



Government Gazette

OF

WESTERN AUSTRALIA

(Published by Authority at 3.30 p.m.)

(REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER)

No. 57]

PERTH: FRIDAY, 30th JUNE

[1961

Bank Holiday at Broome.

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.

C.S.D. 247/59.

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Lieutenant-Governor and Administrator of the said State do, by this my Proclamation, appoint the following special Bank Holiday:—

Date; Place.

Monday, 31st July, 1961; Broome.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of June, 1961.

By His Excellency's Command,

ROSS HUTCHINSON,
Chief Secretary.

GOD SAVE THE QUEEN ! ! !

PROCLAMATION

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

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

WHEREAS by the Transfer of Land Act, 1893-1959, the Governor is empowered, by Proclamation in the *Government Gazette*, to revest in Her Majesty as of her former estate all or any lands, whereof Her Majesty may become the registered proprietor; and whereas Her Majesty is now the registered proprietor of the lands described in the

schedule hereto: Now, therefore I, the Lieutenant-Governor and Administrator, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors, the lands described in the schedule hereto as of her former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of June, 1961.

By His Excellency's Command,

(Sgd.) C. D. NALDER,
Acting Minister for Lands.

GOD SAVE THE QUEEN ! ! !

Schedule.

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

- 2238/59; portion of Canning Location 2 and being lot 1 on Diagram 4721; 1151, 484.
- 2238/59; portion of Canning Location 2 and being lot 499 on Plan 7092; 1243, 551.
- 2238/59; portion of Canning Location 2 and being lot 336 on Plan 7143; 1243, 550.
- 62/57; portion of Canning Location 37 and being lot 223 on Plan 5137; 1243, 382.
- 642/58; Merredin Lot 948; 1244, 34.
- 663/51; Quairading Lot 244; 1237, 515.
- 3140/59; portion of Cockburn Sound Location 551 and being lots 65, 173 and 174 on Plan 6679; 1241, 584.
- 2250/60; portion of Narrogin Lot 284 and being the portion coloured brown and marked "R.O.W." on Diagram 26068; 1243, 571.
- 85/61; portion of Swan Location 33 and being the portion coloured brown and marked "R.O.W." on Diagram 21008; 1244, 933.
- 2309/60; portion of Cue Town Lot 39 and the portions of Cue Town Lot 38 numbered 2 and 3 on Deposited Plan 1217; 210, 186.
- 2309/60; portion of Cue Town Lot 38 and being part of lot 4 on Plan 1217; 1046, 870.

- 3840/59; portion of Swan Location Q1 and being lot 43 on Diagram 25281; 1241, 397.
 1036/60; portion of Swan Location 74 and being the portion coloured brown and marked "Footway" on Diagram 25601; 1242, 461.
 406/60; portion of Perthshire Location Au and being lot 10 on Diagram 25447; 1244, 370.
 1904/57; Pinjarra Suburban Lot 4 and portion of Pinjarra Suburban Lot 3; 1240, 885.
 3173/59; portion of Wellington Location 5 and being lot 3 on Diagram 25104; 1242, 67.
 2256/60; portion of Swan Location Q1 and being lot 21 on Plan 7488; 1243, 385.
 1708/01, Vol. 2; Fremantle Town Lot 734; 1219, 630.
 1708/01, Vol. 2; Fremantle Town Lot 762; 8; 92.
 1708/01, Vol. 2; Fremantle Town Lot 760; 429, 173.
 1708/01, Vol. 2; Fremantle Town Lot 761; 429, 168.
 1708/01, Vol. 2; Fremantle Town Lot 763 and part of Fremantle Town Lot 733 the subject of Diagram 4647; 675, 74.
 1708/01, Vol. 2; the north-western moiety of Fremantle Town Lot 736; 195, 57.
 1708/01, Vol. 2; portion of Fremantle Town Lot 474 and being lot 3 on Diagram 8178; 1006, 768.
 1009/60; portion of each of Fremantle Town Lots 188 and 189 and being lot 3 on Diagram 23238; 1246, 163.

Dedication of Public Highway.
 City of Perth.

PROCLAMATION

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

Corr. 17/98, Vol. 4.

WHEREAS by section 223 and 225 of the Municipal Corporations Act, 1906-1959 (6 Edward, No. 32), it shall be lawful for the Governor, on request of the Council by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force; and whereas the City of Perth, has requested that certain land named and described in the schedule hereunder which has been reserved for street or way within the City of Perth, be declared a public highway: Now therefore I, the said Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public highway, and such land shall, from the date of this Proclamation, be absolutely dedicated to the public as a highway within the meaning of any law now or hereafter in force.

Schedule.

Name of Street; Width; Position.

Lake Monger Drive (widening); 100 links west truncation; those portions of Perthshire Locations 118 and 120 and portion of Swan Location 391 as delineated and coloured green on Land Titles Office Diagram 10329, excluding the portion of Perthshire Location 118 previously dedicated as a public highway by Proclamation published in the *Government Gazette* of 1st April, 1938.

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of June, 1961.

By His Excellency's Command,

(Sgd.) L. A. LOGAN,
 Minister for Local Government.

GOD SAVE THE QUEEN ! ! !

Coal Mine Workers (Pensions) Act, 1943-1960.

PROCLAMATION

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

WHEREAS by the Coal Mine Workers (Pensions) Act, 1943-1960, it is provided that the Governor may from time to time, by Proclamation, increase or decrease the rates of contribution payable by each mineworker, or by each owner, in respect of each mineworker employed by such owner, as provided under such Act; and whereas it is expedient to increase the rate of contribution payable by each mineworker as aforesaid: Now, therefore I, the said Lieutenant-Governor and Administrator, in exercise of the powers aforesaid, do hereby with the advice and consent of the Executive Council proclaim that—

on and after the 15th day of October, 1960, but subject to subsection (5) of section 21 of the said Act, the rate of contribution payable by each mineworker shall be seven shillings and sixpence per week.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of June, 1961.

By His Excellency's Command,

ARTHUR GRIFFITH,
 Minister for Mines.

GOD SAVE THE QUEEN ! ! !

Coal Mine Workers (Pensions) Act, 1943-1960.

PROCLAMATION

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

WHEREAS by the Coal Mine Workers (Pensions) Act, 1943-1960, it is provided that the Governor may from time to time, by Proclamation, increase or decrease the amount of the pensions or any class of pensions or the additions to any pensions or any class of such additions payable pursuant to the provisions of the said Act; and whereas it is expedient to increase the amount of pension or additions to pensions payable aforesaid: Now, therefore I, the said Lieutenant-Governor and Administrator, in exercise of the powers aforesaid do hereby, with the advice and consent of the Executive Council, proclaim that on and after the 15th day of October, 1960, and until further Proclamation the rates of pensions and additions to pensions provided for by sections 6, 7, 8, 9 and 10 of the Act shall be as set forth in the schedule hereunder.

Schedule.

Section of Act; Rate of Pension or Addition to Pension.

