award shall apply to workers engaged in the mining of mineral sands and shall operate throughout the South-West Land Division of the State, except that portion within a 15-mile radius of the G.P.O., Perth.

4.—Term.

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

5.—Hours (Other than Continuous Shift Workers).

(a) Forty (40) hours exclusive of crib time shall constitute a week's work to be worked in five days of eight (8) hours each Monday to Friday inclusive.

(b) Where an ordinary shift of a shift worker finishes by 8 a.m. on Saturday, such hours on the Saturday shall be regarded as ordinary hours of employment and shall not be subject to penalty rates.

(c) Where three shifts are worked the hours shall then be inclusive of crib time for such shift workers.

6.—Overtime (Other than Continuous Shift Workers).

(a) For work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Work done on Saturdays and Sundays shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations when the rate shall be time and a half throughout.

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

(d) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(e) 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 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

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

(g) (i) An employer may require any worker to work reasonable overtime (within the limits prescribed by the Mines Regulation Act or any regulations made thereunder) at overtime rates and such worker shall work overtime in accordance with such requirement.

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

7.—Continuous Shift Workers.

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

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

(c) For work done beyond the hours of duty on any day except a holiday, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(d) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(e) 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 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

(f) All work done on Saturdays and Sundays during the ordinary hours of duty shall be paid for at the rate of time and a half. These rates shall be in substitution for and not in addition to the rates prescribed in Clause 9 hereof.

(g) Liberty is reserved to apply to amend this clause.

#### 8.—Rest Period After Overtime.

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

(b) 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) hours 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 a worker of his own volition, continues or resumes work at his ordinary starting time without such break, he shall be paid at ordinary rates.

#### 9.—Shift Work.

(a) (i) A worker who does not work at least one (1) week on day shift out of each consecutive three (3) weeks shall be paid for each shift other than day shift at the rate of time and one-quarter. Provided that if he is required to work for more than one (1) week consecutively on afternoon shift, or for more than one (1) week consecutively on night shift, such a worker shall be paid at the rate of time and one-quarter for each shift other than day shift in the consecutive second and subsequent weeks of afternoon shift or of night shift.

(ii) This subclause shall not apply to workers employed on what is known as the Great Boulder Roster, or accepted variations thereof, nor to workers to whom this subclause would only otherwise apply because of a change of shift due to a private arrangement with another worker, nor to workers (known as "rostered relief workers") regularly employed on continuous process work who are required to work shifts to enable other workers engaged on such work to change shifts weekly and to have their days off, if such rostered relief worker is not required to work more night shifts or more afternoon shifts than the number of day shifts worked by him.

(b) A worker employed on any shift other than day shift shall be paid for afternoon shift five per cent. (5%) and for night shift ten per cent. (10%) in addition to his ordinary rate.

(c) (i) Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(ii) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any public holiday.

(d) (i) A worker who replaces a regular shift worker who is absent for any reason beyond the control of the employer, on afternoon or night shift, shall be paid at the rate of time and one-quarter if he does not work for five (5) consecutive shifts (other than day shift) or, in the case of the Great Boulder Roster, six (6) shifts and the

appropriate shift work rate if he works five (5) or more of such shifts consecutively or, in the case of the Great Boulder Roster, six (6) or more shifts consecutively.

(ii) A worker who replaces on afternoon or night shift a regular shift worker who is absent by reason of a direction of the employer shall be paid at overtime rates unless he works the number of consecutive shifts prescribed in the next preceding paragraph.

(iii) The sequence of consecutive shifts shall not be deemed to be broken under paragraph (i) by reason of rostered days off in respect to workers employed on continuous process work or by a Saturday or Sunday in respect to other workers or by any public holiday or any other reason beyond the control of the employer.

(iv) A worker who does not work five (5) consecutive shifts for any reason beyond the control of the employer shall not be entitled to payment under the provisions of this subclause.

#### 10.—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, subject to subclause (d) hereof, 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.

(d) 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.

#### 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 one half of one day or shift or less, he shall be paid the higher rate for the time so worked.

#### 12.—First Aid.

(a) In any mine where workers are employed, a first-aid outfit shall be provided.

(b) Any first-aid man appointed by the employer to perform first-aid duties shall be paid an allowance of two shillings and sixpence (2s. 6d.) per shift in addition to his ordinary rate of pay.

#### 13.—Holidays.

(a) Subject to subclause (b) hereof the following days or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day (26th January),

Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) (i) Subject to the provisions of subclause (ii) hereof, all work performed by continuous shift workers on any of the foregoing days shall be paid for at the rate of time and a half.

(ii) All work performed by workers other than continuous shift workers and all work performed by continuous shift workers in excess of the hours prescribed in clause 7 on any of the foregoing days shall be paid for at the rate of double time.

(c) The provisions of subclause (b) hereof shall be deemed to be complied with if, at the option of the employer, all work done on such days is paid for at the rate of ordinary time and equivalent time off is added to the amount of annual leave to which the worker is entitled under the Award, or subject to mutual agreement between the employer and the worker concerned, such time off may be taken at some other time.

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

#### 14.—Annual Leave.

(a) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.

(b) Seven-day shift workers—that is, shift workers engaged in a continuous process who are rostered to work regularly on Sundays and holidays—shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with 12 months' continuous service is engaged for part of a qualifying 12 monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one-twelfth (1/12th) of a week for each completed month he is continuously engaged as aforesaid.

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

(d) If after one (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. Provided that a worker who has been employed as a seven-day shift worker shall be paid one-twelfth (1/12th) of a week's pay in addition to the foregoing in respect of each completed month of continuous service as a seven-day shift worker.

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

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

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

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

#### 15.—Under-rate Workers.

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

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

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

#### 16.—Board of Reference.

The Court may appoint for the purpose of this Award, a Board of Reference. Such Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations.

There are assigned to such Board in the event of no agreement being arrived at between the parties to this Award, the functions of—

(a) adjusting any matters of difference which may arise from time to time, except such as involve interpretations of the provisions of the Award or any of them;

(b) deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for the purpose are embodied in this Award.

#### 17.—Full Payment for Shift.

(a) After beginning a shift, workers shall not be paid less than for a full shift, unless they leave of their own accord, or are dismissed for misconduct. This shall not apply in matters beyond the control of the Management.

(b) If, before a worker leaves the works at the end of his shift, and because he is not so informed, he attends at the next shift willing to work it, and there is no suitable work which he is allowed to perform, he shall be paid the wages he would have been entitled to if he had worked the shift he was ready and willing to work. This shall not apply in matters beyond the control of the Management.

#### 18.—Wet Places.

(a) In all wet places one shilling and sixpence (1s. 6d.) extra per shift shall be paid in addition to the rates set out.

(b) (i) "Wet Places" shall mean places where the water is over the workers' ankles or top of gum boots when provided or where in performing the work, the splashing of the water and mud saturates their clothing or where protection is not provided to prevent splashings or drippings sufficient to saturate their clothing.

(ii) The management shall decide where a place is a "wet place" within the meaning of this clause.

(iii) If any dispute arises as to whether or not a place is a "wet place" the matter shall be referred to the Board of Reference for determination.

(c) This clause shall not apply to nozzle-men, pumpmen, tailings dam men, Wilfley table operators, concentrator operators or dredge hands.

#### 19.—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 the inspection of a duly accredited official of the Union, during the usual office hours, at the employer's office or other mutually convenient place, and such official shall be at liberty to take extracts therefrom. If for any reason the record be not available at the office or other mutually convenient place when the official desires to inspect it, it shall be made available for inspection within twelve (12) hours either at the employer's office or other mutually convenient place.

#### 20.—Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour or at some other period convenient to the employer on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

#### 21.—Leading Hands.

Any worker appointed as a leading hand by the employer shall be paid the following amounts in addition to his ordinary wages when placed in charge of—

- (i) not less than three (3) and not more than ten (10) other workers—fifteen shillings (15s.) per week;
- (ii) more than ten (10) and not more than twenty (20) other workers—thirty shillings (30s.) per week;
- (iii) more than twenty (20) other workers—forty-five shillings (45s.) per week.

#### 22.—Definitions.

“Continuous Process Work” means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six (6) consecutive days without interruption except during break-downs or meal breaks or due to unavoidable causes beyond the control of the employer.

“Treatment Operator” shall mean a worker who operates a section of the plant, namely:—

- (i) Concentrator Operator.
- (ii) Dredge Hand.
- (iii) High Tension Separator Operator.
- (iv) Kiln Operator.
- (v) Magnetic Separator Operator.
- (vi) Spiral Operator.
- (vii) Tailings Dam Man.
- (viii) Wilfley Tableman.

#### 23.—Wages.

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

		Rates Per Week.		
		£	s.	d.
(a) Basic Wage	....	13	13	4
(b) Adults—				
		Margin Per Week.		
		£	s.	d.
(i) Nozzleman	....	1	8	6
(ii) Pumpman	....	1	0	6
(iii) Treatment Operator	....	1	4	0
(iv) Powder Monkey	....	2	3	6
(v) Scraper Hauler Operator	....	1	6	8
(vi) All others	....		9	0

The foregoing are set out in weekly amounts for the sake of convenience only. The contract of hiring is a daily one as set out in clause 17 hereof.

(c) Junior Workers—

	Percentage of Basic Wage.
Under 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	70
Between 19 and 20 years of age	80
Between 20 and 21 years of age	100

(d) Casual Workers.—Any worker dismissed through no fault of his own before the expiration of one week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

#### 24.—Special Provisions.

(a) Workers in very wet places shall be provided with oilskin coats and rubber boots.

(b) (i) When the number of workers employed on the surface exceeds ten (10), the employer shall provide a fit and proper crib room.

(ii) The room referred to in the preceding paragraph shall be furnished by the employer with seats and tables.

(iii) Where practicable, the employer shall supply boiling water at meal times.

(iv) The employer shall provide a reasonably vermin proof and ventilated cupboard in which the workers may store their cribs.

#### 25.—Change Rooms.

If more than four (4) persons are employed in any mine on one shift, sufficient accommodation shall be provided for enabling the persons employed in the mine to conveniently dry and change their clothes and in no case shall men dry their clothes upon a boiler. Hot water shall be supplied in all change rooms.

#### 26.—Payment of Wages.

(a) Payment of wages shall be fortnightly.

(b) Any worker leaving or being discharged shall where practicable be paid the full amount of wages due to him within two (2) hours of the opening of the mine office if such office was closed at the time of his ceasing work.

(c) When or before payment of wages is made to an employee, he shall be issued with a docket showing at least the gross amount of wages and the details of any deductions that are made from his earnings. Upon request by the worker he shall also be furnished within a reasonable time of such request, with details of the hours and rates of any overtime worked.

#### 27.—Resumption of Work after Annual Leave.

When a worker is not notified prior to taking his annual leave that no further work is available on the mine, he shall be re-engaged on his return for a minimum period of two (2) weeks or be paid two (2) weeks' wages in lieu thereof unless dismissed for misconduct.

#### 28.—Re-employment after Accident.

Any worker who, as a result of his employment, suffers an accident, and following treatment is certified by his doctor, as fit to resume work, shall, if and when practicable, be re-employed.

#### 29.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the coming into operation hereof if it continued until such time but only to the extent of the last twenty completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called “the transmitter”) to another employer (herein called “the transmittee”) and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transmittee.

(ii) In this sub-clause "transmission" includes transfer conveyance assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
  - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in Section 31 (2) of the Defence Act, 1903-1956 and except in Korea or Malaya after June 26, 1950.
  - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
  - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended);

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State Law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing

that such absence will be regarded as having broken the continuity of service which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c)—Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this sub-clause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave.
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is, in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d)—Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave;

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard;

(3) Where by agreement between the employer and the worker the commencement of the leave

to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave;

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of sub-clause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
- (e) Payment shall be made in one of the following ways—
  - (i) in full before the worker goes on leave.
  - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
  - (iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of sub-clause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon

request by the personal representative a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(4) An employer shall be entitled to off-set any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the 28th of November 1958.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve months thereafter or in the case of termination by death of the worker a period of three years thereafter keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the Time and Wages Record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

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

- (a) The settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time

to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a Chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred and accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the 28th November 1958 shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth the 28th day of November, 1958.

(Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

Filed at my office this 28th day of November, 1958.

(Sgd.) R. H. WILLEY,  
Acting Clerk of the Court.

INDUSTRIAL AGREEMENT.

No. 22 of 1958.

(Registered 25th November, 1958.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 20th day of October, 1958, between The West Australian Local Government Officers' Association Union of Workers, Perth (hereinafter referred to as "the Association") of the one part, and The City of Fremantle (hereinafter referred to as "the Authority") of the other part, witnesseth that for the

considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "City of Fremantle Officers' Agreement, 1958" and replaces Agreement No. 6 of 1953, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Overtime.
9. Higher Duties.
10. Resignations or Dismissals.
11. Holidays.
12. Annual Leave.
13. Sick Leave.
14. Record.
15. Instruments.
16. Board of Reference.
17. Financial Statements.
18. No Reduction.
19. Salaries.

3.—Scope.

This Agreement shall apply to all officers in the employ of the City of Fremantle, excepting Health Inspectors employed subject to the provisions of the "Health Inspectors' Award, 1958."

4.—Area.

This Agreement shall have effect over the area comprised within the boundaries of the City of Fremantle, and any premises or land upon which any undertaking of that Municipality is being carried on.

5.—Term.

The term of this Agreement shall be for a period of three (3) years from the date hereof.

6.—Definitions.

- (a) "Authority" shall mean the City of Fremantle.
- (b) (i) "Executive Officer" shall mean the Town Clerk.
- (ii) "Senior Officer" shall mean and include the City Engineer, City Accountant, City Gardener, Chief Health Inspector, Librarian and Valuer.
- (c) "Librarian" shall mean the officer appointed as such responsible for the conduct of the Free Lending Library.
- (d) "Temporary officer" shall mean a worker engaged by the day. Such worker shall remain a temporary worker at the discretion of the Authority, which may make him a weekly worker.
- (e) "Union" shall mean the West Australian Local Government Officers' Association.
- (f) "Year" shall mean from the 1st November to the 31st October next ensuing.

7.—Hours.

(a) Except as hereinafter provided, the hours of duty of officers shall be 8.30 a.m. to 5 p.m. Monday to Friday inclusive, with a break of one hour for lunch between noon and 2 p.m.

(b) The hours of duty of the Librarian and other workers employed in the Library shall be 37½ per week to be worked from Monday to Saturday, both inclusive each week, between such hours as directed by the Authority.

(c) The hours mentioned in subclauses (a) and (b) hereof may be varied by agreement between the Authority and its officer or officers and, where the duties appertaining to any office cannot be efficiently carried out within the prescribed hours, then in default of such agreement the hours of work shall be determined by the Board of Reference.

Provided, however, that the officer or officers concerned shall not be required to work (except subject to the provisions of the next following clause) a greater number of hours than those specified in subclause (a) hereof.

(d) The hours of duty of foremen and other officers who exercise control over non-clerical workers shall be the same as those of the men over whom they exercise control.

(e) Caretakers shall work such hours as their duties require.

#### 8.—Overtime.

(a) All work done outside the hours specified in Clause 7 hereof shall be paid, subject to subclause (b) hereof, at the rate of time and a half for the first four (4) hours and double time thereafter each day, or on Sundays at the rate of double time, or alternatively, time off during working hours may be allowed equivalent to the time worked outside the ordinary hours, or such time may be allowed to accumulate and may be added to the period of annual leave hereinafter prescribed.

(b) Attendance at meetings by the Executive Officer or any Senior Officer shall not be considered as time worked outside the prescribed hours except insofar as any of such meetings exceed in the aggregate twelve hours per month.

(c) No officer other than the Executive Officer or a Senior Officer shall be entitled to claim payment for overtime unless such overtime worked has been authorised beforehand by the Executive Officer or a Senior Officer.

(d) A statement of the overtime worked shall be submitted at each meeting of the Authority containing particulars of all overtime alleged to have been worked since the expiration of the preceding meeting by any officer. No claim for overtime shall be payable or other allowance made thereunder after three (3) months from the expiration of the time when the overtime is alleged to have been worked unless the statement relating thereto hereinbefore referred to has been furnished to the Authority.

