



# Government Gazette

OF

## WESTERN AUSTRALIA

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No. 4.]

PERTH: FRIDAY, 16th JANUARY

[1959.

Pharmacy and Poisons Act, 1910-1954.

## 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.

P.H.D. 1029/56.

WHEREAS it is enacted, *inter alia*, by section 25 of the Pharmacy and Poisons Act, 1910-1954, that the several articles mentioned in the Ninth Schedule to the Act shall be deemed poisons within the meaning of the Act and that the Governor, by Proclamation duly published in the *Gazette*, may, from time to time, declare that any other article specified in such Proclamation shall be deemed a poison within the meaning of the Act, and on such Proclamation being so published such article shall be deemed a poison within the meaning of the Act: 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 section 25 of the Pharmacy and Poisons Act, 1910-1954, do hereby declare that the following article shall be deemed a poison within the meaning of the Act and shall be added to the Ninth Schedule of the Act:—

Preparations containing not more than 40 per cent. of ether for use in internal combustion engines.

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 Health.

GOD SAVE THE QUEEN !!!

Main Roads Act, 1930-1955.

## Declaration of Controlled Access Road.

## PROCLAMATION

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

M.R.D. 912/58.

WHEREAS by section 28A of the Main Roads Act, 1930-1955, it is provided that where the Commissioner is of opinion that a Controlled Access Road should be provided and should be entered and departed from at specified places only, he shall make a recommendation to the Governor accordingly and that if of opinion that the recommendation should be given effect the Governor may, by Proclamation, proclaim the Controlled Access Road and the places only at which the Controlled Access Road may be entered or departed from; and whereas the Commissioner is of opinion that a Controlled Access Road should be provided as hereinafter described and has made a recommendation to the Governor accordingly; and whereas I, the Governor of the said State am of opinion that such recommendation should be given effect: Now, therefore I, the said Governor, acting with the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, do hereby proclaim that the parcels of land coloured green in Plan P.W.D., W.A. No. 36441 (L.T.O.

Plans 7217 and 7218) and which together are more particularly described in Schedule hereunder shall be a Controlled Access Road.

Schedule.

- No. on Plan P.W.D. W.A. No. 36441; Description.
- 1; Fremantle Town Lot 1709. (Certificate of Title Volume 779, folio 183.)
  - 2; portion of Cockburn Sound Location 203 and being lot 6 on L.T.O. Plan 2019. (Certificate of Title Volume 1043, Folio 294.)
  - 3, 4; portions of Cockburn Sound Location 203 and being lots 7 and 8 on L.T.O. Plan 2019. (Certificate of Title Volume 1043, folio 295.)
  - 5; portion of Cockburn Sound Location 203 and being lot 10 on L.T.O. Plan 2019. (Certificate of Title Volume 1043, folio 697.)
  - 6, 7; portions of Cockburn Sound Location 203 and being lots 11 and 12 on L.T.O. Plan 2019. (Certificate of Title Volume 1043, folio 427.)
  - 8, 9, 10, 13, 14, 15, 17, 19, 16 and 18; portions of Cockburn Sound Location 203, being part of lots 17, 16, 15 and 34, and the whole of lots 35, 36, 37 and 60 and part of lots 38 and 59 on L.T.O. Plan 2019 and being part of the land comprised in Certificate of Title Volume 825, folio 74.
  - 11; portion of Cockburn Sound Location 203 and being lot 14 on L.T.O. Plan 2019. (Certificate of Title Volume 293, folio 109.)
  - 20-24 (inclusive); portions of Cockburn Sound Locations 41 and 70, being part of lots 10, 9, 8 and 7 and the whole of lot 6 on L.T.O. Diagram 2492 and being part of the land comprised in Certificate of Title Volume 379, folio 173.
  - 25; portion of Cockburn Sound Location 203 and being part of the land comprised in Certificate of Title Volume 825, folio 74.
  - 26; portion of Cockburn Sound Location 5, being part of lot 1 on L.T.O. Plan 2513 and being part of the land comprised in Certificate of Title Volume 1202, folio 142.
  - 27, 28, and 30; portions of Cockburn Sound Location 222, being lots 76, 69 and 70 on L.T.O. Plan 5777 and being part of the land comprised in Certificate of Title Volume 1163, folio 98.
  - 29; portion of Cockburn Sound Location 222 and being lot 75 on L.T.O. Plan 5777. (Certificate of Title Volume 1190, folio 919.)
  - 31; portion of Cockburn Sound Location 222 and being lot 52 on L.T.O. Plan 5777. (Certificate of Title Volume 1113, folio 627.)
  - 32; portion of Cockburn Sound Location 222 and being lot 51 on L.T.O. Plan 5777. (Certificate of Title Volume 1112, folio 924.)
  - 33; portion of Cockburn Sound Location 222, being part of lot 48 on L.T.O. Plan 5777 and being part of the land comprised in Certificate of Title Volume 1132, folio 150.
  - 34; portions of Cockburn Sound Location 222, being part of lot 1 on L.T.O. Diagram 16900 and being part of the land comprised in Certificate of Title Volume 1150, folio 649.
  - 35; portions of Cockburn Sound Location 222, being part of lot 2 on L.T.O. Diagram 16900 and being part of the land comprised in Certificate of Title Volume 1150, folio 675.
  - 36; portions of Cockburn Sound Location 222, being part of lot 47 on L.T.O. Plan 5777 and being part of the land comprised in Certificate of Title Volume 1082, folio 69.
  - 37; portions of Cockburn Sound Location 10, being part of lot 37 on L.T.O. Plan 2905 and being part of the land comprised in Certificate of Title Volume 442, folio 4.
  - 38; portion of Cockburn Sound Location 5, being part of lot 2 on L.T.O. Diagram 16931 and being part of the land comprised in Certificate of Title Volume 1152, folio 265.
  - 39; portion of Cockburn Sound Location 10, being part of lot 1 on L.T.O. Diagram 18597 and being part of the land comprised in Certificate of Title Volume 1176, folio 706.
  - 40; portion of Cockburn Sound Location 10 and being lot 2 on L.T.O. Diagram 18597. (Certificate of Title Volume 1176, folio 707.)
  - 41; portion of Cockburn Sound Location 10 and being lot 3 on L.T.O. Diagram 18597. (Certificate of Title Volume 1176, folio 708.)
  - 42; portion of Cockburn Sound Location 10, being part of lot 4 on L.T.O. Diagram 18597 and being part of the land comprised in Certificate of Title Volume 1176, folio 709.
  - 43; portion of Cockburn Sound Location 10, being part of lot 5 on L.T.O. Diagram 18597 and being part of the land comprised in Certificate of Title Volume 1176, folio 710.
  - 44; portion of Cockburn Sound Location 10, being part of lot 41 on L.T.O. Plan 627 and being part of the land comprised in Certificate of Title Volume 1176, folio 716.
  - 45; portion of Cockburn Sound Location 10, being part of the western portion of lot 4 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Enrolment 42.
  - 46; portion of Cockburn Sound Location 10, being part of lot 2, the subject of L.T.O. Diagram 10962 and being part of the land comprised in Certificate of Title Volume 1071, folio 540.
  - 47; portion of Cockburn Sound Location 1785, being parts of reserve 24550.
  - 58; portion of Cockburn Sound Location 10, being part of lot 309 on L.T.O. Plan 6719, and being part of the land comprised in Certificate of Title Volume 1192, folio 832.
  - 63; portion of Cockburn Sound Location 10, being part of lot 355 on L.T.O. Diagram 21506 and being part of the land comprised in Certificate of Title Volume 1206, folio 457.
  - 64; portion of Cockburn Sound Location 10, being part of lot 317 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1206, folio 158.
  - 65; portion of Cockburn Sound Location 10, being part of lot 318 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1212, folio 515.
  - 67; portion of Cockburn Sound Location 1830.
  - 83; portion of Cockburn Sound Location 10, being part of lot 339 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1192, folio 339.
  - 86; portion of Cockburn Sound Location 10, being part of lot 2 on L.T.O. Diagram 2475 and being part of the land comprised in Certificate of Title Volume 385, folio 84.
  - 87; portion of Cockburn Sound Location 10, being part of lot 11 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Certificate of Title Volume 1166, folio 281.
  - 88; portion of Cockburn Sound Location 1791, being part of reserve 8660.
  - 89; portion of Cockburn Sound Location 1769, being part of reserve 8660.
  - 90; portion of Cockburn Sound Location 10, being part of lot 4 on L.T.O. Diagram 2475 and being part of the land comprised in Certificate of Title Volume 1177, folio 486.
  - 94; portion of Cockburn Sound Location 10, being part of lot 1 on L.T.O. Diagram 3961 and being part of the land comprised in Certificate of Title Volume 1028, folio 112.
  - 95; portion of Cockburn Sound Location 10, being part of the land on L.T.O. Diagram 3962 and being part of the land comprised in Certificate of Title Volume 594, folio 155.
  - 96; portion of Cockburn Sound Location 10, being part of lot 22 on L.T.O. Diagram 2320 and being part of the land comprised in Certificate of Title Volume 770, folio 104.
  - 97; portion of Cockburn Sound Location 10, being part of lot 23 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Certificate of Title Volume 343, folio 11.
  - 98; portion of Cockburn Sound Location 10, being part of lot 2 on L.T.O. Diagram 2279 and being part of the land comprised in Certificate of Title Volume 1209, folio 857.

- 99; portion of Cockburn Sound Location 10, being part of lot 8 on L.T.O. Diagram 18874 and being part of the land comprised in Certificate of Title Volume 1190, folio 128.
- 100; portions of Cockburn Sound Location 10, being part of lot 11 on L.T.O. Diagram 22946 (formerly part of lot 27 on L.T.O. Plan 2073) and being part of the land comprised in Certificate of Title Volume 1214, folio 99.
- 101; portions of Cockburn Sound Location 10, being part of lots 10 and 12 on L.T.O. Diagram 22946 (formerly part of lot 27 on L.T.O. Plan 2073) and being part of the land comprised in Certificate of Title Volume 1100, folio 973.
- 103; portion of Cockburn Sound Location 10, being part of lot 1 on L.T.O. Diagram 2300 and being part of the land comprised in Certificate of Title Volume 1081, folio 363.
- 104; portion of Cockburn Sound Location 10, being part of lot 29 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Certificate of Title Volume 1002, folio 314.
- 106 to 112 (inclusive); portions of Cockburn Sound Location 550, being parts of lots 19, 25, 26, 27, 28, 29 and 30 on L.T.O. Plan 6088 and being part of the land comprised in Certificate of Title Volume 311, folio 115.

Given under my hand and the Public Seal of the said State, at Perth, this 14th day of January, 1959.

By His Excellency's Command,

JOHN T. TONKIN,  
Minister for Works.

GOD SAVE THE QUEEN ! ! !

Unfair Trading and Profit Control Act  
Amendment Act, 1958.

PROCLAMATION

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

WHEREAS it is enacted by section 2 of the Unfair Trading and Profit Control Act Amendment Act, 1958, that the Act shall come into operation on a

day to be fixed by Proclamation: Now, therefore I, the Governor, acting with the advice and consent of the Executive Council, do hereby fix the day immediately following the day on which this Proclamation is published in the *Government Gazette* as the day on which the Unfair Trading and Profit Control Act Amendment Act, 1958, shall come into operation.

Given under my hand and the Public Seal of the said State, at Perth, this 14th day of January, 1959.

By His Excellency's Command,

(Sgd.) WM. HEGNEY,  
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 14th January, 1959.

IT is hereby notified for public information that His Excellency the Lieutenant-Governor and Administrator in Executive Council has approved of the following appointments to the Commission of the Peace:—

Ralph Bedford Olney, Esquire, of 43 Langham Street, Nedlands, and Shell Company of Australia Limited, St. George's Terrace, Perth, as a Justice of the Peace for the Perth Magisterial District.

David Gosman Whyte, Esquire, of 39 Waratah Avenue, Dalkeith, and West Australian Newspapers Limited, St. George's Terrace, Perth, as a Justice of the Peace for the Perth Magisterial District.

Eric Daniel Smith Bignell, Esquire, of Broomehill, as a Justice of the Peace for the Stirling Magisterial District.

James Alison Thompson, Esquire, of Broomehill, as a Justice of the Peace for the Stirling Magisterial District.

William Edwin Wilson, Esquire, of Pingelly, as a Justice of the Peace for the Williams Magisterial District.

R. H. DOIG,

Under Secretary, Premier's Department.

VACANCIES IN THE PUBLIC SERVICE

Department.	Position.	Class.	Salary.	Date Returnable.
Child Welfare	Inspectress (Item 3787/58) (a) (d)	G-II.-3(F)	Margin £295-£335	1959 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.
Government Printing Office	Clerk (Wages and Staff) (Item 214/58)	C-II.-1/2	Margin £295-£385	30th January
Chief Secretary's—Prisons...	Chief Warder, Fremantle Prison (Item 1436/58)	G-II.-3/4	Margin £430-£565	do.
State Government Insurance Office	Nurse and Receptionist (Item 3109/58) (a) (b)	G-II.-2(F)	Margin £235-£265	do.

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

(b) General Nursing Certificate required. Duties include Nurse-Receptionist to Staff Medical Officer, arranging of appointments, typing of medical correspondence, and taking shorthand notes.

(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.

K. J. TOWNSING,  
Public Service Commissioner.

16th January, 1959.

## AUDIT ACT, 1904.

(Section 33.)

The Treasury,  
Perth, 12th January, 1959.

Tsy. 267/53.

IT is hereby published for general information that Mr. S. R. Ivey has been appointed Receiver of Revenue for Waroona Irrigation Office for the period 29th December, 1958, to 13th January, 1959.

Tsy. 267/53.

IT is hereby published for general information that Mr. D. Dear has been appointed Receiver of Revenue at Collie Water Supply Office for the period 31st December, 1958, to 30th January, 1959.

R. J. BOND,  
Under Treasurer.

Crown Law Department,  
Perth, 14th January, 1959.

THE Hon. Minister for Justice, pursuant to the powers conferred upon him by section 18 of the Courts of Session Act, 1921, hereby directs that a special sitting of the Eastern Goldfields Court of Session be held at the Court House, Kalgoorlie, to commence on Wednesday, 21st January, 1959.

R. C. GREEN,  
Under Secretary for Law.

Chief Secretary's Department,  
Perth, 22nd December, 1958.

C.S.D. 463/46.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint the following to be members of the Prisoners' Aid Association for the year ending 31st December, 1959:—

Rev. L. Rubin-Zacks.  
Canon W. Kirby.  
Mr. A. H. Waterer.  
Mr. C. Gannaway.  
Rev. J. Sullivan.  
Rev. G. Jenkin.  
Sister Ella Williams.  
Rev. H. Farman.  
Pastor C. Hunt.  
Pastor D. Speck.  
Senior Major E. O'Neil.  
Sister Alice.  
Mr. W. Setterfield.  
Mr. G. Hitchin.  
Mrs. J. Bains.  
Mr. W. Melrose.  
Mr. G. Cant.  
Rev. W. Cuthbertson.  
Rev. A. Lee.  
Brigadier E. C. Robertson.  
Mrs. E. Ulrich, J.P.

J. DEVEREUX,  
Under Secretary.

## HEALTH ACT, 1911-1957.

(Section 293A.)

Notice Requiring Persons to Submit to X-ray Examination.

PURSUANT to the provisions of the above-mentioned section, persons who are included in the class specified hereunder, and to whom the provisions of that section apply, are required to undergo x-ray examination for tuberculosis at the time and place specified.

## Class.

Persons 18 years of age and over who are residents of either the York Road Board District or the York Municipal District.

## Time.

Within the period 9th February, 1959, to 13th February, 1959, inclusive.

## Places.

Lesser Town Hall, York, or the Perth Chest Clinic, 17 Murray Street, Perth, or the Fremantle Chest Clinic, 93 High Street, Fremantle.

No charge will be made for the x-ray examination of any person who reports as required by this notice.

Dated at Perth this 12th day of January, 1959.

LINLEY HENZELL,  
Commissioner of Public Health.

## HEALTH ACT, 1911-1957.

(Section 293A.)

Notice Requiring Persons to Submit to X-ray Examination.

PURSUANT to the provisions of the above-mentioned section, persons who are included in the class specified hereunder, and to whom the provisions of that section apply, are required to undergo x-ray examination for tuberculosis at the time and place specified.

## Class.

Persons 18 years of age and over who are residents of either the Northam Municipal District or the Northam Road Board District.

## Time.

Within the period 16th February, 1959, to 19th March, 1959, inclusive.

## Places.

1. Mobile X-ray Caravan at the following places on the dates shown:—

Bakers Hill, 16th February, 1959.  
Clackline, 17th February, 1959.  
Spencers Brook, 18th February, 1959.  
Grass Valley, 19th February, 1959.

2. St. John Ambulance Association Premises, Fitzgerald Street, Northam. From 20th February, 1959, to 13th March, 1959, but excluding 2nd March (Labour Day).

3. St. John Ambulance Association Premises, Wundowie. From 17th March, 1959, to 19th March, 1959, inclusive.

4. Perth Chest Clinic, 17 Murray Street, Perth.

5. Fremantle Chest Clinic, 93 High Street, Fremantle.

No charge will be made for the x-ray examination of any person who reports as required by this notice.

Dated at Perth this 12th day of January, 1959.

LINLEY HENZELL,  
Commissioner of Public Health.

## DENTISTS' ACT, 1939.

Appointments to Dental Board.

Department of Public Health,  
Perth, 22nd December, 1958.

HIS Excellency the Lieutenant-Governor in Council, pursuant to the provisions of the Dentists' Act, 1939, has been pleased to nominate Dentists Dudley Charles Baker, Gilbert Dowling Henderson, Reginald Vernon Johnson, Victor Albert Read, Dr. Wilfrid A. Harms, Professor Kenneth J. G. Sutherland and Dr. I. O. Thorburn, as members of the Dental Board of W.A. for the period ending 31st December, 1961.

J. DEVEREUX,  
Under Secretary.

## GOVERNMENT LAND SALE.

THE undermentioned allotment of land will be offered for sale at public auction on the date and at the place specified below, under the provisions of the Land Act, 1933-1958, and its regulations:—

## ROEBOURNE.

11th February, 1959, at 11 a.m., at the Court House:—

Point Samson—Town 72, 1r., £50.

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 this sale 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.  
Casley, E. M. L.; 347/11549; Jilbadji 156 and 164; conditions; 4015/56; 24/80, E1 and 2.  
James, T. E.; 3117/1899; Coolgardie 1511; abandoned; 10467/00; Coolgardie 1.  
Reale, F.; 332/825; Cookernup 145; non-payment of rent; 8471/97; Townsite.  
Trezise, F.; 342/1102; Sawyers Valley 63; abandoned; 993/41; Townsite.  
Hocking, M. R.; 347/11253; Plantagenet 5729; conditions; 520/53; 451A/40, C2.

## BUSH FIRES ACT, 1954-1958.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
Perth, 12th January, 1959.

Corres. No. 241.

IT is hereby notified for general information, that the Hon. Minister for Lands, acting pursuant to powers contained in section 17 of the Bush Fires Act, 1954-1958, has approved of the suspension of the declared prohibited burning times in the Harvey Road District to the 16th January, 1959, so far as the declaration relates to the Mornington Mill-Wokalup timber tramway. All burning carried out under the terms of this suspension is to comply with all the provisions of the Bush Fires Act, 1954-1958.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## BUSH FIRES ACT, 1954-1958.

Approved Local Authority for Fire Weather Officer.

Bush Fires Board,  
Perth, 14th January, 1959.

IT is hereby notified for general information that the Bush Fires Board has declared the Albany Road Board as an approved local authority for the purposes of section 38 (6) of the Bush Fires Act, 1954-1958, and that a fire weather officer may be nominated in this district.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## BUSH FIRES ACT, 1954-1958.

Fire Weather Officers.

Bush Fires Board,  
Perth, 14th January, 1959.

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.

Corrigin; C. A. Box; D. C. Turner.  
Kondinin; J. Ashby-Freeman; H. Biggin.  
Preston; G. V. Mitchell; T. H. Newman.  
Serpentine-Jarrahdale; G. L. Ladhams; I. G. Elliott.  
Tammin; G. G. Sweeting; H. N. Repton.  
Yilgarn; C. C. Roberts.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,  
Perth, 14th 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:—

Corrigin; D. C. Turner.  
Gnowangerup; R. M. Jury.  
Lake Grace; G. McLean.  
Wickepin; A. D. McDonald.

The following appointments have been cancelled:—

Lake Grace; N. Hetherington.  
Wickepin; V. T. Baker.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## BUSH FIRES ACT, 1954-1958.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
Perth, 14th January, 1959.

Corres. No. 241.

IT is hereby notified for general information that the Hon. Minister for Lands has approved, pursuant to the powers contained in section 17 (3) of the Bush Fires Act, 1954-1958, of the suspension from the 15th January, 1959, to the 31st January, 1959, inclusive, of the prohibited burning times declared for the Harvey Road District so far as the declaration relates to the land within two chains on either side of the South-West Highway for a distance extending from 20 chains south to 20 chains north of the 97-mile peg on the South-West Highway. Any burning carried out under the provisions of this suspension shall comply with section 18 of the Bush Fires Act, 1954-1958, and with all other relevant provisions of the Act.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## BUSH FIRES ACT, 1954-1958.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
Perth, 14th January, 1959.

Corres. No. 518.

IT is hereby notified for general information, that the Hon. Minister for Lands, acting pursuant to powers contained in section 17 of the Bush Fires Act, 1954-1958, has approved of the suspension of the declared prohibited burning times in the Municipality of Albany from 12th January, 1959, to 19th January, 1959, both dates inclusive.

Burning under the terms of this suspension is only to be done under the control of the Municipality of Albany to remove fire hazards.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

PERTH LAND AGENCY.

Open under Part V of the Land Act, 1933-1958, as modified by Part VIII.

OPEN WEDNESDAY, 18th FEBRUARY, 1959.

Peel Estate (three miles east of Wellard.)

Corres. No. 29/39. (Plan 341D/40, B3.)

Lot 1289 (formerly the southern portion of lot 26), containing about 24a.; purchase price, £125; to ex-servicemen: half-yearly instalments—first five years, interest only at 4½ per cent. per annum,

£2 16s. 3d.; balance, 35 years, principal and interest at 4½ per cent. per annum £3 9s. 8d.; to civilians: half-yearly instalments—first five years, interest only at 5 per cent. per annum, £3 2s. 6d.; balance, 35 years, principal and interest at 5 per cent. per annum, £3 14s. 2d.