Section 6, Subsection (1); £6 2s. 6d. per week.
 Section 6, Subsection (2); £6 2s. 6d. per week.
 Section 6, Subsection (3); £6 2s. 6d. per week.
 Section 7, Subsection (1); £6 2s. 6d. per week.
 Section 7, Subsection (1a); £6 2s. 6d. per week.
 Section 8, Subsection (1); £6 2s. 6d. per week.
 Section 9, Subsection (1) (a); £5 7s. 6d. per week.
 Section 9, Subsection (1) (c); £5 7s. 6d. per week.
 Section 9, Subsection (6); £5 per week.
 Section 10, Subsection (1); £5 12s. 6d. per week.
 Section 10, Subsection (2); £5 12s. 6d. per week.
 Section 10, Subsection (3a) (i); £5 12s. 6d. per week.
 Section 10, Subsection (3a) (ii); £5 12s. 6d. per week.

Given under my hand and the Public Seal of the said State at Perth this 21st day of June, 1961.

By His Excellency's Command,

ARTHUR GRIFFITH,
 Minister for Mines.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 21st day of June, 1961, the following Orders in Council were authorised to be issued:—

Hale School Act, 1958.

ORDER IN COUNCIL.

Corres. No. 9206/00, Vol. 2.

WHEREAS by section 13 of the Hale School Act, 1958, it is lawful for the Governor to change the purposes of Class "A" reserve 3421 (Perth Town Lots H.138 and H.141) to "the Use and Requirements of the Government": Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, doth hereby direct that the purpose of Class "A" reserve 3421 (Perth Town Lots H.138 and H.141) is hereby changed to "the Use and Requirements of the Government."

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

Land Act, 1933-1960.

ORDER IN COUNCIL.

Corres. No. 484/31.

WHEREAS by section 33 of the Land Act, 1933-1960, it is, *inter alia*, made lawful for the Governor to direct that any land reserved pursuant to the provisions of the Act shall be leased for the purpose for which the land is reserved as aforesaid, by Instrument of Lease, to any person (as defined in the said section); and whereas it is deemed expedient that reserve 20668 (Fitzroy Location 32) shall be leased for a term of one year and thereafter from year to year to the Commonwealth of Australia for the purpose of an Aerial Landing Ground: Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, doth hereby direct that the abovementioned land shall be leased for a term of one year and thereafter from year to year to the Commonwealth of Australia for the purpose of an Aerial Landing Ground at an annual rental of one pound.

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

Land Act, 1933-1960.

ORDER IN COUNCIL.

Corres. No. 1708/01, Vol. 2.

WHEREAS by section 33 of the Land Act, 1933-1960, it is, *inter alia*, made lawful for the Governor, by Order in Council, to direct that any land reserved pursuant to the provisions of this Act, shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and limitations as the Governor shall deem necessary to ensure that the land is used for the purpose for which the land is reserved as aforesaid; and whereas it is deemed expedient that reserves Nos. 22292 (Fremantle Lot 680), 25970 (Fremantle Lot 1867) and 25971 (Fremantle Lots 734, 760, 761, 762, 763, 1868 and 1869) should, subject as aforesaid, be granted in fee simple to the Fremantle Hospital Board to be held in trust for Hospital Purposes: Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserves shall be granted in fee simple to the Fremantle Hospital Board to be held in trust for Hospital Purposes, subject to the condition that

the lands shall not be leased or mortgaged in whole or in part without the consent of the Governor.

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

Land Act, 1933-1960.

ORDERS IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1960, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient as follows:—

Corr. No. 1009/60.—That reserve No. 25969 should vest in and be held by the City of Fremantle in trust for the purpose of a Social Centre for Elderly People.

Corr. No. 406/60.—That reserve No. 25974 should vest in and be held by the Perth Road Board in trust for Drainage Purposes.

Corr. No. 2309/60.—That reserve No. 25822 should vest in and be held by the Minister for Native Welfare in trust for the purpose of a Hostel Site (Natives).

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

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

Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

ORDER IN COUNCIL.

M.W.S. 1904/60.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Lieutenant-Governor and Administrator, have power to construct, provide and extend Water Works, Sewerage Works and Metropolitan Main Drainage Works; and whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Lieutenant-Governor and Administrator-in-Council: Now, therefore, His Excellency the Lieutenant-Governor and Administrator, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Water Supply.

City of Perth.

Lining *in situ* 36-inch and 30-inch Diameter Water Mains.

(a) The lining *in situ* of a 36-inch diameter water main in the City of Perth (length about 3,240 feet).

(b) The lining *in situ* of a 30-inch diameter water main in the City of Perth (length about 1,470 feet).

The above works are shown on plan M.W.S.S. & D.D. W.A. No. 8573.

This Order in Council shall take effect from the 30th day of June, 1961.

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

Metropolitan Water Supply, Sewerage and
Drainage Act, 1909-1960.

ORDER IN COUNCIL.

M.W.S. 8383/60.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Lieutenant-Governor and Administrator, have power to construct, provide and extend Water Works, Sewerage Works and Metropolitan Main Drainage Works and whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Lieutenant-Governor and Administrator-in-Council: Now, therefore, His Excellency the Lieutenant-Governor and Administrator, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Water Supply.

Bayswater Road District—Bedford Park.

Twelve-inch Diameter Water Main in Crimea
Street and Collier Road.

Proposed works as described in *Government Gazette* dated 16th September, 1960, and shown on Plan M.W.S.S. & D.D. W.A. 8483, are hereby amended as shown in red on Plan M.W.S.S. & D.D. W.A. No. 8581.

This Order in Council shall take effect from the 30th day of June, 1961.

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

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth:

I, DAVID CLAUDE O'KEEFFE, of 35 Alexander Drive, Mount Lawley, Estate Agent, having attained the age of 21 years, hereby apply on behalf of Parklane Homes, a firm of which I am a member, for a license to carry on the business of a land agent under the Land Agents Act, 1921. The principal place of business will be at Room 9, Sherwood Court, Perth.

Dated the 21st day of June, 1961.

D. C. O'KEEFFE.

Appointment of Hearing.

I hereby appoint the 31st day of July, 1961, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 22nd day of June, 1961.

N. N. HOUSTON,
Clerk of Petty Sessions.

Objection to the granting of the application may be served on the applicant and the Clerk of Petty Sessions at any time prior to seven days before the date appointed for the hearing.

Crown Law Department,
Perth, 28th June, 1961.

THE Hon. Acting Minister for Justice has appointed Sergeant Keith Everard Weaver, pursuant to section 13(2) of the Local Courts Act, 1904-1958, as Clerk of the Local Court at Wyndham, vice Sergeant C. Standen, transferred, as from 28th June, 1961.

THE Hon. Acting Minister for Justice has appointed Sergeant Keith Everard Weaver as Bailiff of the Wyndham Local Court as from 28th June, 1961, vice Sergeant C. Standen, transferred.

R. C. GREEN,
Under Secretary for Law.

LICENSING ACT, 1911.

Notice of Application to Remove License to
Other Premises.

I, NORMAN THOMAS JOHNSON, the holder of a Gallon License for the house and premises known as Millars Store, Karridale, do hereby give notice that it is my intention to apply to the Licensing Court to be held at Busselton, on 15th June, 1961, to remove the license to corner Bussell and Brockman Highways. (Certificate of Title Volume 1052, folio 626).