(e) Where an officer is required to work on after the usual time for ceasing duty, he shall, where such additional duty necessitates taking a meal away from the usual place of residence, be reimbursed for each meal at the rate of five shillings and sixpence (5s. 6d.) and shall be reimbursed the cost of each meal necessarily taken away from the usual place of residence on Saturdays, Sundays and public holidays at the rate of five shillings and sixpence (5s. 6d.) for each meal. Provided that in each case the overtime worked before and after a meal break totals not less than two hours.

#### 9.—Higher Duties.

(a) Where any officer performs the duty of a position higher than that in which he is usually employed for a period exceeding one month, he shall be paid while performing any such duty at a rate not less than the salary payable to the officer relieved. Such payment shall be made for the whole of the period during which the officer performs such higher duties.

(b) Where any officer regularly carried out the duties, or occupies a dual office, he shall be paid the salary pertaining to the higher office.

#### 10.—Resignations or Dismissals.

Subject to the provisions of the Municipal Corporations Act, or Acts for the time being in force, the following provisions shall apply:—

(a) Excepting with the approval of the Authority, the executive officer or any senior officer shall not leave his position until the expiration of one month's notice in writing of his intention so to do.

(b) One month's notice shall be given by the Authority to any officer coming within the provisions of subclause (a) hereof whose services are no longer required; provided that this subclause shall not apply to cases of summary dismissal for misconduct.

(c) In the case of officers not included in (a) and (b) hereof, one week's notice on either side shall be deemed sufficient notice to terminate the contract of employment; provided that after ten (10) years' service in the employment of the Authority one month's notice on either side shall be required to terminate the contract of employment of an officer; provided further, that this subclause shall not apply to cases of summary dismissal for misconduct.

(d) One day's notice on either side shall be deemed sufficient to terminate the contract of employment of temporary officers.

#### 11.—Holidays.

(a) The following days, or the days observed in lieu, shall be granted as holidays and paid for, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Queen's Birthday, Christmas Day and Boxing Day, and any other day or days which may be proclaimed as a public holiday under the Public Service Act as a holiday for persons employed in the Public Service of the Government of Western Australia.

(b) Where an officer is required to be on duty on any of the abovenamed holidays, he shall be allowed equivalent time off duty or an equivalent number of days may be added to his annual leave.

#### 12.—Annual Leave.

(a) All officers shall be entitled to two (2) weeks' annual recreation leave (exclusive of intervening holidays) on full pay. The leave shall be taken at a time mutually convenient to the officer and the Authority, at any time within six months of its becoming due.

(b) By agreement between the Authority and any of its officers, leave may be allowed to accumulate up to and including a period not exceeding that allowed for three years' service.

(c) An officer not completing one year's service shall be granted pay in lieu of annual leave in proportion to his or her length of service.

(d) An officer 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.

#### 13.—Sick Leave.

(a) No officer shall be entitled to payment of salary or wages on the ground of ill-health, except on the following terms and conditions:—

(i) On production of a satisfactory medical certificate or other evidence of a satisfactory nature, an officer shall be entitled to sick leave on the following scale:—

(a) First eighteen (18) months of continuous service—up to a total of one and a half weeks on full pay.

(b) Over eighteen (18) months of continuous service and up to three years—two weeks on full pay and two weeks on half pay.

(c) Over three years' continuous service and within each subsequent triennial period from the expiration of the first three years—two months on full pay.

(ii) When an officer is in receipt of payment under the Workers' Compensation Act, and is entitled to payment under the preceding subclause, the obligation of the employer hereunder shall be deemed to be discharged upon payment of the difference.

(b) When an officer absents himself from duty without reasonable cause or in excess of the allowance herein provided for, the employer may deduct from his pay a sum proportionate to his time of absence.

#### 14.—Record.

(a) A readily intelligible record shall be kept by the Authority containing the following particulars:—

(i) The name of each officer.

- (ii) The class of work upon which the officer is engaged.
  - (iii) The hours worked each day.
  - (iv) The salary (and overtime, if any) paid to each officer.
- (b) Such record shall be signed by the officer and shall be open for inspection, during office hours, by the secretary or accredited representative of the Union, and such person may take extracts therefrom.

15.—Instruments.

The Authority shall provide and maintain all instruments and equipment.

16.—Board of Reference.

(a) The Court may appoint, for the purpose of this Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties as prescribed by the regulations to the Industrial Arbitration Act, 1912-1952. There are assigned to each such Board in the event of no agreement being arrived at between the parties to this Agreement the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Agreement or any of them;
- (ii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952.

17.—Financial Statements.

The financial statements of the Authority shall be made available for the inspection of the Secretary of the Union and a copy shall be supplied to the Union upon request.

18.—No Reduction.

No officer who at the date of this Agreement is in receipt of a higher rate of pay than is herein provided shall have his or her pay reduced as a consequence of this Agreement.

19.—Salaries.

The minimum salaries payable to officers covered by this Agreement shall be as follows:—

	Per Week		
	£	s.	d.
(a) Basic Wage:			
Adult Males	13	13	5
Adult Females	8	17	9

(b) Classified Adult Males:

	Margin Over Male Basic Wage				
	Per Annum				
	1st year	2nd year	3rd year	4th year	5th year
(i)	£	£	£	£	£
Town Clerk	1600	1650	1700	1750	1800
City Engineer	1455	1505	1555	1605	1655
City Accountant	740	790	840	890	940
Librarian	660	710	760	810	860
City Gardener	760	810	860	—	—
Chief Health Inspector	760	810	860	—	—
Valuer	720	760	800	—	—
Senior Accounts Clerk	495	535	575	—	—
Engineer's Clerk	270	290	310	—	—
Cashier	270	290	310	—	—
Head Foreman	400	430	460	—	—
Foreman	240	260	280	—	—
Rubbish Foreman	260	280	300	—	—
Caretaker	205	220	235	—	—
Building Inspector	314	334	354	—	—

(ii) Engineering Assistants:

	£
First six months	310
Second six months	340
Second year	370
Third year	460
Fourth year	550
Fifth year	640

(c) Classified Adult Females:

	Margin over Female Basic Wage Per Annum			
	1st Year	2nd Year	3rd Year	4th Year
	£	£	£	£
Children's Librarian	325	365	405	445
Town Clerk's Stenographer	205	225	245	—

(d) Male Clerical Officers:

	Per cent. of Male Basic Wage.
Under 16 years of age	45
16 to 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	75
19 to 20 years of age	90
20 to 21 years of age	97½

	Margin over Male Basic Wage Per Annum.
	£
21 to 22 years of age	55
22 to 23 years of age	100
23 to 24 years of age	136
24 to 25 years of age	161
25 to 26 years of age	190
26 to 27 years of age	220
27 years of age and over	250

(e) Female Clerical Officers:

	Per cent. of Female Basic Wage.
15 to 16 years of age	60
16 to 17 years of age	70
17 to 18 years of age	80
18 to 19 years of age	90
19 to 20 years of age	95

	Margin over Female Basic Wage Per Annum.
	£
20 to 21 years of age	35
21 to 22 years of age	110
22 to 23 years of age	120
23 to 24 years of age	135
24 to 25 years of age	155
25 years of age and over	170

Adult female officers when performing work as a stenographer, comptometer or calculating or ledger machine operator shall receive ten shillings (10s.) per week in addition to the above rates.

(f) For the purposes of adjustment and payment, the weekly salary shall be calculated as one fifty-second (1/52nd) of the annual salary.

(g) Any officer who at the date of commencement of this Agreement has been employed in the classified position in which he is the present occupant for at least two years shall be entitled to the rate applicable to the third year. Any such officer who has been employed in such position for at least one year shall be entitled to the rate applicable to the second year. Any such officer

who has been employed in such position for less than one year shall be entitled to the rate applicable to the first year.

(h) Any officer who, following the date of commencement of this Agreement, completes one year in the classified position of which he is an occupant shall be entitled to the rate applicable to the second year for such position, and after completing two years in such position shall be entitled to the rate applicable to the third year. Any officer who, following the date of commencement of this Agreement, is appointed to a classified position shall be entitled to the rate applicable to the first year.

(i) Temporary workers shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed herein.

(j) A deduction may be made from the salary of a caretaker for quarters supplied by the employer, of such an amount as fixed by agreement between the Authority and the worker concerned, and in default of agreement, by the Board of Reference.

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

The Common Seal of the City of Fremantle was hereto affixed this 30th day of October, 1958, pursuant to a resolution of the Council passed on the 15th day of September, 1958, in the presence of—

[L.S.]

W. FRED. SAMSON,  
Mayor.  
N. J. C. McCOMBE,  
Town Clerk.

The Common Seal of the West Australian Local Government Officers' Association Union of Workers, Perth, was hereto affixed in the presence of—

[L.S.]

N. H. MANUEL,  
President.  
V. ULRICH,  
Secretary.

## INDUSTRIAL AGREEMENT.

No. 20 of 1958.

Registered 14th November, 1958.

THIS Agreement made in pursuance of the "Industrial Arbitration Act, 1912-1952" this 10th day of October, One thousand nine hundred and fifty-eight, between The Sugar Refining Employees' Industrial Union of Workers Fremantle (hereinafter referred to as "the Union"), of the one part, and The Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company"), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

### 1.—Title.

This Agreement shall be known as the Sugar Refinery Workers' Agreement.

### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definitions.
6. Hours.
7. Overtime.
8. Contract of Service.
9. Holidays.
10. Time and Wages Record.
11. Board of Reference.
12. Representative Interviewing Workers.
13. Recognition of Union—Notices.

14. Mixed Functions.
15. Aged and Infirm Workers.
16. Payment for Sickness.
17. Long Service Leave.
18. Wages and Allowances.

### 3.—Term.

This Agreement shall come into operation from 1st March, 1958, and shall continue in force for a period of two (2) years until 29th February, 1960.

### 4.—Area.

This Agreement shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

### 5.—Definitions.

"Casual Worker" except as hereinafter provided means a worker employed for less than one (1) week, with a minimum of two hours in any day. He shall be paid at the rate of ten (10) per cent. in addition to the rate prescribed in this Agreement on an hourly basis.

This shall not apply to a casual worker on raw sugar.

"Casual Watchman" means a watchman who is employed for a period of one (1) week or less or who is regularly employed and who does not perform more than twelve (12) hours work in any one (1) week. He shall be paid at the rate of ten (10) per cent in addition to the rate prescribed for a watchman in this Agreement on an hourly basis.

### 6.—Hours.

(a) Subject as hereinafter provided in subclause (c) hereof, the hours of workers shall be forty (40) per week.

(b) The day's work for workers employed on single shift (i.e. day work only) shall consist of eight (8) hours each day Monday to Friday inclusive.

(c) Workers on shift work may be employed five (5) shifts of eight (8) hours each, inclusive of crib time. Such workers shall be employed on day, afternoon and night shifts on successive weeks.

Provided that these shift hours may be altered at any time by agreement in writing between the Union and the employer, subject always to the provision that the average weekly hours shall not exceed forty (40). Until any such agreement has been arrived at it shall be permissible for the Company to continue the system in operation at the date hereof.

(d) Shift workers referred to in subclause (c) of this clause may commence the work of a night shift at 11 p.m. in which case the time worked between 11 p.m. and midnight on any Sunday or public holiday hereinafter specified shall carry ordinary rate and be included as part of their ordinary shift-work hours.

(e) Notwithstanding anything contained in subclauses (a) to (d) hereof inclusive the hours of work for watchmen shall be forty-eight (48) per week.

### 7.—Overtime.

Except as otherwise provided:—

(a) For all work done outside the hours of duty on any day as hereinbefore prescribed or determined by agreement, payment shall be made at the rate of time and a half for the first four (4) hours, and at double time rate thereafter.

(b) Subject to the provision in clause 6 (d) hereof and except in the case of watchmen all time worked on Sundays and on the holidays prescribed in clause 9 of this Agreement shall be paid for at double time rate.

(c) Any employee required to continue working overtime after ordinary ceasing time shall be paid 5s. for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m., and 12 midnight.

Provided that such payment shall not apply where the employee has been notified the previous day of the requirement to work overtime.

- (d) Where a worker is called on to work a quick shift, he shall be paid at the rate of time and a quarter for that shift.

A "quick shift" shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off duty.

- (e) Notwithstanding anything contained in this Agreement:

- (i) An employer may require any worker to work reasonable overtime rates and such worker shall work overtime in accordance with such requirement.
- (ii) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with requirements of this subclause.
- (iii) This subclause shall remain in operation only until otherwise determined by the Court.

#### 8.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour for not less than two (2) hours, the contract of hiring of every worker shall be for a weekly engagement, terminable on either side by one week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of clause 14 hereof as to payment for absence on account of illness. Where any absence extends for more than one (1) week, the employment shall be deemed to have terminated upon the expiration of the said week.

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

(d) The employer shall be entitled to deduct payment for any day 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.

#### 9.—Holidays.

(a) The following days, or the days observed in lieu, shall subject to clause 7 (b) hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this Agreement, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rate 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. Provided that in the case of watchmen the period of leave shall be three and four-sevenths weeks.

(d) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid. Provided that this subclause shall not apply to watchmen.

(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. Provided that in the case of watchmen such payment shall be 25/84th's of a week's pay at the ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

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

#### 10.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing the names of each of his workers to whom this Agreement applies, the class of work performed by and the wages paid to each such worker, and the time during which each such worker has been employed. Such record shall be open for inspection by a representative of the Union of Workers during the usual office hours.

#### 11.—Board of Reference.

(a) The Court hereby appoints for the purpose of the Agreement a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

(c) In the event of a disagreement between the parties bound by this Agreement, in any of the matters hereinafter mentioned, the Board is hereby assigned the following functions:—

(1) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them.

(2) deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 106 of the Regulations under the Industrial Arbitration Act shall be deemed to apply to any Board of Reference appointed hereunder.

#### 12.—Representative Interviewing Workers.

In the case of disagreement existing or anticipated concerning any of the provisions of this Agreement an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer, and accompanied by a representative of the employer if so desired, to inspect during the progress of the work the operations affected; but this permission shall not be exercised without the consent of the employer more than once in any one week.

#### 13.—Recognition of Union—Notices.

(a) Should any matters relative to terms and conditions of employment arise during the currency of this Agreement affecting the workers generally, the Union shall have the right by appointment to interview and to be heard by the Employer's representatives thereon, with a view to arriving at some understanding.

(b) A copy of this Agreement shall be posted in a suitable place agreed upon between the employer and the Union.

(c) The accredited Union representative shall not be prevented from posting any lawful notice of the Union in a suitable place agreed upon between the employer and the Union.

#### 14.—Mixed Functions.

Where a worker is employed for four (4) hours or less during any day on work in a higher grade than his ordinary occupation he shall be paid for the time so occupied at the higher rate. If so employed for more than four (4) hours he shall be paid at the higher rate for the whole of the shift.

#### 15.—Aged and Infirm Workers.

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

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

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

#### 16.—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 Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

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

(d) Notwithstanding the provisions of subclause (c) 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.

(e) Sick leave shall accumulate from year to year so that any balance of the period prescribed 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 four (4) years but no longer from the end of the year in which it accrues.

(f) For the purpose of assessing a worker's entitlement to accumulated sick pay, subclause (e) hereof shall be deemed to have become operative as from the 1st day of January, 1951.

#### 17.—Long Service Leave.

(i) Period of Operation.—This clause shall continue in force for the term of this Agreement, provided that in the event of any State legislation or

State and/or Federal award providing for long service leave imposing any rights, liabilities, or obligations on the parties to this Agreement other than under this Agreement and an exemption not obtained from the operation of such legislation and/or award by virtue of this Agreement, this clause shall cease to operate as from the date of operation of such legislation and/or Award.

(ii) Entitlement to Leave.—Subject to this Agreement every employee, not being a casual employee, shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.—The amount of such entitlement in the case of an employee who has completed at least 20 years' continuous service with the Company shall be:—

(a) in respect of the 20 years' service so completed—13 weeks' leave; and

(b) in respect of each 10 years' service with the Company completed after such 20 years—six and one half weeks' leave.