Subject to payment for improvements, if the successful applicant is other than the owner of same, drainage conditions and the special conditions governing selection in this estate. Deposit: First half year's rental plus £1.

F. C. SMITH,  
Under Secretary for Lands.

LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,

Perth, 16th 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, 25th FEBRUARY, 1959

SCHEDULE 1

Location	Area	Price per Acre	Plan	Corres. No.	Classification File No.	Deposit required
Kent 1088 (a) ....	a. r. p. 1,456 0 15	£ s. d. 10 6	418/80 D. F. 2, 3	2655/54	13517/05 V. 3, p. 340	£ s. d. 3 12 0
„ 1089 (a) ....	1,180 0 17	12 0	418/80 D. E. 3	3674/53	13517/05 V. 3, p. 338	3 4 9
„ 1087 (a) ....	1,580 1 11	13 0			6490/19 p. 13	3 12 0
Kojonup 7373 (a) ....	1,125 0 21	10 0	417/80 E. 1, 2	1713/57		3 4 9
„ 9031 (a) ....	2,558 2 31	11 0	418/80 A. 2, 3	2074/57	654	4 10 5
„ 9051 (a) ....	2,035 2 31	11 9	{ 417/80 F. 4 } { 418/80 D. 4 }	2259/56	7028/51 p. 9	4 4 0
Swan 3483 (a) ....	159 0 25	13 6	28/80 B. 1	1170/56	1979/33 p. 43, 44	} 3 4 9
„ 3484 (a) ....	188 1 29	13 6	„	„	1980/33 p. 3	
„ 3487 (a) ....	215 0 18	13 6	„	„	1982/33 pp. 35, 26, 27	
„ 3588 (a) ....	175 2 11	13 6	„	„	„	
„ 3589 (a) ....	173 3 16	13 6	„	„	„	
„ 3590 (a) ....	157 0 19	13 6	„	„	„	
Victoria 10135 (a) ....	(as one holding) 3,870 1 13	5 6	157C/40 F. 4	3826/53	3826/53 p. 7	5 1 8
Williams 13586 (b) ....	853 0 25	10 6	407/80 A. 2	4255/54	2261/39 p. 5	2 18 5
„ 14997 (a) ....	4,399 1 35	8 6	{ 377/80 F. 4 } { 386/80 F. 1 }	3937/57	3687/54 p. 9	5 6 5
„ 15079 (a) ....	4,719 2 22	6 6	387/80 A. B. 1	1102/57	5050/53 p. 9	5 11 3

SCHEDULE 2

District	Description	Plan	Corres. No.	Deposit required
Nelson (near Wilgarup station) (c)	(1) All that portion of Crown land containing about 110 acres bounded on the east by location 8539; on the north by Location 11848 and Reserve 9496; on the west by a one-chain road along the South-West Railway Reserve; and on the south by the prolongation west of the southernmost boundary of Location 8539	439C/40 F. 3	593/50	£ s. d. 9 7 6
	(2) All that portion of Crown land containing about 210 acres bounded by lines commencing at the north-east corner of Wilgarup Townsite and extending north about 42 chains; west about eight chains; again north about 21 chains; west to a one-chain road along the South-West Railway Reserve; south along said road to the north boundary of said Townsite; and thence east to the starting point	„	„	12 3 9

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

(b) Subject to payment for improvements (if any).

(c) Subject to survey, classification, pricing and the provision of any necessary roads.

F. C. SMITH,  
Under Secretary for Lands.

## ROAD DISTRICTS ACT, 1919-1956.

## Closure of Road.

I, ELIZABETH ISABEL BUEGGE, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Phillips River Road Board to close the said portion of road, viz.:—

Phillips River.

Corr. 2005/28.

P. 468. (a) The unsurveyed road along the western boundary of Oldfield Location 79; from the prolongation westward of the northern boundary of the location to the prolongation westward of its southern boundary.

(b) The unsurveyed road along part of the western boundary of Oldfield Location 82; from the prolongation south-westward of the north-western boundary of the location to the prolongation westward of its southern boundary.

(Plan 421/80, A3 & 4.)

E. I. BUEGGE.

I, Hans H. Wehr, on behalf of the Phillips River Road Board, hereby assent to the above application to close the road therein described.

H. WEHR,

Chairman, Phillips River Road Board.

20th December, 1958.

## ROAD DISTRICTS ACT, 1919-1956.

## Closure of Road.

WE, Percy Douglas Gardiner and Martha Fisher, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Preston Road Board to close the said portion of road, viz.:—

Preston.

Corr. 2344/49.

P. 457. The surveyed road along part of the northern boundary of Wellington Location 571; from road No. 745 to the north-east corner of the location. (Plan 414B/40, E1.)

P. D. GARDINER,  
MARTHA FISHER.

I, Harold Barton Ayers, on behalf of the Preston Road Board, hereby assent to the above application to close the road therein described.

H. B. AYERS,

Chairman, Preston Road Board.

15th May, 1958.

## ROAD DISTRICTS ACT, 1919-1956.

## Closure of Road.

THE Minister for Lands, being the owner of land over or along which the portions of roads hereunder described pass, has applied to the Plantagenet Road Board to close the said portions of roads, viz.:—

Plantagenet.

Corr. 5757/52.

P. 469. (a) The road along the northern boundaries of Hay Locations 914 and 915; from the north-west corner of the former location to the north-east corner of the latter location.

(b) The surveyed road along the western boundaries of Hay Locations 807 and 880; from the north-west corner of the former location to the south-west corner of the latter location.

(Plan 444/80, B and C4.)

F. C. SMITH,  
for Minister for Lands.

I, Clayton Clealand Bickley Mitchell, on behalf of the Plantagenet Road Board, hereby assent to the above application to close the roads therein described.

C. B. MITCHELL,  
Chairman, Plantagenet Road Board.

20th December, 1958.

## ROAD DISTRICTS ACT, 1919-1956.

## Closure of Road.

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

Lake Grace.

Corres. 3440/58.

L.27. The unsurveyed road along the eastern boundaries of Williams Locations 14367 and 15202; from a surveyed road at the south-east corner of the former location to the north-east corner of the latter location, excepting the intersecting portion of a surveyed three-chain road extending through location 15015. (Plan 407/80, D1 and 2.)

F. C. SMITH,  
for Minister for Lands.

I, William Kerr Morton, on behalf of the Lake Grace Road Board, hereby assent to the above application to close the road therein described.

W. K. MORTON,  
Chairman, Lake Grace Road Board.

16th December, 1958.

## ROAD DISTRICTS ACT, 1919-1956.

WHEREAS the BROOKTON Road Board, by resolution passed at a meeting of the Board, held at Brookton, on or about the 10th day of May, 1956, resolved to open the road hereinafter described, that is to say:—

L. and S. 570/08, M.R.D. 642/47.

Road No. 3102 (widening of part). Those portions of Avon Locations 7750 and 25707 delineated and coloured dark brown on Lands and Surveys Diagram 64640; 6.6p. being resumed from Avon Location 7750. (Plan Youraling 40, Sheet 3.)

WHEREAS the DRAKESBROOK Road Board, by resolution passed at a meeting of the Board, held at Waroona, on or about the 13th day of December, 1956, resolved to open the road hereinafter described, that is to say:—

L. and S. 3754/57, M.R.D. 415/46.

Road No. 41 (widening of parts). Those portions of Wellington Locations 422 and 3296 delineated and coloured dark brown on Lands and Surveys Diagram 65471. (Plan 383A/40, F4.)

WHEREAS the KWINANA Road Board, by resolution passed at a meeting of the Board, held at Medina, on or about the 17th day of August, 1956, resolved to open the road hereinafter described, that is to say:—

L. and S. 13535/99, Vol. 2; M.R.D. 848/52.

Road No. 6280 (Thomas Road—extension). A strip of land, two chains wide, widening in parts, leaving Peel Road on the western boundary of Peel Estate Lot 626 and extending, as delineated and coloured dark brown on Original Plan 7802, generally south-eastwards and eastwards, through the said lot and lots 625 and 624 to and through a tramway reserve and onwards to and through lots 1135, 1134, 1136 and 1137 to road No. 3691 within the lastmentioned lot; thence as surveyed and widening as delineated and coloured dark brown on the said Original Plan, through the said lot 1137 to and through a drain reserve and along

the northern boundary of lot 1200 to Johnson Road at the north-eastern corner of that lot (portion of road No. 3691 is hereby superseded); thence onwards to and through lot 1199 and portion of Cockburn Sound Location 16 and through a drain reserve to road No. 3691 within the said portion of location 16. (Plan 341A/40, B2.)

WHEREAS the LAKE GRACE Road Board, by resolution passed at a meeting of the Board, held at Lake Grace, on or about the 2nd day of July, 1957, resolved to open the road hereinafter described, that is to say:—

L. and S. 4892/22, M.R.D. 601/57.

Road No. 7647 (widening). That portion of Williams Location 9520 as delineated and coloured dark brown on Lands and Surveys Diagram 65512. (Plan 387/80, D2.)

WHEREAS the MUKINBUDIN Road Board, by resolution passed at a meeting of the Board, held at Mukinbudin, on or about the 9th day of September, 1957, resolved to open the road hereinafter described, that is to say:—

L. and S. 3659/47, M.R.D. 658/53.

Road No. 9537 (extension). A strip of land, two chains wide, widening as delineated and coloured dark brown on Lands and Surveys Diagrams 65628, 65629, 65630 and 65631, leaving the present road at the north-western corner of Avon Location 14108 and extending, as surveyed, along the eastern boundary of location 14354 to its south-east corner; thence, three chains wide, along the southern boundaries of that location and location 16316 to the south-western corner of the latter location; thence southwards along parts of the eastern boundaries of locations 14378 and 14360; thence southwards along the south-eastern boundary of the latter location to its southern corner. (Plan 55/80, E4.)

WHEREAS the MURRAY Road Board, by resolution passed at a meeting of the Board, held at Pinjarra, on or about the 15th day of November, 1956, resolved to open the road hereinafter described, that is to say:—

L. and S. 3962/57, M.R.D. 47/47.

Road No. 784 (widening of part). Those portions of Cockburn Sound Location 16 delineated and coloured dark brown on Lands and Surveys Diagram 65545. (Plan 380A/40, B2.)

WHEREAS the VICTORIA PLAINS Road Board, by resolution passed at a meeting of the Board, held at Calingiri, on or about the 9th day of July, 1949, resolved to open the road hereinafter described, that is to say:—

L. and S. 5379/12, Vol. 2; M.R.D. 494/47.

Road No. 11546. A strip of land of varying width, extending through Melbourne Location 1828 from road No. 4789 to road No. 6488 as delineated and coloured dark brown on Lands and Surveys Diagram 65229. (Plan 32/80, B2.)

(Notice of Resumption of 8a. 1r. 33p. from Melbourne Location 1828 published in the *Government Gazette*, 12th August, 1955, is hereby cancelled.)

WHEREAS the WAGIN Road Board, by resolution passed at a meeting of the Board, held at Wagin, on or about the 26th day of September, 1956, resolved to open the road hereinafter described, that is to say:—

495/01.

Road No. 1237 (widening of parts). Those portions of Williams Locations 1256, 11802, 1905, 11398 and 5241 delineated and coloured dark brown on Lands and Surveys Diagrams 65117, 65116 and 65112.

Road No. 1651 (widening of parts). Those portions of Williams Locations 778, 576 and 3044 delineated and coloured dark brown on Lands and Surveys Diagram 65116.

(Plan 409B/40, E1, 2.)

WHEREAS the WAGIN Road Board, by resolution passed at a meeting of the Board, held at Wagin, on or about the 24th day of September, 1956, resolved to open the road hereinafter described, that is to say:—

Corres. 1711/08.

Road No. 2153 (widening of part). That portion of Williams Location 2452 delineated and coloured dark brown on Original Plan 7447.

Road No. 11533. A strip of land, one chain wide, widening at its commencement, its western side leaving road No. 2153 at a point on the northern boundary of Williams Location 2855, 299.3 links east of its north-west corner and extending, as delineated and coloured dark brown on Original Plan 7447, south and south-westwards through the said location, to and through road No. 3198 and through locations 1922 and 2485 to a surveyed road at the north-east corner of location 1400.

Road No. 11534. A strip of land, one chain wide, widening at its commencement and terminus, as delineated and coloured dark brown on Lands and Surveys Diagrams 65118 and 65119, leaving a surveyed road at the south-east corner of Williams Location 1401 and extending, as surveyed, westwards along the southern boundary of the said location and along the southernmost boundary of location 1083 to a surveyed road on the east boundary of location 1082.

(Plan 385C/40, E4.)

WHEREAS the WILLIAMS Road Board, by resolution passed at a meeting of the Board, held at Williams, on or about the 12th day of September, 1956, resolved to open the road hereinafter described, that is to say:—

L. and S. 3533/56, M.R.D. 689/55.

Road No. 11545. A strip of land, one chain wide, widening as delineated and coloured dark brown on Original Plan 7634, commencing at the north-western corner of Williams Location 9366 and extending on the southern boundary of the Colliemaroo Railway Reserve along a northern boundary of location 9366 and through location 302 to its south-eastern corner; thence recommencing on the eastern side of the railway reserve and extending as surveyed, and widening as delineated and coloured dark brown on the said Original Plan, along the south-western and southern boundaries of reserves 958 and 12717 to the south-eastern corner of the latter reserve. (Plan 385D/40, A3.)

WHEREAS the WILLIAMS Road Board, by resolution passed at a meeting of the Board, held at Williams, on or about the 14th day of September, 1955, resolved to open the road hereinafter described, that is to say:—

L. and S. 544/05, M.R.D. 549/47.

Road No. 2278 (widening). Those portions of Williams Locations C, 11820, 2561, 2989, 830, 1806, 202, 4648, 4513 and 12300, as delineated and coloured dark brown on Original Plan 7531 and Lands and Surveys Diagram 65201. (Plan 384C/40, E3 and 4, F3.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1958, 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 Board has caused a copy of the said notices to be served upon the owners and occupiers of the said lands resident within the State, or such of them as can with reasonable diligence be ascertained, either personally or by registered letter posted to their lastnamed places of abode.

And whereas the 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 14th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.

## LICENSED SURVEYORS ACT, 1909-1940.

Western Australia.

## Members of the Land Surveyors' Licensing Board.

Wallace Vernon Fyfe, F.I.S.Aust., M.I.C.W.A.,  
Surveyor-General, Chairman.  
Harold Camm, LL.B., F.I.S.Aust., M.I.C.W.A.  
Harry Lewis Paine, F.I.S.Aust., M.I.C.W.A.  
James Russell Espie, B.E., M.I.E.Aust.  
Thomas Alfred Cleave, F.I.S.Aust.  
Sydney John Stokes, F.I.S.Aust.

IT is hereby notified, for general information, that the undermentioned surveyors are duly registered under the above Act:—

Aherne, R. W., 201 Melville Parade, Como, W.A.  
Allsop, A. L., 14 Ferrar Street, Mt. Lawley, W.A.

Barclay, H. C., Darwin.  
Bennett, A. J., 34 Charles Street, South Perth, W.A.

Bennett, A. R., N.S.W. Bank Chambers, 65 St. George's Terrace, Perth, W.A.

Bennett, R. S. B., N.S.W. Bank Chambers, 65 St. George's Terrace, Perth, W.A.

Birch, G. G., 1 Glybdon Avenue, Brighton, Victoria.

Bray, F. H., c/o Surveyor-General, Perth, W.A.  
Breen, James F., Yallourn, Victoria.

Brockway, W. St. C., 12 Mann Street, Cottesloe, W.A.

Brook, Eric, 17 Jameson Street, Mosman Park, W.A.

Brown, C. H. A., Wongan Hills, W.A.  
Brown, D. C., 36 Taylor Road, Claremont, W.A.  
Butson, S. R., c/o Post Office, Picton Junction, W.A.

Cameron, I. F., Davidson Street, Attadale, W.A.  
Camm, Harold, Deputy Surveyor-General, Perth, W.A.

Campbell, A. H., P.W.D., Melbourne, C.2, Victoria.

Campbell, B. E., c/o Surveyor-General, Perth, W.A.

Campbell, Gordon, 41 Mount Street, Perth, W.A.

Cleave, T. A., Divisional Surveyor, Lands and Surveys Department, Perth, W.A.

Clement, J. R. S., 15 Howard Street, Perth, W.A.

Clifford, E. G., Department of Works, Queensland.

Cohen, John W., 24 Paterson Street, Launceston, Tasmania.

Cohn, W. J., Perth, W.A.

Considine, D. C., cor. May Street and Clifton Road, Narrogin, W.A.

Cornfield, V., 129 Pitt Street, Sydney, New South Wales.

Couper, A. D., 8 Wood Street, Swanbourne, W.A.

Cox, F. W., Katanning, W.A.

Croghan, K. J., Sydney, New South Wales.

Crowe, P. M., 1 Coulston Road, Greenmount, W.A.

Cruikshank, R. S., 42 St. George's Terrace, Perth, W.A.

Dain, D., 52 Woodroyd Street, Mt. Lawley, W.A.

Davies, H. V., R.A.A.F.

Dawson, W. A., Department of the Interior, Perth, W.A.

Dean, J. G. Y., Department of the Interior, Perth, W.A.

Dee, T. W. H., 133 Pitt Street, Sydney, New South Wales.

Denton, H. W., c/o Surveyor-General, Perth, W.A.

Driver, J. H., Alice Springs, Northern Territory.

Duke, C. E., Collie, W.A.

Dunne, H. A., Beacon, W.A.

Easton, W. R., 4 Crawley Avenue, Crawley, Perth, W.A.

Ewing, J. O., 20 Shearn Crescent, Scarborough, W.A.

Farrington, E. G., 23 Malcolm Street, North Beach, W.A.

Ferrier, J. W. H., 16 Clive Street, West Perth, W.A.

Findlay, C. L., Inspector of Plans and Surveys, Perth, W.A.

Fisher, M. M., Stoneham Road, Attadale, W.A.

Fitzpatrick, E. R., Lot 717, Griffin Crescent, Manning Park, W.A.

Fyfe, W. V., Surveyor-General, Perth, W.A.

Goodwin, J. T. H., Canberra, A.C.T.

Gordon, I. M., 35 Barrack Street, Perth, W.A.

Graham, Alexander, 66 St. George's Terrace, Perth, W.A.

Grigg, C. E., Tinaroo Falls, via Cairns, Queensland.

Hall, M. C., 19 Beatrice Street, Doubleview, W.A.

Harley, E. A., 88 David Street, Albany, W.A.

Hawking, R. B., c/o Surveyor-General, Perth, W.A.

Heather, D. S. B., Hamilton, New Zealand.

Henderson, W. G., c/o Surveyor-General, Perth, W.A.

Hicks, T. B., 287 Marmion Street, Cottesloe, W.A.

Hille, P. J., 25 Dampier Street, Geraldton, W.A.

Hope, L. C. A., Canberra, A.C.T.

Hope, P. G. S., Room 49, A.N.A. House, St. George's Terrace, Perth, W.A.

Hutchison, C. P., c/o Surveyor-General, Perth, W.A.

Jackson, T. C., Port Moresby, New Guinea.

Johns, W. F., 21 Ulster Road, Floreat Park, W.A.

Johnson, A. W., Middle Brighton, Victoria.

Johnson, W. F., c/o Surveyor-General, Perth, W.A.

Johnston, Edgar C., Melbourne, Victoria.

Johnston, F. M., Bungan Head Road, Newport Beach, N.S.W.

Keating, J. V., 18 Ferndale Street, Floreat Park, W.A.

Kirkby, S. L., c/o Surveyor-General, Perth, W.A.

Klamus, N. G., 29 Clifton Road, Clovelly, New South Wales.

Lavers, L. J., c/o National Mapping, Canberra, A.C.T.

Leahy, H. P. L., Post Office, Colac, Victoria.

Leviny, E. A., Hunter Street, Castlemaine, Victoria.

Lindsay, G. K., c/o Surveyor-General, Perth, W.A.

Lockwood, A. R., Farm 964, Griffith, New South Wales.

Lysons, E. W. M., New Plymouth, New Zealand.

MacDonald, D., 44 Scott Grove, Glen Iris, Victoria.

Martin, J. B., Lands Department, Sydney, New South Wales.

Martyr, W. B., Department of the Interior, Perth, W.A.

McFadden, J. R., c/o Surveyor-General, Perth, W.A.

McKinlay, N. E., Sydney, New South Wales.

McMullen, M. R., c/o Surveyor-General, Perth, W.A.

McNab, R. F., 12 Denbigh Road, Armadale, Victoria.

McNamara, B. A., c/o Surveyor-General, Perth, W.A.

McWhae, K. A., Augusta, W.A.

Medcalf, F. G., Serpentine Road, Albany, W.A.

Meharry, W. T., c/o Surveyor-General, Perth, W.A.

Mellows, Ernest J., 17 Woodsome Street, Mt. Lawley, W.A.

Midgley, A. J., Port Moresby, New Guinea.

Morgan, J. F., c/o Surveyor-General, Perth, W.A.

Morris, R., 3 Stroud Street, Geraldton, W.A.

Morrison, M. A., 11 Armadale Crescent, North Perth, W.A.

Moyle, J. J., Adelaide, South Australia.

Munsie, S. W., c/o Surveyor-General, Perth, W.A.