Dated the 30th day of May, 1961.

N. T. JOHNSON.

ELECTORAL ACT, 1907-1959.

Electoral Department,
Perth, 22nd June, 1961.

THE Hon. Acting Minister for Justice, pursuant to section 7 of the Electoral Act, 1907-1959, and the authority delegated to him by the Governor thereunder, has approved of the appointment of Mr. Denis Peter Manea as substitute to discharge the duties of Electoral Registrar for the Warren Electoral District during the absence of Mr. R. A. Child on annual leave, as from the 19th June, 1961.

G. F. MATHEA,
Chief Electoral Officer.

POTATO GROWING INDUSTRY TRUST FUND
ACT, 1947-1954.

NOTICE is hereby given that it is intended to hold an election for the election of two elective members of the Potato Growing Industry Trust Fund Advisory Committee as constituted under section 6 of the Potato Growing Industry Trust Fund Act, 1947-1954, and the following dates and times have been fixed:—

For enrolment and for the close of nominations: Wednesday, 16th August, 1961, at noon.

For the close of the poll, in the event of an election being necessary: Monday, 18th September, 1961, at 4 p.m.

Every nomination of a candidate must be made in writing on the prescribed form and must be signed by the candidate himself and also by a proposer and seconder, both of whom must be persons enrolled on the electoral roll to be used at the election.

Nominations must be sent or delivered to the Returning Officer, State Electoral Department, R. and I. Bank Building, 54-58 Barrack Street, Perth, so as to be in his hands not later than 12 noon on Wednesday, 16th August, 1961.

Dated this 20th day of June, 1961.

G. F. MATHEA,
Returning Officer.
State Electoral Department,
54-58 Barrack Street,
Perth.

Public Service Commissioner's Office,
Perth, 28th June, 1961.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has approved of the following promotions:—

Ex. Co. 1155, P.S.C. 367/61—R. D. Woods, Typist (Minister), Department of Labour, to be Typist, C-III-1, Perth Technical College, Education Department, as from 4th May, 1961.

Ex. Co. 1155, P.S.C. 393/61—D. N. Tulloch, Analyst and Research Officer, Grade 2, Foods, Drugs and Toxicological Division, Government Chemical Laboratories, Mines Department, to be Officer-in-Charge, P-II-8/9, Dairy Products Supervision, Department of Agriculture, as from 19th May, 1961.

Ex. Co. 1157, P.S.C. 334/61—C. A. Beaton, Clerk, Staff and Salaries Section, Chief Secretary's Department, to be Clerk (Salaries and Staff), C-II-3, Clerical Branch, Mental Health Services, as from 24th March, 1961.

Ex. Co. 1157, P.S.C. 717/60—J. V. Kelsall, Clerk, Recovery Section, to be Clerk, C-II-2, Consumers' Ledgers Section, Metropolitan Water Supply Department, as from 27th January, 1961.

Ex. Co. 1153, P.S.C. 391/61—R. J. Bracewell, Clerk, Tenancy Section, to be Clerk, C-II-1, Records Branch, State Housing Commission, as from 12th May, 1961.

Ex. Co. 1157, P.S.C. 308/61—N. D. McIlwraith, Clerk, to be Clerk, C-II-1/2, Audit Department, as from 24th February, 1961.

Ex. Co. 1157, P.S.C. 408/61—P. J. W. Cross, Inspector, Grade 2, to be Inspector, Grade 1, C-II-11, Audit Department, as from 2nd June, 1961.

Ex. Co. 1155, P.S.C. 412/61—G. Drimatis, Clerk, Registration Branch, Mines Department, to be Clerk, C-II-1, Northam Water Supply, Public Works Department, as from 9th June, 1961.

Ex. Co. 1155, P.S.C. 400/61—R. W. MacPherson, Clerk, Consumers' Ledgers, Metropolitan Water Supply Department, to be Clerk, C-II-1, Northam Water Supply, Public Works Department, as from 26th May, 1961.

Ex. Co. 1155, P.S.C. 411/61—B. J. Bowler, Clerk, Pay Office, to be Clerk, C-II-1, Harvey Water Supply, Public Works Department, as from 9th June, 1961.

Ex. Co. 1155, P.S.C. 361/61—N. E. MacIntyre, Section Instructor (Piggery), Muresk Agricultural College, to be Field Technician, Grade 3 (Denmark), G-II-1/2, Dairying Division, Department of Agriculture, as from 21st April, 1961.

Ex. Co. 1155, P.S.C. 387/61—F. J. Leahy, Clerk, Mechanical and Plant Engineer's Branch, to be Clerk, C-II-1, Records Branch, Public Works Department, as from 12th May, 1961.

Ex. Co. 1155, P.S.C. 381/61—H. C. H. De Burgh, Assistant Registrar, to be Registrar, C-II-6, Perth Technical College, Education Department, as from 5th May, 1961.

Ex. Co. 1153, P.S.C. 432/61—J. H. Lord, Deputy Government Geologist, to be Government Geologist, P-S-£3,138, Geological Survey Branch, Mines Department, as from 30th June, 1961.

Ex. Co. 1153, P.S.C. 303/61—H. C. Mellor, Clerk, Claims Section, to be Clerk (Relieving), C-II-3, Clerical Section, State Government Insurance Office, as from 17th February, 1961.

Ex. Co. 1153, P.S.C. 384/61—R. D. Davies, Endorsement Checker, Endorsing Room, to be Clerk (Assessing), C-II-3/4, Receiving Room, Land Titles Office, Crown Law Department, as from 12th May, 1961.

Ex. Co. 1155, P.S.C. 357/61—W. W. Vickery, Clerk, Applications, Inspection and Immigration Branch, to be Clerk, C-II-3, Roads and Reserves Branch, Lands and Surveys Department, as from 7th April, 1961.

And has accepted the following resignations:—

Ex. Co. No.; Name; Department; Date.

1157; W. G. Johnston; Agriculture; 26th May, 1961.

1155; R. E. Evans; State Housing Commission; 16th June, 1961.

1155; R. D. Edwards; Crown Law; 9th June, 1961.

1157; C. P. King; Public Works; 19th May, 1961.

1157; P. A. E. Constantine; Police; 16th June, 1961.

1157; H. J. Rogers; Agriculture; 12th May, 1961.

1153; L. A. Fern; Metropolitan Water Supply; 9th June, 1961.

1153; R. N. W. Dartnall; Labour; 20th April, 1961.

1155; E. S. Grant; Police; 30th June, 1961.

1155; K. L. Pettitt; Public Works; 2nd June, 1961.

1155; M. J. Franceschi; Chief Secretary's; 21st April, 1961.

1157; R. J. Marshall; Medical; 12th May, 1961.

And has approved of the following retirements:—

1155; W. R. Adam; Public Works; 6th June, 1961.

1157; C. T. Klem; Metropolitan Water Supply; 4th May, 1961.

1153; J. F. Winzar; Mines; 14th August, 1961.

And has approved of the following appointments under the provisions of the Public Service Act, 1904-1956:—

Loaring, William Charles; Clerk, Records Branch; State Housing Commission; 31/8/60.