(iv) Pro Rata Entitlement on Termination.—In the case of an employee who has completed at least 10 years' service but less than 20 years' service with the Company and whose services with the Company are terminated by the Company for any cause other than serious misconduct, or by the employee for any reason or by reason of the death of the employee, the employee shall be entitled to a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service, or since the last accrual of entitlement to leave on the basis of 13 weeks for 20 years' service.

(v) Calculation of Continuous Service.—(a) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, and shall, subject to any limitation herein, count as service:—

(i) absence in respect of any period during which the employee shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than as a member of the British Commonwealth Occupation Forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act, 1939 (as amended), or absence on compulsory service in any of the armed forces under the National Service Act 1951 (as amended): Provided that the employee as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence;

(ii) absence on any annual leave or long service leave;

(iii) absence following any termination of the employment by the Company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave; and

(iv) absence necessitated by personal sickness or injury of which not more than 15 working days a year shall count as service.

(b) For the purposes of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, but the period of such absence shall not count as service:—

(i) absence following any termination of the employment by the Company on any ground other than slackness of trade, if the employee be re-employed by the Company within a period not exceeding two months from the date of such termination;

(ii) absence during any standing down of an employee in accordance with the provisions of this Agreement;

- (iii) absence following any termination of the employment by the Company on the ground of slackness of trade if the employee is re-employed by the Company within a period not exceeding six months from the date of such termination;
- (iv) absence of the employee authorised by the employer at any time;
- (v) absence arising directly or indirectly from an industrial dispute but only if the employee returns to work in accordance with the terms of settlement of the dispute;

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of 14 days shall be deemed to break the continuity of service for the purposes of this clause unless the employee notifies the Company in writing of the reason for his absence.

(vi) Service before Commencement of Agreement.—For the purpose of calculating the entitlement to leave, continuous service of an employee with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last 20 completed years of such service, provided that any service prior to such 20 years' service will carry such leave if the employee remains in the Company's service until his retirement.

(vii) Time of Taking Leave.—Long service leave shall be granted and taken on the retirement of the employee provided that when an employee has completed 20 years' of continuous service he will be entitled to not more than eight weeks interim leave which will be taken at such time as may be agreed between the Company and the employee having regard to the needs of the Company's establishment where the employee is working. Additional interim long service leave on the basis of four weeks for each additional 10 years' service may be taken at such time as may be agreed between the Company and the employee.

(viii) Payment on Termination for Leave Not Taken.—Where the employment of an employee is terminated otherwise than by his death and he has an entitlement to long service leave the employee shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the employee in full his ordinary pay for the leave less any amount already paid to the employee in respect of that leave.

(ix) Payment on Death.—Where an employee dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the employee, the Company shall upon request by the personal representative of the employee, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three months of the date of the employee's death the Company may pay to the widow or such of the next of kin as it considers appropriate, the said amount due. The obligation of the Company to such employee or employee's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.—Each employee shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

(Note: "Ordinary time rate of pay."—

- (1) shall not include—  
 shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;  
 payment in the case of employees employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

(2) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.)

(xi) Method of Payment.—Payment shall be made in one of the following ways:—

- (a) in full before the employee goes on leave, or  
 (b) at the same time as his wages would have been paid to him if the employee had remained at work, in which case payment shall, if the employee in writing so requires, be made by cheque posted to an address specified by the employee, or  
 (c) in any other way agreed between the Company and the employee.

(xii) Public Holidays and Annual Leave During Period of Leave.—Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.—For the purposes of this clause where a business has, whether before or after the coming into operation of this Agreement been transmitted from an employer (in this paragraph called "the transmitter") to another employer (in this paragraph called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—

- (a) the continuity of service of such employee shall be deemed not to have been broken by reason only of the transmission; and  
 (b) the period of the continuous service which the employee has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the employee with the transferee.

In this subclause "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(xiv) Benefits Related to Long Service.—The Company will continue to operate its F.E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.—The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave, to which the employee may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such employee is entitled pursuant to this Agreement.

(xvi) Records.—(a) The employer shall keep an adequate long service leave record.

(b) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the Time and Wages Record.

#### 18.—Wages and Allowance.

The minimum rate of wages payable to adult male workers shall be as follows:—

Basic Wage—£13 12s. 3d. per week.

	Weekly Margin
Raw Sugar—	
Leading Hand	£ 2 7 6
Unstoring	1 11 6
Cutting-in	1 11 6
Men washing and drying	1 1 0
Melting House—	
Washing Fugals	2 6 0
Filters—	
Filters and Clarification	3 2 0
Char End—	
Kilns, filling and emptying cisterns	2 14 6



hour in addition to the rates prescribed herein for their ordinary classification.

**Oilers and Aprons.**—Employers shall for use in their work only, supply oilskin coats, cash and docket satchels, leather aprons, gaiters or leggings to motor lorry drivers free of cost.

**Adult Labourer.**—The employer shall make it a condition of employment that all workers must be covered by this Agreement and shall be members of this Union or become so immediately on their first pay day.

**Boots.**—The employer shall, for use during working hours, only, supply suitable boots to those employed at the bottle washing, at the tanks, at the tubs, at the filters, at the cask washing shed, at the bottlers, and to any employees working in or about water such boots to be supplied free of cost.

## 2.—Hours.

**Shift Cellarmen.**—Forty hours shall constitute a week's work for shift cellarmen and the hours to be worked shall be:—

### (a) Day Shift:

Week days:

8 a.m. to 12 noon.

1 p.m. to 3.40 p.m.

One hour off between 12 noon and 1 pm. for lunch.

Saturdays:

8 a.m. to 11 a.m.

12 noon to 3.40 p.m.

One hour off between 11 a.m. and 12 noon for lunch.

### (b) Afternoon shift:

4.20 p.m. to 11 p.m. inclusive of 30 minutes for crib Mondays to Saturdays.

### (c) Night shift:

11.40 p.m. to 6.20 a.m. inclusive of 30 minutes each shift for crib—Mondays to Saturdays.

**Shift Topmen.**—Shift topmen shall mean one, two or three sets of men engaged for the sole purpose of brewing and working shifts for five days each of eight hours from Monday to Friday inclusive the hours of work to be:—

1st Shift—7.30 a.m. to 3.30 p.m.

2nd Shift—3.30 p.m. to 11.30 p.m.

3rd Shift—11.30 p.m. to 7.30 a.m.

**Other Workers.**—Forty hours shall constitute a week's work spread over five days from Monday to Friday inclusive eight hours per day, the working hours to be from 7.30 a.m. to 12 noon and from 1 p.m. to 4.30 p.m.

## 3.—Additional Allowances to Shiftworkers and Casual Hands.

(a) All workers employed on regular afternoon and night shift work shall be paid an allowance equal to 10% of their ordinary weekly rate of pay.

(b) Shift workers called on to work shifts without having been previously rostered shall be deemed "casual shift workers" and shall be paid an allowance for the first week only of 12½% in addition to their ordinary rate of pay.

(c) The additional allowances mentioned in sub-clauses (a) and (b) hereof shall be taken into consideration when calculating overtime rate for any overtime for work done beyond eight (8) hours per day on Mondays to Fridays inclusive. Except as aforesaid the above allowances shall not be included for purpose of calculating any other penalty rates under this Agreement.

(d) Casual hands shall be paid by the hour at the rate of ordinary pay plus five shillings (5s.) per day.

## 4.—Overtime.

If any employee works earlier than his starting time or later than his ordinary quitting time, he shall be paid overtime at the rate of time and a half for the first four hours and double time thereafter, each day to stand alone. The same rate shall be paid for Saturday work.

## 5.—Record Book.

The Company shall keep a record of the time of each employee of the time he starts and finishes each day and of the total amount of hours worked, and of the wages paid to each employee. Such record shall be open to the inspection of the Secretary, of, or any person appointed by the employees' Union, during working hours. Each employee shall sign the record kept for all moneys received by him.

## 6.—Sundays.

All work performed on Sundays by employees in any department shall receive payment for the same double time rate. Workers who are required to work shift work shall be allowed one Sunday off in three.

## 7.—Holidays.

(a) All work performed by workers in any department on the undermentioned holidays shall be paid for at a rate equal to one and one-half (1½) times the ordinary rate of pay, and in addition such workers shall be paid one (1) day's pay for the holiday. All holiday shifts shall rotate. One ordinary day's pay shall be paid for the undermentioned holidays to workers who do not work that day.

(b) The days to be observed as holidays according to the provisions of this Agreement are Christmas Day, Boxing Day, New Year's Day, Annual Picnic Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day (in June), Kalgoolie Cup Day, Boulder Cup Day, and Sovereign's Birthday. In case any of the above holidays fall on a Saturday or a Sunday another day shall be observed in lieu thereof.

(c) It is agreed between the employer and union that in the event of any driver being called upon to work on holidays such driver is to be paid in accordance with subclause (a) per hour worked (a part of an hour to be paid for as a full hour) up to 10 a.m., and if such driver works after 10 a.m. he shall be paid for the full shift in accordance with subclauses (a) and (b).

(d) Any employee (excepting drivers) working any part of a shift shall be paid for the full shift in accordance with subclause (a).

## 8.—Annual Leave.

(a) An employer shall grant an employee who completes twelve (12) months' service three (3) weeks' annual leave; such leave to be taken at times to be mutually agreed upon between the employees and their respective employers between 1st March and 31st October in each year. The annual leave shall be in addition to the holidays mentioned in clause 7 hereof.

An employer shall pay to an employee who has been continuously employed for more than one (1) month but less than three (3) months an amount equivalent to one and one-quarter (1¼) day's pay in respect of each completed month of service; and to an employee who has been continuously employed for more than three (3) months an amount equivalent to two and one-twelfth (2 1/12th) day's pay in respect of each completed month of service. The said payments shall be made to an employee entitled thereto:—

(a) On the termination of his service if such termination occurs before he takes his annual leave; or

(b) on the taking of his annual leave if he remains in the service of his employer.

An employer shall set aside and/or credit to an employee's account from time to time sufficient money to cover the said payments so that unless that employee's service is terminated earlier there will be available for him at the time he takes his annual leave a sum equivalent to two (2) weeks' double pay and one (1) week's single pay and apart from paying the money so set aside an employer shall not be obliged to make any payments to an employee in respect of his annual leave or in respect of the period during which such leave is actually taken.

(b) It shall be a condition of every worker taking Annual Leave that he—

- (i) shall not under any circumstances be engaged in any gainful employment while on such leave;
- (ii) shall return to the active service of the employer forthwith at the expiration of leave and;
- (iii) shall not draw any sick or accident pay simultaneously with Annual Leave.

A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits. A breach of condition (ii) (except as on the grounds of illness necessitating retirement or additional leave on the advice of a Medical Officer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

#### 9.—Absence Through Sickness.

(a) A worker who is unable through sickness or accident to attend his duties shall notify the employer not later than 10 a.m. on the day he first absents himself from duty.

(b) A worker shall be entitled to sick pay in respect of any period of absence on account of sickness after the first day of January, 1948 on the basis of one half day's pay for each completed month served with the employer between the said first day of January, 1948 and the date of the commencement of such absence provided that in calculating the amount due to a worker in respect of any particular period of absence through sickness there shall be deducted therefrom any sum or sums previously paid to him hereunder.

(c) The term "sickness" shall not include any case where the worker is entitled to compensation under the Workers' Compensation Act.

(d) No worker shall be entitled to the benefits of this clause unless he produces proof of his sickness satisfactory to his employer. This proof shall be in the form of a medical certificate if the absence is for three days or more. The employer shall have the right at any time to have the worker examined by a doctor on behalf of the employer.

(e) Except as aforesaid, a worker shall not be entitled to payment for time lost through sickness or accident.

#### 10.—No Contract or Piecework shall be Permitted.

All work of any employee in the capacity as mentioned in this Agreement in or about a brewery or bottling works or in connection with the business of brewing or beer bottling shall be carried out departmentally by bona fide breweries' employees engaged and paid direct by the brewery proprietors and not by agents or contractors. This clause shall not apply to contractors erecting repairing or making alterations to building or machinery or to carriers being engaged for the delivery of goods other than beer or empties or brewing materials as has been the practice or custom prior to this date. The employer agrees that such carriers employ only bona fide members of the Transport Workers' Union.

#### 11.—Engagement.

The engagement between the employee and the employer shall be weekly; a week's notice from either party to terminate same except in the case of any employee absenting himself from duty, not obeying lawful commands or being guilty of misconduct or of the works of the employer being stopped through fire or tempests or damage by the Queen's enemies when such agreement shall be terminated immediately.

#### 12.—Discharge and Re-Engaging Hands.

The question of dismissal and re-engagement of Union members shall be administered in a just and fair spirit according to the seniority of service but reserving to the employer the right to depart from the rule or seniority of service in circumstances where the employee is technically unqualified for

the work, is incompetent or guilty of misconduct or in the opinion of the employer inconvenience would be occasioned the employer owing to the inclusion in the dismissals of some essential man or the inability of the employer to re-engage some essential man. This clause to apply only to men of at least one year's continuous service. The following departments shall be considered as separate employment for the purpose of this clause:—

- (a) Bottle Department;
- (b) Brewery;
- (c) Delivery.

13. No employee who has previously been in receipt of higher wages than arranged for in this schedule shall be reduced in wages under his present employment and shall receive a similar increase to all other employees.

14. Any employee who considers himself unfit or not capable of earning the wages hereinbefore prescribed may be paid such less wages as may be agreed upon between the employer and the Secretary of the Union. In default of such agreement being arrived at within twenty four hours after application has been made in writing to the Secretary of the Union the matter may be referred to the nearest Resident Magistrate for settlement. Any employee whose wage has been so fixed may work and be employed by any employer for such less wage for a period of six calendar months then next ensuing and thereafter until fourteen days' notice in writing shall be given to such employee by the Secretary of the Union requiring his wages to be again fixed.

#### 15.—Annual Bonus.

The employer shall pay each employee receiving wages under this Award a week's pay by way of bonus in the last week in December in each year. Any employee leaving the employer's service for reasons other than misconduct, dishonesty or neglect of duty before the payment of such bonus in any year shall when leaving be paid a pro rata payment in lieu thereof; any employee who shall not have been in the employ of the employer for a year in the first week in December, shall receive a part of his week's pay bearing the same proportion to a week's pay as the period of his service bears to a year.

16. All employees on day shift in or about a brewery or bottling works shall if required to work more than one hour overtime after the usual finishing time be entitled to knock off for one hour after the usual finishing time for refreshments. Any alteration to be by mutual arrangement.

17. Where an employee is required to take a "leading position" he shall during the time he occupies such position receive the sum of £1 per week in addition to his ordinary rate of pay.

#### 18.—Long Service Leave.

##### (a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

##### (b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the coming into operation hereof it is continued until such time but only to the extent of the last twenty completed years of continuous service. Provided, however, that where a worker has received long service leave under previous agreements on the basis of 13 weeks' leave after 25 years' service, he shall be entitled to a further six and one half (6½) weeks' leave on the completion of each 10 years' continuous service after the date he first qualified for long service leave.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time

of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—the period of continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transmittee.

(ii) In this sub-clause "transmission" includes transfer conveyance assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

(a) Any period of absence from duty on an annual leave or long service leave.

(b) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(c) Any period during which the service of the worker was or is interrupted by service—

(i) As a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31(2) of the Defence Act 1903-1956 and except in Korea or Malaya after June 26, 1950;

(ii) As a member of the Civil Construction Corps established under the National Security Act 1939-1946;

(iii) In any of the Armed Forces under the National Service Act 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

(a) The transmission of a business as referred to in paragraph (3) hereof.

(b) Any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof.

(c) Any absence from duty authorised by the employer.

(d) Any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute.

(e) Any termination of the employment of the worker on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination.

(f) Any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination.

(g) Any reasonable absence of the worker on legitimate Union business in respect of which he has requested and been refused leave.

(h) Any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the

absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this sub-clause.