Murray, D. D., Department of the Interior, Perth, W.A.  
 Nelligan, P. F., c/o Surveyor-General, Perth, W.A.  
 Nicholas, M. A., c/o National-Mapping, Canberra, A.C.T.  
 Noble, C., White Lodge, Whydown, Bex-Hill-on-Sea, Sussex, England.  
 Norman, L. M., 54 Albany Highway, Albany, W.A.  
 Norris, W. M., Mudgee, New South Wales.  
 Nunn, G. W. M., Forests Department, Perth, W.A.  
 Nunn, J. A., 80 Webster Street, Nedlands, W.A.  
 O'Leary, R. V., 30 Seventh Avenue, South Perth, W.A.  
 Paine, H. L., 22 Leake Street, Cottesloe, W.A.  
 Pascoe, R. W., Sydney, New South Wales.  
 Percival, A., 44 National Circuit, Forrest, Canberra.  
 Potts, F. A., 21 Alvan Street, Mt. Lawley, W.A.  
 Pownall, K. A., c/o Surveyor-General, Perth, W.A.  
 Renou, F. G., Fiji.  
 Rich, C. E. H., 13 Clanalpine Street, Mosman, New South Wales.  
 Richter, A. H. J., c/o Surveyor-General, Perth, W.A.  
 Ritchie, S. J. L., 2 Waylen Street, East Guildford, W.A.  
 Robinson, E. L., Rotorua, New Zealand.  
 Rochfort, A. McK., 10 Hammond Street, Palmyra, W.A.  
 Rule, R. K., Carew Street, Katanning, W.A.  
 Rutherford, D., 63 Bedford Avenue, Subiaco.  
 Sanderson, A., India.  
 Sawley, F. L., Adelaide, South Australia.  
 Scouler, J. J. S., England.  
 Sewell, F. B., Kalamunda, W.A.  
 Smith, H. A., Main Roads Department, Perth, W.A.  
 Solly, J. B. T., 25 May Street, Bayswater, W.A.  
 Spigl, H. S., Government Astronomer, Perth, W.A.  
 Steffanoni, V. L., 32 Woodsome Street, Mt. Lawley, W.A.  
 Stokes, S. J., Divisional Surveyor, Lands and Surveys Department, Perth, W.A.  
 Stokes, S. W., 17 Castlereagh Street, Sydney, N.S.W.  
 Storr, G. M., c/o The University, Nedlands, W.A.  
 Sutton, E. H., 82 George Street, East Melbourne, Victoria.  
 Symons, A. T., 85 Walter Road, Inglewood, W.A.  
 Taylor, A. F., Kenya.  
 Taylor, R. D., Manjimup, W.A.  
 Thomas, L. R., Tambar Springs, New South Wales.  
 Thompson, F. K., 2 Spencer Street, Bunbury, W.A.  
 Thornton-Smith, G. J., The University, Melbourne, Victoria.  
 Townshend, A. J., 15 Boronia Crescent, City Beach, W.A.  
 Urbahns, J. H., Troy Terrace, Daglish, W.A.  
 Vance, T. A., 30 Laurel Grove, Blackburn, Victoria.  
 van Noort, P., c/o Surveyor-General, Perth, W.A.  
 Vines, G. D., Adelaide, South Australia.  
 Warren, C. W., 30 Anketell Street, South Perth, W.A.  
 Warrick, W. M., 11 Power Avenue, Toorak, Melbourne, Victoria.  
 Weir, F. C., 24 River Parade, Salter's Point, W.A.  
 Wheeler, W. A. P., Wellington, New Zealand.  
 White, R. L., c/o Surveyor-General, Perth, W.A.

S. J. STOKES,  
 Secretary, Land Surveyors' Licensing Board,  
 Perth.  
 5th January, 1959.

## 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.  
Moora Town Planning Scheme No. 1.

T.P.B. 853/3/11/1.

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1957, that the Hon. Minister for Town Planning approved of the Moora Road Board Town Planning Scheme No. 1, as published hereunder, on the 24th December, 1958.

J. A. HEPBURN,  
Chairman, Town Planning Board.

Town Planning and Development Act, 1928-1957.  
MOORA ROAD DISTRICT TOWN PLANNING SCHEME No. 1.

Part A.—Preliminary.

1. This Scheme is made in pursuance of section 7 of the Town Planning and Development Act, 1928-1957, for the purpose of dividing the Townsite of Moora into zones for the segregation of various occupations, the reservation of land for public purposes, and other purposes.

2. In this Scheme, the meanings as listed beside the following words shall be the meanings of the words:—

A Use Class.—Types of land or building use which have some similarity in nature or occupation and which can be conveniently grouped, shall constitute a "Use Class" and the name of the "Use Class" shall be that name which best describes the basic nature of the group.

Occupation.—An occupation shall include, as well as the fundamental use of land or building, any other use which is complementary to that use.

Responsible Authority shall mean the authority responsible for implementing the Scheme.

Scheme shall mean Moora Road District Town Planning Scheme No. 1.

Zoned Use shall mean the fundamental use or occupation for which a zone is intended.

Part B.—Zones and Reservations.

3. The gazetted Moora Townsite as defined by green outline on Plan No. 2A shall consist of—

- (a) Rural Area, consisting of all the land within the Townsite other than that coloured light blue on Plan No. 2A (referred to in the Zoning Table as Rural Zone);
- (b) Urban Area, consisting of all of the land coloured light blue on Plan No. 2A;

The Urban Area shall be divided into the following zones:—

- (i) Residential—coloured brown on Scheme, Map 2b.
- (ii) Commercial—coloured light blue on Scheme, Map 2b.
- (iii) Light Industrial—hatched purple on Scheme, Map 2b.
- (iv) General Industrial—purple on Scheme, Map 2b.
- (v) Depot—outlined in purple on Scheme, Map 2b.
- (vi) Stockyard—yellow on Scheme, Map 2b.

And Reservations—

- (1) Public buildings—red on Scheme, Map 2b.
- (2) Open spaces for recreation—green on Scheme, Map 2b.

4. For the purpose of classifying the various land and building uses under this Scheme, the following "Use Class" definitions are adopted. Each "Use Class" shall include, as well as the use type described as falling into that class, any other use, occupation, service or industry which is complementary to that use:—

- (1) Dwellings shall include either a single family dwelling or a multiple family dwelling, viz., cottage, flat building, attached cottages, hostel, unlicensed hotel, boarding house, etc.
- (2) Commerce shall include the buying, selling and/or exchanging of goods and/or services.
- (3) Light industry is industry in which the process does not cause nuisance by the emission of noise, vibration, smoke, smell, fumes, vapour, steam, grit, dust, oil, waste water or waste products.
- (4) Rural industry is industry concerned with the handling, treating, processing or packing of any product of a primary industry which cannot for economy or convenience be located away from the site of the primary industry.
- (5) Primary industry includes forestry, mining, agriculture, and the keeping of animals, birds or fish.
- (6) Noxious industry is any industry described in the Second Schedule of the Health Act, 1911-1954, and any other trade declared to be offensive under the provisions of the Health Act, 1911-1954.
- (7) General industry is any other industry not light, rural, primary or noxious.
- (8) Public buildings are those publicly or privately owned places of assembly for entertainment, worship, education or recreation, viz., church, cinema, non-residential club, which require no special siting conditions by virtue of size or pedestrian or vehicular traffic or other nuisance.

- (9) Special public buildings and places of assembly include those publicly or privately owned places of assembly for entertainment, worship, education or recreation, viz., hospital, school, stadium, cemetery, showground, which require special siting conditions by virtue of size or pedestrian or vehicular traffic nuisance or other nuisance.
- (10) Depots include all buildings or land used for the storage of goods, material or equipment, viz., Government works depot, builder's yard, transport depot, pending its being used in or disposed of through industry or commerce, but does not include such industry or commerce.
- (11) Outdoor recreation shall include public parks or gardens, playing fields or playgrounds and private open spaces other than those falling into other classes.
- (12) Car parking and roads.

5. The establishing of any new use or the changing or extending of any existing use of land or buildings within the Townsite of Moora will be subject to restriction or direction as a "Use Class" under this Scheme and such restriction or direction will be in accordance with the following Zoning Table. The meanings of the various symbols will be as follows:—

Use Class	Zones							Reservations	
	Residential	Comm.	Light Industry	General Industry	Depot	Stock Yard	Rural	Public Buildings	Open spaces for recreation
1	P.	P. 3	P. 3	P. 3	P. 3	P. 3	P. 3	P. 3	P. 3
2	P. 1	P	X	X	X	X	X	X	X
3	X	X	P	P. 5	X	X	X	X	X
4	X	X	X	X	X	X	P. 5	X	X
5	P. 2	X	X	X	X	P. 5	P	X	P. 5
6	X	X	X	X	X	X	P. 5	X	X
7	X	X	X	P	X	X	X	X	X
8	P. 5	P. 5	X	X	X	X	P. 5	P. 5	P. 5
9	P. 5	X	X	X	X	X	P. 5	P. 5	P. 5
10	X	X	X	X	P	X	P. 5	X	X
11	P	P	P	P	P	P	P	P	P
12	P	P	P	P	P	P	P	P	P

P.—Permitted as the Zoned Use with no restrictions under this Scheme.

P1—Permitted provided that it is in the nature of the provision of a service of a consultative or advisory nature and is contained within a building which complies in all respects with the construction, siting and size provisions of the Building By-law as it applies to single family dwellings.

P2—Permitted provided that—

- (a) any building or structure associated therewith complies in all respects with the construction, siting and size provisions of the Building By-law as it applies to single family dwellings; and
- (b) its emission of noise, smell, waste products, etc., do not constitute a nuisance to the residential area.

P3—Permitted provided that it is the place of residence of the proprietor or caretaker of the Zoned Use and is contained on the same subdivisional lot as the Zoned Use.

P4—Permitted as separate Light Industry not complementary to the Zoned Use, at the rear of existing subdivisional lots bounded by Roberts Street, Padbury Street, Clinch Street and Moore Street: provided that the existing lot is subdivided to provide for the new rear lot (on which the occupation can be Light Industry) to be no closer than one and a half chains to and have no right-of-way to Roberts, Padbury, Moore, Clinch and Dandaragan Streets.

P5—Permitted subject to any siting, location or other restrictions imposed by the responsible authority.

X—Not permitted.

6. Permission to establish a use or change or extend an existing use in the Townsite of Moora in accordance with this Scheme applies only to the use of the building or land and not to the construction, siting or size of buildings or other structures on the site, which matters will be subject to control under existing gazetted Building and other by-laws.

7. (a) If, at the date of gazettal of this Scheme, a building or land is being lawfully used for any purpose, such use may continue, even though contrary to the provisions of this Scheme while ever that use and the buildings or structures and land appertaining to it remain unchanged.

(b) Subject to the approval in writing of the responsible authority, an existing use may be changed to any other use within the same "Use Class."

(c) The extending, enlarging or adding to in any way or the repairing or rebuilding of such parts of the buildings or structures that may have been damaged by fire or any other cause (where that part amounts to 75 per cent. or more of the existing building) or the re-establishment of that use after it has ceased for twelve months or more, shall be regarded under this Scheme as a new use and as such is subject to the provisions of clause 5.

8. A building or land shall be deemed to be used at a given date for a particular purpose if—

- (a) in the case of land not being used at that time it had, at any time during the preceding twelve months, been used for that purpose; or
- (b) at that time a building or works was being lawfully constructed for that purpose for which purpose a building permit allowed it to be constructed; or
- (c) although no building or works was at that time being constructed for that purpose and a contract had been entered into in respect of any aspect of that building or works.

9. After the date of gazettal of this Scheme no subdivisional lot shall contain more than one occupation.

10. Where land, other than land vested in the responsible authority, is shown on Plan No. 2b. as a reservation for public buildings or open spaces for recreation, it shall be reserved for that purpose and provisions of clause 7 shall apply thereto.

11. The responsible authority may at any time acquire land which has been reserved under clause 10 for use for the purpose for which that land was reserved.

12. The responsible authority shall at the request of the owner acquire land which has been reserved under clause 10.

13. The owner of land reserved under clause 10 shall be entitled to claim compensation under section 11 of the Town Planning and Development Act, and any compensation obtained by him shall be taken into account in assessing compensation to be paid by the responsible authority upon its acquiring the land subsequently under clause 12.

#### Part C.—Administration.

14. The authority responsible for the implementation of this Scheme shall be the Moora District Road Board.

15. Application for consent under this Scheme to establish a new use or to change or extend an existing use of land or buildings shall be made to the responsible authority in writing, giving such information as the responsible authority may nominate.

16. Within sixty days of the receipt of such application the responsible authority shall notify the applicant in writing of its decision and the reasons for the decision and any consent given either with or without conditions shall lapse after six months and thenceforth the provisions of clause 8 shall prevail.

17. If any use of land or buildings is established or continued contrary to the provisions of this Scheme, the responsible authority may, after giving seven days' notice by registered mail to the proprietor of that use, exercise the provisions of section 10 of the Town Planning and Development Act, 1928-1957.

Approved by resolution of the Moora District Road Board.

A. S. CRANE,  
Chairman.

R. WITTBBER,  
Secretary.

17th December, 1958.

Recommended—

J. A. HEPBURN,  
Chairman, Town Planning Board.

23rd December, 1958.

Approved—

F. J. S. WISE,  
Minister for Town Planning.

24th December, 1958.

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

Mosman Park Road Board.

Proposed Amendment to Zoning By-laws.

T.P.B. 853/2/18/1.

NOTICE is hereby given that it is the Board's intention to submit amendments to its Zoning By-laws for necessary approval.

The effect of the proposed amendments will vary the existing Residential and Industrial Areas and full details of the proposal may be obtained from the Board's Secretary.

Any person opposed to the approval is required to provide full written details of all objections before 29th April, 1959.

J. A. SMALLMAN,  
Secretary.

## 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 Halls 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.

Dumbleyung Hospital—Repairs and Renovations (13593); 10th February, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Police Station, Dumbleyung, on and after 27th January, 1959.

Goomalling School—Additions (13594); 10th February, 1959; conditions may be seen at the Contractor's Room, P.W.D., Perth and Northam, and at Police Station, Goomalling, on and after 27th 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.

Kukerin School—Additions (13595); 10th February, 1959, conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Dumbleyung Police Station, on and after 27th January, 1959.

Muresk Agricultural College—New Amenities Block (13596); 10th February, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, on and after 27th January, 1959.

Fremantle Hospital—Installation of Lift (13597); 24th February, 1959; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th 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.

16th January, 1959.

## THE RURAL AND INDUSTRIES BANK.

(Contract No. 13586.)

TENDERS are invited for the installation of septic tank at the Kununoppin Branch of the Rural and Industries Bank.

Tenders will be received up to 2.30 p.m. on Tuesday, 3rd February, 1959, and should be addressed to "The Hon. Minister for Works, Perth" and marked "Tender for Kununoppin R. & I. Bank."

Drawings and specifications may be seen at the Contract Office, Public Works Department, Perth, Public Works Department, Merredin, and at the Kununoppin Branch of the Bank, on and after 20th January, 1959.

The lowest or any tender not necessarily accepted.

A. E. CLARE,

Principal Architect.

P.W. 1094/57

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

## LAND RESUMPTION

*Controlled Access Link Road and Subsidiary Roads from Perth-Kwinana Controlled Access Road to South Terrace, Fremantle*

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Fremantle Townsite and Cockburn Sound District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor and Administrator, acting by and with the advice of the Executive Council, dated the 10th day of December, 1958, been set apart, taken, or resumed for the purposes of the following public work, namely :—Controlled Access Link Road and Subsidiary Roads, from Perth-Kwinana Controlled Access Road to South Terrace, Fremantle.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 36441 (L.T.O. Plans 7217, 7218), which may be inspected at the Office of the Minister for Works, Perth.

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

## SCHEDULE

No. on Plan P.W.D., W.A., No. 36441	Owner or Reputed Owner	Description	Area
1	Fremantle Municipal Council	Fremantle Town Lot 1709 (Certificate of Title Volume 779, Folio 183)	a. r. p. 1 0 11
2	City of Fremantle	Portion of Cockburn Sound Location 203 and being Lot 6 on L.T.O. Plan 2019 (Certificate of Title Volume 1043, Folio 294)	0 0 19.4
3 and 4	Gwendoline Mabel Solomon and Ivy Beatrice Solomon	Portions of Cockburn Sound Location 203 and being Lots 7 and 8 on L.T.O. Plan 2019 (Certificate of Title Volume 1043, Folio 295)	0 0 38.2
5	Adeline Lois Hayton	Portion of Cockburn Sound Location 203 and being Lot 10 on L.T.O. Plan 2019 (Certificate of Title Volume 1043, Folio 697)	0 0 18.7
6 and 7	Adeline Lois Hayton	Portions of Cockburn Sound Location 203 and being Lots 11 and 12 on L.T.O. Plan 2019 (Certificate of Title Volume 1043, Folio 427)	0 0 37
8, 9, 10, 13, 14, 15, 17, 19, 16 and 18	Fremantle Municipal Council	Portions of Cockburn Sound Location 203, being part of Lots 17, 16, 15 and 34, the whole of Lots 35, 36, 37 and 60 and part of Lots 38 and 59 on L.T.O. Plan 2019 and being part of the land comprised in Certificate of Title Volume 825, Folio 74	0 3 26.2
11	Adeline Lois Hayton	Portion of Cockburn Sound Location 203 and being Lot 14 on L.T.O. Plan 2019 (Certificate of Title Volume 293, Folio 109)	0 0 19
20 to 24 (inclusive)	City of Fremantle	Portions of Cockburn Sound Locations 41 and 70, being part of Lots 10, 9, 8 and 7 and the whole of Lot 6 on L.T.O. Diagram 2492 and being part of the land comprised in Certificate of Title Volume 379, Folio 173	4 1 35.9
25	Fremantle Municipal Council	Portion of Cockburn Sound Location 203 and being part of the land comprised in Certificate of Title Volume 825, Folio 74	0 1 24.5
26	The State Electricity Commission of Western Australia	Portion of Cockburn Sound Location 5, being part of Lot 1 on L.T.O. Plan 2513 and being part of the land comprised in Certificate of Title Volume 1202, Folio 142	1 0 21.6
27, 28 and 30	Spiro Novak	Portions of Cockburn Sound Location 222, being Lots 76, 69 and 70 on L.T.O. Plan 5777 and being part of the land comprised in Certificate of Title Volume 1163, Folio 98	0 2 28
29	Eileen Muriel Spencer	Portion of Cockburn Sound Location 222 and being Lot 75 on L.T.O. Plan 5777 (Certificate of Title Volume 1190, Folio 919)	0 0 36
31	Crown	Portion of Cockburn Sound Location 222 and being Lot 52 on L.T.O. Plan 5777 (Certificate of Title Volume 1113, Folio 627)	0 0 36
32	Jerry Govorchin	Portion of Cockburn Sound Location 222 and being Lot 51 on L.T.O. Plan 5777 (Certificate of Title Volume 1112, Folio 924)	0 0 36
33	Marko Ngosko Petkovich	Portion of Cockburn Sound Location 222, being part of Lot 48 on L.T.O. Plan 5777 and being part of the land comprised in Certificate of Title Volume 1132, Folio 150	0 2 34.6
34 and 34A	Henry Oliver Marks and Francis George Murphy	Portions of Cockburn Sound Location 222, being parts of Lot 1 on L.T.O. Diagram 16900 and being part of the land comprised in Certificate of Title Volume 1150, Folio 649	0 1 23.5

SCHEDULE—*continued*

No. on Plan P.W.D., W.A., No. 36441	Owner or Reputed Owner	Description	Area
35 and 35A	Leslie Norman Aitken ....	Portions of Cockburn Sound Location 222, being parts of Lot 2 on L.T.O. Diagram 16900 and being part of the land comprised in Certificate of Title Volume 1150, Folio 675	a. r. p. 0 2 13.7
36 and 36A	George Frederick Parkinson ....	Portions of Cockburn Sound Location 222, being parts of Lot 47 on L.T.O. Plan 5777 and being part of the land comprised in Certificate of Title Volume 1082, Folio 69	1 2 9.6
37 and 37A	Willoughby Arthur Showell ....	Portions of Cockburn Sound Location 10, being parts of Lot 37 on L.T.O. Plan 2905 and being part of the land comprised in Certificate of Title Volume 442, Folio 4	0 0 37
38	Fremantle Road Board ....	Portion of Cockburn Sound Location 5, being part of Lot 2 on L.T.O. Diagram 16931 and being part of the land comprised in Certificate of Title Volume 1152, Folio 265	0 0 18.2
39	Bozan Jakovich ....	Portion of Cockburn Sound Location 10, being part of Lot 1 on L.T.O. Diagram 18597 and being part of the land comprised in Certificate of Title Volume 1176, Folio 706	0 0 36.7
40	Crown ....	Portion of Cockburn Sound Location 10 and being Lot 2 on L.T.O. Diagram 18597 (Certificate of Title Volume 1176, Folio 707)	0 0 36
41	Ernesto Ricci ....	Portion of Cockburn Sound Location 10 and being Lot 3 on L.T.O. Diagram 18597 (Certificate of Title Volume 1176, Folio 708)	0 0 36
42	Domenico Nodari ....	Portion of Cockburn Sound Location 10, being part of Lot 4 on L.T.O. Diagram 18597 and being part of the land comprised in Certificate of Title Volume 1176, Folio 709	0 0 9.6
43	Luigi Nodari ....	Portion of Cockburn Sound Location 10, being part of Lot 5 on L.T.O. Diagram 18597 and being part of the land comprised in Certificate of Title Volume 1176, Folio 710	0 0 0.1
44	Bortolo Ricci ....	Portion of Cockburn Sound Location 10, being part of Lot 41 on L.T.O. Plan 627 and being part of the land comprised in Certificate of Title Volume 1176, Folio 716	2 1 13
45	George Robb ....	Portion of Cockburn Sound Location 10, being part of the Western portion of Lot 4 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Enrolment 42	0 3 36.4
46	Clive James Bass ....	Portion of Cockburn Sound Location 10, being part of Lot 2, the subject of L.T.O. Diagram 10962 and being part of the land comprised in Certificate of Title Volume 1071, Folio 540	0 1 39.4
47 and 47A	Cockburn Road Board ....	Portions of Cockburn Sound Location 1785, being parts of Reserve 24550	0 0 17.2
58	George Edward Lawrence and Annie Louisa Lawrence	Portion of Cockburn Sound Location 10, being part of Lot 309 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1192, Folio 832	0 0 12
63	The State Housing Commission (Registered Owner), Alexander John Reid (Purchaser)	Portion of Cockburn Sound Location 10, being part of Lot 355 on L.T.O. Diagram 21506 and being part of the land comprised in Certificate of Title Volume 1206, Folio 457	0 0 2.4
64	The State Housing Commission (Registered Owner), Christian Neil Jensen (Purchaser)	Portion of Cockburn Sound Location 10, being part of Lot 317 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1206, Folio 158	0 0 1.6
65	The State Housing Commission (Registered Owner), E. H. Van Waardenberg (Purchaser)	Portion of Cockburn Sound Location 10, being part of Lot 318 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1212, Folio 515	0 0 1.4
67	The State Housing Commission (Registered Owner), Leonard Harold Stratton (Purchaser)	Portion of Cockburn Sound Location 1830 ....	0 0 0.9
83	Lillian May McPhee ....	Portion of Cockburn Sound Location 10, being part of Lot 339 on L.T.O. Plan 6719 and being part of the land comprised in Certificate of Title Volume 1192, Folio 339	0 1 10.5
86	William Frederick Johnson and Annie Coombe Masterton Johnson	Portion of Cockburn Sound Location 10, being part of Lot 2 on L.T.O. Diagram 2475 and being part of the land comprised in Certificate of Title Volume 383, Folio 84	0 1 35.6
87	Antonio Calameri and Annie Katina Calameri	Portion of Cockburn Sound Location 10, being part of Lot 11 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Certificate of Title Volume 1166, Folio 281	0 0 0.2
88	Crown ....	Portion of Cockburn Sound Location 1791, being part of Reserve 8660	0 3 8.7