Zaknich, Anthony Ivan; Clerk, C-IV, Records Branch; Chief Secretary's; 22/11/60.

Somerville, John Edwin; Clerk, C-IV, Records Branch; Chief Secretary's; 15/8/60.

Bonser, Wendy Joan; Typist, C-V, Correspondence School; Education; 1/2/61.

Wright, Vernon Herbert; Warden (Kataning), G-II-2/3, Bush Fires Board; Lands and Surveys; 21/9/60.

Annisson, Leslie; Staff Surveyor, Grade 2, P-II-4/7, Surveyor General's Division; Lands and Surveys; 3/11/60.

Ashcroft, Corinne Nina Cynthia; Assistant, G-IX, Surveyor General's Division; Lands and Surveys; 26/10/60.

Bradley, Joyce Annette; Typist, C-V, Clerical Branch; Local Government; 5/10/60.

Byfield, Janette Margaret; Drafting Assistant, G-XII, Drawing Office, Engineering Division; Metropolitan Water Supply; 27/11/60.

Karlovsky, Lynette Joy; Assistant, G-IX, Firearms Section, Firearms, Liquor Inspection and Weights and Measures Branch; Police; 26/11/60.

Wegman, Willem; Engineering Draftsman, P-II-1/5, Mechanical Services Section, Drawing Office; Public Works; 1/10/60.

Cherry, Brenda Wynefred; Nurse and Receptionist, G-III-2; State Government Insurance Office; 24/10/60.

Murton, Jeremy John; Clerk, C-IV, Records Branch; State Housing; 20/9/60.

Millen, Lorraine Edith; Clerk/Typist, General Section, Accounts Branch; Chief Secretary's; 19/12/60.

Witts, Denis Albert; Clerk, Clerical Section; Public Health; 1/12/60.

Kavanagh, Monica Catherine; Clerk/Typist, Policy Section; State Government Insurance Office; 16/12/60.

Townsend, Glenys Ann; Clerk/Typist, Records Branch; State Government Insurance Office; 19/12/60.

Grandia, Jan Henrick; Clerk, Records Branch; State Housing; 7/10/60.

And has approved of the creation of the following offices under section 32 of the Public Service Act, 1904-1956:—

Ex. Co. 1157—Instructor, G-II-3, Sheep and Wool Section, Wheat and Sheep Division, Department of Agriculture.

Ex. Co. 1153—Tourist Officer, C-II-1, Fremantle Office, Tourist Development Authority, Premier's Department.

Ex. Co. 1157—Accounting Machinist, C-V, Accounting Division, Metropolitan Water Supply Department.

Also of the abolition of the following offices:—

Ex. Co. 1153—Item 2958/60, Clerk, C-IV, Survey Examination Branch, Surveyor General's Division, Lands and Surveys Department.

Ex. Co. 1153—Item 480/60, Clerk Assistant, C-II-2, Public Works Department.

Ex. Co. 1151.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has appointed Wednesday, 6th September, 1961, to be a Public Service holiday at Mullewa (50th Year Jubilee), in lieu of the holiday granted in the metropolitan area for the Royal Agricultural Show held at Claremont.

R. J. BOND,
Public Service Commissioner.

VACANCIES IN PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Mental Health Services	Deputy Head Male Nurse, Grade 2, Claremont Hospital (Item 4397/60)	G-II-2/3	Margin £479-£623	1961 30th June
Chief Secretary's	Assistant Astronomer, Astronomical Services (new Item) (a)	P-II-4/7	Margin £677-£1,109	do.
Do.	Clerk, Staff and Salaries Section (Item 4066/60)	C-II-2	Margin £479-£515	do.
Agriculture	Section Instructor (Piggery), Muresk Agricultural College (Item 3494/60) (a) (e) (f)	G-II-1	Margin £407-£443	do.
Do.	Research Officer, Radioisotope Laboratory, Plant Research Division (new Item) (a) (g)	P-II-2/7	Margin £515-£1,109	do.
Public Works	Engineering Surveyor, Grade 2, North-West Branch (Item 886/60) (a) (d) (h)	P-II-4/5	Margin £677-£839	do.
Crown Law	Accountant, Head Office (Item 1951/60) (b)	C-II-10	Margin £1379-£1433	7th July
Do.	Clerk, Fremantle, Court Offices (Item 2071/60)	C-II-2	Margin £479-£515	do.
Mines	Senior Geologists (three positions), Geological Survey Branch (new Items) (a) (i)	P-I-1	Margin £1599-£1657	do.
Do.	Geologists (three positions), Geological Survey Branch (new Items) (a) (j)	P-II-10/11	Margin £1379-£1541	do.
Agriculture	Field Technician, Grade 3, Wokalup Research Station, Dairying Division (new Item) (a) (k)	G-II-1/2	Margin £407-£515	do.
Do.	Field Assistant (a) (l)	G-VI	50%-15 years to Margin £371	do.
Mines	Deputy Government Geologist, Geological Survey Branch (new Item) (a)	P-I-4	Margin £1947-£2005	14th July
Agriculture	Library Assistant (Item 3091/60) (a) (m)	C-V	81%-17 years to Margin £226	do.
State Govt. Ins. Office	Clerk, Claims Section (Item 2607/60)	C-II-2	Margin £479-£515	do.
Metropolitan Water Supply	Clerk, Relieving Staff, Accounting Division (Item 1255/60)	C-II-2	Margin £479-£515	do.
Do. do. do.	Clerk, Recovery Section, Accounting Division (Item 1367/60)	C-II-1	Margin £407-£443	do.
Do. do. do.	Clerk, Fremantle Office, Accounting Division (Item 1373/60)	C-II-1	Margin £407-£443	do.
Do. do. do.	Assistant Shipping Water Attendant, Fremantle Office (Item 1376/60) (c)	G-VII-3	Margin £311-£371	do.
Crown Law	Public Trustee, Public Trust Office (Item 2146/60) (b)	A-I-6	Margin £2215-£2285	do.
Mines	Deputy Chief Inspector, Inspection of Machinery Branch (Item 3845/60)	P-I-1	Margin £1599-£1657	do.
Do.	Chemist and Research Officer, Grade 2, Industrial Chemistry Division, Government Chemical Laboratories (Item 3927/60) (a) (n)	P-II-2/7	Margin £515-£1,109	do.

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

(b) Possession of an Accountancy qualification by examination will be regarded as an important factor when judging relative efficiency.

(c) Applicants must be able to ride a motor cycle.

(d) W.A. School of Mines Surveyors' Certificate or approved equivalent qualification.

(e) Diploma of recognised agricultural college or an approved equivalent.

(f) Free quarters and fuel and allowance for electricity.

(g) University degree in Science with Chemistry or Biochemistry as a major subject or an approved equivalent. Some training in Biological sciences desirable. Experience in agriculture and handling radioisotopes an advantage.

(h) Headquarters will be at Derby. District allowance £156 p.a. married man, £78 p.a. single man.

(i) Relevant University degree with a major in Geology. Extensive field and administrative experience necessary.

(j) Relevant University degree with a major in Geology. Extensive field and administrative ability desirable.