(2) Subject to sub-clause b(2) where a worker has completed at least 20 years' service the amount of leave shall be—

(a) in respect of 20 years' service so completed—13 weeks' leave;

(b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

(a) by his death;

(b) in any circumstances otherwise than by the employer for serious misconduct.

The amount of leave shall be—

(i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;

(ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

(i) by his death; or

(ii) by the employer for any reason other than serious misconduct; or

(iii) by the worker on account of sickness or injury to the employee or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is, in the opinion of a Board of Reference, of such a nature as to justify such termination.

The amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Agreement.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion

thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) Shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.
  - (b) Shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.
- (5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by a Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by a Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Where a worker is beyond sixty years of age at the time he becomes eligible for long service leave he shall have the option of taking actual leave under this scheme or of receiving payment in lieu thereof on retirement. Such option shall be exercised in writing addressed to the employer at the time of becoming eligible for long service leave.
- (d) The employer shall have the right in cases of emergency to recall any worker from long service leave, in which case the unexpired leave shall be made up on some mutually convenient date.
- (e) Any leave shall be exclusive of any public holidays or Annual Leave specified in this Agreement occurring during the period when the leave is taken.
- (f) Payment shall be made in one of the following ways—

- (i) In full before the worker goes on leave.
- (ii) At the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
- (iii) in any other way agreed between the employer and the worker.

(g) It shall be a condition of every worker taking long service leave that he (or she)—

- (i) shall not under any circumstances be engaged in any gainful employment while on such leave.
- (ii) shall return to the active service of the employer forthwith at the expiration of the leave; and
- (iii) shall not draw any sick or accident pay simultaneously with long service leave pay.

A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance, or other similar payments or benefits. A

breach of condition (ii) above (except as on the grounds of illness necessitating retirement or additional leave on the advice of a Medical Officer appointed by the employer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

(h) In order to avoid confusion and embarrassment workers whilst on long service leave shall not, without the prior permission of the officer in charge of the particular establishment, visit any of the premises of the employer except for the purpose of collecting pay or transacting genuine business with the employer's officers. Social visits shall not be indulged in. "Establishment" means any brewery, cooperage, or workshop but does not include hotels or annual picnics or sports or usual weekly competitive sporting activities.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Subject to subclause b(2) any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve months thereafter or in the case of termination by death of the worker a period of three years thereafter keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the Time and Wages Record.

(h) Board of Reference.

In the event of any disputes arising on any matters herein the matter shall be referred to a Board of Reference appointed by the parties to this Agreement and the Board shall determine all such disputes.

19.—Area.

This Agreement shall apply to the Eastern Goldfields District which district for the purpose of this Agreement shall mean that area enclosed by a circle drawn within a radius of 150 miles with the Kalgoorlie Post Office as the central point.

20.—Term.

This Agreement shall be for a term of twelve (12) months from the 17th day of December, One thousand nine hundred and fifty seven.

As witness the execution hereof on behalf of the respective parties hereto this 12th day of August, 1958.

Signed for and on behalf of  
the Kalgoorlie Brewing  
Company Limited in the  
presence of—

S. M. Reilly.

P. JOHNSON,  
Director.  
J. L. STEVENS,  
Director.  
B. S. MILBANKE,  
Secretary.

The Common Seal of the  
Breweries and Bottleyards  
Employees' Industrial Union  
of Workers of Western  
Australia was hereunto  
affixed in the presence of—

[L.S.]

F. R. BENNETT,  
President.  
D. COOLEY,  
Secretary.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 28 of 1958.

Between Australian Worker's Union, Westralian  
Branch, Industrial Union of Worker's, Appli-  
cant, and Conservator of Forests of Western  
Australia, Respondent.

WHEREAS as industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: now therefore, the Court pursuant to section 65 of the Industrial Arbitration Act, 1912-1952 and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Forestry Workers' Award 1958" and supersedes Award No. 4 of 1953.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Holidays.
6. Annual Leave.
7. Long Service Leave.
8. Accidents, Transportation, etc.
9. Delivery of Stores.
10. Tools.
11. Contract of Service.
12. Rent.
13. Preference.
14. Wet Places.
15. Medical Chest.
16. Water Bags.
17. Allowances.
18. Piecework.
19. Smokos.
20. Use of Own Conveyance.
21. Interpretations.
22. Record.
23. Sick Pay.
24. Old and Infirm Workers.
25. Theodolite Survey Camp.
26. Mixed Functions.
27. Payment of Fares.
28. Board of Reference.
29. Camping Area.
30. Camp Allowance.
31. Hours.
32. Overtime.
33. Walking Time.
34. Shelters.
35. Payment of Wages.
36. Wages.
37. Look-out Man.
38. New Classifications.

3.—Area and Scope.

This Award shall apply to workers employed by the Forests Department throughout the South-West Land Division of the State, provided it shall not apply to workers covered by any other Award of the Court of Arbitration, or by an Industrial Agreement registered under the Industrial Arbitration Act, 1912-1952.

4.—Term.

This Award shall have effect for one year from the date hereof.

5.—Holidays.

(a) Except as hereinafter provided, each of the following days, or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely, New Year's Day, Australia Day (January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day.

(b) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day as if it had not been a holiday. If he is required to work on a holiday, he shall be paid for the time worked as if it was an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.

(c) In the case of workers working a five-day week, no payment or a day in lieu shall be granted for any public holiday falling on a Saturday.

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

(e) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday.

Where the worker is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately

following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

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

(g) Any worker employed on piecework under the provisions of this Award shall be entitled to be granted and paid at the day work rate in respect of any holiday prescribed in this clause. "Day work rate" for the purpose of this subclause shall mean the rate appropriate to the worker's occupation as prescribed in clause 36.

Provided that where a pieceworker by reason of his failure to work full time, other than on account of sickness, wet weather, annual leave or any public holidays prescribed by this Award or special leave granted by the Department does not earn the amount that a worker of average capacity would have earned on piecework in accordance with a rate fixed under the provisions of clause 18 had such latter worker been employed on all working days since the date of the public holiday next preceding the holiday referred to in this subclause, then the payment to such piece worker for such holiday shall be reduced by the proportion that the deficiency in his earnings bears to the amount of the earnings of such average worker.

#### 6.—Annual Leave.

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

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

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

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

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

(e) In the event of a worker being employed by the Department for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with the Department.

(f) Any worker who may resign or be dismissed from the service for any cause, other than for peculation or theft, shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service. Provided always that if the worker has been dismissed for peculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

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

(h) Any worker employed on piecework under the provisions of this Award shall be entitled to be granted and paid for annual leave at the day work rate prevailing when the holidays are taken. "Day work rate" for the purpose of this subclause shall mean the rate appropriate to the worker's occupation as prescribed in clause 36. Provided that where a pieceworker has been employed on various classes of work the rate for the occupation in which the worker has been employed for the greater portion of the calendar month prior to his taking the leave shall be applied.

Provided that where a pieceworker, by reason of his failure to work full time, other than on account of sickness, wet weather, annual leave or any public holidays prescribed by this Award or special leave granted by the Department does not earn the amount that a worker of average capacity would have earned on piecework in accordance with a rate fixed under the provisions of clause 18 had such latter worker worked full time during the period over which the leave of such pieceworker has accrued, then the period of leave of such pieceworker shall be reduced by the proportion that the deficiency in his earnings bears to the amount of the earnings of such average worker. Provided further that where in accordance with such calculations—

(i) fractional portion of a day equal to or more than half a day is ascertained, then such fractional portion of a day shall count as a full day;

(ii) a fractional portion of a day less than a half day is ascertained, then such fractional portion of a day shall be disregarded.

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

#### 7.—Long Service Leave.

The conditions governing the granting of long service leave to full-time Government wages employees generally shall apply to workers covered by this Award.

#### 8.—Accidents, Transportation, etc.

In cases of accident the Department shall pay the railway and/or any other transportation fare of the injured worker to the nearest hospital. Provided that, when it is deemed necessary by the officer-in-charge that an attendant shall accompany an injured person, the Department shall pay the attendant's transportation fare and such wages not exceeding eight (8) hours per day for the actual time occupied on the journey.

#### 9.—Delivery of Stores.

The Department shall make provision for the delivery of stores at reasonable intervals at least twice weekly.

#### 10.—Tools.

All tools required for the performance of the work shall be provided by the Department, and such tools shall be satisfactorily accounted for when required, failing which the value of any missing equipment less a fair depreciation allowance, may be deducted from the wage of the worker concerned.

#### 11.—Contract of Service.

(a) Subject to clause 32(b) the engagement of all workers except pieceworkers and casual workers shall be a weekly contract, terminable on either side by one week's notice given on any day or by payment on any day of one week's wages in lieu of such notice.

(b) The Department shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty except such absence is due to illness and comes within the provision of clause 23 (sick pay) 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 time of dismissal only.

(d) The Department shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it or by any other Association or Union associated with it or through the breakdown of the Department's machinery or any stoppage of work by any cause which the Department cannot reasonably prevent with the exception of wet weather in which case the decision as to whether it is too wet to work shall rest with the officer-in-charge of the particular work being performed.

(e) The engagement of casual workers shall be by the hour.

12.—Rent.

A Board shall be appointed consisting of a representative of the Department, a representative of the Union, and a chairman to be mutually agreed upon. Failing agreement the chairman shall be a person nominated by the State Arbitration Court.

The said Board shall have assigned to it the function of fixing and reviewing the rent to be charged for quarters supplied by the Department. No appeal shall lie from any decision of such Board.

13.—Preference.

Preference of employment shall be given to members of the Australian Workers' Union, West-rilian Branch, Industrial Union of Workers, provided that any worker or applicant for employment who is a member of another recognised industrial union and who produces proof of such membership shall be entitled to equal preference; provided, also, that any worker or applicant for employment who is not a member of any registered industrial union shall within fourteen (14) days of commencing employment under this Award, make and complete an application for membership of the said union; and provided that any worker who is a financial member of another registered industrial union shall, upon the expiration of his current membership with such other union, within fourteen (14) days of such expiry, make and complete an application for membership with the Australian Workers' Union.

14.—Wet Places.

Workers other than pine planters while working in wet places shall be paid one shilling and sixpence (1/6d.) per day in addition to the rate prescribed. Wet places shall mean places where the water is over the workers' ankles, or where in performing the work the splashing of water and mud saturates their clothing, or where protection is not provided to prevent splashing, or the dripping is sufficient to saturate their clothing. The officer-in-charge or, in his absence, the overseer, shall decide whether the place is a "wet place" within the meaning of this clause.

15.—Medical Chest.

The Department shall provide an efficiently equipped medicine chest at District Headquarters, and any Block Headquarters where more than ten (10) men are employed on the block. A first-aid cabinet shall be kept readily accessible at places where work is proceeding. The medicine chest and first-aid cabinet referred to herein shall be open to inspection by an officer of the Union.

16.—Water Bags.

The Department shall provide free of charge on each work, water bags which in the opinion of the officer-in-charge are suitable.

17.—Allowances.

(a) Workers handling super shall be paid two shillings (2/-) per day above their ordinary pay.

(b) Men poisoning trees or shrubs shall be paid two shillings (2/-) per day above their ordinary pay when using substances classified as poisons under the Drug Act.

(c) Woodcutters employed on piecework shall be paid one shilling and sixpence (1/6) per ton when supplying their own tools.

(d) Leading hands shall be paid two shillings and sixpence (2/6) per day in addition to the rate prescribed for the work being performed by such leading hand.

(e) Height Allowance—Employees working on lopping or pegging trees or constructing fire towers at a height of more than thirty (30) feet above ground level shall be paid three shillings and sixpence (3/6) per day extra.

(f) Employees other than forest workmen required to stack and/or handle timber in burnt off areas shall be paid two shillings (2/-) per day in addition to their ordinary rates of wages.

(g) Where employees are required to work at the mallet bark chipping plant and no forced draught clearance of dust is provided, the following allowances shall apply:—

	Per Week.		
	£	s.	d.
Feeder man	1	0	0
Bagger man	1	0	0
Sewer	5	0	
Loader	5	0	

18.—Piecework.

(a) The rate of payment for any system of piecework shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity for a full week's work of the ordinary hours at least ten per cent. (10%) above the minimum time rate of pay as prescribed herein for such week's work. Provided that where a worker works part of a full week at piecework rates and part at time rates, he shall be paid so much as he is entitled to receive under piecework rates, plus the proportionate amount which he is entitled to receive under this Award at time rates of pay.

(b) All disputes between the Department and worker, or between the Department and the Union as to any matters relating to payment by results, including any question as to whether the rates or prices are properly based on the capacity of an average workman, plus ten per cent. as aforesaid, and as to the extension of any system of payment by results by the Department to workers shall, in default of agreement between the Department and the Union, be referred to the Board of Reference.

(c) As far as reasonably practicable, the provisions of this Award relating to accommodation, camp allowance and holiday pay, fares, accident, transportation, medicine chest, water supply, stores, sanitary service, and preference shall apply to pieceworkers. Camp allowance and holiday pay shall only be payable when the officer in charge is satisfied that the pieceworker has qualified for such payments.

19.—Smokos.

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

#### 20.—Use of Own Conveyance.

When a worker at the Department's direction, uses any kind of conveyance of his own in travelling on the Department's service, the amount of hire payable shall be the normal rate which the Department ordinary pays in that district.

#### 21.—Interpretations.

(a) "Department" shall mean the Forests Department of the Western Australian Government.

(b) "Casual" shall mean one for whom work over a period of one week is not provided by the employer.

(c) "Leading hand" shall mean a worker who is a member of a gang of not less than 3 men, working together away from the overseer, and who is given instructions for the gang, including the exercise of control over the workers with respect of the time of commencing and finishing work. If a leading hand is appointed to act in the capacity of an overseer, he shall be paid the margin of an overseer during the time he is so acting.

(d) "Overseer" shall mean a worker appointed by the Conservator of Forests as such and who works with and is placed in charge of other workers for the purpose of supervising the work and generally exercising control with respect to commencing and finishing work and keeping a record of work performed.

(e) "Home station", for the purpose of this Award, means any Forests Department district headquarters in the case of hardwood forests and at headquarters of the plantations in the case of softwood forests or mallet plantations.

(f) "Officer in charge" shall mean any person appointed by the Conservator, or his deputy to take charge of any division, district or plantation, and shall include an overseer where an assistant forests or a more senior officer is not resident.

#### 22.—Record.

The employer shall keep, or cause to be kept a time and wages record, showing the name of each worker, the hours worked, and the wages and allowances paid each week. Such record shall be open for inspection to a duly accredited representative of the Union during the usual office hours, at the employer's head office or other convenient place, and he shall be allowed to take extracts therefrom.

#### 23.—Sick Pay.

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

(ii) The liability of the Department shall in no case exceed one (1) week's wages during each calendar year in respect of each worker, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year, and provided further that the liability of the Department hereunder in the case of a pieceworker shall be reduced as prescribed in paragraph (iv) hereof.

(iii) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the Department, 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.

(iv) Where a pieceworker, by reason of his failure to work full time, other than on account of sickness, wet weather, annual leave or any public holidays prescribed by this Award, or special leave granted by the Department fails to earn the amount that a worker of average capacity would have earned on piecework in accordance with a rate fixed under the provisions of clause 18, had such latter worked on full time on all working days of any month referred to in paragraph (i) hereof, then the payment prescribed in this subclause shall be reduced by the proportion that the deficiency in his earnings bears to the amount of the earnings of such average worker.

(b) The clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1949.

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

(d) No payment shall be made for any absence due to the workers' own fault, neglect or misconduct.

#### 24.—Old and Infirm Workers.

Notwithstanding anything elsewhere provided or prescribed in this Award, any old and/or infirm worker may be paid a lower rate than that prescribed by this Award to be fixed by agreement in writing between the worker and the Department, and to be signed by each of them not later than one week after the commencement of the employment of the worker at such agreed rate: Provided that the Department shall, within fourteen (14) days of the signing of such agreement, forward a copy thereof to the Secretary of the Australian Workers' Union, Westralian Branch: Provided also that the Department, or the employee, or the said Union may apply to the Board of Reference prescribed under this Award at any time for a review of the rate fixed, and on any such review the Board of Reference may alter or vary the said rates and the decision thereon shall be final.