## SCHEDULE—continued

No. on Plan P.W.D., W.A., No. 36441	Owner or Reputed Owner	Description	Area		
			a.	r.	p.
89	Crown ....	Portion of Cockburn Sound Location 1769, being part of Reserve 8660	0	1	25.8
90	Olive McFarlane ....	Portion of Cockburn Sound Location 10, being part of Lot 4 on L.T.O. Diagram 2475 and being part of the land comprised in Certificate of Title Volume 1177, Folio 486	0	1	17.5
91	Giacomo Fortini and Maria Pierina Fortini	Portion of Cockburn Sound Location 10, being part of Lot 3 on L.T.O. Diagram 3961 and being part of the land comprised in Certificate of Title Volume 631, Folio 179	0	1	8.5
92	Petar Yerkovich ....	Portion of Cockburn Sound Location 10, being part of Lot 2 on L.T.O. Diagram 3961 and being part of the land comprised in Certificate of Title Volume 1086, Folio 662	0	0	12.6
93	Valma Joy Paganoni ....	Portion of Cockburn Sound Location 10, being part of Lot 4 on L.T.O. Diagram 3961 and being part of the land comprised in Certificate of Title Volume 664, Folio 14	0	0	2.9
94	Edwin John Follington (Junior) ....	Portion of Cockburn Sound Location 10, being part of Lot 1 on L.T.O. Diagram 3961 and being part of the land comprised in Certificate of Title Volume 1028, Folio 112	1	3	31.4
95	Ludovico Gianoli ....	Portion of Cockburn Sound Location 10, being part of the land on L.T.O. Diagram 3962 and being part of the land comprised in Certificate of Title Volume 594, Folio 155	2	0	3
96	William George Sayers ....	Portion of Cockburn Sound Location 10, being part of Lot 22 on L.T.O. Diagram 2320 and being part of the land comprised in Certificate of Title Volume 770, Folio 104	0	0	6.3
97	Annie Ivankovich ....	Portion of Cockburn Sound Location 10, being part of Lot 23 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Certificate of Title Volume 343, Folio 11	1	1	36
98	Giacomo Fortini and Maria Fortini ....	Portion of Cockburn Sound Location 10, being parts of Lot 2 on L.T.O. Diagram 2279 and being part of the land comprised in Certificate of Title Volume 1209, Folio 857	0	2	27.7
99	Leslie John Madelena ....	Portion of Cockburn Sound Location 10, being part of Lot 8 on L.T.O. Diagram 18874 and being part of the land comprised in Certificate of Title Volume 1190, Folio 128	2	2	16
100 and 100A	Roy Alfred Weistead Gray ....	Portions of Cockburn Sound Location 10, being parts of Lot 11 on L.T.O. Diagram 22946 (formerly part of Lot 27 on L.T.O. Plan 2073) and being part of the land comprised in Certificate of Title Volume 1214, Folio 99	1	0	15.1
101 and 101A	Olive Downing Gray and Roy William Gray	Portions of Cockburn Sound Location 10, being parts of Lots 10 and 12 on L.T.O. Diagram 22946 (formerly part of Lot 27 on L.T.O. Plan 2073) and being part of the land comprised in Certificate of Title Volume 1100, Folio 973	1	1	35.1
103 and 103A	Lewis James Tognolini and Rita Tognolini	Portion of Cockburn Sound Location 10, being part of Lot 1 on L.T.O. Diagram 2300 and being part of the land comprised in Certificate of Title Volume 1081, Folio 363	0	1	8.7
104 and 104A	Chey Raja O'Neill ....	Portion of Cockburn Sound Location 10, being parts of Lot 29 on L.T.O. Plan 2073 (Sheet 1) and being part of the land comprised in Certificate of Title Volume 1002, Folio 314	0	0	15.8
105	Biaggio Benedeto Rabbone ....	Portion of Cockburn Sound Location 550, being part of Lot 18 on L.T.O. Plan 6088 and being part of the land comprised in Certificate of Title Volume 1149, Folio 447	0	0	34.1
106 to 112 (inclusive), 106A to 109A (inclusive), 111A and 112A	The Trustees of the University Endowment	Portions of Cockburn Sound Locations 550, being parts of Lots 19, 25, 26, 27, 28, 29 and 30 on L.T.O. Plan 6088 and being part of the land comprised in Certificate of Title Volume 311, Folio 115	8	2	23.4

Certified correct this 3rd day of December, 1958.

JOHN T. TONKIN,  
Minister for Works.J. P. DWYER,  
Lieutenant-Governor and Administrator  
in Executive Council.

Dated this 10th day of December, 1958.

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 Victoria District, for the purpose of the following public work, namely, widening Mingenew-Mullewa Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1364, 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	Leslie Percival Pettit ....	L. P. Pettit ....	Portion of Victoria Location 1904 and being part of Lot M298 on Plan 2914 (Certificate of Title Volume 1165, Folio 674)	a. r. p. 6 2 7 (approx.)

Dated this 7th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 17/52

*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 Swan District, for the purpose of the following public work, namely, widening Midland Junction-Meekatharra Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1114 Bk. 1, 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	Charles Roy Baldwin Devenish, executor in the will of Louis John Spice (deceased)	C. R. B. Devenish ....	Portion of Swan Location 99, the subject of Plan 6477 (Certificate of Title Volume 1176, Folio 351)	a. r. p. 0 0 16.8 (approx.)

Dated this 8th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 924/54

*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 Mount Barker-Kalgan River Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 528, 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 Newman Rischbieth	A. N. Rischbieth ....	Portion of Plantagenet Location 645 (Certificate of Title Volume 1038, Folio 862)	a. r. p. 0 2 1.4
2	Andrew Maxwell Wright and William Gordon Wright	A. M. and W. G. Wright ....	Portion of Plantagenet Location 1272 (Certificate of Title Volume 617, Folio 176)	0 0 28.5

Dated this 8th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 971/55

*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, widening North Bannister-Wandering-Pingelly Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 2558, 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	Leslie Samuel Watts ....	L. S. Watts ....	Portion of Avon Locations 3218, 5433 and 4352 (Certificate of Title Volume 1033, Folio 993)	a. r. p. 0 3 18 (approx.)
2	Leslie Samuel Watts ....	L. S. Watts ....	Portion of Avon Location 5454 (Certificate of Title Volume 1180, Folio 427)	0 0 17 (approx.)

Dated this 12th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 827/52

*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 Perth-Albany Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 2441, 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	Robert Emile Ackley ....	R. E. Ackley ....	Portion of Plantagenet Location 49 (Certificate of Title Volume 1184, Folio 356)	a. r. p. 5 0 20

This notice supersedes Item 5 of the Notice of Intention to Resume published on page 3206 of the *Government Gazette* of the 12th December, 1958.

Dated this 14th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 76/47

*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 Williams-Narrogin-Kondinin Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 1448, 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 Francis Young ....	J. F. Young ....	Portion of Avon Location 15104 (Certificate of Title Volume 1019, Folio 60)	a. r. p. 0 0 1.8
2	Andrew Oliver ....	A. Oliver ....	Portion of Avon Location 12735 (Certificate of Title Volume 1114, Folio 331)	0 3 36

Dated this 12th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 41/48

*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 Kelmscott District, for the purpose of the following public work, namely, widening Armadale-Brookton Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 2611, 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	Cicely St. Maur Watson ....	C. St. Maur Watson ....	Portion of Kelmscott Suburban Lot 33 and being part of Lot 5 on Diagram 23521 (Certificate of Title Volume 1132, Folio 816)	a. r. p. 0 0 5 (approx.)
2	Wladyszaw Jasek and Barbara Jasek	W. and B. Jasek ....	Portion of Kelmscott Suburban Lot P11 (Certificate of Title Volume 1218, Folio 179)	0 0 29 (approx.)
3	Frederick John Newton Taylor and Eleanor Catherine Taylor	F. J. N. and E. C. Taylor	Portion of Kelmscott Suburban Lot 32 and being part of Lot 4 on Diagram 15370 (Certificate of Title Volume 1131, Folio 339)	0 0 3 (approx.)

This notice supersedes Items 2, 5 and 11 of the Notice of Intention to Resume published on page 3303 of the *Government Gazette* of the 19th December, 1958.

Dated this 13th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 719/54

*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 Victoria District, for the purpose of the following public work, namely, widening and deviating Mingenew-Morawa Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 1445, 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	Margaret Kerr ....	M. Kerr ....	Portion of Victoria Location 1909 and being part of Lot 69 on Plan 2645 (Certificate of Title Volume 396, Folio 9)	a. r. p. 0 2 8 (approx.)
2	Cornelius Francis Ryan ....	C. F. Ryan ....	Portion of Victoria Location 784 (Certificate of Title Volume 215, Folio 136)	0 2 21 (approx.)
3	Cornelius Francis Ryan ....	C. F. Ryan ....	Portion of Victoria Location 1909 and being part of Lot M336 on Plan 2968 (Certificate of Title Volume 1207, Folio 343)	0 3 14 (approx.)
4	George Ambros Flowers and Susan Ruby Flowers	G. A. and S. R. Flowers ....	Portion of Victoria Location 1909 and being part of Lot 65 on Plan 4423 (Certificate of Title Volume 1132, Folio 486)	1 2 27 (approx.)
5	The Crown ....	Leslie Victor Fowler (Subject of Crown Lease 1596/1920)	Portion of Victoria Location 1909 and being part of Lot 66 on Plan 4423 (Certificate of Title Volume 704, Folio 75)	0 0 6 (approx.)

Dated this 14th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 1031/57

*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 Dardanup District, for the purpose of the following public work, namely, widening Armadale-Pemberton Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 1444, 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	Westralian Farmers' Co-Operative Ltd.	Westralian Farmers' Co-Operative Ltd.	Portion of Dardanup Lot 33 and being part of Lot 2 on Diagram 14878 (Certificate of Title Volume 1125, Folio 261)	a. r. p. 0 0 24 (approx.)
2	Elder Smith & Co. Ltd. ....	Elder Smith & Co. Ltd. ....	Portion of Dardanup Lot 33 on Diagram 7903 (Certificate of Title Volume 1024, Folio 372)	0 1 6 (approx.)
3	Frank Evans Venn (jnr.) and Zoe Marjorie Venn	F. E. Venn (jnr.) and Z. M. Venn	Portion of Dardanup Estate Lot 31 (Certificate of Title Volume 1063, Folio 289)	0 1 34 (approx.)
4	Clarence Henry Warne Wicksteed	C. H. W. Wicksteed ....	Portion of Dardanup Estate Lot 32 (Certificate of Title Volume 1137, Folio 268)	1 1 22 (approx.)

Dated this 12th day of January, 1959.

F. PARRICK,  
Secretary, Main Roads.

L. &amp; S. 3984/52

*Public Works Act, 1902-1956; Road Districts Act, 1919-1956*

## 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 compulsorily acquire, on behalf of the Bruce Rock Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Avon District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan, L.S., W.A., 401, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Bruce Rock Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Thomas Henry Goodman ....	R. H. Brown ....	Portion of Avon Location 19333 (Crown Lease 438/1951)	a. r. p. 20 2 8

Dated this 14th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 683/55

*Public Works Act, 1902-1956; Road Districts Act, 1919-1956*

## 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 compulsorily acquire, on behalf of the Wongan-Ballidu Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Ninghan District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan, L.S., W.A., 343, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Wongan-Ballidu Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Mervyn Bishop ....	M. Bishop ....	Portion of Ninghan Location 2360 (Crown Lease 136/1939)	a. r. p. 4 2 37

Dated this 14th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.

*Public Works Act, 1902-1956; Road Districts Act, 1919-1956*

L. &amp; S. 1303/54

## 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 compulsorily acquire, on behalf of the Upper Blackwood Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Nelson District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan, L.S., W.A., 317, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Upper Blackwood Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Kevin Eric Miller ....	K. E. Miller ....	Portion of Nelson Location 2930 (Certificate of Title Volume 1106, Folio 586)	a. r. p. 0 0 18.4
John Reginald Purse ....	J. R. Purse ....	Portion of Nelson Location 6227 (Certificate of Title Volume 1142, Folio 964)	2 1 7
The Minister of Water Supply, Sewerage and Drainage	Vacant ....	Portion of each of Nelson Locations 6227 and 6430 and being part of the land on L.T.O. Plan 6232 (Certificate of Title Volume 1204, Folio 405)	4 3 12
Eric Alexander Miller, Kevin Eric Miller, Graham Dudley Miller, David Ian Miller, Irene May Miller	E. A., K. E., G. D., D. I. and I. M. Miller	Portion of Nelson Location 6430 and being part of Lot 1 on L.T.O. Diagram 16237 (Certificate of Title Volume 1148, Folio 442)	5 3 14
Lawrence Tyrrell Knapp ....	L. T. Knapp ....	Portion of Nelson Location 2286 (Certificate of Title Volume 958, Folio 43)	3 2 32

Dated this 14th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.*Public Works Act, 1902-1956; Road Districts Act, 1919-1956*

L. &amp; S. 115/51

## 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 compulsorily acquire, on behalf of the Kellerberrin Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Avon District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 389 and 374, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Kellerberrin Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Trevor Walter Richard Woollorton	T. W. R. Woollorton ....	Portion of Avon Locations 25229 and 24486 (Crown Lease 81/1949)	a. r. p. 15 2 6
Herbert Charles Jennings ....	H. C. Jennings ....	Portion of Avon Location 25051 (Conditional Purchase Lease 347/6514)	14 1 31
Herbert Charles Jennings ....	H. C. Jennings ....	Portion of Avon Location 22289 (Certificate of Title Volume 1199, Folio 867)	1 3 31.4
James Ernest Arthur and Florence Patricia Arthur	J. E. and F. P. Arthur ....	Portion of Avon Location 22229 (Certificate of Title Volume 1110, Folio 276)	1 1 33.2

Dated this 14th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.*Public Works Act, 1902-1956; Road Districts Act, 1919-1956*

L. &amp; S. 591/39

## 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 compulsorily acquire, on behalf of the Marradong Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Wellington District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 388, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Marradong Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Thomas Curnow ....	T. Curnow ....	Portions of Wellington Locations 1205 and 2402 (Certificate of Title Volume 1167, Folio 799, and Volume 1087, Folio 224, respectively)	a. r. p. 5 0 7
John Osborne Fletcher ....	J. O. Fletcher ....	Portions of Wellington Locations 3306 and 3307 (Certificate of Title Volume 1203, Folio 320, and Volume 1203, Folio 321, respectively)	4 2 37
John Osborne Fletcher ....	J. O. Fletcher ....	Portion of Wellington Location 1409 (Certificate of Title Volume 860, Folio 35)	0 0 39.9

Dated this 14th day of January, 1959.

F. C. SMITH,  
Under Secretary for Lands.

## MUNICIPAL CORPORATIONS ACT, 1906-1953.

Municipality of Boulder.

Notice of Intention to Borrow.

Proposed Loan (No. 27) of £5,000.

PURSUANT to section 449 of the Municipal Corporations Act, 1906-1953, the Municipality of Boulder hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £5,000, for five (5) years, with interest at the rate of £5 7s. 6d. per cent. per annum, repayable at the Commonwealth Bank of Australia, Perth, by 10 equal half-yearly instalments of principal and interest. Purpose: To finance the installation of septic tanks in various areas of the Municipality of Boulder.

Plans and specifications and statement required by section 448 are open for inspection of ratepayers at the office of the Council for six weeks after the last publication of this notice, during office hours.

A. A. J. GILLESPIE, J.P.,  
Mayor.

C. L. McLLHENNEY,  
Town Clerk.

## ROAD DISTRICTS ACT, 1919-1954.

Belmont Park Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 43) of £10,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1954, the Belmont Park Road Board hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purposes:—Ten thousand pounds (£10,000), for twenty (20) years, with interest at a rate not exceeding five pounds ten shillings (£5½) per cent. per annum, repayable at Perth, Western Australia, by 40 equal half-yearly instalments of principal and interest.

Purposes: For the construction of public change rooms, toilet facilities and refreshment kiosks on lots 27 and 28 of Swan Location 34 (Springs Reserve, Rivervale) and lot 24 of Swan Location 30 (The Esplanade, Ascot) with incidental earthworks, retaining walls, drainage, professional fees and the expenses in connection with the raising of the loan.

Plans and specifications and an estimate of the cost thereof and statement required by section 297 are open for the inspection of ratepayers at the office of the Board for one month after the 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 benefit to the whole of the Belmont Park Road District and any rate applicable to such loan will be levied on all rateable land in the district.

Subject to the approval of the Hon. the Minister, it is proposed to lease the kiosk to be erected on lot 24, The Esplanade, to Mr. W. F. McGovern, for a period of 20 years free of rental, subject to his maintaining in a clean condition free of cost to the board, the public change rooms and toilet facilities to be erected in conjunction with such kiosk.

Dated this 9th day of January, 1959.

P. J. FAULKNER,  
Chairman.

W. G. KLENK,  
Secretary.

## VETERINARY ACT, 1911.

Department of Agriculture,  
Perth, 9th January, 1959.

IT is hereby notified, for general information, that the undermentioned persons are registered under the above Act:—

## Veterinary Surgeons.

- Burrows, H. J., D.V.M. (St. Joseph's, Missouri), Northam.  
 Clark, A. McK., L.V.Sc., 47 Rookwood Street, Mount Lawley.  
 Edwards, M. J., B.V.Sc., 20 Stephen Street, Bunbury.  
 Harley, R., M.R.C.V.S., Department of Agriculture, Bunbury.  
 Harwood, P. M. A., M.R.C.V.S., Glebe Road, Darlington.  
 Hogarth, T. W., D.V.M. (Toronto), Devon Road, Swanbourne.  
 Huddleston, A. W., B.V.Sc., 307 Great Eastern Highway, Belmont Park.  
 Lange, H. D., D.V.M. (Grissen), 74 Stirling Street, Perth.  
 Lewis, P. B., B.V.Sc., 15 Duffield Street, Manjimup.  
 Löcher, H. W. R., Med.Vet. (Berlin), Busselton.  
 Newlands, R. W., B.V.Sc., Harvey.  
 Owens, C. P., M.R.C.V.S., 230 Douglas Avenue, South Perth.  
 Proctor, K., B.V.Sc., Pinjarra.  
 Shilkin, J., B.V.Sc., 39 Nicholson Road, Subiaco.  
 Sier, A. M., B.V.Sc., Brunswick Junction.  
 Speirs, L. W., B.V.Sc., 3 Riverview Street, East Victoria Park.  
 Stein, B., D.V.Sc. (Lwow), 52 Salvado Road, Wembley.  
 Trtica, M., D.V.M. (Giessen), Young Street, Harvey.  
 Ward, G. A. L. (Mrs.), B.V.Sc., 597-601 Stirling Highway, Cottesloe.  
 Ward, G. W., B.V.Sc., H.D.A.; 597-601 Stirling Highway, Cottesloe.  
 Wilkinson, F. C., B.V.Sc., 168 London Street, Joon-danna Heights.  
 Williams, C. M. (Mrs.), B.V.Sc., 3 Second Avenue, Mount Lawley.

## Veterinary Practitioners.

- Bradley, A. H., 2 Loftus Street, West Perth.  
 Burton, W. E., 250 Safety Bay Road, Safety Bay.  
 Howling, H., cor. Hay and Milligan Streets, Perth.  
 Stewart, A. D., 1 Helena Street, East Guildford.  
 Stuart, E. J., Bridgetown.

## Persons Granted Permits to Perform Veterinary Work for Reward under the Amendment Act of 1923.

- Anderson, R., Box 31, Manjimup.  
 Blight, L. R., Corrigin.  
 Bowen, T. J., 109 Cheetham Street, Kalgoorlie.  
 Harmour, H., Lower Chittering.  
 Kovalevs, N., Station Road, Margaret River.  
 Martin, A. E., "Fernridge," West Wagin.  
 Powell, J. J., Dongara.  
 Wardle, P. R., P.O. Box 25, Moora.  
 Wigby, F., Wyalkatchem.

Note.—The above is as the Register stands at present, and any alterations regarding addresses, etc., should be forwarded to the Chairman, Veterinary Board of W.A., c/o Department of Agriculture, Perth, as soon as possible.

C. R. TOOP,  
Chairman, Veterinary Board  
of Western Australia.

## VERMIN ACT, 1918-1958.

Preston and Busselton 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 Preston and Busselton 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 Preston and Busselton 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.

## VERMIN ACT, 1918-1958.

Victoria Plains Vermin District.

NOTICE is hereby given under Section 98 of the Vermin Act, 1918-1958, that all owners or occupiers or owners and 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.

## Schedule.

Victoria Plains District; Date of Commencement of Work: 23rd February, 1959; Work Carried Out Until: 13th March, 1959.

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

## VERMIN ACT, 1918-1958.

Carnamah, Three Springs, Mingenew, Irwin, Perenjori, Geraldton-Greenough, Chapman Valley, Northampton, Morawa, and Mullewa Vermin Districts.

NOTICE is hereby given pursuant to section 102A of the Vermin Act, 1918-1958, that the prohibition on the taking of rabbits or catching by any means except poisoning in the Vermin Districts of Carnamah, Three Springs, Mingenew, Irwin, Perenjori, Geraldton-Greenough, Chapman Valley, Northampton, Morawa and Mullewa is cancelled from the publication of this notice.

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

## REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Registrar General's Office,  
Perth, 14th January, 1959.

## Appointments.

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

R.G. No.; Date; Name; Address of Residence;  
Registry District.

*Church of England.*

2089/59; 8/1/59; Rev. Roy Charles Todd; 141 Piesse Street, Boulder; East Coolgardie.

*Greek Orthodox Church.*

2087/58; 7/1/59; Rev. Christopher Manessis; 122 Aberdeen Street, Perth; Perth.