(k) Diploma of recognised agricultural college or approved equivalent. Considerable experience essential.

(l) Junior Certificate including English and Maths A essential with science subjects desirable. Preference for Leaving Certificate or diploma of recognised agricultural college.

(m) Matriculation.

(n) University degree in Science with Chemistry as a major, or equivalent. Experience in, or knowledge of, industrial chemical technology desirable but not essential.

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.

30th June, 1961.

R. J. BOND,
Public Service Commissioner.

POLICE ACT, 1892-1952.
(Sections 75 and 76.)

THE following unclaimed Stolen and Found Property will be sold by Public Auction at Central Police Station, Perth, on Tuesday, 18th July, 1961.

J. M. O'BRIEN,
Commissioner of Police.

STOLEN PROPERTY

- 59/1056—Record player.
59/1093—Mantel model radio.
59/1138—"Peter Pan" portable radio.
60/106—2 cardigans, camera, light meter, hack-saw, hammer, tyre lever, torch.
60/117—1 pair gent's brown shoes.
60/124—Road map book, 1 pair pincers.
60/127—Small wooden jewel box.
60/132—3 large tins pears, 3 tins fruit salad, 1 tin pineapple, 1 tin pineapple juice, 1 tin peaches, 1 tin herrings, 1 tin corned beef, 2 tins steak, 2 tins baked beans, 2 tins soup, 1 tin salmon, 1 bottle cordial extract, 2 galvanised buckets, 2 brass couplings, 1 bag staples, coil of flex, coil of copper wire, 2 sheets plastic, 2 polisher brushes, 2 lambs' wool polishers, 6 axe handles, length of hemp rope, length of rubber extension cord, small quantity of lead piping, 4 glass vinegar jars.
60/133—Remington electric shaver.
60/141—"H.M.V." portable radio.
60/145—1 pair opera glasses.
60/156—4 pillowships, 1 sheet, 2 serviettes.
60/158—2 combs in cases.
60/173—1 packet shoe tacks, clutch bag.
60/178—Gent's cycle.
60/192—7 ornaments.
60/213—Tin of camp pie, tin of baked beans, tin of jam, jar of lemon butter.
60/224—1 pair wire cutters, cycle torch.
60/226—2 metal rulers.
60/228—Gent's yellow metal wrist watch.
60/231—Sports shirt.
60/247—Gent's cycle.
60/257—Small clock.
60/260—1 bottle beer.
60/265—Gent's cycle.
60/266—2 torches, 2 screwdrivers, 2 spanners, 1 pair pliers, cigarette lighter.
60/271—Towel.
60/276—Gillette razor set, 1 pair sunglasses, torch.
60/280—1 pair pliers, car jack, 3 screwdrivers, 1 pair bolt cutters.
60/285—1 x 20 cigarettes.
60/292—Set of socket spanners, stilsen wrench.
60/293—Washing copper (damaged).
60/297—Bed sheet, 1 pair socks, 1 pair pliers.
60/298—Screwdriver.
60/310—Sugar bag containing quantity damaged cycle parts.
60/320—Complete car spare wheel (worn condition).
60/322—"Eveready" hand lamp, cigarette lighter, 5 pairs gent's trousers, dust coat, gent's shirt.
60/324—Gent's cycle.
60/326—Metal tool box and sundry tools.
60/330—"Standard" transistor radio.
60/331—Long playing record.
60/332—1 pair sunglasses.
60/335—"Sharpe" transistor radio.
60/336—Lady's cycle.
60/338—2 bottles beer.
60/339—1 pair overalls, 1 pair gloves, 1 pair sunglasses.
60/358—Prismatic compass.
60/375—Gent's cycle.
60/380—1 pair child's shoes.
60/382—Plastic shopping bag, Esperanto dictionary, 13 purses.
60/387—Wallet and signet ring.
60/388—Remington electric shaver.
60/400—1 pair woollen gloves, 1 x 10 cigarettes, 1 pair pliers.
60/401—700 x 16 tyre.
60/411—2 shirts,

- 60/412—3 x ½ lb. packets tea, 2 packets icing sugar, 1½ packets matches, 8 blocks chocolate, 3 packets life savers, 2 packets chewing gum, 52 tins foodstuff, 2 pairs rubber gloves, 1 bottle hair tonic, 2 bottles sauce, 10 combs, 3 cakes soap, toothbrush, 1 packet A.P.C., 7 paint brushes, nail brush.
60/427—Gent's cycle.
60/434—Wrecking bar, 1 pair gauntlets, 2 tin slides.
60/438—Screwdriver.
60/457—Spanner, hammer, 2 pairs pliers, 2 saucepans, kettle, small tarpaulin.
60/459—Hat, torch, 1 pair overalls.
60/460—Spray gun outfit and steel ladder.
60/474—Leatherjacket.
60/476—2 bottles wine.
60/485—Lady's cycle.
60/488—Gent's raincoat.
60/492—Lady's singlet, 2 knives.
60/639—Gent's cycle.
60/119—Gent's cycle.
61/132—4 motor car rims, 2 Volkswagon hub caps.
61/166—Lady's cycle.
61/167—12 x 20 cigarettes.
61/242—Gent's cycle.
61/245—2 only 350 x 15 car wheels.
61/260—2 gent's cycles.
61/306—2 gent's cycles, 3 ladies' cycles.
61/310—Gent's cycle, lady's cycle.
61/311—Gent's cycle.
61/319—Cycle frame and wheels, gent's cycle, lady's cycle.
61/322—Gent's cycle, lady's cycle.
61/384—Gent's cycle, lady's cycle, boy's cycle.
61/397—Gent's cycle.
61/398—2 gent's cycles.
61/404—2 gent's cycles.
61/406—Gent's cycle, cycle frame and seat.
61/480—2 gent's cycles.
61/483—B.S.A. motor cycle (poor condition).
61/512—2 gent's cycles.
61/545—2 cycle wheels, 2 gent's cycles, canvas sheet.
61/546—Gent's cycles.
61/549—Lady's cycle (frame damaged), 2 gent's cycles, boy's cycle.
61/553—Gent's cycle.
61/555—7 gent's cycles, lady's cycle.
61/556—Cycle tyre, purse-wallet, manicure set, 2 car ash trays, shirt, 2 screwdrivers, tyre lever, spanner, safety razor and blade dispenser, car aerial, 1 x 4 gallon drum and small quantity of petrol, fountain pen, ball point pen, 2 screwdrivers, 1 pair pliers, tyre gauge, 27 assorted spanners, bracelet, gent's white metal wrist watch, "Sony" transistor radio, 2 pulley blocks, 2 lengths of rope, bottle of motor oil, 2 three-pin plugs, quantity of razor blades, 2 fan belts, 2 spark plugs, 5 car globes, 2 spanners, lady's dress, 1 pair lady's shoes, small quantity of cigarettes and confectionery.

FOUND PROPERTY.