#### 25.—Theodolite Survey Camp.

Workers working under a surveyor carrying out survey work with a theodolite shall receive the same pay and conditions as survey workers employed by the Surveyor General.

#### 26.—Mixed Functions.

(a) Any worker carrying out work classified at a higher minimum than his ordinary rate for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift, provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours on work classified at a higher minimum than his ordinary rate, he shall be paid his ordinary rate for the whole shift.

(b) A worker's regular rate of pay shall not be reduced while he is temporarily employed on work classified at a lower minimum owing to shortage of material occasioned by the Department's default or for any other cause within the control of the Department.

#### 27.—Payment of Fares.

(a) The Department shall pay railway and other transport fares, or shall provide transport free of charge from the place of engagement to the place of work, and when the worker's services are terminated because there is no further work available, return fares or transport to place of engagement shall also be paid or be provided by the Department: Provided that, in the event of any worker leaving the work of his own accord, or being dismissed on account of misconduct or unsatisfactory work within six (6) weeks of time of engagement, the amount of the fare to the job may be deducted from any amounts due to such worker at the time of dismissal, and he shall forfeit privileges of free return to place of engagement.

(b) When a worker is transferred to suit the convenience or in the interests of the Department, the actual reasonable cost of conveyance of such worker as well as his wife and children dependent upon him, shall be paid by the Department.

In addition, the cost of transferring necessary household furniture and effects shall be paid by the Department.

(c) If employees are transferred to another job at their own request, they shall not be entitled to fares or any allowances under this clause.

## 28.—Board of Reference.

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

- (i) adjusting any matters of difference which may arise from time to time, except such as involve interpretation of the provisions of this Award or any of them;
- (ii) dealing with any other matter which the Court may refer to the Board from time to time.

(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, 1912-1952, which for this purpose are embodied in this Award.

## 29.—Camping Area.

(a) Where employees are required to camp out away from headquarters to be near their work, the employer shall provide sufficient tent with fly, huts or cubicle accommodation. Cubicle accommodation shall be at rates to be fixed or, failing agreement, as decided by a Board of Reference. Provided that in the case of tents and huts a minimum weekly rental of one shilling and sixpence (1s. 6d.) shall be charged. Provided further that in the case of non-static camps as determined by the Conservator of Forests, no tent hire or hut hire shall be charged.

Where camps are of a duration of more than twelve (12) months, cubicle or hut accommodation shall be provided.

(b) A board or other temporary type of flooring shall be provided where the camp is for a period of less than three (3) weeks' duration, but where it is beyond that period a board floor shall be provided.

(c) The employer shall provide free of charge, stretchers, suitable mattresses or palliasses and adequate lighting for employees camping out. Provided that after 30 days continuous service a suitable mattress with detachable cover shall be supplied.

(d) A fly proof meat safe shall be provided in all camps. Potable water shall also be provided.

(e) Adequate cooking, washing and bathing facilities and sanitary conveniences shall be provided in all camps.

(f) The employer shall, when necessary, give an advance by way of procreation order to the amount of one day's pay against wages earned to a new employee to enable him to obtain food-stuffs.

(g) If a dispute arises as to whether adequate facilities are being provided under this clause, the matter shall be considered at a conference of representatives of the employer and the Union. In the event of the parties failing to reach agreement the matter shall be referred to a Board of Reference.

## 30.—Camp Allowance.

Employees who, in order to be available for their work have to live in a tent, or when away from their home station, are required to live in a tent or hut, shall be paid a camp allowance of one pound fifteen shillings (£1 15s.) per week for every complete week they are available for work. Such weekly allowance to cover any fares incurred at the week-end by men travelling away from camp to their homes, or home station, and return, but an employee who is absent from duty without the employer's approval on the working day immediately prior to or succeeding a week-end shall be paid as provided in the following sentence.

If required to be in camp for less than a complete week, they shall be paid five shillings (5s.) per day including any Saturday or Sunday, if in

camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday.

Provided that if a suitable residence is provided for a worker there shall be no obligation to pay any allowance.

## 31.—Hours.

(a) Subject to the provisions hereinafter contained, forty (40) hours shall constitute a week's work to be worked in five (5) days of eight (8) hours each between Monday and Friday. The starting and finishing time shall be between 8 a.m. and 5 p.m.; provided that in the Metropolitan plantations (Collier and Somerville) between October to April inclusive, the hours may be worked between 9 a.m. and 6 p.m.

(b) The time worked by grader men and their assistants who arrange their own programmes of work, and by men employed in classification and topographical survey camps, shall not exceed forty (40) hours in any one week, or nine (9) hours in any one day. The time worked in excess of these hours shall be deemed overtime and paid in accordance with Clause 32 (a) hereof.

## 32.—Overtime.

(a) Subject to Clause 31, except where otherwise expressly stated in this Award, all time worked outside of or in excess of the usual hours shall be paid for the first four (4) hours after the usual stopping time, time and a half, and thereafter double time: Provided that workers called to start work within one hour and a half of the usual starting time shall be paid at time and a half until the usual starting time. Double time shall be paid for work required to be done on Sunday.

Any employee who works overtime on a Saturday shall be paid at the rate of time and a half for the first four (4) hours and thereafter double time, but if the employee works in any period after 5 p.m. on Saturday, he shall be paid double time rates for all time worked after that hour.

(b) Notwithstanding any provisions contained in Clauses 31 and 32, any worker may be called upon to carry out or assist in controlled burning, burning of hazards, burning of felled or treated country, fire fighting or counter firing at any time, and the conditions governing such fire service shall be as follows:—

- (i) During the recognised working hours set out in Clause 31, no additional remuneration shall be paid for fire service, but the worker shall receive the rate fixed for the class of work on which he was engaged when taken off to carry out necessary fire control work, except that the margin provided for controlled burning in Clause 36—Wages—will apply to this work when carried out in spring and autumn as a regular job during ordinary working hours. The same conditions shall apply to men stationed on fire towers during ordinary working hours for training purposes, when controlled burning operations are in progress prior to the commencement of the fire season.
- (ii) With the exception of men engaged upon "top disposal" work, fire service outside ordinary hours shall be paid for at the rate of time and a half for overseers in charge of a fire gang, and time and a half for other workers, using a forest workman's margin of twenty-five shillings (25s.) per week for the purposes of calculation, both rates to be determined to the nearest threepence (3d.) per hour. If circumstances beyond the control of the Department render it necessary for a worker to be on the job for a period of more than twelve (12) hours in any one (1) day, such worker may be stood down without pay until after the mid-day meal on the following day.

(c) Detention Allowance—During the fire season, any worker may be required during the week-end or during the period from knock-off time in any shift to the starting time in the next successive shift to remain in reasonable proximity to his home

and regular communication as instructed by the forester in charge, with either a divisional office, district office, fire tower or other fire watcher so that he may be ready to answer a call for fire fighting if an out-break occurs. Payment for this service will be at the rate of five shillings (5s.) per hour, with a maximum payment of forty-five shillings (45s.) in any one day.

The minimum payment shall be as follows:—

Monday to Friday, inclusive, ten shillings (10s.).

Saturdays, fifteen shillings (15s.).

Sundays and holidays, twenty shillings (20s.).

Workers required to stand by on Mondays to Fridays inclusive shall be notified prior to the ordinary ceasing time and on Saturdays and Sundays within one hour of the 7.45 a.m. hazard. In the event of any worker being notified after the time herein specified, he shall be regarded as having been on call as from the time notification should have been made.

If called on to do any fire fighting during a stand-to period, the rate for this work set out in Clause 32 (b) (ii) will be paid whilst so employed, but it shall not be cumulative with the rate paid as detention allowance.

(d) (i) Notwithstanding any provisions contained in clauses 31 and 32, the department may require any worker to work reasonable overtime at overtime rates at any time in connection with the performance of any duties other than those referred to in subclause (b) hereof and such worker shall work overtime in accordance with such requirements.

(ii) The Union or any worker or workers covered by this part of the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(e) Overtime shall not be construed as meaning the additional time usually and necessarily worked by overseers as part of their ordinary duties prior to and after the usual starting and finishing time including the transporting of men to their headquarters.

### 33.—Walking Time.

(a) Workers shall be paid at ordinary rates for time occupied in walking from camp or recognised starting point to work: Provided that time so allowed shall not exceed twenty (20) minutes per mile. Provided also that during the months of September to April, inclusive, when the distance exceeds two (2) miles and during the months of May to August, inclusive, when the distance exceeds one and a half (1½) miles, a similar allowance shall be allowed for the distance in excess of the two (2) miles and one and a half (1½) miles respectively for return to camp. The same principle will apply when employees are conveyed to work by vehicles provided by the Department.

(b) Time taken by vehicles provided by the Department shall be no more than reasonable allowing for the speed of the vehicle and the condition of the road. In all cases where vehicles are provided by the Department, they shall leave promptly on cessation of work, and an employee shall not be required to travel a further distance than is absolutely necessary. Explosives shall not be carried on vehicles which are used for the conveyance of employees and all tools shall be reasonably secured.

When employees are required to travel to and from work in the Department's vehicles, the Department shall provide the vehicle with seating accommodation, together with a cover to protect the employees from the weather. This provision shall not apply where because of the nature of the materials to be conveyed it is impracticable to provide a cover or seating accommodation.

The officer in charge shall determine the recognised starting point.

### 34.—Shelters.

A suitable tarpaulin or tent fly shall be supplied and erected by the employer at a place convenient to the job where the men may eat their midday meal or shelter from rain.

### 35.—Payment of Wages.

(i) Workers who are discharged other than for misconduct, or who resign by giving a week's notice shall be paid wages due by cash or cash order at the particular place where the worker was employed within ten (10) minutes of the engagement terminating.

(ii) Workers who are dismissed for misconduct shall be paid wages due by cash or cash order at a place agreed upon between the worker and the officer in charge within twenty-four (24) hours of the time the worker reports to the officer in charge.

(iii) For all time the worker is kept waiting for his wages beyond the time stated in subclause (i) and (ii) of this clause, the worker shall be paid at ordinary rates of pay.

(iv) When or before payment of wages is made to an employee, he shall be issued with a docket showing at least the gross amount of wages, and the details of any deductions which are made from his earnings.

### 36.—Wages.

	Per Week.		
	£	s.	d.
(a) Basic Wage—			
Metropolitan Area, being that portion of the State comprised within a radius of fifteen (15) miles from the General Post Office, Perth ....	13	13	5
Agricultural Areas, being the South-West Land Division of the State, except such portion thereof as is comprised within the Metropolitan Area ....	13	13	4
(b) Margins—			
1. Nursery Hand, Hamel and Dryandra ....	10	0	
Nursery hand, Hamel and Dryandra, with at least six months' experience ....	18	0	
2. Planters (digging, holing, spot cultivation, planting) ....	11	0	
Plus a special allowance of 2s. per day if protective clothing is not supplied. (The margin provides for planting in wet weather.)			
3. Culvert construction—not more than five (5) feet in length ....	15	0	
4. Sucker bashing and grubbing ....	10	0	
5. Topographical survey and classification hands ....	10	0	
6. Axeman for clearing purposes, that is, where the major portion of the bush to be cut is not more than 12 in. in diameter and regenerating cleaning where marked in advance ....	15	0	
7. Clearing tracks and firelines, embracing the following operations: Crosscutting logs, working rock culvert and light bridge construction, grubbing, sucker bashing, cutting down interfering or dangerous trees, forming and gravelling ....	10	0	
The margins for individual items as listed in the Award will remain and have effect when carried out as a separate and continuous job.			
8. Maintenance of fire towers ....	15	0	
9. Fencing ....	15	0	
10. Bush telephones—erection and maintenance ....	15	0	
11. Top disposal man working independently ....	15	0	

	Per Week. £ s. d.		Per Week. £ s. d.
12. Working rock, involving use of gads or drills, picks or crow-bars	15 0	36. Overseer	3 15 0
13. Axemen carrying out regeneration cleaning improvement work, and crown thinning of pole stands without marking and falling for purpose of clearing where major portion of bush is over 12 in. in diameter	1 5 0	37. Sanitary and/or Garbage Attendant (full time)	1 12 6
14. Forest Workman—One with at least six months' experience, is a member of a regular fire gang, and in the case of a married man is resident in a departmental house provided one is available, or in the case of a single man, resident in a departmental house or hut at a home station. Married or single men not living in a departmental house or hut may still come within this provision if, in the opinion of the officer in charge, they are living within reasonable proximity of their work	1 5 0	38. Adults not elsewhere classified— First 3 months service	Nil.
15. Axeman falling hardwood timber for construction purposes	1 17 6	After 3 months service	5 0
16. Faller for milling purposes	2 17 6	39. Controlled Burning.—This item will apply when controlled burning is carried out in spring and autumn months as a regular job during ordinary working hours. Clause 32 (b) will continue to apply to all other fire control work	17 6
17. Billeting tuart	2 17 6	40. High pruning	10 0
18. Powder Monkey	2 5 0	41. Portable Rock Drill Operator	1 10 0
19. Tool Sharpener	1 17 6	42. Employment of Boys— Telephone Boys employed solely in the capacity of messengers—25 per cent. of the basic wage. Boys whose homes are in the vicinity of the forest may be employed in the nursery or on other light work at the following rates of pay:—	
20. Saw Sharpener—other than hand or crosscut	2 6 0	Percentage of Basic Wage Rate.	
21. Bush Carpenter	2 5 0	Up to 17 years of age	50
22. Bush Blacksmith	2 16 0	On attaining 17 years	72
23. Worker operating petrol-driven circular saw or chain saw	1 15 0	On attaining 18 years	83
24. Worker operating petrol-driven drag saw	1 10 0	On attaining 19 years	94
25. Plant Operators— (a) Grader Driver— (i) Operating machine under 40 h.p.	2 17 6	On attaining 20 years	Full rate.
(ii) 40 h.p. and over	3 13 6		
(b) Tractor Driver not using power control or hydraulic unit— (i) Under 40 h.p.	2 0 6		
(ii) 40 h.p. and over	2 9 0		
(c) Tractor driver using power control or hydraulic unit— (i) Under 40 h.p.	2 15 0		
(ii) 40 h.p. and over	3 11 0		
26. Motor Drivers of vehicles not exceeding 25 cwt. capacity	1 16 0		
Exceeding 25 cwt. and not exceeding three tons capacity	2 6 0		
Exceeding three (3) tons capacity and under six (6) tons	2 16 0		
For each complete ton over five tons capacity, two shillings and sixpence (2s. 6d.) additional margin.			
N.B.—Motor lorry drivers' duties include ordinary running adjustments.			
27. Graderman operating blade up to 6ft. in width	15 0		
Over 6 ft. in width	1 2 6		
28. Carpenter's Assistant	1 3 6		
29. Broad Axeman	3 5 0		
30. Ploughman's Offsider	11 0		
31. Mining Timber Cutters	1 2 6		
32. Firewood Cutters	1 2 6		
33. Fence Post Splitters	1 2 6		
34. Pine Fallers for milling	1 7 6		
35. Handyman and Storeman	1 12 6		

37.—Look-out Man.  
(a) Any worker detailed for work on a look-out tower shall receive:—

- (i) For each half day, i.e., up to midday or after midday for any number of hours worked one pound six shilling and eleven pence (£1 6s. 11d.).
- (ii) For Saturday afternoons and for each half-day on Sunday one pound seven shillings and eleven pence (£1 7s. 11d.).

Provided that a special allowance of two shillings and six pence (2s. 6d.) per half day shall be paid to cover extra duties which a look-out man may be called upon to perform outside of the normal hours of continuous watch as provided in sub-clause (e).

For part of a half-day, the basic wage will be paid for the number of hours worked inside the usual working hours, and at fire service rates for the time worked outside the ordinary hours, provided that no payment for a portion of a half-day shall exceed the rate for that half-day. A minimum of half an hour will be adopted for short service, such as taking a bearing on a fire.