*Roman Catholic.*

2025/58; 7/1/59; Rev. John O'Reilly; St. Mary's Cathedral, Victoria Square, Perth; Perth.

*Methodist Church of Australasia.*

2088/59; 8/1/59; Rev. Raymond Perry; 39 Southport Street, Leederville; Perth.

## Cancellation.

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

R.G. No.; Date; Name; Address of Residence;  
Registry District.

*The Salvation Army.*

2085/56; 3/1/59; Captain John Charles Kirkham; 50 Peakway, Medina; Fremantle.

705/53; 8/1/59; Senior Major Herbert Cake; 40 Regent Street, Leederville; Perth.

C. A. OCKERBY,  
Acting Registrar General.

## APPOINTMENTS.

(Under section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Registrar General's Office,  
Perth, 14th January, 1959.

THE following appointments have been approved:—

R.G. No. 181/57.—Constable Leslie Ernest Kirchner, as Assistant District Registrar of Births and Deaths for the Katanning Registry District, to maintain an office at Ravensthorpe, during the absence on leave of Constable Alan Robert Marshall; appointment to date from 8th January, 1959.

R.G. No. 156/57.—Constable Kevin Thomas John Kent, as Assistant District Registrar of Births and Deaths for the Merredin Registry District, to maintain an office at Kellerberrin, during the absence on leave of Constable Colin Bake; appointment to date from 5th January, 1959.

R.G. No. 130/57.—Mr. Charles Samuel Mason, as Assistant District Registrar of Births and Deaths for the East Coolgardie Registry District, to maintain an office at Boulder, during the absence on leave of Mr. Cecil Edward Emms; appointment to date from 18th December, 1958.

C. A. OCKERBY,  
Acting Registrar General.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

*Tenders for Government Supplies.*

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1958			1959
Dec. 19	913A, 1958	Supply and Erection of 5 ton Overhead Travelling Crane	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
1959			
Jan. 13	25A, 1959	Motor Truck Cab and Chassis (20 cwt.)	Jan. 22
Jan. 13	19A, 1959	Electrical Cooking Equipment for Claremont	Jan. 29
Jan. 13	22A, 1959	Stainless Steel Sinks, Drainers, etc., for Collie	Jan. 29
Jan. 13	23A, 1959	Stainless Steel Benches and Drainers for Agricultural Laboratories	Jan. 29
Jan. 13	24A, 1959	Fans for Agricultural Laboratories	Jan. 29
Jan. 13	26A, 1959	Mobile Shockproof X-Ray Apparatus	Jan. 29
Jan. 13	34A, 1959	Towed Pneumatic Tyred Road Broom	Jan. 29
Jan. 13	36A, 1959	Piles (Northam)	Jan. 29
Jan. 13	37A, 1959	Locking Equipment for K.E.M.H.	Jan. 29
1958			
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	Diesel Fuel Oil for Wyndham Meatworks	Feb. 5
Jan. 6	3A, 1959	Coarse Salt for Hides	Feb. 5
Jan. 13	35A, 1959	3 ton Slewing Crane and $\frac{3}{4}$ cub. yd. Overload	Feb. 12
Jan. 13	32A, 1959	Beef Stockinette Webbing	Feb. 19

*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	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
Jan. 9	16A, 1959	Bedford Truck at M.R.D., Carnarvon	Jan. 29
Jan. 9	17A, 1959	1953 Vanguard Utility at Wyndham	Jan. 29
Jan. 13	20A, 1959	1953 Holden Utility (WAG 2261)	Jan. 29
Jan. 13	21A, 1959	Theodolites, Director Tripods	Jan. 29
Jan. 13	27A, 1959	1956 Austin 5 ton Truck (WAG 4153), damaged	Jan. 29
Jan. 13	28A, 1959	1952 5 ton Austin Tip Truck (WAG 2973)	Jan. 29
Jan. 13	29A, 1959	Britstand HL60 Tandem Grader (MR 79)	Jan. 29
Jan. 13	30A, 1959	Fiat Diesel Crawler Tractor with Angle Dozer and P.C.U. (MRD 204)	Jan. 29
Jan. 13	31A, 1959	Austin 2 ton Truck at Derby Hospital (Recalled)	Feb. 5
Jan. 13	33A, 1959	Surplus and Obsolete Machinery at W.A.G.R. Workshops	Feb. 19

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	Schedule No.	Particulars	Department Concerned	Rate
1404/58	1959 Jan. 8	Hugh W. Brown & Co.	851A, 1958	Supply of Heavy Duty Surface Planing and Thickening Machines, as follows :— Item 1 .... .. Item 2 .... ..	S.B.S.	£879 each £1,754
1203/58	do.	Wm. Adams & Co. Ltd.	692A, 1958	Supply of Kitchen Equipment for Fremantle Hospital, as follows :— Item 1 .... .. Item 2 .... ..	Public Works	£1,939 £435
1211/58	do.	Metters Ltd. .... S. W. Hart & Co. Pty. Ltd.	707A, 1958	Supply of Single Roll Coal Crusher	Railways	£2,172
1472/58	do.	Filtration and Water Softening Pty. Ltd.	809A, 1958	Supply of Chlorinating Plant for Albany Water Supply	Public Works	£593
908/58	do.	Philips Electrical Industries Pty. Ltd.	524A, 1958	Supply of X-Ray Apparatus for Kalgoorlie District Hospital, as follows :— Item 1 .... .. Item 2 .... ..	Medical	£2,132 6s. £543
1354/58	do.	Various	807A, 1958	Supply of Vehicle Actuated Signal Equipment	Main Roads	Details on application
1233/58	do.	Shimensions & Co. .... Lock & Gun Co. .... A. T. Fitzgerald ....	701A, 1958	Purchase and Removal of Firearms, as follows :— Item 5 .... .. Item 8 .... .. Item 15 .... ..	Police	£1 15s. £1 £11 5s.
1381/58	do.	J. Krasnostein & Co. Pty. Ltd.	812A, 1958	Purchase and Removal of Scrap Steel during period 8th January, 1959, to 31st December, 1959, as follows :— Item 1 .... .. Item 2 .... .. Item 3 .... .. Item 4 .... ..	Railways	£6 7s. 7d. per ton £7 17s. 7d. per ton £7 17s. 7d. per ton £3 7s. 7d. per ton
1448/58	do.	Oxwell Motors Pty. Ltd.	859A, 1958	Purchase and Removal of 1950 model Commer 3 ton Table Top Truck (WAG 1557, Chassis No. 6619), with 6 only 7-00 x 20 Wheels and Tyres and 1 only Spare Wheel with broken lock rim	Public Works	£40

## Cancellation of Contract.

Tender Board No.	Date	Contractor	Schedule No.	Particulars	Department Concerned	Rate
1238/58	1959 Jan. 9	L. S. Symes .... S. T. Mathews .... P. J. Hopwood ....	701A, 1958	Disposal of Firearms, as follows :— Item 5 Item 8 Item 15	Police	

## MINING ACT, 1904-1957.

[The Application of Part VIII (Miner's Homestead Leases) to Portions of the Greenbushes Mineral Field.]

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to in accordance with the provisions of section 225 of the Mining Act, 1904-1957, approve of Part VIII of the said Act being applied to that portion of the Greenbushes Mineral Field described hereunder:—

- (a) The land comprised in Miner's Homestead Lease No. 30 as from 13th August, 1950.

- (b) The land comprised in Miner's Homestead Lease No. 31 as from 13th September, 1951.

- (c) The land comprised in Miner's Homestead Lease No. 35 as from 9th February, 1958.

- (d) The land comprised in Miner's Homestead Lease No. 36 as from 16th May, 1958.

- (e) The land comprised in Miner's Homestead Lease No. 27 as from 31st August, 1937.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Police Constable Norman George Anderson, as Acting Deputy Mining Registrar, Laverton, during the absence of the Deputy Mining Registrar on leave, to date from the 8th day of December, 1958.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Thomas Edward Mulligan, as Mining Registrar, Broome, *vice* Archer Race Whitworth, transferred, to date from the 15th day of December, 1958.

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

## COAL MINES REGULATION ACT, 1946.

Department of Mines,  
Perth, 5th January, 1959.

THE Hon. Minister for Mines has been pleased to re-appoint the following members of the Committee of the Collie Coal Mines Accident Relief Fund Trust for a further period of 12 months:—

Douglas Millen, as from 16th December, 1958.  
Samuel Johnstone Shannon, as from 16th December, 1958.  
Edmund James Whiteaker, as from 26th January, 1959.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Thomas Harford Meyer, as Acting Deputy Mining Registrar, Port Hedland, during the absence of the Deputy Mining Registrar on leave, to date from the 17th day of December, 1958.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of William Lewis Hardwick, as Acting Warden of the

Warden's Courts, Kalgoorlie and Leonora, during the absence of the Warden on leave, to date from the 26th day of January, 1959.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Alfred Robert Jackson, as Acting Mining Registrar, Kalgoorlie, during the absence of the Mining Registrar on leave, to date from the 20th day of December, 1958.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Archer Race Whitworth, as Mining Registrar, Carnarvon, *vice* Albert Lawrence Owens transferred, to date from the 22nd day of December, 1958.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Ronald John Gething, as Acting Mining Registrar, Coolgardie, during the absence of the Mining Registrar on other duties, to date from the 18th day of December, 1958.

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

## MINING ACT, 1904-1957.

## Appointment.

Department of Mines,  
Perth, 14th January, 1959.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Ernest James Blake, as Acting Mining Registrar, Southern Cross, during the absence of the Mining Registrar on leave, to date from the 22nd day of December, 1958.

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

## MINING ACT, 1904-1957

Department of Mines,  
Perth, 14th January, 1959.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1957, His Excellency the Governor in Executive Council has been pleased to deal with the undermentioned Leases, Applications for Leases, Surrenders, Reinstatements, Licenses to Treat Tailings or Mining Material and Renewal as shown below.

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

The undermentioned applications for Gold Mining Leases were approved, subject to survey :—

Goldfield	District	No. of Application
Dundas .....	.....	1906*.
East Coolgardie .....	East Coolgardie .....	6582E*.
Yalgoo .....	.....	1234, 1235.

\* Conditionally.

The undermentioned application for a Residential Lease was approved, subject to survey :—

Goldfield	District	No. of Application
Pilbara .....	Nullagine .....	49 (3L).

The surrender of the undermentioned Gold Mining Leases were accepted :—

Goldfield	District	No. of Lease	Name of Lease	Lessees
Coolgardie .....	Coolgardie .....	5963	New Gift .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5964	Burbanks Main Lode .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5965	Main Lode East .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5966	Mignonne .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5967	Main Lode Extended .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5968	Missing Link .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5969	Peewit .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5970	Main Lode North .....	Gold Mines of Kalgoorlie (Aust.) Limited.
Coolgardie .....	Coolgardie .....	5976	Victory .....	Gold Mines of Kalgoorlie (Aust.) Limited.

The forfeiture of the undermentioned Mineral Leases for non-payment of rent, published in the *Government Gazette* of 13th August, 1958, was declared cancelled, and the Lessees reinstated as of their former estates :—

Goldfield	District	No. of Lease	Lessees
West Pilbara .....	.....	243	William Burgess and Clarence Gordon Dunnett.
West Pilbara .....	.....	252	William Burgess and Clarence Gordon Dunnett.
West Pilbara .....	.....	254	William Burgess and Clarence Gordon Dunnett.
West Pilbara .....	.....	257	William Burgess and Clarence Gordon Dunnett.
West Pilbara .....	.....	258	William Burgess and Clarence Gordon Dunnett.

The undermentioned application for License to Treat Tailings was approved conditionally :—

No.	Corres. No.	Licensee	Goldfield	Locality	Period
1414H (3N/58)	1200/58	Robert Charles Biggs	Murchison .....	Meekatharra.....	Three months from 15th January, 1959.

The undermentioned application for a Renewal of License to Treat Tailings or Mining Materials was approved conditionally :—

No.	Corres. No.	Licensee	Goldfield	Locality	Period
1149H (2E/58)	989/49	Lake View and Star Limited	East Coolgardie	Trafalgar .....	Twelve months from 1st January, 1959.

IT is hereby notified that in accordance with the provisions of the Mining Act, 1904-1957, His Excellency the Governor in Executive Council has been pleased to renew for a further period of twenty-one years from the 1st day of January, 1959, the Mineral Lease shown below :—

Goldfield	District	No. of Lease
West Pilbara .....	.....	239.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 253 of 1958.

Between Federated Moulders (Metals) Union of Workers, Perth, Applicant, and Minister for Works, Minister for Water Supply, Sewerage and Drainage and others, Respondents.

HAVING heard Mr. A. E. Hewitt on behalf of the applicant and Mr. E. R. Kelly on behalf of the respondents and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 19 of 1930, as amended, be and the same is hereby further amended and the said Award is consolidated with such amendments in the terms of the attached Schedule.

Dated at Perth this 4th day of December, 1958.

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

Schedule.

1.—Title.

This Award shall be known as the Moulders' (Government) 1958 Award amending and consolidating Award No. 19 of 1930.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Scope.
6. Contract of Service.
7. Sick Leave.
8. Annual Leave.
9. Public Holidays.
10. Apprentices.
11. No New Designation.
12. Shop Stewards.
13. Hours of Duty.
14. Overtime and Sunday Time.
15. Shift Work.
16. Fares and Travelling Allowance.
17. No Reduction.
18. Preference of Employment.
19. Board of Reference.
20. Right of Entry.
21. Allowances, Special Provisions, etc.
22. Notice Boards.
23. Liberty to Apply.
24. Wages.

3.—Term.

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

4.—Area.

This Award shall operate within a radius of twelve (12) miles from the G.P.O., Perth.

5.—Scope.

This Award shall apply to workers employed by the Minister for Works including the State Engineering Works, Minister for Water Supply, Sewerage and Drainage, Chief Secretary, Minister for Agriculture, Minister for Lands (other than in connection with the Sawmilling Industry).

6.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable by one (1) week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of such notice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 7, or

such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

(d) When a worker is discharged before the usual pay day he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post, at the employer's risk, unless the worker desires to collect at the office.

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

7.—Sick Leave.

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

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

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

(b) The clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1952.

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

(d) No payment shall be made for any absence due to the worker's own fault, neglect or misconduct.

8.—Annual Leave.

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

In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer.

(b) Any worker who may resign or be dismissed from the service for any cause, other than for pecculation or theft, shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service: Provided always that if the worker has been dismissed for pecculation or theft, no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(c) 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.

(d) "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.

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

(ii) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six (6) months only of any such period shall count as service for the purpose of computing annual leave.

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

(g) 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 (12) months' continuous service, in which case should the services of such worker terminate or be terminated prior to the completion of twelve (12) months' continuous service, the said worker shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.

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

#### 9.—Public Holidays.

(a) Except as hereinafter provided, each of the following days or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely, New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(b) (i) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time worked as if it was an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.

(ii) 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.

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

(c) 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 is available on the working day immediately preceding a holiday, or resumes duty or is available on the working day immediately following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

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

#### 10.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the Schedule annexed hereto.

(b) Apprentices shall be allowed to the trade of Jobbing moulding and core making, and/or jobbing brass moulding and core making.

(c) No apprentice under the age of 18 years shall be required to work overtime unless he so desires.

(d) The maximum number of apprentices allowed to any employer in any branch shall be in the proportion of one (1) to every three (3) or fraction of three (3) tradesmen employed by him in that branch.

Provided that any employer adequately equipped to teach apprentices may, with the consent of a committee consisting of a representative of the employer concerned, a representative of the Unions concerned, with the Industrial Registrar as Chairman, take on new apprentices up to the proportion of one to each journeyman employed.

(e) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of tradesmen employed on all working days of the six (6) months immediately preceding such time shall be deemed to be the number of tradesmen employed.

(f) Notwithstanding anything contained in this Award to the contrary, if through lack of work any employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian, and the Union, be suspended for a period agreed upon or if no such agreement is arrived at, may be cancelled by the Committee as stated in subclause (d) of this clause, the onus of proof of the circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

#### 11.—No New Designation.

No new designation shall be introduced during the currency of this Award so as to reduce the status of any worker covered thereby.

#### 12.—Shop Steward.

Subject to the recognition of properly constituted authority, shop stewards, to be appointed by the Union, shall be recognised by the management. The management shall be notified in writing by the Union of the stewards appointed.

#### 13.—Hours of Duty.

(a) (i) The week's work shall consist of forty (40) hours and shall be worked in five (5) or five and a half (5½) days, as agreed between the parties.

(ii) The normal hours of labour shall in the case of a five (5) day week, be worked in eight (8) hours each day, Monday to Friday inclusive; in the case of a five and a half (5½) day week, the forty hours may be worked as mutually agreed between the Union and the employer concerned.

(iii) The hours specified in subclause (a) shall, except in the case of shift work, or as otherwise provided, be worked between 7 a.m. and 5.30 p.m. except on Saturdays, when work shall finish at noon and where any respondent and the Union mutually agree to some other starting and finishing time.

(b) A meal interval shall not exceed one (1) hour.

(c) (i) Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

(ii) This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the

convenience of the employer. Morning tea may be taken by employees during this interval, but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by any employee of any provision hereinbefore expressed or implied, the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

(d) (i) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(ii) The Union or worker, or workers, covered by this 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.

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

(iv) Notwithstanding the provisions of paragraphs (i), (ii) and (iii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Award providing for overtime.

#### 14.—Overtime and Sunday Time.

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

(ii) Where work other than shift work and other than work performed as provided in clause 13 (a) (iii) hereof, is done on Saturdays, the worker shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter, but if work is performed in any period from 5 p.m. on Saturdays the worker shall be paid double time for all time worked after that hour.

(b) When an employee is required for overtime duty in excess of one hour after the usual ceasing time without being notified the previous day, he shall be supplied with any meal required or be paid five shillings (5s.) for such meal. This subclause shall not apply to workers residing within a radius of one-half mile of the works.

Workers required to start work at 12 midnight until 6.30 a.m. and ordered back to work at 8 a.m. the same day shall be paid three shillings and sixpence (3s. 6d.) for breakfast.

(c) All time worked during the usual meal time by any worker shall be paid at overtime rates, and such rates shall continue until the worker knocks off for his meal.

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

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

(f) Notwithstanding anything hereinbefore contained—

(1) Systematic overtime in the State Engineering Works shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such workshops aforesaid subject to the following terms and conditions. The term emergency includes—

(a) a condition caused by a breakdown of machinery or plant which, unless repaired outside ordinary working hours, will hold up normal production;

(b) a condition due to bottleneck in production;

(c) work being required within a specific time which cannot be completed by employing extra workers or by working shifts;

(2) when the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved. The shop steward may consult with the management if he requires further information and after advising his shop stewards' convenor or senior shop steward, as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer, who may refer the matter to the Union secretary for review, which secretary shall deal with the matter forthwith and if the Union secretary confirms the shop steward's decision, to a special board of Reference as hereinafter defined. If the Union secretary supports the employer, or the Board of Reference so decides, overtime shall be worked accordingly;

(3) where the employer intends to work overtime on a major job he shall notify the Union secretary, supplying all relevant particulars. The employer shall be advised of the decision of the Union secretary within twenty-four (24) hours of such notification, and if consent to the proposed overtime is refused the employer may refer the matter to the special Board of Reference. If the decision of the Union secretary in the first instance, or the Board of Reference on appeal is in favour of the employer's proposal, overtime shall be worked accordingly;

(4) notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available workers, and no worker shall be required to work more than nine hours overtime in any one week on a minor job, or the maximum number of hours agreed to by the Union secretary or decided upon by the Board of Reference on a major job;

(5) no worker shall be required to work shifts on more than seven (7) consecutive days without the approval of the Officers of the Union;

(6) In the event of a worker being required to work shifts on eight (8) consecutive days, he shall be rostered off duty on the whole of the ninth day without deduction of wages;

(7) when a number of workers are required to work shifts on the eighth day and the shop would be disorganised by the standing off of the whole of the workers concerned on the ninth day, by agreement between the employer and the workers, the workers shall be rostered off duty for one shift within six (6) days of the conclusion of the job;

(8) for the purpose of this subclause the special Board of Reference shall consist of a chairman to be mutually agreed upon, or, failing agreement, such person as the President of the Arbitration Court shall nominate, a representative nominated by the employer, and a representative nominated by the secretary of the Union.

## 15.—Shift Work.

(a) The employer may, if he so desires, work any of his employees on shifts, but before doing so, shall give notice of his intention to the Union.

(b) Work other than day shift performed by any worker shall not be recognised as afternoon or night shift, unless in either case five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights and thereafter during any subsequent consecutive afternoons or nights he is so employed. But the sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on a Saturday, Sunday or on any public holiday.

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

(d) When shift work is required the rate for afternoon and/or night shift including such shifts when worked on ship repair work (whether at wharf side or otherwise) shall be time and a quarter.

## 16.—Fares and Travelling Allowances.

(1) Country Work.—(a) When a worker is instructed to proceed on duty from the place where he is then or is usually employed, the employer shall pay all fares, including sleeper and a proper allowance at current rates for all necessary meals and board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fares on completion of job or after twelve (12) months on job.

(b) A worker travelling to work away from or returning to his usual place of employment shall be paid for the actual travelling time in his ordinary working hours, and, in addition thereto his actual travelling time outside his ordinary working hours shall be paid at ordinary rates up to a maximum of eight (8) hours in any one (1) day.

Sunday travelling time shall be paid for at the same rates and on the same conditions as on week days.

(c) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.: Provided that this shall not operate to reduce the wages earned and travelling time when paid for below eight (8) hours in any one day.

(2) Other than Country Work.—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 or 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 such excess fares.

## 17.—No Reduction.

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

## 18.—Preference of Employment.

Preference of employment shall be given to financial members of the applicant Union: Provided the employer shall be under no obligation to communicate with the Union office, to ascertain whether a member is financial.

## 19.—Board of Reference.

The Court appoints for the purpose of the Award a Board of Reference. The Board shall consist of a Chairman and two (2) other representatives nominated by the parties. There shall be assigned to such Board in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

## 20.—Right of Entry.

On notifying the officer in charge, any officer of the Union, authorised in writing by the president and secretary of the such Union, shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The Officer in Charge shall determine whether workers are being hampered or hindered in their work.

## 21.—Allowances, Special Provisions, etc.

(1) Dirt Money.—Dirt money of fourpence (4d.) per hour shall be paid on work which the employer and the worker agree is of an unusually dirty or offensive nature.