- 60/426—1 pair tin snips.
60/604—Clutch bag and cosmetics.
60/606—1 bottle beer.
60/613—Suitcase containing lady's clothing.
60/624—Rear vision mirror, crash helmet, 2 damaged car aerials, wallet.
60/626—1 pair scissors.
60/628—Money purse.
60/629—2 bottles wine.
60/630—Gent's yellow metal wrist watch.
60/631—Leatherette shopping bag and sundry motor tools.
60/639—Gent's white metal pocket watch.
60/646—"Air Chief" car radio.
60/645—Money purse.
60/652—Lady's yellow metal wrist watch.
60/658—Money purse.
60/659—Money purse.
60/660—Clutch bag.
60/661—Money purse.
60/662—Money purse.
60/664—Money purse.
60/665—Handbag.
60/666—Money purse.
60/667—Money purse.
60/668—Money purse,

- 60/669—Handbag.
60/670—Money purse.
60/671—Money purse.
60/672—Handbag.
60/673—Clutch bag.
60/674—Wallet.
60/675—Money purse.
60/676—Clutch bag.
60/677—Money purse.
60/678—Money purse.
60/679—Money purse.
60/680—Money purse.
60/681—Money purse.
60/682—Wallet.
60/683—Money purse.
60/684—Money purse.
60/685—Money purse.
60/686—Money purse.
60/688—Wallet.
60/689—Sample bag and money purse, etc.
60/690—Money purse.
60/691—3 purses, gent's fawn overcoat, boy's jacket, pullover, plastic raincoat, clutch bag, lady's white metal wrist watch, yellow metal propelling pencil, shoulder bag, lady's raincoat, clutch bag, clutch bag.
60/693—Lady's white metal wrist watch, yellow metal compact, 1 pair gauntlets, 1 pair sunglasses, 3 clutch bags, 4 purses, 1 pair gloves, 1 only glove, umbrella, 3 raincoats.
60/694—Handbag.
60/695—Money purse.
60/696—Clutch bag.
60/701—Tartan skirt.
60/702—Black leather bag and small quantity of electricians' tools.
60/705—Money purse.
60/710—Money purse.
60/711—Clutch bag, 1 pair lady's shoes.
60/712—Money purse.
60/714—Book.
60/716—Money purse.
60/720a—Plastic folder.
60/720—1 pair spectacles.
60/721—Money purse.
60/726—Money purse and set of beads.
60/728—1 pair spectacles.
60/732—1 pair spectacles.
60/739—1 pair lady's gloves.
60/740—Child's pullover.
60/743—1 pair spectacles in case.
60/747—Wallet.
60/749—Small manicure set.
60/755—Girl's pinafore.
60/756—Brown canvas kit bag, sundry clothing, shaving gear and torch.
60/758—Holden hub cap.
60/759—1 pair spectacles in case.
60/762—Clutch bag and money purse.
60/765—Brownie box camera.
60/766—Wallet.
60/770—Handbag.
60/771—Handbag.
60/774—1 pair lady's gloves.
60/776a—1 pair blue jeans and 2 enamel plates.
60/776—Wallet.
60/777—Money purse.
60/780—1 pair spectacles.
60/782—Money purse.
60/785—Small fibre case and school books.
60/787—Money purse.
60/788—Money purse.
60/801—Gent's hat, shirt and suit coat.
60/803—1 pair sunglasses.
60/804—Cigarette lighter.
60/807—Comb, plastic brush and 3 cards of hair-pins.
60/809—1 pair spectacles in case.
60/812—1 bottle wine.
60/813—"A.W.A." transistor in case (radio badly damaged).
60/816—Wallet.
60/819—Gladstone bag.
60/827—Yellow metal locket and chain.
60/828—Lady's yellow metal wrist watch, yellow metal bracelet, money purse.
60/831—Yellow metal bracelet.
60/832—Old fibrolite suitcase and sundry lady's clothes.
60/833—Suitcase and 2 blankets.
60/418—2 bottles beer.
60/845—Clutch bag.
60/847—Money purse.
60/848—Gladstone bag and gent's working clothes.
60/851—Money purse.
60/860—Money purse.
60/863—1 pair sunglasses.
60/869—Roll of tape.
60/875—Small roll of Christmas wrapping paper.
60/876—Wallet.
60/885—Small suitcase, assorted child's clothes and toy games.
60/887—Pullover, cardigan, lady's blue gabardine coat, rug.
60/890—Lady's white metal wrist watch.
60/893—Money purse.
60/900—Money purse.
60/902—Marcasite bracelet.
60/908—Money purse.
60/911—Suitcase and gent's soiled clothing.
60/912—Beach umbrella.
61/3—1 pair lady's shoes.
61/9—Cosmetic bag and cosmetics.
61/10—Gent's white metal wrist watch.
61/17—1 pair spectacles.
61/18—10 x 20 "Capstan" cigarettes.
61/23—1 pair spectacles in case.
61/24—Wallet.
61/25—Nightdress and house coat.
61/27—1 pair spectacles.
61/28—Shopping bag.
61/31—Gent's two-piece suit.
61/33—1 pair spectacles.
61/37—Gent's white metal wrist watch.
61/39—Lady's marcasite ring.
61/40—1 pair spectacles in case.
61/45—Wallet.
61/50—Wallet.
61/57—1 pair spectacles in case.
61/62—Wallet.
61/72—Clutch bag.
61/73—Money purse.
61/76—Gent's yellow metal ring.
61/78—3 only empty 4 gallon drums.
61/81—Gent's handkerchief.
61/85—Yellow metal engagement ring, wedding ring, money purse.
61/90—2 counterpanes, 1 blanket.
61/92—3 fishing "marker" floats.
61/93—Kitchen chair.
61/96—2 fishing knives, 2 fishing lines, 2 packets fish hooks, 2 packets sinkers, torch.
61/100—Money purse.
61/117—Suitcase containing women's clothing.
61/152—Money purse.
61/155—Raffia basket, string bag, 1 pair lady's shoes, tin opener, torch, hair brush, comb, 1 tin of vegetables.
61/173—1 pair motor cycle goggles.
61/198—Fluorescent light tube.
61/199—Child's scooter, handbag and cosmetics.
61/204—Motor car pump, hearing aid.
61/211—Lady's yellow metal wrist watch.
61/214—Pinewood box, child's pusher, 2 handbags, refrigerator cabinet, watch case and leather strap.
61/243—1 pair spectacles in case.
61/247—Sheet of canvas in torn condition.
61/265—Carry-all bag, gent's sports coat, shirt, trousers, shorts, towel.
61/266—1 pair pliers, 3 pairs spectacles, brief bag, shirt, two books, 2 only 550 x 15 tyres (poor condition), pram hood, 1 only gauntlet, 1 only glove, toy boat, haversack, cardigan, fishing gear, lady's umbrella, haversack, shorts, cap, shovel, white metal brooch, 1 gallon tin of kerosene, purse, chrome wheel trim, cloth belt, socket tension wrench, lady's overcoat, side curtain, spare wheel (550 x 18), 1 bottle wine, Gladstone bag, 8 in. spanner, handbag, carton of clothing, yellow metal ring, pillow, gent's overcoat, handbag, 3 books, table fork, suitcase containing gent's clothing, canvas truck side door and curtain, butt of wool.
61/267—Square piece of rubber mat.
61/275—2 pairs socks, 2 pairs shoes.
61/278—21 doz. clothes pegs, carton of cork sheets (refrigeration type).
61/291—2 pairs spectacles.