(b) The rate for each half day, including Saturday afternoon and Sunday, shall be increased or decreased by twopence (2d.) for each subsequent rise or fall of one shilling and tenpence (1s. 10d.) in the basic wage above or below the present rate of £13 13s. 4d.

(c) A worker shall not be required to serve two consecutive look-out periods of seven (7) days unless he so desires. On completion of a seven-day period, a worker shall be allowed, if he so desires, to take out one day's leave without pay.

(d) Notwithstanding anything contained in the foregoing, a "look-out man" who is available for duty for thirteen (13) days per fortnight shall not, irrespective of the hours worked, receive less than the "forest workman's" rate.

(e) Tower-men, whose normal hours of continuous watch shall be from 8 a.m. until 6 p.m., will be required to make an observation and report to the divisional or district officer at 6 a.m., 7 a.m. and 8 p.m. daily, unless advised by the officer in charge that such report is not necessary. They shall also, when special conditions necessitate it, make such other reports as may be required by the officer in charge.

## 38.—New Classifications.

The future rate for any class of labour not specifically mentioned in Clause 36 of this Award shall be fixed by mutual arrangement between the parties hereto and, failing agreement, by the Court. Provided, however, that the rate so fixed shall, if the date from which it is to take effect has not been agreed upon, be determined by the Court.

I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of November, 1958.

[L.S.] (Sgd.) R. V. NEVILLE,  
President.

Filed at my office this 28th day of November, 1958.

(Sgd.) R. H. WILLEY,  
Acting Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION  
OF WESTERN AUSTRALIA.

No. 15 of 1957.

Between West Australian Local Government Officers' Association Union of Workers, Perth, Applicant, and The Albany Municipal Council, The Albany Road Board and others, Respondents.

THE Conciliation Commissioner in pursuance of the powers and duties conferred upon him by Section 108B of the Industrial Arbitration Act, 1912-1952, and in pursuance of a remission 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 Local Government Officers' Award, 1957.

## 2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Definitions.
6. Hours.
7. Overtime.
8. Holidays.
9. Annual Leave.
10. Resignations or Dismissals.
11. Higher Duties.
12. Grading.
13. Payment of salaries.
14. No reduction.
15. Sick Pay.
16. Record.
17. Financial Statement.
18. Travelling Expenses.
19. Board of Reference.
20. District Allowance.
21. Camping Allowance.
22. Instruments.
23. Long Service Leave.  
Salary Schedule.

## 3. Area and Scope.

This Award shall apply to all Local Authorities (The City of Perth Municipality, City of Fremantle Municipality, Kalgoorlie Municipality, Boulder Municipality and Kalgoorlie Road Board, and the Perth Road Board excepted) throughout the State of Western Australia.

## 4.—Term.

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

## 5.—Definitions.

## (a) "Revenue".—

- (i) For the purpose of this Award "revenue" shall, except as provided in subclauses (ii) and (iii) hereof, deem to mean all moneys

received by the Local Authority from all sources, including moneys received from the Main Roads Department, State Housing Commission or any other Government Department or Instrumentality, or any other contribution for the construction and maintenance of any road, culvert, bridge or similar undertaking.

- (ii) Moneys received by way of loan or trust and moneys received from the realisation of real estate and other fixed assets of a capital nature shall not be deemed to be revenue within the meaning of this Award.
- (iii) Revenue received from electric light undertakings or any other trading concern or public utility shall be deemed to be only the net profit on such undertakings or works after providing for all expenses, provided that for the purpose of ascertaining the salary of a town clerk or secretary or of an engineer who is responsible for such undertakings or works, such net profit shall not in any case be deemed to be less than one-half of the total receipts from such undertakings or works.
- (iv) At any particular time during the continuance of this Award, "revenue" shall mean the revenue calculated according to the foregoing provision as shown by the accounts of the Local Authority for the financial year preceding the time in question.

(b) "Secretary" shall mean the secretary of any Road Board, Local Board of Health, Vermin Board, Water Board, Sanitary Board or Drainage Board, or the person who may combine the duties of all or some of those positions.

(c) "Town Clerk" shall mean a person appointed to that position in accordance with the Municipal Corporations Act and who may include in his duties the secretaryship of the Local Board of Health, Vermin Board, Water Board, Sanitary Board or Drainage Board or of one or more of such Boards.

(d) "Engineer" shall mean an officer of a Local Authority (excepting a foreman or overseer) qualified by training or experience, who is required to prepare estimates and specifications and to set out, supervise, control or inspect any outside work of such Local Authority.

(e) "Local Authority" shall mean any Municipality (the City of Perth, City of Fremantle, Kalgoorlie and Boulder Municipalities excepted), Road Board (Kalgoorlie and Perth Road Boards excepted), Health Board, Water Board, Vermin Board or Drainage Board.

(f) "Works foreman or overseer" shall mean the chief officer appointed as such who is responsible to a superior officer of any local authority for the supervision of outside general construction and maintenance work.

(g) "Head foreman" shall mean a works foreman or overseer placed in charge of not less than two other works foremen or overseers.

(h) "Works Foreman or overseer (B-Grade)" shall mean:—

- (i) an officer appointed as such who supervises the work of a section of the outside workers of a local authority under the direction of the head foreman, or
- (ii) a works foreman or overseer of a Local Authority with a revenue of less than £10,000 per annum.

(i) "Works foreman or overseer (A-Grade)" shall mean a works foreman or overseer other than B-Grade or head foreman.

(j) "Temporary worker" shall mean a worker engaged by the day. Such worker shall remain a temporary worker at the discretion of the local authority who may make him a weekly worker.

(k) "Assistant engineer" shall mean an officer of the Local Authority (excepting an engineering assistant or a foreman or overseer) qualified by

training or experience who is responsible to the engineer for the design, construction, supervision, control and maintenance of any outside work.

(l) "Engineering assistant" shall mean an officer classified as such by the employing Local Authority and qualified by training or experience to work under the direction of an engineer or the assistant engineer on surveys, draughting and or design or works, structures and or general routine work of the Engineering Department of the Local Authority, but excluding a fourth-year University engineering student.

(m) "Foreman gardener" shall mean the officer appointed as such, responsible to a superior officer of any Local Authority for the supervision of parks, recreation grounds, and gardens.

#### 6.—Hours.

(a) Except as provided in subclauses (b) and (c) hereof and except for Caretakers and Traffic Inspectors the ordinary hours of duty shall be not more than eight (8) per day to be worked between the hours of 8.30 a.m. and 5.30 p.m. on Monday to Friday inclusive, with a break of one hour for lunch between twelve (12) noon and 2.0 p.m. Provided the hours shall not exceed thirty-eight (38) per week without payment of overtime.

(b) The hours mentioned in subclause (a) may be varied by agreement between the Local Authority and its officer or officers and, where the duties appertaining to any office cannot be efficiently carried out within the prescribed hours, then in default of such agreement the hours of work shall be determined by the Board of Reference; Provided however that the officer or officers concerned shall not be required to work (except subject to the provisions of the next following clause) a greater number of hours than those included in the hours specified in the said subclause (a).

(c) The hours of duty of Foremen, Overseers, Curators, Storekeepers and other officers who exercise control over non-clerical workers shall be the same as those of the men over whom they exercise control provided that such hours shall not exceed forty (40) hours per week without payment of overtime.

(d) Caretakers shall work such hours as their duties require provided that such hours shall not exceed forty-four (44) hours per week without payment of overtime.

(e) The hours of duty of Traffic Inspectors shall not exceed thirty-eight (38) hours per week without payment of overtime.

#### 7.—Overtime.

(a) All work done outside the hours specified in Clause 6 hereof shall be paid for subject to sub-clause (d) hereof, at the rate of time and a half for the first four (4) hours and double time thereafter each day.

(b) All work performed on Saturdays shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter: Provided that all work performed after 12 noon shall be paid for at the rate of double time. This sub-clause shall not apply to Caretakers or Traffic Inspectors.

(c) Double time shall be paid for all time worked on Sundays.

(d) Attendance at meetings by officers coming within sub-clause (b) of the wages schedule shall not be considered as time worked outside the prescribed hours except and in so far as any of such meetings exceed (3) hours in duration or all such meetings taken together exceed twelve (12) hours per month. Each Local Authority may select one or other of these alternatives.

(e) A statement of the overtime worked shall be submitted at each meeting of the Local Authority concerned containing particulars of all overtime alleged to have been worked since the expiration of the preceding meeting by any officer. No claim for overtime shall be payable or other allowance made therefor after three (3) months

from the expiration of the time when the overtime is alleged to have been worked, unless the statement relating thereto, hereinbefore referred to, has been furnished to the Local Authority.

(f) An officer required to work overtime for more than two (2) hours before his usual starting time or more than two (2) hours after his usual ceasing time, shall receive an allowance of five shillings (5s. 0d.) for any meal required: Provided that a Saturday, Sunday or holiday shall be regarded as an ordinary working day for the purpose of this sub-clause.

#### 8.—Holidays.

(a) The following days, or the days observed in lieu, shall be granted as holidays and paid for, namely—New Year's Day, Australia Day, Labor Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Queen's Birthday, Christmas Day and Boxing Day, and any other day or days which may be proclaimed as a public holiday in the Municipal or Road Board District concerned or may be proclaimed under the Public Service Act as a holiday for persons employed in the Public Service of the Government of Western Australia.

(b) Where an officer is required to be on duty on any of the abovenamed holidays, he shall be allowed equivalent time off duty or an equivalent number of days may be added to his annual leave.

#### 9.—Annual Leave.

(a) All officers shall be entitled to two (2) weeks' annual recreation leave (exclusive of intervening holidays) on full pay.

(b) A further annual leave of one (1) week on full pay shall be granted to all officers employed by Local Authorities whose head offices are north of the 27th parallel of south latitude.

(c) Officers covered by sub-clause (b) of the wages schedule and who are not covered by sub-clause (b) hereof shall be granted an additional week's leave on full pay.

(d) The leave shall be taken at a time mutually convenient to the officer and the Local Authority concerned at any time within six (6) months of its becoming due.

(e) By agreement between the Local Authority and any of its officers, leave may be allowed to accumulate up to and including a period not exceeding that allowed for three (3) years' service.

(f) An officer not completing one year's service shall be granted pay in lieu of annual leave in proportion to his or her length of service.

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

#### 10.—Resignations or Dismissals.

Subject to the provision of the Municipal Corporations Act and the Road Districts Act or Acts for the time being in force, the following provisions shall apply:—

(a) No Town Clerk or Secretary or Engineer shall leave his position until the expiration of one (1) month's notice in writing of his intention so to do without the approval of the Local Authority employing him.

(b) One month's notice shall be given by the Local Authority to any officer coming within the provisions of subclause (a) hereof, whose services are no longer required, provided that this subclause shall not apply to cases of summary dismissal for misconduct.

(c) In the case of officers not included in (a) and (b) hereof, one week's notice on either side shall be deemed sufficient notice to terminate the contract of employment. Provided that after ten (10) years' service in the employment of the Local

Authority, one month's notice on either side shall be required to terminate the contract of employment of an officer. Provided further that this subclause shall not apply to cases of summary dismissal for misconduct.

- (d) One day's notice on either side shall be deemed sufficient to terminate the contract of employment of temporary workers.

#### 11.—Acting in Higher, Dual or Multiple Capacity.

(a) Where any officer performs the duty of a position higher than that in which he is generally employed, for a term exceeding two (2) weeks (except when relieving any superior officer on annual leave) he shall be paid from the end of that term, while performing any such duty, at a rate not less than the minimum salary awarded for the higher position.

(b) Where any officer regularly carries out the duties of, or occupies a dual office, he shall be paid the salary pertaining to the higher office.

(c) Where any officer carries out the duties of or occupies more than two of the following positions, he shall be paid seven and a half per cent. (7½ per cent.) in addition to the salary to which he would otherwise be entitled under this Award:—

Town Clerk.  
Road Board Secretary.  
Engineer (other than electrical).  
Health Inspector (qualified).  
Traffic Inspector.  
Vermin Inspector.  
Building Surveyor.

#### 12.—Grading.

Where, in the opinion of the Local Authority, the duties performed by an officer warrant his appointment as a Classified Clerical Officer, the Local Authority may allot him to the grade which it considers appropriate. If the officer concerned is dissatisfied with such grading, the dispute may be referred to the Board of Reference for determination.

#### 13.—Payment of Salaries.

Salaries shall be paid at least fortnightly.

#### 14.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the salary of an officer who, at the date of the making of this Award, was in receipt of a salary higher than that prescribed herein for his classification.

#### 15.—Sick Pay.

(a) No worker shall be entitled to payment of salary or wages on the ground of ill-health except on the following terms and conditions:—

- (i) On production of a satisfactory medical certificate or other evidence of a satisfactory nature, an officer shall be entitled to sick leave on the following scale:—

- (a) First eighteen (18) months of continuous service: Up to a total of one and a half weeks on full pay.  
(b) Over eighteen (18) months' continuous service and up to three years, two weeks on full pay and two weeks on half pay.

- (c) Over three years' continuous service and within each subsequent triennial period from the expiration of the first three years, two months on full pay.

- (ii) When an officer is in receipt of payment under the Workers' Compensation Act and is entitled to payment under the preceding subclause, the obligation of the employer hereunder shall be deemed to be discharged upon payment of the difference.

(b) When an officer absents himself from duty without reasonable cause or in excess of the allowance herein provided for the employer may deduct from his pay a sum proportionate to his time of absence.

#### 16.—Record.

(a) A readily intelligible record shall be kept by each Local Authority, containing the following particulars:—

- (i) The name of each officer.  
(ii) The class of work upon which the officer is engaged.  
(iii) The hours worked each day.  
(iv) The salary (and overtime, if any) paid to each officer.

(b) Such record shall be signed by the officer and shall be open for inspection, during office hours, by the Secretary or an accredited representative of the Union and such person may take extracts therefrom.

#### 17.—Financial Statements.

The financial statements of a Local Authority shall be made available to the inspection of the Secretary of the Union and a copy shall be supplied to the Union upon request.

#### 18.—Travelling Expenses.

(a) All reasonable out-of-pocket and all travelling expenses incurred by an officer in the discharge of his duties shall be paid at least once a month by the Local Authority. The method and mode of travelling or the vehicle to be supplied shall be mutually arranged between the Local Authority and the officer concerned: Provided however that nothing herein contained shall impose an obligation on any officer to provide a method of conveyance at his own expense, nor shall it be a condition precedent to the appointment of an officer that he shall provide his own conveyance.

(b) Where an employee is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that prescribed in the table set out hereunder.

Provided that the rates contained therein shall be reduced by one half-penny per mile where reasonable financial assistance has been afforded by the employer towards the purchase by the employee of the vehicle used by him on official business.

(c) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(d) Payments shall be made in accordance with this clause not later than four weeks after the expense has been incurred.

(e) A year for the purpose of this clause shall commence on the first day of January and end on the 31st December next following.

This clause shall commence to operate on the 1st day of January, 1959.

#### Rates of Hire for Use of Employee's Own Vehicle on Official Business.

##### Motor Cars, Etc.—

##### (i) South of 26° South Latitude:—

	Mileage Travelled Each Year on Official Business					
	1-5,000 miles		5,001-10,000 miles		Over 10,000 miles	
	Over 12 h.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under
	Pence per mile	Pence per mile	Pence per mile	Pence per mile	Pence per mile	Pence per mile
Metropolitan .....	10·9	8·9	7·7	6·3	6·6	5·5
South-West Land Division .....	12·7	10·3	9·5	7·7	8·4	6·9
Other .....	13·6	11·0	10·4	8·4	9·3	7·6

## (ii) North of 26° South Latitude:—

	Rates	
	1-5,000 miles	Over 5,000 miles
	Pence per mile	Pence per mile
Between 26° and 22° South Latitude	14.3	11.0
North of 22° South Latitude	17.0	13.5

	Rates	
	per week.	£ s. d.
Wiluna Road Board	9	0
Wyndham Road Board	1	18 0
Yalgoo Road Board	5	0
Yilgarn Road Board	5	0

Liberty to apply to amend this clause is reserved to either party.