(2) Protective Equipment.—(a) The employer shall have available a sufficient supply of protective equipment (as for example hand screens, goggles, glasses, gloves, aprons, leggings, gum boots, and oilskins) for use by workers when engaged on work for which some protective equipment is reasonably necessary.

(b) Every worker shall sign an acknowledgment on receipt thereof but such equipment shall at all times remain the property of the employer.

(c) During the time the same are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(d) No worker shall lend another worker any protective equipment issued to such first mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

(e) Before any protective equipment which has been used by a worker is re-issued by the employer to another worker it shall, where necessary, be effectively sterilised.

## 22.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered that notices are essential to meet the convenience of the Union concerned.

## 23.—Liberty to Apply.

Liberty to apply is reserved in respect to—

- (a) Clause 14 (d).
- (b) Provision of tools to apprentices.

## 24.—Wages.

The minimum rates payable to workers shall be as follows:—

	Per Week.	
	£	s. d.
(a) Basic Wage	13	13 5
(b) Margin Over Basic Wage—		
Moulder	3	15 0

Casual Worker.—A casual worker shall mean one who is engaged to work for less than five (5) consecutive days and shall be paid ten per cent. (10%) of the ordinary rate in addition to the ordinary rate for his class of work.

Leading Hands.—“Leading Hand” means any tradesman placed in charge of three (3) or more other workers. A leading hand shall be paid such extra rate as hereinafter prescribed.

- (i) When in charge of not less than three (3) and not more than ten (10) other workers, shall be paid fifteen shillings (15s.) per week extra.
- (ii) When in charge of more than ten (10) and not more than twenty (20) other workers, shall be paid thirty shillings (30s.) per week extra.
- (iii) When in charge of more than twenty (20) other workers, shall be paid forty-five shillings (45s.) per week extra.

Apprentices—

	Percentage of Basic Wage.
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100 + 20s.

Schedule.

Apprenticeship Regulations.

The apprenticeship Regulations made under the Industrial Arbitration Act, 1912, and gazetted on the 6th November, 1953, shall apply to all apprenticeships under this Award, except insofar as the same are modified by the provisions of Clause 10 of this Award and except for the further following modifications viz:—

Delete Regulation 36 and insert in lieu thereof the following:—

Lost Time.

36. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award, provided—

- (a) a payment for such sickness shall not exceed a total of one month in each year.
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a Medical Certificate and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty the cost, if any, of such certificate or certificates not exceeding 5s. to be borne by the employer.
- (c) an apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 247 of 1958.

Between United Metropolitan Timber Yards, Sawmills and Woodworkers Employees' Union of Workers, Applicant, and Millars' Timber and Trading Company Limited, State Building Supplies and others, Respondents.

HAVING heard Mr. H. Millikan on behalf of the applicant, Mr. L. E. Boylan on behalf of the Hon. Minister controlling State Building Supplies, and Mr. D. E. Cort for the other respondents, and by consent, 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. 11 of 1951, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 1st day of December, 1958.

By the Court,  
[L.S.] (Sgd.) R. V. NEVILLE,  
President.

Schedule.

1. Clause 7—Special Rates and Provisions.—Delete subclause (d) of this clause and insert in lieu thereof:—

(d) Leading Hand.—A worker placed by the employer in charge of three (3) or more other workers (not being apprentices or juniors) employed in the same classification as himself, shall be paid two shillings and sixpence (2s. 6d.) per day in addition to the rate prescribed for his classification.

2. Clause 14—Absence through Sickness.—Delete this clause and insert in lieu thereof:—

(a) A worker (except a worker on piecework or a casual worker) shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

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

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

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

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker who in any calendar year has already been allowed paid sick leave shall not be entitled to payment for any further absence unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has not been allowed in any year to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year: Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

(h) 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 payment under this clause.

3. Clause 19—Definitions.—Delete from this clause the definition of "Mill or Yard Hand" and insert in lieu thereof:—

"Mill or Yard Hand" means a worker who has had three (3) months' experience in the industry in the employ of the particular employer and who is performing any of the following duties—galloper-out, puller-out or assistant on No. 4 bench, firewood dockerman, saw sharpener's assistant, tailers-out from wood-working machines, worker operating on rollers who also sorts timber, stackers who stack timber other than for seasoning by the process of stripping, mobile or other crane assistant.

4. Clause 19—Definitions.—Add to this clause the following new definition:—

"Tallyman" means a worker who by measuring and/or calculating quantities keeps an account of timber, and does not include one who merely measures lengths of timber, or merely counts timber by pieces.

5. Add the following new clauses:—

21.—Shift Work.

An employer may if he so desires work his establishment on shifts and if so worked shift workers other than those on day shift, shall be paid 5 per cent. for afternoon shift and 10 per cent. for night shift in addition to the ordinary rate.

22.—Sawyer to Have Puller-out.

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

6. Delete the First Schedule and insert in lieu thereof:—

First Schedule.

(I) Log Sawmilling Section.

(a) Adult Workers.

	Margin Per Week £ s. d.
1. Sawyers—	
(a) Twin sawyer planking out and fitching to size. ....	3 15 0
(b) Twin sawyer not otherwise classified ....	2 11 6
(c) Other breaking down saws where planks are not cut to size ....	2 11 6
2. Benchmen—	
(a) No. 1 bench ....	3 15 0
(b) No. 3 bench ....	2 0 0
(c) No. 4 bench ....	1 1 0
3. Pullers-out and/or assistants on No. 1 bench—	
(a) Single handed on dead roller ....	2 11 6
(b) Dead roller where more than one engaged ....	1 11 0
(c) Friction feed ....	1 2 0
4. Dockerman and Tallyman—	
(a) Where only one docking saw ....	1 2 0
(b) Where two or more docking saws (other than firewood) in the log sawmilling section:—	
Main docker ....	1 10 0
Other Dockers ....	16 0
5. Assistants on any breaking-down saw ....	1 2 0
6. Hookman ....	1 3 6
7. Puller-out and/or assistant on No. 3 bench ....	14 6

Margin  
Per Week.  
£ s. d.

(II) Re-Sawing Section.

8. Re-sawyers—	
(a) Circular sawyer cutting to depth of 7½ ins. or over ....	3 5 0
(b) Circular sawyer cutting to depth of under 7½ in. ....	2 2 0
9. Band saw roller re-cut—	
(a) Large-using blade over 3 in. ....	3 2 6
(b) Small-using blade not over 3 in. ....	2 2 0
10. Dockerman—	
(a) Joiner who grades timber ....	2 0 0
(b) Other ....	1 4 0
11. Tailers-out—	
(a) From circular saw cutting over 7½ in. ....	1 1 0
(b) From circular saw cutting 7½ in. or under ....	14 6
(c) From band saw roller recut using blade over 3 ins. ....	1 1 0

(III)—Wood Machining Section.

12. Shaper ....	3 7 0
13. Grinder whose principal duty is grinding knives and cutters ....	3 7 0
14. Moulding machinist, or one, two, three or four sided planer—	
(a) Who is required to set up his machine and grind his knives and cutters and then only from such time as he is required so to act ....	3 7 0
(b) Who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act ....	2 1 0
(c) Who is not required to grind his knives and cutters or set up his machine ....	1 9 0
15. Buzzer—	
(a) When required to do other than planing one face and squaring edge, and who is required to set up his own machine and grind his knives and cutters, and then only from such time as he is required so to act ....	3 7 0
(b) Who is required to set up his own machine and grind his knives and cutters and then only from such time as he is required so to act ....	2 1 0
(c) Who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act ....	1 1 0
16. Tenoner—	
(a) Who is required to set up his machine and grind his knives and cutters and then only from such time as he is required so to act ....	3 7 0
(b) Who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act ....	2 1 0
(c) Who is not required to grind his knives and cutters or set up his machine ....	1 1 0

	Margin Per Week. £ s. d.	Margin Per Week. £ s. d.
17. General joiner and operator on sticking machine	3 7 0	(c) Exceeding 3 tons and under 6 tons capacity
18. Flooring machinist— Fast feed	3 7 0	(d) For each complete ton over 5 tons capacity an additional
19. Fast feed sizer	3 7 0	(e) Drivers of loaded motor lorry drawing a loaded trailer also, one shilling (1s.) per day extra.
20. Joiner— (a) Who is required to set up his own machine and grind his knives and cutters and then only from such time as he is required so to act	2 1 0	33. Orderman, country
(b) Who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act	1 1 0	34. Tallyman
21. Dove-tailer— (a) Who is required to set up his own machine and grind his knives and cutters and then only from such time as he is required so to act	2 1 0	35. Man choosing timber for sawing, dressing, moulding or turning machine
(b) Who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act	1 1 0	36. Nightwatchman
22. Saw doctor (as defined)	4 10 0	37. Nightwatchman who also does boiler attending and cleaning
23. Saw sharpener	2 6 0	38. Stacker who stacks timber for seasoning by the process of stripping— (a) Other than with fork lift (stacker in charge of stack)
24. Thicknesser— (a) Who is required to set up his own machine and grind his knives and cutters and then only from such time as he is required so to act	2 1 0	(b) Fork lift—all stackers
(b) Who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act	1 1 0	39. Packer
25. Fret sawyer or detail band sawyer (if full-time employed)	2 1 0	40. Mill greaser (if full-time employed)
26. Sand Paperer— (a) Working double machine	2 1 0	41. Mill or yard hand (as defined)
(b) Working other machine	1 16 0	42. Kiln operator
27. Chain Morticer— (a) Who is required to set up his machine or to grind his knives and cutters and then only from such time as he is required so to act	2 1 0	43. Kiln Attendant
(b) Who is not required to grind his own knives and cutters or set up his machine	1 1 0	44. Other unclassified male adults
28. Morticer— (a) Who is required to set up his machine or to grind his knives and cutters and then only from such time as he is required so to act	2 1 0	45. Straddle carrier driver
(b) Who is not required to grind his knives and cutters or set up his machine	1 1 0	46. Fork lift driver
29. Grader behind fast feed flooring machine	1 1 0	47. Tow motor driver
30. Floor sanding machine	1 1 6	48. Shunter (on rails)
31. Grader and feeder, fast feed flooring machine	15 0	49. Tractor driver (on rails)
(IV)—General Section.		Per Cent. of Basic Wage Per Week
32. Motor lorry driver— (a) Not exceeding 25 cwt. capacity	1 16 0	(b) Junior Labourers.
(b) Exceeding 25 cwt. and not exceeding 3 tons capacity	2 5 6	Between 16 and 17 years of age
		Between 17 and 18 years of age
		Between 18 and 19 years of age
		(c) Apprentices (Five-year apprenticeship).
		The rates for apprentices shall be as under:
		Per Cent. of Basic Wage Per Week
		First year
		Second year
		Third year
		Fourth year
		Fifth year
		100 + £1
		These amendments shall commence as from the first Pay Period commencing from the date hereof.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA

No. 5 of 1958.

Between the Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and Australian Blue Asbestos Limited, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court, now therefore the Court pursuant to section 65 of the Industrial Arbitration Act, 1912-1952 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 "Painter's (Australian Blue Asbestos Limited) Award" and shall replace Award No. 22 of 1949.

#### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Term.
5. Area.
6. Definitions.
7. Wages.
8. Special Rates and Provisions.
9. District Allowance.
10. Hours.
11. Overtime.
12. Holidays.
13. Weekly Hiring.
14. Payment for Sickness.
15. Shifts.
16. Payment of Wages.
17. Record Book.
18. Representative Interviewing Workers.
19. No Reduction.
20. Provision of Appliances.
21. Under Rate Workers.
22. Piecework.
23. Tool Lock-up.
24. University Students.
25. Apprentices.
26. Board of Reference.
27. Transport.
28. Dust Allowance.
29. Accident Pay.
30. Drinking Water.
31. Long Service Leave.

#### 3.—Scope.

This Award shall apply to workers classified in Clause 7 hereof employed by the employer in connection with the production of blue asbestos.

#### 4.—Term.

The term of this Award shall be for a period of three (3) years and shall take effect from the commencement of the first pay period next following the date hereof.

#### 5.—Area.

This Award shall have effect over the area covered by Mineral Claim 54 West Pilbara and the locality within a radius of fifty (50) miles thereof.

#### 6.—Definitions.

(i) "Painter" shall mean a fully qualified tradesman painter employed in or about a mine, and shall be deemed to include any worker engaged on signwriting and/or general maintenance of cottages, offices, change rooms, workshops, storerooms: Provided that where the union is unable to provide a tradesman or a trainee painter the work covered by this definition may be performed by a brush-hand in accordance with the provisions of Award No. 41 of 1948: Provided further, that before employing a brush-hand on the aforementioned work, the employer shall ascertain from the union whether tradesmen are available for employment, and the union shall within fourteen (14) days of the post date of such application, provide the employer with a tradesman, failing which the work may be performed by a brush-hand.

(ii) "Casual worker" means any worker who is dismissed through no fault of his own before the expiration of one (1) week of his employment.

#### 7.—Wages.

(a) Basic Wage at the rate of £13 11s. 6d. per week.

	Margin per Week.
	£ s. d.
(b) Painter	3 15 0
	% of Basic Wage and District Allowance
(c) Apprentices' Wages:	
First Year	33½
Second Year	45
Third Year	65
Fourth Year	85
Fifth Year	100 + £1

(d) Tool Allowance.—In addition to the above, an allowance at the rate of one shilling and threepence (1s. 3d) per week shall be paid as a tool allowance to a painter, and a 3rd, 4th, and 5th year apprentice.

(e) Casual Workers.—Casual workers shall be paid ordinary rates, plus ten per cent (10%).

(f) Leading Hand.—Leading hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of three shillings (3s.) per day extra; more than ten (10) and not more than twenty (20) workers, six shillings (6s.) per day extra; more than twenty (20) workers, nine shillings (9s.) per day extra.

#### (g) Wet and Dusty Places.—

In dust bins or places where the atmosphere is similarly dust-laden, or where water is continuously dripping so that the clothing or feet become wet, one shilling and fourpence (1s. 4d.) per day or shift, or fraction of one shilling and fourpence (1s. 4d.) in proportion to the time worked in such place shall be paid in addition to the rates prescribed in subclause (b).

#### (h) Painters.—

A disabilities allowance of two shillings and sixpence (2s. 6d.) per week shall be paid to all painters employed on construction work. This allowance shall not apply to painters employed in paint shops.

#### (i) Dirt Money.—

Workers employed on dirty work shall be paid four pence (4d.) per hour extra. In case of a dispute as to whether the work is or is not dirty, it shall be referred to the Board of Reference whose decision shall be final.

#### (j) Confined Space.—

Workers employed in confined spaces as hereinafter defined, shall be paid sixpence (6d.) per hour extra.

"Confined Space" means a working space the dimension of which necessitates a worker working continuously in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

#### (k) Boat Type and Swinging Scaffolds.—

(a) Workers when working on a boat type or swinging scaffold shall be paid at the rate of one shilling and threepence (1s. 3d.) per day extra. In this subclause the term "swinging scaffold" means any scaffold suspended from overhead gear and not supported from the ground, and which, by reason of the wind force or vibration, is likely to swing or sway.

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

(1) In respect to subclauses (g), (i), (j) and (k) hereof, where more than one of the disabilities entitling a worker to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest, for the disabilities so prevailing.

## 8.—Special Rates and Provisions.

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

(b) Width of brushes—All paint brushes shall not exceed five (5) inches in width and no kalsomine brush shall be more than eight (8) inches in width.

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

(d) Spray painting (painters)—

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

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

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

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

## 9.—District Allowance.

A district allowance of forty-five shillings (45s.) per week shall be paid to all adult workers employed under this Award.

## 10.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked from Monday to Friday inclusive and, except in the case of shift workers, to be worked between the hours of 7 a.m. and 5 p.m.

(b) Lunch interval shall not exceed one (1) hour.

(c) Workers working underground for more than two (2) hours in any one (1) day or shift shall work the hours provided in the Award governing members of the Australian Workers' Union.

## 11.—Overtime.

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

(b) All work done on Saturdays shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

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

(d) Work done on Sundays or on holidays shall be paid for at double time.

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

(f) When a worker, 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.

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

(h) When a worker is required for duty during any meal time whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

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

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

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

(k) A worker failing to take up his rostered or appointed shift unless such is due to illness or other just cause shall pay the employer for any extra payment incurred thereby through another worker being called upon to work the shift.

## 12.—Holidays.

(a) Each worker shall be entitled to three (3) weeks' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause; provided further, that by agreement between the employer and the worker, leave may be allowed to accumulate for two (2) years.

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

(c) Subject to Clause 11, subclauses (c) and (d), the following shall be paid holidays:—

Christmas Day, Good Friday, Easter Monday, Labour Day and one (1) additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Sunday, the following Monday shall be observed. Provided that any worker who does not present himself for work (if required) on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day that such sickness was not due to intemperance or misconduct.

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

(e) Any worker who has taken part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the employer, during the period of service in respect of which the abovementioned annual holidays are granted, shall forfeit one day of such annual holidays for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work, including a stoppage because of a fatal accident in the mine, except in the case of those workers working in the same shift and the same level as the deceased who desire to attend the funeral and so notify the employer.

## 13.—Weekly Hiring.

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

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 14 or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

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

## 14.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for 1/10th of a week's pay at the Award rate for each 23.7 shifts actually worked, at ordinary rates of pay: Provided that, subject to sub-clause (d) hereof, payment for absence through such ill-health shall be limited to one week's pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim for sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

## 15.—Shifts.

Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and one-quarter. The roster known as the Great Boulder Roster and other accepted variations thereof, shall be deemed to be subject to weekly rotation.

## 16.—Payment of Wages.

Pay day shall be in accordance with Section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one (1) hour of ceasing work, or within one hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

## 17.—Record Book.

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

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

## 18.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the union shall be permitted to interview 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.

## 19.—No Reduction.

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

## 20.—Provision of Appliances.

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

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

(c) The employer shall provide on all jobs suitable sanitary conveniences and boiling water ready for meal times, where it is necessary.

## (d) First Aid—

(i) A First-aid outfit shall be provided by the employer at a convenient suitable place.

(ii) Each shift boss and/or foreman shall have ready and available for use on his person a small emergency supply of bandages and padding or similar requisites.

(iii) 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.

## 21.—Under Rate Workers.

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

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

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

## 22.—Piecework.

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

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

## 23.—Tool Lock-up.

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

## 24.—University Students.

Provision may be made by agreement between an employer and University or School of Mines or Technical College students as to terms and conditions of employment. Any such agreement shall be submitted to the Court for approval within one (1) month after the making thereof. Provided always that this clause shall only apply in the case of a day time student who has not completed his course at the University or School of Mines or Technical College and where such employment is for the purpose of giving him practical experience and/or assisting the student to complete his course of study.

## 25.—Apprentices.

(a) The provisions of the Apprenticeship Regulations, 1953, subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one (1) apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one (1).

(c) If the apprentice be employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated in which case the apprentice shall be given certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be prima facie evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

(d) If the apprentice shall at any time during the said term be wilfully disobedient to the lawful orders of the employer, his managers, foreman, or other servants having authority over the apprentice, or be slothful or negligent or disobedient, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or should not faithfully observe and keep his part of his agreement then it shall be lawful for the employer with the consent of the Court to discharge the apprentice from his service.

(e) The Court may in its discretion for any cause which it may deem sufficient on the application of any party to an apprenticeship agreement, abrogate or cancel the agreement, either unconditionally, or subject to such terms and conditions as it may deem advisable.

#### 26.—Board of Reference.

(a) The Court hereby appoints, for the purposes of the Award, a Board of Reference for each mine.

(b) The Board shall consist of a Chairman, who, failing agreement between the parties, shall be appointed by the Court, and two (2) other representatives, one to be nominated by each of the parties.

(c) There shall be assigned to each such Board the functions of:—

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

(d) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations of the Industrial Arbitration Act, 1912-1952, which for this purpose are embodied in and form part of this Award. (Regulation 106.)

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

#### 27.—Transport.

(a) When a worker is engaged at Perth or at any town or city within the State of Western Australia north thereof the employer shall provide transport from such place of engagement to the place of employment, the cost of same to be deducted from the subsequent earnings of the worker in such manner as is agreed upon in writing by the parties: Provided that if the worker completes six (6) months continuous service with

the employer the cost of such transport not exceeding the equivalent of a Perth-Wittenoom air fare will be refunded by the employer, and in addition such workers shall be paid an amount equivalent to four (4) hours pay as compensation for travelling time.

(b) The foregoing provision shall apply to all periods of annual leave in respect to the return transport to Wittenoom as though such worker on returning from leave had been re-engaged: Provided that such worker returns from annual leave at the correct date to commence work, or at any time approved by the employer as an extension of time.

#### 28.—Dust Allowance.

A dust allowance, in addition to the margins provided by this Award, shall be paid if, and when so decided, by a Board of Reference.

#### 29.—Accident Pay.

In the event of a worker meeting with an accident during the shift, or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift, and be paid accordingly.

#### 30.—Drinking Water.

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

(b) Where practicable, and if required, hot points shall be provided at all crib rooms for the purpose of heating water or, alternatively, if required, the employer shall supply hot water to workers at all crib rooms.

#### 31.—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 contained 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 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 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 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) The 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 hereof of the entitlement of the worker hereunder.

(4) The 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 date of delivery of this Award.

(g) Records to be Kept.

(1) The 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) 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.

(j) 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 this 20th day of November, 1958.

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

Filed at my office this 20th day of November, 1958.

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

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA  
No. 5A of 1956.

Between The Western Australian Barmaids and Barmen's union of Workers, Perth, Applicant, and Esperance Hotel, and Others, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952, 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 "Barmaids and Barmen's (Rest of State) Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Definitions.
7. Wages.
8. Board and Lodging.
9. Overtime.
10. Meal Times.
11. Weekly Half-Holiday.
12. Holidays.
13. Annual Leave.
14. Casual Workers.
15. Uniforms.
16. Contract of Service.
17. Absence through Sickness.
18. Record.
19. Copy of Award.

20. Breakdowns, Etc.
21. First-aid Kit.
22. Board of Reference.
23. Part-time Workers.
24. Roster.
25. District Allowances.
26. Long Service Leave.

3.—Area.

This Award shall apply to the area situated within the State of Western Australia, outside the South-West Land Division and outside a radius of twenty-five (25) miles from the Post Office, Kalgoorlie, and outside a 10-mile radius from the Post Office, Wittenoom.