- 61/292—Money purse, Vauxhall hub cap, peak cap, 1 pair lady's gloves, folding table lamp, imitation pearl necklace, 2 pairs ear rings, white metal brooch, white metal cigarette lighter, yellow metal wedding ring, 1 only lady's glove, bag of fibre, 1 pair spectacles in case, 1 pair spectacles, 1 pair gent's bathers, 1 pair spectacles.
- 61/297—3 wallets, 2 pairs sunglasses, 2 purses, 1 pair spectacles, cosmetic bag, gent's yellow metal wrist watch.
- 61/309—4 bottles beer, lady's frock, 1 pair brasieres, 1 pair lady's briefs, cloth belt, key ring, chain and medallion, 6 ft. steel tape, leather bag with space wheel clamp, gent's gabardine overcoat, case containing gent's overalls, 2 pairs trousers, 2 jackets, sugar bag, blanket, overcoat, 4 money purses, lady's yellow metal ring, "Emge" starting pistol, cap, case containing women's clothing, lady's costume, yellow metal wedding ring, 2 pairs spectacles, plastic bag, rubber tyre hand trolley, handbag and contents, 2 door closers, 1 pair lady's bathers, beach bag, 1 pair scuffs, scarf.
- 61/338—Welder's helmet.
- 61/348—Spare wheel (700 x 20), small tin trunk, wicker basket, 5 gent's coats, 3 pairs trousers, waistcoat, suit coat and felt hat.
- 61/357—Wooden trunk, boy's shirt, suitcase and mixed clothing.
- 61/358—Upper denture with gold filling.
- 61/347—Blind roller and stick.
- 61/379—1 pair sunglasses, 1 only lady's glove.
- 61/380—Yellow metal identification bracelet.
- 61/399—Chaff bag containing sundry women's clothes, set of beads, 3 money purses, white metal necklace, yellow metal bracelet, 3 bottles beer, carry-all bag, clutch bag.
- 61/401—Yellow metal necklace.
- 61/412—Lady's white metal wrist watch.
- 61/413—4 tins jam.
- 61/414—Clutch bag, carton of assorted hats, tricycle, 2 packets matches, wrench, lady's hat, Holden hub cap, 1 pair spectacles in case, tyre lever, torch, 3 purses, gent's hat, gent's white metal pocket watch, string of imitation pearls, car door handle, coin holder, brass tank cap, bar, pliers, screwdriver, knife, cigarette case, gent's raincoat, rug.
- 61/415—Pocket knife, 1 pair sunglasses, 2 fountain pens, cardigan, 2½ pairs gloves, 2 packets flashlight bulbs, 2 wallets, handbag, scarf, stole, 2 berets, 3 purses, yellow metal pendant and chain, lifebelt, purse, 1 pair pliers, 5 small lengths of material, bath tub, drinking glass, carton of "Cheesepops," 2 cardigans.
- 61/421—Kitbag of clothing, bundle of blankets, 1 pair working boots.
- B60/60—Shopping bags, gloves, box of artificial fruit, tin of baby food, book, spectacles, brooches, umbrellas, purses, wallets, etc.
- B60/61—Purse, box camera in case, handbag, clothing, 3 pairs sunglasses, book, gloves, etc.
- B61/1—Purses, book, pillow, clothing, raincoats, umbrellas, fountain pen, gloves, brooches, sunglasses, gladstone bags, etc.
- B61/2—Towel, purses, wallets, clothing, umbrellas, shopping bags, books, mouth organ, imitation jewellery, tin of drawing instruments, lady's yellow metal wrist watch, fountain pen, raincoats, gloves, spectacles, cases, 1 pair football boots, box camera, etc.
- B61/3—1 pair lady's shoes, wallets, small tin spirit stove, gloves, fountain pens, propelling pencil, clothing, purses, etc.
- B61/4—Tennis racquet, hats, pillow, fly net, hair brush, baby's blanket, gloves, clothing, doll, umbrellas, hand pump, music book, shopping bag, handbag, purses, etc.
- B61/5—2 pairs spectacles, 2 purses, handbag, quantity of imitation jewellery.

- B61/6—Swimming board, beach bag, hats, towels, clothing, pocket camera, handbags, gloves, etc.
- B61/7—Clothing, purses, handbags, footwear, spectacles, sunglasses, gloves, shopping bags, kit bag, suitcases, cane hamper, tennis racquet, umbrellas, handbags, overnight bags, etc.
- B16/8—Umbrellas, gloves, handbags, clothing, books, imitation jewellery, yellow metal bracelet, cases, wallets, torch, raincoats, sunglasses, etc.
- B61/9—Clothing, baby pillow and blanket, towels, satchel, purses, etc.

WEIGHTS AND MEASURES ACT, 1915.

IT is hereby notified for public information that the Hon. Minister for Police, pursuant to regulation 2 (2) of Part VI of the Weights and Measures Regulations, has exempted from the provisions of subregulation (1) of this regulation, frozen vegetables prepacked in quantities of six ounces or 10 ounces net.

J. I. JOHNSTON,
Deputy Commissioner of Police.

23rd June, 1961.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1960, due to non-payment of rent or other reasons.

N. A. YOUNG,
Acting Under Secretary for Lands.

- Name; Lease; District; Reason; Corres.; Plan.
- The Commonwealth of Australia; 333/574; reserve 23555; abandoned; 6202/12; Mayanup.
- Foster, A.; 3116/2713; Pt. Samson Lot 61; non-payment of rent; 3205/58; Townsite.
- Johnston, A. T.; P. 1335; Williams 15030; abandoned; 2764/58; 384AB/40.
- McAuliffe, C.; 3116/1935; Victoria 9656; abandoned; 303/40; 157D/40.
- Tichborne, B. J.; 347/12835; Roe 1517; abandoned; 1327/59; 375/80, B2.
-

RESERVES.

Department of Lands and Surveys,
Perth, 30th June, 1961.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to set apart as public reserves the lands described in the schedule below for the purposes therein set forth.

Corres. No. 650/59.

BALLIDU.—No. 25966 (Church Site—Ballidu Joint Owned Church Trust), lot No. 174 (39.3p.). (Original Plan 8423, Ballidu Townsite.)

Corres. No. 1009/60.

FREMANTLE.—No. 26959 (Social Centre for Elderly People), lot No. 1870 (formerly portion of each of Fremantle Town Lots 188 and 189 and being lot 3 on Diagram 23233) (2r. 1p.). (Plan Fremantle 186.)

Corres. No. 1708/01, Vol. 2.

FREMANTLE.—No. 25970 (Hospital Purposes), lot No. 1867 (formerly lot 3 of Fremantle Town Lot 474 on Diagram 8178) (29.8p.). (Plan Beaconsfield 187.)

Corres. No. 1708/01, Vol. 2.

FREMANTLE.—No. 25971 (Hospital Purposes), lots Nos. 734, 760, 761, 762, 763, 1868 and 1869 (3a. 2r. 22.7p.). (Plan Beaconsfield 187.)