## (iii) Motor Cycles:—

	Mileage Travelled Each Year on Official Business			
	Up to 8,000 miles		Over 8,000 miles	
	Metropolitan Area	Country	Metropolitan Area	Country
	Pence per mile	Pence per mile	Pence per mile	Pence per mile
Motor cycle with sidecar (where authorised)	3.5	4	2	2.5
Motor cycle	2.5	3	1.5	2

*Note.*—For the purpose of this clause the letters "h.p." mean horse power calculated according to the formula of the Royal Automobile Club of W.A. (Incorporated).

## 19.—Board of Reference.

(a) The Court may appoint, for the purpose of this 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 as prescribed in the regulations to the Industrial Arbitration Act, 1912-1952. There are assigned to each such Board in the event of no agreement being arrived at between the parties to this Award, the functions of:—

- (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 such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for the purpose, are embodied in this Award.

## 20.—District Allowance.

In addition to the wages prescribed in the salary schedule of this Award, the following allowances shall be paid by the various Respondents.

	Rates	
	per week.	£ s. d.
Carnarvon Municipal Council	15	0
Ashburton Road Board	1	10 0
Black Range Road Board	5	0
Broome Road Board	1	10 0
Cue Road Board	5	0
Dundas Road Board	5	0
Esperance Road Board	5	0
Gascoyne-Minilya Road Board	15	0
Hall's Creek Road Board	1	10 0
Laverton Road Board	9	0
Leonora Road Board	5	0
Marble Bar Road Board	1	10 0
Meekatharra Road Board	9	0
Menzies Road Board	5	0
Mount Magnet Road Board	5	0
Murchison Road Board	9	0
Nullagine Road Board	1	10 0
Phillips River Road Board	5	0
Port Hedland Road Board	1	10 0
Roebourne Road Board	1	10 0
Shark Bay Road Board	9	0
Tableland Road Board	1	10 0
Upper-Gascoyne Road Board	15	0
West Kimberley Road Board	1	10 0
Westonia Road Board	5	0

## 21.—Camping Allowance.

An officer required to work in the field shall be paid an allowance of seven shillings and sixpence (7s. 6d.) per night while in camp.

## 22.—Instruments.

A local Authority shall provide and maintain all instruments and equipment.

## 23.—Long Service Leave.

## (a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

## (b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the first day of April, 1958, the date of the coming into operation hereof if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

## (4) Such service shall include—

- (a) Any period of absence from duty on any annual leave or long service leave.
- (b) Any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment.
- (c) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave.
- (d) Any period during which the service of the worker was or is interrupted by service—

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June 26, 1950.

(ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

- (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2)

hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;

- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is, in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave;

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard;

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave;

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of

Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
- (e) Payment shall be made in one of the following ways—
- (i) in full before the worker goes on leave;
  - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
  - (iii) in any other way agreed between the employer and the worker.
- (f) No worker shall during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer

in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(4) An employer shall be entitled to offset any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the first day of April, 1958.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

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

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

## (j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

## (k) Liberty to Apply.

Liberty is granted to any party to this award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

In witness whereof this Award has been signed by the Conciliation Commissioner this 4th day of December, 1958.

(Sgd.) S. F. SCHNAARS,  
Conciliation Commissioner.

## Salary Schedule.

The following shall be the minimum rate of wages payable to officers coming under this part.

## (a) Basic Wage—

	Males Per Week.		Females Per Week.	
	£	s. d.	£	s. d.
(i) Within a radius of 15 miles from the G.P.O., Perth	13	13	5	8 17 9
(ii) Outside a radius of 15 miles from the G.P.O., Perth, but within the South-West Land Division	13	13	4	8 17 8
(iii) Rest of State	13	11	6	8 16 6

(b) Town clerks, road board secretaries and engineers (other than electrical).

Revenue calculated in accordance with subclause (a) of clause 5.

	Margin over Basic Wage Per Annum.
	£
Exceeding £1,500 but not exceeding £2,000	317
Exceeding £2,000 but not exceeding £3,000	337
Exceeding £3,000 but not exceeding £4,000	358
Exceeding £4,000 but not exceeding £5,000	378
Exceeding £5,000 but not exceeding £6,000	399
Exceeding £6,000 but not exceeding £7,000	419
Exceeding £7,000 but not exceeding £8,000	440
Exceeding £8,000 but not exceeding £9,000	461
Exceeding £9,000 but not exceeding £10,000	483
Exceeding £10,000 but not exceeding £12,000	517
Exceeding £12,000 but not exceeding £14,000	552
Exceeding £14,000 but not exceeding £16,000	587
Exceeding £16,000 but not exceeding £18,000	602
Exceeding £18,000 but not exceeding £20,000	637
Exceeding £20,000 but not exceeding £22,000	650
Exceeding £22,000 but not exceeding £24,000	670
Exceeding £24,000 but not exceeding £26,000	687
Exceeding £26,000 but not exceeding £28,000	712

Margin over Basic Wage Per Annum.  
£

Exceeding £28,000 but not exceeding £30,000	737
Exceeding £30,000 but not exceeding £35,000	772
Exceeding £35,000 but not exceeding £40,000	812
Exceeding £40,000 but not exceeding £45,000	849
Exceeding £45,000 but not exceeding £50,000	887
Exceeding £50,000 but not exceeding £55,000	931
Exceeding £55,000 but not exceeding £60,000	975
Exceeding £60,000 but not exceeding £70,000	1,006
Exceeding £70,000 but not exceeding £80,000	1,037
Exceeding £80,000 but not exceeding £100,000	1,162
Exceeding £100,000 but not exceeding £125,000	1,262
Exceeding £125,000 but not exceeding £150,000	1,345
Exceeding £150,000 but not exceeding £175,000	1,395
Exceeding £175,000 but not exceeding £200,000	1,445
Exceeding £200,000 but not exceeding £300,000	1,495

## (c) Assistant Executive Officers—

An assistant town clerk, assistant road board secretary, assistant engineer, accountant or chief clerk shall be paid not less than the following:—

Revenue calculated in accordance with clause 5 (a).

Margin over Male or Female Basic Wage Per Annum.  
£

Exceeding £14,000 but not exceeding £20,000	300
Exceeding £20,000 but not exceeding £25,000	330
Exceeding £25,000 but not exceeding £30,000	360
Exceeding £30,000 but not exceeding £40,000	410
Exceeding £40,000 but not exceeding £60,000	475
Exceeding £60,000 but not exceeding £80,000	510
Exceeding £80,000 but not exceeding £125,000	545
Exceeding £125,000 but not exceeding £175,000	580
Exceeding £175,000 but not exceeding £200,000	615
Exceeding £200,000 but not exceeding £300,000	650

(d) Town clerks and secretaries (part-time)—  
Where—

(i) the office of the local authority is open to the public on fewer than five (5) days per week; and

(ii) the road board secretary is not required to do any work for the local authority during the remainder of the week;

the road board secretary may be paid on a part-time basis at a salary of £4 15s. per day.

(e) Temporary Workers: Subject to sub-clause (d) hereof, temporary workers shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed herein.

(f) For the purposes of adjustment and payment, the weekly salary shall be calculated as one-fifty-second (1/52nd) of the annual salary.

	Per cent. of Male Basic Wage Per Week.	
<b>(g) Clerical Officers—</b>		
<b>(i) Male—</b>		
Under 16 years of age	45	
16 to 17 years of age	55	
17 to 18 years of age	65	
18 to 19 years of age	80	
19 to 20 years of age	95	
20 to 21 years of age	100 + £1	
	Margin	
	Per	
	Week.	
	£ s. d.	
1st year of adult service	2 0 0	
2nd year of adult service	3 0 0	
3rd year of adult service	4 0 0	
4th year of adult service	5 0 0	
	Per cent. of Female Basic Wage.	
<b>(ii) Female—</b>		
Under 16 years of age	50	
16 to 17 years of age	65	
17 to 18 years of age	75	
18 to 19 years of age	90	
19 to 20 years of age	100	
	Margin	
	Per	
	Week.	
	£ s. d.	
20 to 21 years of age	1 0 0	
1st year of adult service	1 15 0	
2nd year of adult service	2 10 0	
3rd year of adult service	3 0 0	
Adult stenographers, comptometrists or calculating or ledger machine operators shall receive 6s. per week in addition to the rates in (g) (ii) above.		
<b>(h) Classified Clerical Officers—</b>		
Revenue calculated in accordance with clause 3 (a). Classified Officers (male and female) shall be paid the following margins per week.		
	£ s. d.	
<b>(i) Not exceeding £8,000</b>	5 0 0	
<b>(ii) Exceeding £8,000 but not exceeding £20,000—</b>		
	£ s. d.	
A Grade	5 15 0	
B Grade	5 10 0	
C Grade	5 0 0	
<b>(iii) Exceeding £20,000 but not exceeding £30,000—</b>		
	£ s. d.	
A Grade	6 5 0	
B Grade	5 15 0	
C Grade	5 10 0	
D Grade	5 0 0	
<b>(iv) Exceeding £30,000 but not exceeding £40,000—</b>		
	£ s. d.	
A Grade	6 10 0	
B Grade	6 5 0	
C Grade	5 15 0	
D Grade	5 10 0	
E Grade	5 0 0	
<b>(v) Exceeding £40,000 but not exceeding £60,000—</b>		
	£ s. d.	
A Grade	7 5 0	
B Grade	6 10 0	
C Grade	6 0 0	
D Grade	5 10 0	
E Grade	5 0 0	
<b>(vi) Exceeding £60,000 but not exceeding £80,000—</b>		
	£ s. d.	
A Grade	7 10 0	
B Grade	6 15 0	
C Grade	6 0 0	
D Grade	5 10 0	
E Grade	5 0 0	

(vii) Exceeding £80,000—

	£ s. d.
A Grade	8 0 0
B Grade	7 0 0
C Grade	6 0 0
D Grade	5 10 0
E Grade	5 0 0
<b>(i) Other Classified Officers—</b>	
Building Surveyor	10 0 0
Building Inspectors	7 10 0
Head Foreman	8 0 0
Storekeeper	6 0 0
Foreman Electricity Undertaking	7 10 0
<b>Works Foreman or Overseer—</b>	
A Grade	7 10 0
B Grade	6 10 0
<b>Water Supply Supervisor—</b>	
A Grade	6 10 0
B Grade	5 0 0
Traffic Inspectors	4 15 0
Traffic Inspector who conducts his own cases	5 10 0
Senior Traffic Inspector	6 0 0
<b>Foreman Gardener and/or Curator Gardens—</b>	
A Grade	7 10 0
B Grade	6 10 0
Collector (Rates, Electric Light undertakings)	4 15 0
Meter Readers	3 15 0
Caretakers, full time (Public Halls, Sports Grounds, Swimming Pools or Children's Playgrounds)	3 10 0
Part-time caretakers.—The rate of salary shall be as agreed between the local authority and the Union.	
<b>Engineering Assistants—</b>	
1st six months of service as such	5 10 0
2nd six months of service as such	6 10 0
2nd year of service as such	7 15 0
3rd year of service as such	8 10 0
4th year of service as such	9 5 0
5th year of service as such	10 0 0

Provided that notwithstanding the above rates no engineering assistant employed by a local governing authority will be entitled to a salary per annum in excess of the salary which would be payable to an assistant engineer.

(j) A deduction may be made from the salary of a caretaker for quarters supplied by the employer. The amount to be deducted shall be fixed by agreement between the employer and the worker concerned or, in default of agreement, by the Board of Reference.

#### APPOINTMENTS.

(Under section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Registrar General's Office,  
Perth, 7th January, 1959.

THE following appointments have been approved:—

R.G. No. 162/57.—Mr. Roy Leslie Maiklem, as Assistant District Registrar of Births and Deaths for the Port Hedland Registry District, to maintain an office at Marble Bar, *vice* Mr. Thomas Edward Mulligan; appointment to date from 11th December, 1958.

R.G. No. 109/57.—Mr. Daniel Rees, as District Registrar of Births, Deaths and Marriages for the Fremantle Registry District, to maintain an office at Fremantle, during the absence on other duties of Mr. Norman Neil Houston; appointment to date from 6th January, 1959.

R.G. No. 194/57.—Constable Brian Thomas Anthony, as Assistant District Registrar of Births and Deaths for the Murchison Registry District, to

maintain an office at Yalgoo, during the absence on leave of Constable Roy Vivian Page; appointment to date from 1st January, 1959.

R.G. No. 112/57.—Mr. Cecil Edward Emms, as District Registrar of Births, Deaths and Marriages for the East Coolgardie Registry District, to maintain an office at Kalgoorlie, during the absence on leave of Mr. Bernard Michael Smith; appointment to date from 19th December, 1958.

R.G. No. 116/57.—Mr. Thomas Murphy, as District Registrar of Births, Deaths and Marriages for the Swan Registry District, to maintain an office at Midland Junction, during the absence on leave of Mr. George Thomas Mellowship; appointment to date from 24th December, 1958.

C. A. OCKERBY,  
Acting Registrar General.

#### REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Registrar General's Office,  
Perth, 7th January, 1959.

Appointment.

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

R.G. No.; Date; Name; Address of Residence;

Registry District.

*Church of England.*

2086/58; 1/1/59; Rev. Warwick Shaw Bastian; 379 Bagot Road, Subiaco; Perth.

C. A. OCKERBY,  
Acting Registrar General.

#### ERRATUM.

IN "Government Gazette" of the 24th December, 1958, page 3381, under "Appointments" (R.G. No. 192/57), for "District Registrar of Births, Deaths and Marriages" read "Assistant District Registrar of Births and Deaths."

C. A. OCKERBY,  
Acting Registrar General.

6th January, 1959.

#### THE LIBRARY BOARD OF WESTERN AUSTRALIA ACT, 1951-1955.

The Library Board of Western Australia,  
Perth, 22nd December, 1958.

Ex. Co. No. 2440.

NOTICE is hereby given that pursuant to the provisions of the Library Board of Western Australia Act, 1951-1955, the Lieutenant-Governor and Administrator in Executive Council has been pleased to appoint John Eric Try, of Como, to be a member of the Library Board of Western Australia until 30th November, 1959, *vice* Hartley Gordon Cant, resigned.

F. A. SHARR,  
State Librarian.

#### COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office.

(Pursuant to Sections 330 (4) and 335 (iv).)

Lamtex Tubes Proprietary Limited.

NOTICE is hereby given that the registered office of Lamtex Tubes Proprietary Limited was, on the 20th day of December, 1958, changed to and is now situated at 169 High Street, Fremantle.

Dated this 29th day of December, 1958.

(Sgd.) L. MARCHESI,  
Secretary.

#### COMPANIES ACT, 1943-1954.

Notice Concerning Lost Share Certificate.

(Pursuant to Section 414 (1).)

Mortlock Bros. Limited.

NOTICE is hereby given that share certificate number 3859 for fifty (50) ordinary shares of 10s. each in the abovenamed company, entered in the name of Leslie Richard Harvey of Bendigo, Victoria, has been destroyed, and it is the intention of the directors to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated 30th day of December, 1958.

H. J. B. MAY,  
Secretary.

#### COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office.

(Pursuant to Section 99 (4).)

P. C. Timms & Co. Pty. Ltd.

NOTICE is hereby given that the registered office of P. C. Timms & Co. Pty. Ltd. is situated on the Fourth Floor, C.M.L. Building, 53 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: From Monday to Friday inclusive in each week (other than public holidays), between the hours of 9 a.m. and 5 p.m.

Dated this 29th day of December, 1958.

(Sgd.) E. M. TIMMS,  
Director.

Ackland & Nowland, of Padbury Buildings, Forster Place, Perth, Solicitors for the Company.

#### COMPANIES ACT, 1943-1954.

(Section 330 (4).)

Siemens (Australia) Proprietary Limited.

NOTICE is hereby given that the registered office in Western Australia of the abovenamed company is situate at c/o Messrs. Flack & Flack, 25 William Street, Perth, and that the days and hours during which it is accessible to the public are from Monday to Friday inclusive in each week (public and bank holidays excepted), between the hours of 10 a.m. and 4 p.m.