4.—Scope.

This Award shall apply to all workers employed by the respondents in the classifications set out in Clause 7 of this Award.

5.—Term.

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

6.—Definitions.

In this Award and unless the context otherwise indicates, and without limiting the ordinary meaning of the term, "barmaid" or "barman" means any worker over the age of twenty-one (21) years who serves behind the bar counter liquor for sale by retail in any establishment permitted to retail liquor under a Publican's General, Wayside House, Hotel or Australian Wine and Beer License, and who may be required to put on beer, stack beer and keep clean and orderly the bar counter and behind the bar.

7.—Wages.

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

	Per Week
	£ s. d.
(a) Basic Wage:	
Males .....	13 11 6
Females .....	8 16 6
(b) Margins:	
Barmaids .....	7 5 0
Barmen .....	2 10 0
(c) Notwithstanding the provisions of sub-clause (b) hereof, a worker who has had less than four (4) weeks' experience in the trade as a barman or barmaid shall be entitled to receive only an amount equal to the male basic wage.	
(d) Provided that, in respect of any basic wage variations which may occur from time to time, the margins prescribed for barmaids shall be increased or decreased by the amount required to enable the total wage prescribed for barmaids to increase or decrease by the same amount that the basic wage for barmen is increased or decreased as a result of such variation, in order that the rates for barmaids and barmen shall remain equal.	
(e) Wages shall be paid weekly.	

8.—Board and Lodging.

Where a worker boards and/or lodges on the premises of the employer, a sum equal to thirty per cent. (30%) of the male basic wage may be deducted from the hereinbefore stipulated wages for board and lodging charges. Where board only is provided the deduction shall be a sum equal to 24% of the male basic wage and where lodging only is provided the deduction shall be a sum equal to 8% of the male basic wage. Where full board is not provided a sum proportionate to the amount provided may be deducted.

9.—Overtime.

(a) All work done in excess of forty (40) hours in any one week, or of nine (9) hours in any one day, or outside a daily spread of thirteen (13) hours, shall be paid for at the rate of time and a half, such overtime rates to stand alone and be paid for

separately and apart from the ordinary week's wages: Provided that not more than three nine-hour days may be worked in any one week.

(b) Notwithstanding anything contained in this Award—

- (i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

#### 10.—Meal Times.

(a) No worker shall be required to work for more than five and a half (5½) hours without a break for a meal.

(b) A worker shall be allowed at least one-half (½) hour for a meal between the hours of twelve (12) noon and three (3) p.m. and at least one-half (½) hour for a meal between the hours of five (5) p.m. and eight (8) p.m.; Provided that workers boarding off the employer's premises shall be allowed not less than one hour for a meal during such times: Provided also that this subclause shall not apply to a worker who commences or resumes work at twelve (12) noon or later, and/or five (5) p.m. or later, who shall be deemed to have had a meal between the hours referred to: Provided further that with the consent of the Union, some other arrangement more suitable to the employer's business may be adopted.

#### 11.—Weekly Half-Holiday.

The weekly half-holiday shall commence not later than one-thirty (1.30) p.m. on some one week day in each week. If by agreement between the employer and the worker a worker works on his or her half-day off, such work shall be paid for at the rate of time and one-half.

#### 12.—Holidays.

(a) All work done on any day observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day or Boxing Day, shall be paid for at the ordinary rate and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under clause 13 for each day or part of a day so worked: Provided that if by agreement between the employer and the worker or as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day.

(b) All work done on Sunday shall be paid for at the rate of double time.

(c) On any public holiday not referred to in subclause (a) hereof, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

#### 13.—Annual Leave.

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

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

(c) If after one (1) month's continuous service in any qualifying 12-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth

(1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

#### 14.—Casual Workers.

Subject to clause 23 hereof, any barmaid or barman dismissed through no fault of her or his own before the expiration of one (1) week of employment shall be considered a casual worker and shall be paid at the rate of fifty per cent. (50%) in addition to the rate prescribed in clause 7, with a minimum engagement of two (2) hours.

#### 15.—Uniforms.

Where the employer insists upon a barmaid or barman wearing a uniform whilst at work, the employer shall provide it and maintain it in a reasonable state of cleanliness.

#### 16.—Contract of Service.

Except in the case of casual workers who may leave or be put off at any time the contract of service shall be by the week terminable by one week's notice on either side. If an employer or a worker fails to give the required one week's notice, one (1) week's wages shall be paid or forfeited.

#### 17.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

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

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

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

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker who has already been allowed paid sick leave on one occasion, shall not be entitled to payment for any further absence unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year, so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any

subsequent year without diminution of the sick leave prescribed in respect of that year: Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years, but no longer, from the end of the year which it accrues.

(h) For the purpose of assessing a worker's entitlement to accumulated sick pay, subclause (g) hereof shall be deemed to have become operative as from the date of delivery of this Award.

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

#### 18.—Record.

(a) The employer shall keep or cause to be kept a record showing—

- (i) the name and classification of each worker;
- (ii) the starting and finishing time on each day;
- (iii) the hours worked;
- (iv) the wages and overtime (if any) paid.

(b) Such record shall be signed by the worker each week, and shall be open for inspection by the secretary or other duly accredited representative of the union during working hours and such person may take extracts therefrom.

#### 19.—Copy of Award.

Every employer shall allow a copy of this Award to be placed by the Union in a place accessible to the workers.

#### 20.—Breakdowns, Etc.

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

#### 21.—First Aid Kit.

A first aid kit shall be provided by the employer for the use of the worker on the premises.

#### 22.—Board of Reference.

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

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

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

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

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

#### 23.—Part-Time Workers.

Notwithstanding the provisions of clause 7 hereof, an employer shall be at liberty to employ part-time workers.

For the purpose of this clause "part-time workers" means workers regularly employed for not less than fifteen (15) hours per week and for a lesser period than forty (40) hours per week. Provided that a worker regularly employed for less than fifteen (15) hours per week shall be deemed to be a casual worker and paid as such.

Part-time workers whilst so employed shall receive payments for wages, annual leave, holidays and sick leave, on a pro rata basis in the same proportion as the number of hours regularly worked per week bears to forty (40) hours.

#### 24.—Roster.

(a) A weekly roster of the working hours of all workers shall be kept in the principal bar.

(b) For the purpose of calculating payment and rostering, the time of ceasing work shall be the time when the worker has completed all work behind the bar whether or not such cessation is later than the statutory closing time.

#### 25.—District Allowances.

In addition to the wages prescribed in clause 7 hereof, the following district allowances shall be paid:—

	Per Week		
	£	s.	d.
Billyuin Pool	9	0	0
Broome	1	10	0
Bullabulling	5	0	0
Bullfinch	5	0	0
Carnarvon	15	0	0
Carrabin	5	0	0
Comet Vale	5	0	0
Cue	5	0	0
Day Dawn	5	0	0
Derby	1	10	0
Doyles Well	5	0	0
Esperance	5	0	0
Fitzroy Crossing	1	10	0
Gascoyne	15	0	0
Grass Patch	5	0	0
Halls Creek	1	10	0
Karalee	5	0	0
Kathleen Valley	9	0	0
Kookynie	5	0	0
Lake Austin	5	0	0
Laverton	5	0	0
Lawlers	5	0	0
Leonora	5	0	0
Malcolm	5	0	0
Marble Bar	1	10	0
Marvel Loch	5	0	0
Meekatharra	9	0	0
Menzies	5	0	0
Moorine Rock	5	0	0
Morgans	5	0	0
Mt. Magnet	5	0	0
Mt. Sir Samuel	5	0	0
Murrin Murrin	5	0	0
Nannine	9	0	0
Nullagine	1	10	0
Onslow	1	2	6
Ora Banda	5	0	0
Paynes Find	5	0	0
Peak Hill	9	0	0
Port Hedland	1	10	0
Reedy	5	0	0
Roebourne	1	10	0
Salmon Gums	5	0	0
Sandstone	5	0	0
Sharks Bay	9	0	0
Southern Cross	5	0	0
Tuckernarra	5	0	0
Westonia	5	0	0
Whim Creek	1	2	6
Widgiemooltha	5	0	0
Wiluna	9	0	0
Wurarga	5	0	0
Wyndham	1	18	0
Yalgoo	5	0	0
Yarri-Yarri	5	0	0

#### 26.—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 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 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 has remained at work, in which case payment shall, if the worker in writing so requires, be paid 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 date of delivery of this Award.

## (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 date of delivery of this Award, 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.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 254 of 1958.

Between West Australian Amalgamated Society of Railway Employees Union of Workers, Applicant, and The Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. P. Wilson on behalf of the applicant and Mr. J. McKerrow on behalf of the respondent and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 34 of 1955, as amended, be and the same is hereby further amended in the following terms and that this Order shall have effect as from the beginning of the pay period commencing on the 2nd day of November, 1958.

## 1.—Clause 45—Wages.

Item 125—Road Service Operators—Delete (a) (b) and (c) of this item and insert in lieu thereof the following:—

Margin over  
Basic Wage  
£ s. d.

- |   |        |
|---|--------|
| (a) Motor bus driver of vehicle not articulated (if collecting fares in vehicle with seating accommodation for more than ten (10) passengers) shall be paid three shillings (3s. 0d.) per day extra. This allowance shall not be taken into consideration in assessing overtime or other penalty rates prescribed in this Award | 3 2 6  |
| (b) Motor bus driver of articulated vehicle (if collecting fares) shall be paid three shillings (3s. 0d.) per day extra. This allowance shall not be taken into consideration in assessing overtime or other penalty rates prescribed in this Award   | 3 15 6 |
| (c) Motor bus conductor   | 1 17 6 |

2. Liberty is reserved to either parties at any time to apply to amend the various clauses as contained in Application No. 173 of 1958.

Dated at Perth this 4th day of December, 1958.

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

## INDUSTRIAL AGREEMENT

No. 24 of 1958

(Registered 2nd December 1958.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 18th day of November 1958, between the Kalgoorlie Brewing Company Limited whose registered office is situated at Brookman Street, Kalgoorlie (hereinafter called "the employer") of the one part and the Breweries and Bottleyards Employees' Industrial Union of Workers of Western Australia registered under the provisions of the Industrial Arbitration Act 1912-1952 and having its registered office at the Trades Hall, Perth (hereinafter called "the Union") of the other part whereby it is mutually agreed as follows:—

Whereas the parties hereto being the parties to an Industrial Agreement made on the 12th day of August 1958, Agreement No. 16 of 1958, have mutually agreed that the said Industrial Agreement be varied, then the said Industrial Agreement shall be and the same is hereby varied by deleting the existing Clause 15—Bonus and inserting in its stead the following:—

## 15. BONUS.

The employer shall pay to an employee receiving wages under this Agreement a bonus equal to one fifty-second part of each week's

pay. The employer's liability shall become absolute at the end of each week of an employee's service. The said bonus shall be accumulated by the employer and held on behalf of and paid to the employee entitled thereto in the last week of December in each year or on the earlier termination of his service.

As witness whereof the above parties have executed these presents the day and year hereinbefore mentioned.

Signed for and on behalf of  
the Kalgoorlie Brewing  
Company Limited in the  
presence of:—

C. H. MERRY,  
Director.

T. E. HOSKING,

B. S. MILBANKE,  
Secretary.

The Common Seal of the  
Breweries and Bottleyards  
Employees' Industrial Union  
of Workers of Western  
Australia was hereunto af-  
fixed in the presence of:—

[L.S.] F. R. BENNETT,  
President.

D. W. COOLEY,  
Secretary.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

(No. 182 of 1958.)

Between the Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and the State Electricity Commission of Western Australia, Respondent.

HAVING heard Mr. D. E. Maguire on behalf of the Applicant and Mr. E. R. Kelly on behalf of the Respondent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 18 of 1958 be and the same is hereby amended in the following manner:—

1.—Clause 20—Shift Work.

Subclause 2—Continuous Shift Workers.

Delete (a) and (c) of this subclause and insert in lieu thereof the following:—

(a) The loading on the ordinary rates of pay for continuous shift workers shall be 7½% for afternoon shift and 10% for night shift worked between midnight on Sundays and midnight on Fridays.

(c) Double time shall be paid for rostered shifts worked by continuous shift workers between midnight on Saturdays and midnight on Sundays.

2.—Clause 31—Liberty to Apply.

Delete the whole of this clause.

3.—Clause 32—Wages.

Renumber this clause 31.

Dated at Perth this 8th day of December, 1958.

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

INDUSTRIAL AGREEMENT.

No. 23 of 1958.

(Registered 28th November, 1958.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 18th day of November, 1958, between the Swan Brewery Company Limited; the Emu Brewery Limited; and the West Australian Glass Manufacturers Limited; and

Union Maltings Proprietary Limited, all of Perth and Fremantle (hereinafter called "the employers") of the one part and the Breweries and Bottleyards Employees' Industrial Union of Workers of Western Australia registered under the provisions of the Industrial Arbitration Act, 1912-1952, and having its registered office at the Trades Hall, Perth (hereinafter called "the Union") of the other part whereby it is mutually agreed as follows:—

Whereas the parties hereto being the parties to an industrial agreement made on the 30th day of June, 1958, Agreement No. 10 of 1958, have mutually agreed that the said industrial agreement be varied, then the said industrial agreement shall be and the same is hereby varied by deleting the existing Clause 13—(Bonus) and inserting in its stead the following:—

13.—Bonus.

The employer shall pay to an employee receiving wages under this Agreement a bonus equal to one fifty-second part of each week's pay. The employer's liability shall become absolute at the end of each week of an employee's service. The said bonus shall be accumulated by the employer and held on behalf of and paid to the employee entitled thereto in the last week of December in each year or on the earlier termination of his service.

As witness whereof the above parties have executed these presents the day and year hereinbefore mentioned.

Signed for and on behalf of  
the Swan Brewery Company  
Limited in the presence  
of:—

J. L. Stevens.

P. JOHNSON.

Signed for and on behalf of  
the Emu Brewery Limited  
in the presence of:—

P. Johnson.

J. L. STEVENS.

Signed for and on behalf of  
the West Australian Glass  
Manufacturers Limited in  
the presence of:—

N. A. Andrew.

D. BUCHANAN.

Signed for and on behalf of  
Union Maltings Proprietary  
Limited in the presence  
of:—

S. M. Relly.

E. L. BARRETT.

The Common Seal of Brew-  
eries and Bottleyards Em-  
ployees' Industrial Union of  
Workers of Western Aus-  
tralia was hereunto affixed  
in the presence of:—

[L.S.] F. R. BENNETT,  
President.  
D. W. COOLEY,  
Secretary.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 272 of 1958.

Between Government Printer, Applicant, and Printing Industry Employees' Union of Australia, Western Australian Branch, Industrial Union of Workers, Perth, Respondent.

HAVING heard Mr. E. R. Kelly on behalf of the applicant and Mr. H. Barry on behalf of the respondent, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 22 of

1956, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 24th day of December, 1958.

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

Schedule.

Clause 5.—Rates of Wages.

Subclause (e) Additional Allowance.—Delete the existing subclause and insert in lieu thereof:—

(e) Additional Allowance.

In addition to the margins herein prescribed, workers shall be paid according to their years of continuous service as an adult during the operation of this Award allowances as follows:—

	Per Week.		
	£	s.	d.
(1) Journeymen:			
First Year	Nil		
Second Year	5	0	
Third Year	5	0	
Fourth Year	10	0	
Fifth Year	10	0	
Sixth to 10th year inclusive	15	0	
Eleventh year and thereafter	1	0	0
Service up to and including five (5) years as at the date of this Award shall count for the purpose of assessing the above allowances.			
(2) All Other Adult Male Employees:			
First Year	Nil		
Second year and thereafter	5	0	
(3) Females:			
First Year	Nil		
Second year and thereafter	3	0	

Clause 6.—Hours.

Subclause (a).—Delete the existing subclause and insert in lieu thereof:—

(a) The ordinary hours of work for all employees covered by this Award shall be forty (40) hours per week.

Clause 24.—No Reduction.

Delete the words, "or be the means of increasing his or her hours," being the last words in the first paragraph of this clause.

MINING ACT, 1904-1952.

Part XIII.—Division 1.

Before the W.A. Coal Industry Tribunal held at Collie.

Application No. 28 of 1958.

Between Amalgamated Collieries of W.A. Ltd., and others, Applicants, and Amalgamated Engineering Union of Workers of W.A. Ltd., Collie Branch, Australasian Society of Engineers, Collie River Districts Branch, Respondents.

The Employers made application to amend Long Service Leave Order No. 105 of 1955 by adding to Clause 2 a new subclause (xii).

(Application No. 28 of 1958 of the W.A. Coal Industry Tribunal.)

The Tribunal hereby awards, orders and prescribes that Award No. 105 of 1955 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:—

1. Amend clause 2 by inserting the following new subclause.

(xii) Notwithstanding anything elsewhere contained in this Award an employer may require any employee who has qualified for long service leave to take such leave at any time provided he is given one month's notice of the date of commencement of such leave.

(4)—21293

2. This amendment shall take effect forthwith. Dated at Collie this 26th day of November, 1958.

W. J. WALLWORK,  
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 10th day of December, 1958.

R. BOWYER,  
Clerk of Court of Arbitration.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

13 of 1958.

Between the Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and Lake View and Star Limited and others, Respondents.

HAVING heard Mr. J. G. White on behalf of the applicant union and Mr. D. E. Cort on behalf of the respondents, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 28A of 1946, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 22nd day of December, 1958.

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

Schedule.

(1) Clause 2—Arrangement.—Insert new item and numeral: "23—Long Service Leave."

(2) Clause 23.—Add new clause as follows:—

Long Service Leave.

(a) Entitlement to Leave.

A worker shall in respect of continuous service with one and the same employer be entitled to the long service leave as hereinafter prescribed.

(b) Period of Leave.

The amount of such entitlement in the case of a worker who has completed at least twenty (20) years' continuous service with one and the same employer shall be:—

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

(ii) in respect of each ten (10) years' service with such employer completed after such twenty (20) years—six and one half (6½) weeks' leave.

(c) Pro Rata Entitlement on Termination.

(i) Where a worker has completed at least ten (10) years but less than fifteen (15) years of continuous service with one and the same employer and his employment is terminated by the employer for any cause other than serious misconduct, or by death during his employment, or by the worker on account of personal sickness or injury or domestic or any other pressing necessity where such personal sickness, injury or necessity is of such nature as, in the opinion of the employer or, in the event of a dispute, of the Special Board of Reference, to justify such termination, the worker shall be entitled (or, in the case of death, his personal representative shall be entitled) to such payment as equals a proportionate amount of leave in respect of the period of completed years of such service, on the basis of thirteen (13) weeks for twenty (20) years' service.

(ii) Where a worker has completed at least fifteen (15) years' continuous service with one and the same employer and his employment is terminated for any reason other than by the employer for serious misconduct, he shall be entitled (or, in the case of death, his personal representative shall be entitled) to such payment as equals 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 thirteen (13) weeks for twenty (20) years' service.

(d) Calculation of Continuous Service.

(1) For the purpose of this clause the following absences (whether before or after the commencement of this clause) 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 worker 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—except where such service occurs after 26th June, 1950, in Korea or Malaya—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 worker 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 employer if such termination has been made merely with the intention of avoiding obligations under this Award in respect of long service leave or annual leave; and
- (iv) absence necessitated by personal sickness or injury of which not more than fifteen (15) working days a year shall count as service.

(2) For the purposes of this clause the following absences (whether before or after the commencement of this clause) 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 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 (2) months from the date of such termination;
- (ii) absence during any standing down of a worker in accordance with the provisions of the relevant clause of this Award;
- (iii) absence following 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 (6) months from the date of such termination;
- (iv) absence of the worker authorised by the employer at any time;
- (v) absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute; and
- (vi) any reasonable absence of the worker on legitimate Union business in respect of which he has requested and been refused leave.

(3) After the coming into operation of this clause, absence from work by reason of any cause, not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purpose of this clause unless the employer

during the absence or within fourteen (14) 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. Such notice may be given by delivering it 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.

(e) Service Before Commencement of Clause.

For the purpose of computing entitlement to leave, continuous service of a worker with one and the same employer immediately prior to the coming into operation of this clause shall be taken into account but only to the extent of the last twenty (20) completed years of such service.

(f) Time of Taking Leave.

Long service 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.

(g) Notice to Take Leave.

Except where the time for taking leave is agreed to, the employer shall give to a worker three (3) months' notice (where practicable) or in any case at least one (1) month's notice of the date from which his leave is to be taken.

(h) Broken Leave.

Long service leave shall be granted and taken in one continuous period or, if the worker and employer so agree, in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(i) Granting of Leave Before Due Date.

(i) Any employer may by agreement with a worker allow long service leave to such 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 long service leave in respect of any period until after the expiration of the period in respect of which such long service leave had been taken before it accrued due.

(ii) Where long service leave has been granted to a worker pursuant to this subclause before the right thereto has accrued due, and the worker subsequently leaves or dies or is discharged from the service of the employer, the employer may deduct from whatever remuneration is payable upon the termination of the employment, a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he is not at the date of the termination of his employment or prior thereto, entitled.

(j) Payment for Period of Leave.

(i) Each worker 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 Award but in the case of casuals and part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

(ii) Provided that, where by agreement between the employer and the worker, the taking of the leave due to the worker or any portion of it 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 at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he enters upon the period of leave.

## (iii) Ordinary time rate of pay—

- (a) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like except District Allowance when the worker or his family or dependants remain in the Award area and Industry Allowance;
- (b) 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.
- (iv) Payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates.

Liberty is reserved to the parties to apply to amend this subclause.

## (k) Method of Payment.

Payment shall be made in one of the following ways:—

- (i) In full before the worker goes on leave; or
- (ii) at the same times 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.

## (l) Payment on Termination for Leave not Taken.

Where the employment of a worker is terminated and he has an entitlement to long service leave, the employer shall thereupon pay to the worker a sum equivalent to the amount which would have been payable in respect of the period of long service leave to which the worker would have been entitled if he had taken the same at the time of such termination.

## (m) Payment on Death.

Where a worker dies during his employment and any long service leave to which he is entitled under this clause has not been taken or received in full by the worker, the employer shall, upon request by the personal representative of the deceased worker, pay to that representative the amount due in respect of such leave. The obligation of the employer to such worker in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

## (n) Public Holidays and Annual Leave During Period of Leave.

Any long service 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.