Dated the 24th day of December, 1958.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

#### COMPANIES ACT, 1943-1954.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

C. A. Hine and Company Pty., Limited.

1.—C. A. HINE AND COMPANY PTY. LIMITED hereby gives notice that, by a resolution of the company passed on the 18th day of December, 1958, the nominal share capital of the company was increased by the addition thereto of the sum of £22,500 divided into 22,500 shares of £1 each beyond the registered capital of £2,500.

2.—The additional capital is divided as follows:—  
Number of Shares: 22,500; 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:—

Voting Rights to be identical with those of existing shareholders.

Dividends.—The new shares will rank in all respects *pari passu* with the existing ordinary shares in the company.

4.—The rights attached to preference shares or to each class of preference shares forming part of the original or increased capital of the company are: Nil.

Dated this 24th day of December, 1958.

H. M. KITSON,  
Secretary.

Parker & Parker, 21 Howard Street, Perth,  
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

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).)

Carter & Foley Pty. Ltd.

NOTICE is hereby given that the registered office of Carter & Foley Pty. Ltd., is situated at the office of Paton & Morris, Pamos House, 249 Adelaide Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m.

Dated the 29th day of December, 1958.

F. E. CARTER,  
Director.

Messrs. Stone, James & Co., 81 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1954.

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).)

Robert Honey Pty. Ltd.

NOTICE is hereby given that the registered office of Robert Honey Pty. Ltd. is situated at Ground Floor, 22 Howard Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays both inclusive (excluding public holidays), from 10 a.m. to 4 p.m.

Dated this 19th day of December, 1958.

B. P. SHURMAN,  
Director.

Robinson, Cox & Co., Solicitors, 20 Howard Street, Perth.

COMPANIES ACT, 1943-1954.

Notice Concerning Lost Share Certificates.

(Pursuant to Section 414 (1).)

H. L. Brisbane and Wunderlich Limited.

NOTICE is hereby given that share certificate No. 215 for 168 five per cent. cumulative first preference shares in the abovenamed company, entered in the name of Enid Alexandra Keegan, of 40 Louise Street, Nedlands, has been lost and it is the intention of the directors of the abovenamed company to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 5th day of January, 1959.

W. N. MORRISON,  
Secretary.

COMPANIES ACT, 1943-1954.

Notice Concerning Lost Share Certificate.

(Pursuant to Section 414 (1).)

The West Australian Trustee Executor and Agency Company Limited.

NOTICE is hereby given that share certificate No. 6 for 135 shares in the abovenamed company, entered in the name of the late Laura Jane Anderson, late of Katanning, has been lost or destroyed, and it is the intention of the directors of the abovenamed company to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 6th day of January, 1959.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Notice of Special Resolution for Voluntary Winding Up.

(Pursuant to Section 232 (1).)

NOTICE is hereby given that at a general meeting of The Boulder Meat Supply Co. Ltd. duly convened and held at 182 Railway Terrace, Maylands, on the 5th day of January, 1959, at 4 o'clock in the afternoon, the following special resolution was duly passed: That the company be wound up voluntarily and that Lennox Lamb, Chartered Accountant (Aust.), of 55 St. George's Terrace, Perth, be appointed liquidator for the purpose of such liquidation.

Dated the 5th day of January, 1959.

A. E. DICK,  
Chairman of Meeting.

COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office and/or the Days and Hours such Office is Accessible to the Public.

Rare Metals Pty. Limited.

NOTICE is hereby given that the registered office of Rare Metals Pty. Limited was, on the 1st day of January, 1959, changed to and is now situated at 70a Broome Street, Cottesloe, Western Australia, and that the days and hours during which such office is accessible to the public are as from the 1st day of January, 1959, as follows: Monday to Friday inclusive, from 9 a.m. to 3 p.m.

Dated this 7th day of January, 1959.

F. PINCHIN,  
Director.

COMPANIES ACT, 1943-1954.

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).)

Moore Prospecting Pty. Ltd.

NOTICE is hereby given that the registered office of Moore Prospecting Pty. Ltd. is situated at the office of Cooper Bros., Goyder & Co., Pastoral House, 156 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 (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m.

Dated the 23rd day of December, 1958.

F. A. MOORE,  
Director.

Messrs. Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943, AND AMENDMENTS.

Rogerson Neil &amp; Downie Pty. Ltd.

(In Liquidation).

NOTICE is hereby given that a general meeting of shareholders and a meeting of creditors of the above company will be held at the office of the Liquidator, c/o S. J. McGibbon & Co., Shell House, 205 St. George's Terrace, Perth, at 11 and 11.15 a.m. respectively, on Tuesday, 10th February, 1959, for the purpose of laying before them the liquidator's report and account of the liquidation as required by section 251.

ALLAN MARTIN,  
Liquidator.

6th January, 1959.

## COMPANIES ACT, 1943-1954.

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).)

Telex Australia Pty. Limited.

NOTICE is hereby given that the registered office of Telex Australia Pty. Limited is situated at Room 9, Second Floor, Newspaper House, 125 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 (except public holidays), 10 a.m. to 4 p.m.

Dated this 4th day of December, 1958.

S. L. LAURENSEN,  
Agent in Western Australia.

## IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of G. Coli 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 G. Coli Pty. Ltd.

Dated this 22nd day of December, 1958.

T. MACFARLANE,  
Deputy Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Robert Honey 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 Robert Honey Pty. Ltd.

Dated this 23rd day of December, 1958.

T. MACFARLANE,  
Deputy Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of S.S. Enterprises Westralia Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to S.S. Enterprises Westralia Pty. Ltd.

Dated this 23rd day of December, 1958.

T. MACFARLANE,  
Deputy Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Carter &amp; Foley 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 Carter & Foley Pty. Ltd.

Dated this 19th day of December, 1958.

T. MACFARLANE,  
Deputy Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## UNCLAIMED MONEYS ACT, 1912-1947.

First Schedule.

Australian Blue Asbestos Limited.

REGISTER of Unclaimed Money held by the Australian Blue Asbestos Limited at 31st December, 1958.

Name and Last known Address of Owner on Books; Total Amount due to Owner; Description of Unclaimed Money; Date of Last Claim.

White, Brian Raymond, Wittenoom, W.A.; £5 16s. 5d.; unclaimed wages; 1/10/57.

Sekulla, Francois, Wittenoom, W.A.; £16 11s.; unclaimed wages; 24/12/57.

Jurkowski, Stanislaw, Wittenoom, W.A.; £6 16s.; unclaimed wages; 7/1/58.

Rush, Edwin George, Wittenoom, W.A.; £22 17s.; unclaimed wages; 18/2/58.

Wasowicz, Leopold, Wittenoom, W.A.; £15 4s.; unclaimed wages; 7/1/58.

Autio, Vanio, Wittenoom, W.A.; £8 10s.; unclaimed wages; 17/3/58.

Panizza, Lavinio, Wittenoom, W.A.; £10 16s.; unclaimed wages; 29/4/58.

Butchart, Alexander MacIntyre, Wittenoom, W.A.; £6 10s.; unclaimed wages; 8/7/58.

## UNCLAIMED MONEYS ACT, 1912-1947.

REGISTER of unclaimed money held by Goldsbrough Mort & Co. Ltd.

Name and last known Address of Owner on Books; Total amount due to Owner; Description of Unclaimed Money; Date of last Claim.

Unknown; £5 3s. 9d.; proceeds one bag wool (19/3/52); unknown.

Unknown; £5 6s. 11d.; proceeds five skins (13/8/52); unknown.

Unknown; £7 1s. 11d.; proceeds 43 kangaroo skins (17/11/52); unknown.

Unknown; £8 15s. 2d.; proceeds one bag wool (9/4/52); unknown.

Unknown; £10 11s. 1d.; proceeds one bag wool (28/5/52); unknown.

Unknown; £6 10s. 5d.; proceeds one bag wool (25/9/52); unknown.

N. Godfrey; £5 10s. 4d.; unrepresented cheque (25/7/52); unknown.

## NOTICE OF DISSOLUTION OF PARTNERSHIP.

THE partnership previously carried on between John Vincent Keating and John Ronald Clement, at 15 Howard Street, Perth, under the firm name of "City & Rural Surveys" has been dissolved by mutual consent as from the 31st day of October, 1958, so far as concerns the said John Vincent Keating, who has retired from the partnership.

Dated this 24th day of December, 1958.

JOHN V. KEATING,  
J. R. CLEMENT,

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Annie Elizabeth Gallus, late of 44 Rushton Road, Victoria Park, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 10th day of February, 1959, 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 this 23rd day of December, 1958.

FRANK UNMACK & CULLEN,  
of 45 Market Street, Fremantle,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Annie Smith, formerly of 23 St. Leonard's Street, Cottesloe Beach, and late of Guildford Women's Home, West Midland, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, in the said State, on or before the 10th day of February, 1959, 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 5th day of January, 1959.

WALKER & WALKER, of 89 St. George's Terrace, Perth, in the said State, Solicitors for the Perpetual Executors, Trustees and Agency Company (W.A.) Ltd., of 89 St. George's Terrace, Perth, in the said State, the duly appointed Executor of the said Will.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 9th day of February, 1959, 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 7th day of January, 1959.

J. H. GLYNN,  
Public Trustee.

Public Trust Office,  
State Insurance Building,  
184 St. George's Terrace, Perth, W.A.

Name; Occupation; Address; Date of Death.

Andre, Clifford Norman; P.M.G. Technician; late of 48 Balmoral Street, East Victoria Park; 3/10/58.

Fermanis, Michail Pantali (also known as Michael Fermanis and Mick Pantalisi); Storekeeper; formerly of 95 Lake Street, Perth, but late of 144 Lake Street, Perth; 12/12/58.

Fowles, James; Retired Electrician; late of 6 Coogee Street, Mount Hawthorn; 30/8/58.

Thornton, William Alexander; Retired Miner; formerly of "Callion" Gold Mine, via Davyhurst, but late of rear 68 Piesse Street, Boulder; 15/6/58.

Matthews, Frederick Charles Thomas; Miner; late of 202 Wittenoom Street, Boulder; 9/2/57.

Temby, Ethel May; Married Woman; late of Repatriation Road, Pickering Brook; 8/10/58.

Worgan, Harold Edgar; Retired Painter; late of 33 President Street, Kalgoorlie; 13/8/58.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Silas Anderson, late of corner of Moreing Road and Swan Road, Bicton, in the State of Western Australia, Pensioner, deceased.

ALL claims and demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, 89 St. George's Terrace, Perth, on or before the 10th day of February, 1959, 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 this 5th day of January, 1959.

LIONEL WESTON deMORLEY,  
9 Barrack Street, Perth,  
Solicitor for the Executor.

ACTS OF PARLIAMENT, ETC., FOR SALE AT GOVERNMENT PRINTING OFFICE.

	£	s.	d.
Abattoirs Act and Amendment	0	2	0
Administration Act (Consolidated)	0	4	0
Adoption of Children Act	0	1	6
Associations Incorporation Act and Regulations	0	2	0
Auctioneers Act	0	1	6
Bills of Sale Act	0	3	0
Brands Act	0	2	0
Bush Fires Act (Consolidated)	0	4	0
Carriers Act	0	0	6
Child Welfare Act	0	3	6
Companies Act	0	10	0
Dairy Industry Act	0	2	0
Dairy Products Marketing Regulation Act	0	2	0
Declarations and Attestations Act	0	0	6
Dentists Act	0	3	0
Dog Act (Consolidated)	0	1	6
Dried Fruits Act	0	2	0
Droving Act	0	1	6
Egg Marketing Act	0	1	6
Electricity Act	0	3	0
Electoral Act (Consolidated)	0	4	0
Evidence Act (Consolidated)	0	4	0
Factories and Shops Act (Consolidated)	0	4	0
Factories and Shops Act Regulations	0	1	0
Factories and Shops Time and Wages Books—			
Large	0	7	6
Small	0	5	0

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Feeding Stuffs Act	0	1	0
Fertilisers Act	0	1	6
Fire Brigades Act	0	3	0
Firearms and Guns Act (Consolidated)	0	1	6
Fisheries Act (Consolidated)	0	3	0
Forests Act	0	2	0
Fremantle Harbour Trust Act (Consolidated)	0	3	0
Friendly Societies Act and Amendments	0	3	0
Gold Buyers Act and Regulations	0	2	0
Hawkers and Pedlars Act and Amendment	0	0	6
Health Act (Consolidated)	0	7	0
Hire Purchase Agreement Act (Consolidated)	0	1	0
Illicit Sale of Liquor Act	0	1	0
Industrial Arbitration Act (Consolidated)	0	12	6
Inebriates Act	0	1	0
Infants, Guardianship of, Act	0	1	6
Inspection of Machinery Act with Regulations	0	4	0
Inspection of Scaffolding Act (Consolidated)	0	1	6
Interpretation Act	0	3	0
Irrigation and Rights in Water Act	0	3	0
Justices Act (Consolidated)	0	4	0
Land Act	0	5	0
Legal Practitioners Act (Consolidated)	0	3	0
Licensed Surveyors Act	0	2	0
Licensing Act and Amendments	0	4	6
Limitation Act	0	2	0
Limited Partnerships Act	0	1	0
Marine Stores Dealers Act	0	1	6
Marriage Act	0	3	0
Married Women's Property Act (Consolidated)	0	1	0
Married Women's Protection Act (Consolidated)	0	1	0
Medical Practitioners Act	0	2	0
Metropolitan Water Supply, Sewerage and Drainage Act	0	3	0
Milk Act	0	3	0
Mines Regulation Act	0	3	6
Mine Workers' Relief Fund Act and Regulations	0	3	6
Mining Act	0	5	0
Money Lenders Act (Consolidated)	0	2	0
Municipal Corporations Act (Consolidated)	0	5	0
Native Administration Act	0	3	0
Partnership Act	0	1	6
Pawnbrokers Act (Consolidated)	0	1	6
Pearling Act (Consolidated)	0	3	0

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Petroleum Act	0	3	6
Pharmacy and Poisons Act	0	3	6
Prevention of Cruelty to Animals Act	0	2	0
Plant Diseases Act	0	2	0
Public Service Act (Consolidated)	0	3	6
Public Works Act and Amendment	0	3	6
Purchasers' Protection Act	0	1	0
Road Districts Act (Consolidated)	0	5	0
Sale of Goods Act	0	2	0
Second-hand Dealers Act	0	1	0
Seeds Act	0	1	6
Stamp Act (Consolidated)	0	3	6
State Housing Act	0	3	6
State Transport Co-ordination Act	0	3	0
State Trading Concerns Act	0	2	0
Superannuation and Family Benefits Act	0	3	6
Supreme Court Act	0	4	0
Timber Industry Regulation Act and Regulations	0	3	6
Town Planning and Development Act	0	2	6
Traffic Act (Consolidated)	0	4	0
Trespass, Fencing and Impounding Act and Amendment	0	3	0
Truck Act and Amendment	0	1	6
Trustees Act	0	2	0
Unclaimed Moneys Act	0	1	0
Vermin Act (Consolidated)	0	3	0
Veterinary Act	0	2	0
Water Boards Act	0	3	0
Weights and Measures Act and Regulations	0	3	0
Workers' Compensation Act	0	4	0
Year Book, Pocket	0	1	0

**SPECIAL NOTICE.**

**ADVERTISEMENTS.**—Notices for insertion must be received by the Government Printer **BEFORE TEN O'CLOCK a.m. on THURSDAY**, or the day preceding the day of publication, and are charged at the following rates:—

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Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done, no responsibility will be accepted by this office for any error in the initials or names as printed.

All communications should be addressed to "The Government Printer, Perth."

## GOVERNMENT GAZETTE.

## NOTICE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

**SUBSCRIPTIONS.**—The subscription to the *Government Gazette* is as follows:—£4 per annum, £2 5s. per half year, and £1 5s. per quarter, including postage. Single copies, current year, 2s.; previous years, up to ten years, 4s.; over ten years, 7s.; postage extra.

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(Published Quarterly.)

THE Annual Subscription to the above is 25 shillings and the charge for a single copy, seven shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

*Postage Extra.*

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