## (o) Transmission of Business.

For the purposes of this clause, where a business has, whether before or after the coming into operation of this clause, been transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transferee) and a worker who at the time of such transmission was a worker employed by the transmitter in that business becomes a worker employed by the transferee—

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

## (p) Transfer of Workers to Associated Companies.

Where a worker, either at the request or with the consent of the employer being a company, transfers his employment to that of another company associated with that of the original employer, the continuity of the worker's service shall not be deemed to have been broken by reason only of such transfer and the period of the continuous service the worker has had with the original employer shall be deemed to be continuous service with the company to which the worker transfers. For the purpose of this subclause, companies shall be deemed to be associated companies when one company is a subsidiary of the other or where two companies are each a subsidiary of a third company.

## (q) Records to be Kept.

(i) Each employer shall during the employment and for a period of twelve (12) months (three (3) years in case of death) 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 in accordance with this clause.

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

## (r) Special Board of Reference.

(i) There shall be constituted a Special Board of Reference for the purpose of this clause to which all disputes and matters arising under this clause shall be referred and the Board shall determine all such disputes and matters.

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

- (a) the settlement of disputes on any matters arising out of this clause;
- (b) the determination of such matters as are specifically assigned to it by this clause.

(iii) The Special Board of Reference shall consist of the Registrar of the Court or his deputy if he be unable to act as Chairman and one (1) representative nominated by the Chamber of Mines of W.A. (Incorporated) and one by the Union.

## (s) Prohibition of Working During Period of Leave.

(i) Subject to paragraph (ii) of this subclause, no worker shall, without the consent of the employer, during any period when he is on long service leave, engage in any employment for hire or reward. If a worker breaches this provision he shall, at the discretion of the employer, thereupon forfeit all his current leave rights under this clause and the employer shall be entitled to cancel any further payment in respect of those rights and to reclaim at law any payments already made on account of such period during which the worker was so engaged in employment.

(ii) This subclause shall not apply in the case of former workers who have received payment in lieu of leave on termination of their employment in accordance with subclause (c) of this clause.

## (t) Exemptions.

Any employer who provides or proposes to provide a scheme for long service leave which, viewed as a whole, is more favourable to the worker than the provisions herein prescribed, may apply to the Court for exemption from the provisions of this clause and the Court may at its discretion refuse or grant such exemption, subject to such conditions (if any) as to the modification of the scheme or otherwise as the Court thinks desirable.

## BETTING CONTROL ACT, 1954-1957.

## Transfer of Registration.

NOTICE is hereby given of the transfer of the registration of premises in the name of Peter Varthalamos Kakulas from the premises at 507 Wellington Street, Perth, to premises at 509 Wellington Street, Perth.

H. H. STYANTS,  
Chairman, The Betting Control Board  
of Western Australia.

## COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office and/or the Days and Hours such Office is Accessible to the Public.

## Bays Transport Service Ltd.

NOTICE is hereby given that the registered office of Bays Transport Service Ltd. was, on the 1st day of January, 1959, changed to and is now situated at 12-26 Graylands Road, Claremont (P.O. Box 45, Claremont).

Dated this 7th day of January, 1959.

ROY WARREN,  
Secretary.

## COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office.

## Bell Bros. Pty. Ltd.

## Modern Transport Pty. Ltd.

## Westralian Ores Pty. Ltd.

NOTICE is hereby given that the registered office of the above three companies was, on the 22nd day of December, 1958, changed to and is now situated at 136-138 Great Eastern Highway, South Guildford.

Dated this 8th day of January, 1959.

PARKER, BYASS & SCHLAM,  
Solicitors for the Companies.

## COMPANIES ACT, 1943-1954.

Notice of Intention to Cease Business in Western Australia.

(Pursuant to Section 337.)

## Bramac Limited.

NOTICE is hereby given that Bramac Limited, a company registered under Part XI of the Companies Act, 1943-1954, and having its registered office at Kenilworth Street, Maylands, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 13th day of April, 1959.

Dated the 8th day of January, 1959.

E. RUSSELL,  
Local Agent.

Messrs. Stone James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1954.

C.M.L. FIRE AND GENERAL INSURANCE COMPANY LIMITED hereby gives notice that the registered office of the company is situated at 55 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Between the hours of 10 a.m. to 12 noon and 2 p.m. to 4 p.m. Mondays to Fridays inclusive, public holidays excepted.

Dated this 14th day of January, 1959.

W. B. JEANES,  
Agent in Western Australia.

Jackson, McDonald Connor & Ambrose, Solicitors, Perth.

## COMPANIES ACT, 1943-1954.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

## B.K.W. Co-operative Ltd.

1.—B.K.W. CO-OPERATIVE LTD. hereby gives notice that, by a resolution of the company passed on the 19th day of December, 1958, the nominal share capital of the Company was increased by the addition thereto of the sum of £25,000 (twenty-five thousand) divided into 25,000 shares of one pound each beyond the registered capital of £50,000 (fifty thousand).

2.—The additional capital is divided as follows:—

Number of Shares: 25,000; Class of Shares: Ordinary; Nominal Amount of Each Share: One pound.

3.—The conditions (e.g., voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows:—*Pari passu* with existing issued shares.

4.—Not applicable.

Dated this 9th day of January, 1959.

A. P. McGUIRE,  
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).)

## G. Coli Pty. Ltd.

NOTICE is hereby given that registered office of G. Coli Pty. Ltd. is situated at 224 William Street, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday (inclusive), 10 a.m. to 4 p.m.

Dated this 12th day of December, 1958.

G. COLI,  
Director.

## COMPANIES ACT, 1943-1954.

(Section 99 (4).)

Notice of Situation of Registered Office.

## Enco Distributors Pty. Ltd.

NOTICE is hereby given that the registered office of Enco Distributors Pty. Ltd. is situated at 61 Adelaide Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays (except public holidays), from 9 a.m. to 5 p.m.

Dated this 22nd day of December, 1958.

D. W. FINKELSTEIN,  
Solicitor for the Company.

D. W. Finkelstein, 63 St. George's Terrace, Perth, Solicitor for the Company.

## COMPANIES ACT, 1943-1954.

Notice of Change of Company Name.

(Section 30 (5).)

NOTICE is hereby given that Wyper Howard Holdings Limited has, by a special resolution of the company, and with the approval of the Registrar of Companies, signified in writing, changed its name to Vox Adeon Howard Holdings Ltd.

Dated the 18th day of December, 1958.

R. J. BEVAN,  
Secretary.

## COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Special Resolution for Voluntary  
Winding Up.

(Pursuant to Section 232 (1).)

Commercial Minerals Pty. Limited.

NOTICE is hereby given that at an extraordinary general meeting of Commercial Minerals Pty. Limited, duly convened and held at the offices of S. J. McGibbon & Co., Shell House, St. George's Terrace, Perth, on the 8th day of January, 1959, at 11.15 o'clock in the forenoon, the following special resolution was duly passed:—

That the company be wound up in terms of Section 238 of the Companies Act as a members' voluntary winding up.

That Mr. Allan Martin be appointed Voluntary Liquidator.

That his remuneration be fixed at 5 per cent. (five per cent.) of all moneys realised together with out of pocket expenses.

Dated this 8th day of January, 1959.

R. W. BLAIR,  
Chairman of Meeting.

## COMPANIES ACT, 1943.

NOTICE is hereby given that a general meeting of Whitworths Pty. Ltd. (In Liquidation) will be held at the office of the Liquidator, G. S. King, Chartered Accountant (Aust.), 97 St. George's Terrace, Perth, on Wednesday, the 25th February, 1959, at 11 a.m., for the purpose of receiving the account of the liquidation and any explanation thereof.

G. S. KING.

## COMPANIES ACT, 1943-1946.

Notice of Increase in Share Capital Beyond the  
Registered Capital.

(Pursuant to Section 66.)

Gascoyne Trading Pty. Limited.

1. GASCOYNE TRADING PTY. LIMITED hereby gives notice that, by a resolution of the company passed on the 18th December, 1958, the nominal share capital of the company was increased by the addition thereto of the sum of £80,000 pounds divided into 80,000 shares of £1 each beyond the registered capital of £20,000.

2. The additional capital is divided as follows:—

Number of shares: 80,000; class of shares: ordinary; nominal amount of each share: £1 per share.

3. The conditions (*e.g.*, voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows: *Pari passu* with existing issued shares.

4. Not applicable.

Dated this 7th day of January, 1959.

J. H. WORTHINGTON,  
Secretary.

## COMPANIES ACT, 1943-1954.

UNDERWRITING AND INSURANCE COMPANY PTY. LTD. hereby gives notice that the registered office of the company was, on the 8th day of December, 1958, changed to and is now situated care of Messrs. A. F. Longfellow, Associated Insurance Brokers, Ground Floor, 1111 Hay Street, Perth.

Dated this 14th day of January, 1959.

A. F. LONGFELLOW,  
Agent in Western Australia.

Jackson, McDonald, Connor & Ambrose, Solicitors, Perth.

## COMPANIES ACT, 1943-1955.

Notice of Final Meeting of Creditors and  
Shareholders.

(Pursuant to Section 251.)

Gibsons and Paterson (W.A.) Pty. Ltd.  
(In Liquidation).

NOTICE is hereby given that the final meeting of Gibsons and Paterson (W.A.) Pty. Ltd. (In Liquidation) will be held at the office of the liquidator, c/o Messrs. Stowe & Stowe, Chartered Accountants (Aust.), 8 Esplanade, Perth, on Monday, 16th February, 1959, at 10 a.m., for the purpose of receiving the liquidator's final account and report on the winding-up.

Notice is also given that a general meeting of the company will be held at the office of the liquidator on 16th February, 1959, at 10.15 a.m., to receive the liquidator's final account and report referred to herein.

Dated at Perth this 14th day of January, 1959.

J. E. V. MURDOCH,  
Liquidator.

## COMPANIES ACT, 1943-1946.

Notice of Increase in Share Capital Beyond the  
Registered Capital.

(Pursuant to Section 66.)

Golden Gleam Fish Processing Co. Pty. Ltd.

1.—GOLDEN GLEAM FISH PROCESSING CO. PTY. LTD. hereby give notice that, by a resolution of the company, passed on the 5th day of December, 1958, the nominal capital of the company was increased by the addition thereto of the sum of fifteen thousand pounds divided into fifteen thousand shares of one pound each beyond the registered capital of ten thousand pounds.

2.—The additional capital is divided as follows:—  
No. of Shares: 15,000; Class of Shares: Ordinary;  
Nominal Amount of Each Share: £1.

3.—The conditions (*e.g.*, voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows: The shares created are ordinary shares of £1 each to be issued and rank *pari passu* with the shares already issued.

4.—The rights attached to the preference shares or to each class of preference shares forming part of the original or increased capital of the company are:—The company has only one class of shares—ordinary.

Dated this 7th day of January, 1959.

E. RUSSELL,  
Director.

## COMPANIES ACT, 1943-1954.

Notice of Special Resolution.

(Pursuant to Sections 121 and 232 (1).)  
Harvey Co-operative Limited.

NOTICE is hereby given and I, Allison Littlewood Johnson, of Harvey, do hereby certify that, at a general meeting of Harvey Co-operative Limited, duly convened and held at Harvey on the 19th day of December, 1958, at 8 o'clock p.m., the following special resolution was duly passed, namely: That the company be wound up voluntarily and that Mr. Horace Carson Stewart, of 101 St. George's Terrace, Perth, be appointed liquidator.

Dated the 29th day of December, 1958.

A. L. JOHNSON,  
Chairman of the Meeting.

Parker & Parker, 21 Howard Street, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1954.

(Pursuant to Sections 197 and 210.)

National Motor Traders Pty. Ltd.

NOTICE is hereby given that a meeting of creditors of the company will be held on Tuesday, the 27th January, 1959, at 10.30 a.m., and a meeting of contributories will be held at 2.30 p.m. on Tuesday, the 27th January, 1959, at the offices of Messrs. D. C. A. Robertson & Co., Chartered Accountants (Aust.), 1141 Hay Street, West Perth, for the purpose of:—

- (1) Nominating an official liquidator.
- (2) To determine whether an application is to be made to the Court for the appointment of a committee of inspection.

D. C. A. ROBERTSON,  
Provisional Liquidator.

COMPANIES ACT, 1943-1954, AND  
AMENDMENTS.

C. H. Richardson Pty. Ltd., Registered Office,  
Perpetual Trustee Building, 22 Howard Street,  
Perth.

Notice of Meeting of Creditors.

(Pursuant to Section 244 (4).)

NOTICE is hereby given that a meeting of creditors of C. H. Richardson Pty. Ltd. will be held at the Board Room, Perth Chamber of Commerce, 11 Howard Street, Perth, on Friday, 30th January, 1959, at 4 p.m., for the purposes set out in sections 244, 245 and 246 of the Companies Act.

14th January, 1959.

By order of the Board,

C. H. RICHARDSON,  
Director.

Western Australia.

## COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office of a Company Incorporated outside Western Australia which Carries on Business within Western Australia.

Taylor Instrument Companies of Australia Pty.  
Limited.

TAYLOR INSTRUMENT COMPANIES OF AUSTRALIA PTY. LIMITED hereby gives notice that the registered office of the company was, on the 15th day of February, 1958, changed to and is now situated at Seventh Floor, 81 St. George's Terrace, Perth.

Dated the 12th day of January, 1959.

R. E. BLANCKENSEE,  
Agent in Western Australia.

Messrs. Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1954.

Notice of Change of Company Name.

(Section 30 (5).)

Siemens (Australia) Proprietary Limited.

NOTICE is hereby given that Siemens (Australia) Proprietary Limited has, by a special resolution of the company, and with the approval of the Registrar of Companies, signified in writing, changed its name to Siemens Edison Swan (Australia) Proprietary Limited.

Dated this 23rd day of December, 1958.

T. MACFARLANE,  
Deputy Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT,  
1943-1954, and in the matter of Air-Culture  
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 Air-Culture Pty. Ltd.

Dated this 9th day of January, 1959.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,  
1943-1954, and in the matter of L. B. & V. M.  
Carmody 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 L. B. & V. M. Carmody Pty. Ltd.

Dated this 31st 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 Enco Distribu-  
tors 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 Enco Distributors Pty. Ltd.

Dated this 24th 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 Moore Pros-  
pecting 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 Moore Prospecting Pty. Ltd.

Dated this 24th 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.

(Section 340, Subsection 4.)

Nottingham (Workers' Compensation Insurances)  
Pty. Limited.

NOTICE is hereby given that the name of the abovementioned company has been struck off the Register of Companies and the said company has ceased to be registered under Part XI of the above Act as from the date of publication of this notice.

Dated the 14th day of January, 1959.

T. MACFARLANE,  
Deputy Registrar of Companies.

**IN THE MATTER OF THE COMPANIES ACT,  
1943-1954, and in the matter of Ri-Co Pty. Ltd.**

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation as a Limited Company, has this day been issued to Ri-Co Pty. Ltd.

Dated this 31st 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 P. C. Timms  
& Co. Pty. Ltd.**

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation as a Limited Company, has this day been issued to P. C. Timms & Co. Pty. Ltd.

Dated this 31st 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.**

(Section 296, Subsection (5).)

NOTICE is hereby given that the names of the undermentioned companies have been struck off the Register of Companies and the said companies are dissolved as from the date of publication of this notice.

- 16/31—Richmond N. S. Brewing Copmany (W.A.) Proprietary Limited.
- 76/37—Swan River Ferries (1936) Pty. Limited.
- 12/38—Evanston Gold (No Liability).
- 18/38—Fred Emery Pty. Limited.
- 45/46—Packer and Company Proprietary Limited.
- 25/48—North Golden Mile Options Limited.
- 50/48—I. Redelman & Son (W.A.) Pty. Limited.
- 55/48—M. P. Cullity Pty. Ltd.
- 96/49—Investigators Pty. Ltd.
- 67/52—Goddard Farms Pty. Limited.
- 69/52—Rural Projects Pty. Ltd.
- 71/53—North Beach Builders Pty. Ltd.
- 179/54—Industrial Planning and Management Limited.
- 202/54—Mooolyanup Oil & Minerals Syndicate Ltd.
- 257/54—Kalgoorlie Gold Options Ltd.
- 196/55—G. R. I. P. Laboratories Pty. Ltd.
- 6/56—K. J. Cluett & Co. Pty. Ltd.
- 46/56—Home Industrial & Plumbing Supplies Pty. Ltd.
- 35/56—B. O. S. Pty. Ltd.
- 34/57—Bunbury Drive-in Theatres Limited.

Dated the 14th day of January, 1959.

**T. MACFARLANE,**  
Deputy Registrar of Companies.

**PARTNERSHIP ACT, 1895.**

Notice of Dissolution.

NOTICE is hereby given that the partnership between Herman Nyhuis, Willem Nyhuis, Nicolaas Mol, Johannes Nicolaas Mol and Quirinus Johannes Mol in the business of "The Murray River Trading Co." at 29 Naval Base Road, Robbs Jetty, was dissolved on the 17th day of December, 1958.

Dated this 7th day of January, 1959.

**B. P. KAKULAS,**  
Solicitor, Perth.

**IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.**

In the matter of the Will of John Hugh Ackland, late of 98 Archdeacon Street, Nedlands, in the State of Western Australia, Member of Parliament, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executor, care of John Walton, of 170 St. George's Terrace, Perth, in the said State, on or before the 17th 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 7th day of January, 1959.

**JOHN WALTON, LL.B.,**  
of 170 St. George's Terrace, Perth,  
Solicitor for the Executor.

**IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.**

In the matter of the Will and estate of Oliver Ayton, late of Schrueth Street, Kelmscott, in the State of Western Australia, Brickmaker, deceased, testate.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Administrator—with the Will—the West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 17th day of February, 1959, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 6th day of January, 1959.

**JOHN WALTON.**

John Walton, LL.B., of 170 St. George's Terrace, Perth, Solicitor for the Administrator.

**IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.**

In the matter of the Will of Harold John Creed, late of 59 Preston Street, Como, in the State of Western Australia, Retired Bank Manager, 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, of 89 St. George's Terrace, Perth, on or before the 17th 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 7th day of January, 1959.

**GIBSON & GIBSON,**  
Victoria House, 98 St. George's Terrace, Perth.  
Solicitors for the Executor.

**IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.**

In the matter of the Will and Codicil of Herbert James Lambert, late of 35 The Esplanade, South Perth, in the State of Western Australia, Retired Newspaper Editor, 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 17th 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 then shall have had notice.

Dated the 9th day of January, 1959.

ROBINSON, COX & CO.,  
20 Howard Street, Perth,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Harry Stanley Morgan, late of Bracken Cottage, Cherry Tree Lane, Fulmer, Buckinghamshire, England, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administrators, care of the undersigned, on or before the 17th day of February, 1959, after which date the said Administrators will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which they shall then have had notice.

Dated the 8th day of January, 1959.

DWYER & THOMAS,  
of 49 William Street, Perth,  
Solicitors for the Administrators.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alfred Sandover, late of 35 Mount Street, Perth, in the State of Western Australia, Merchant, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, care of the undersigned, on or before the 17th day of February, 1959, after which date the said Executors, will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which they shall then have had notice.

Dated the 8th day of January, 1959.

DWYER & THOMAS,  
of 49 William Street, Perth,  
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Arthur Turton, late of 25 Harvest Road, North Fremantle, in the State of Western Australia, Lighterman and Company Director, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor of the Will, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the State of Western Australia, on or before the 17th 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 7th day of January, 1959.

UNMACK & UNMACK,  
12 Howard Street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and First Codicil of Amelia Webster, formerly of c/o Wentworth Hotel, William Street, Perth, in the State of Western Australia, Widow, then of 7 Kitchener Street, Subiaco, in the said State, Widow, but late of Hamersley Rest Home, 441 Rokeby Road, Subiaco, aforesaid, 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 17th 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 9th day of January, 1959.

RALPH J. STODDART,  
of 135 St. George's Terrace, Perth,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 16th 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 14th day of January, 1959.

J. H. GLYNN,  
Public Trust Office,  
State Insurance Building,  
184 St. George's Terrace, Perth, W.A.

Name; Occupation; Address; Date of Death.

- Barnes, Horace Bennett; Marine Dealer; late of 4 Thorogood Street, Victoria Park; 21/10/58.  
Carrick, Edith Olive; Widow; late of 8 Burgess Street, Leederville; 25/11/58.  
Dungate, Florence Victoria; Married Woman; late of 74 Hensman Street, South Perth; 30/8/58.  
Fletcher, Grace Emily; Widow; late of 9 Park Road, Mount Lawley; 14/11/58.  
Howell, Fanny; Married Woman; late of 24 Williams Road, Kalamunda; 24/6/58.  
Lamont, Charles Harold; Bank Clerk; late of 27 Surrey Road, Rivervale; 24/12/58.  
Okes, Howard Cecil; Retired Rural Worker; late of Nedlands; 14/12/58.  
Shepherd, Emma; Widow; late of 23 Cavendish Street, Highgate Hill; 11/11/58.  
Weaver, Jack Ellison; Police Sergeant; late of 63 Peebles Road, Floreat Park; 7/12/58.  
Wilde, Charles Alan; Retired Civil Servant; formerly of Leederville but late of 9 McMillan Street, Victoria Park; 25/11/58.  
Castle, Alice Agnes; Married Woman; late of 20 Hewitt Street, Kalgoorlie; 18/9/58.  
Edwards, Thomas Arthur; Retired Miner; late of 136 Wittenoom Street, Collie; 8/11/58.  
Grace, John Roy; Mine Engine Driver; late of 4 O'Berthur Street, Kalgoorlie; 8/5/58.  
Weir, Robert Smith; Retired Teamster and Farmer; late of "Braeside," Toodyay; 13/8/58.

## PUBLIC TRUSTEE ACT, 1941-1953.

NOTICE is hereby given that pursuant to Section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 13th day of January, 1959.

J. H. GLYNN,  
Public Trustee.  
184 St. George's Terrace, Perth.

Name of Deceased; Occupation; Address;  
Date of Death; Date Election Filed.

Kennedy, Hilda Evelyn; Widow; formerly of Perth but late of Claremont; 4/10/58; 7/1/59.

Wallis, Ethel May; Married Woman; formerly of West Perth and of Leederville but late of Claremont; 13/9/58; 12/1/59.

Acts of Parliament, etc.—*continued.*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
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

	£	s.	d.
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
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

Acts of Parliament, etc.—*continued.*

	£	s.	d.
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	6½
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

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