Corres. No. 3477/60.

JERRAMUNGUP.—No. 25967 (Use and Requirements of the Gnowangerup Road Board), lot No. 101 (34p.). (Plan Jerramungup Townsite.)

Corres. No. 2256/60.

SWAN.—No. 25972 (Recreation), location No. 7121 (formerly lot 21 of Swan Location Q1 on Plan 7488) (3r. 7.4p.). (Plan Clifton 81.)

Corres. No. 406/60.

SWAN.—No. 25974 (Drainage Purposes), location No. 7142 (formerly lot 10 of Perthshire Location Au on Diagram 25447) (1r. 14.5p.). (Plan 1A/40.)

Corres. No. 1036/60.

SWAN.—No. 25975 (Footway), location No. 7101 (formerly portion of Swan Location 74 and being the portion coloured brown and marked "Footway" of Diagram 25601) (3.5p.). (Plan F43/4.)

Corres. No. 3840/59.

SWAN.—No. 25976 (Recreation and Drainage), location No. 7092 (formerly lot 43 of Swan Location Q1 on Diagram 25281) (1a. 0r. 5.2p.). (Plan Morley Park.)

Corres. No. 3173/59.

WELLINGTON.—No. 25973 (Recreation), location No. 4899 (formerly lot 3 of Wellington Location 5 on Diagram 25104) (1a. 1r. 26.8p.). (Plan 411A/40, C2.)

Corres. No. 1576/35.

WYNDHAM.—No. 25968 (Natives), lot No. 918 (65a. approximately). (Plan Wyndham Sheets 1 and 2.)

N. A. YOUNG,
Acting Under Secretary for Lands.

RESERVE No. 2876.

Department of Lands and Surveys,
Perth, 30th June, 1961.

Corres. No. 3187/93, Vol. 2.

It is hereby notified for general information that His Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to revoke the Order in Council issued under Executive Council Minute No. 5162 dated 18th November, 1913, whereby reserve No. 2876 was placed under the control and management of the Toodyay Road Board for the purpose of a "Resting Place for Travellers and Stock." (Plan 27D/40.)

N. A. YOUNG,
Acting Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE.

Department of Lands and Surveys,
Perth, 30th June, 1961.

Corres. No. 3187/93, Vol. 2.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1960, of the purpose of reserve No. 2876 being changed from "Resting Place for Travellers and Stock" to "Recreation." (Plan 27D/40.)

N. A. YOUNG,
Acting Under Secretary for Lands.

AMENDMENT OF BOUNDARIES AND CHANGE OF PURPOSE OF RESERVE.

Department of Lands & Surveys,
Perth, 30th June, 1961.

Corres. No. 5053/27.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve under section 37 of the Land Act 1933-1960, of the amendment of the boundaries of reserve 19834 (Avon Location 11003) to include an area of six acres formerly comprised in reserve 21228, of its area being increased to 160 acres, and of its purpose being changed from "Timber (Mallet)" to "Timber and Gravel." (Plan 2C/40, D4.)

N. A. YOUNG,
Acting Under Secretary for Lands.

AMENDMENT OF RESERVES.

Department of Lands and Surveys,
Perth, 30th June, 1961.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1960, as follows:—

Corres. No. 1500/11.—Of the boundaries of reserve 14087, "Water," being amended to exclude Ballidu Lots 167 to 170 inclusive and 175 to 181 inclusive, and the roads and right-of-way delineated and coloured dark brown on Original Plan 8423, and of the area being reduced to 153 acres 13 perches accordingly. (Public Plans Ballidu Townsite and 64/80, E4.)

Corres. No. 6908/21.—Of the boundaries of reserve 19676, "Recreation," being amended to exclude the area of 1 rood 30 perches as delineated and coloured dark brown on Original Plan 8423, and of the area being reduced to 39 acres 2 roods 10 perches accordingly. (Public Plan Ballidu Townsite.)

Corres. No. 5001/54.—Of the amendment of the boundaries of reserve 20351, "Timber (Mallet)," to exclude the portions now surveyed as Kent Locations 1667, 1669 and 1705 and the three-chain road abutting the north-eastern boundaries of locations 1669 and 1705; and of its area being reduced to about 18,420 acres accordingly. (Plan 406/80.)

Corres. No. 484/31.—Of the amendment of the boundaries of reserve 20668, "Aerial Landing Ground," to comprise Fitzroy Location 32 as surveyed and shown on Diagram 67697; and of its area being reduced to 377 acres 28 perches accordingly. (Plan 129/300.)

Corres. No. 7520/11, Vol. 2.—Of the amendment of the boundaries of reserve No. 21748, "Water," to include Plantagenet Location 5123; and of its area being increased to 350 acres accordingly. (Plan 435/80, A2.)

Corres. No. 5421/50.—Of the amendment of the boundaries of reserve 24311 (Swan Location 5626), "Schoolsite," to exclude Swan Location 7215; and of its area being reduced to 6 acres 1 rood 36 perches accordingly. (Plan 1B/20, S.W.)

Corres. No. 1904/57.—Of the amendment of the boundaries of reserve No. 24788 (Pinjarra Lot 215), "Schoolsite," to include Pinjarra Suburban Lot 4, and the area now designated Pinjarra Lot 218; and of its area being increased to 22 acres 1 rood 3 perches accordingly. (Plan Pinjarra Townsite.)

Corres. No. 2309/60.—Of the amendment of the boundaries of reserve No. 25822, "Hostel Site (Natives)," to comprise Cue Lots 37, 38 and 39 as surveyed; and of its area being increased to 1 acre 1 rood 34 perches accordingly. (Plan Cue Townsite.)

N. A. YOUNG,
Acting Under Secretary for Lands.

CANCELLATION OF RESERVES.

Department of Lands and Surveys,
Perth, 30th June, 1961.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1960, as follows:—

Corres. No. 7301/02.—Of the cancellation of reserve No. 8345 (Sussex Location 900) "Light-house." (Plan 413A/40.)

Corres. No. 635/05.—Of the cancellation of reserve No. 9667 "Recreation." (Plan 28/80, B1.)

Corres. No. 204/11.—Of the cancellation of reserve No. 13487 "Water." (Plan 422/80.)

Corres. No. 73/34.—Of the cancellation of reserve 21228 "Recreation." (Plan 2C/40, D4.)

Corres. No. 1576/35.—Of the cancellation of reserve No. 21453 "Aborigines." (Plan Wyndham Townsite Sheet 2.)

Corres. No. 1312/46.—Of the cancellation of reserve 22731 (Plantagenet Location 5123) "Natives." (Plan 435/80A2.)

N. A. YOUNG,
Acting Under Secretary for Lands.

LAND ACT, 1933-1960.

Amendment of Boundaries of Ballidu Townsite.

Department of Lands and Surveys,
Perth, 30th June, 1961.

Corres. No. 650/59.

IT is hereby notified for general information that His Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1960, of the boundaries of Ballidu Townsite being amended to include all that portion of land bounded by lines starting from the intersection of the prolongation south-easterly of the north-eastern side of Wallis Street with the eastern side of road No. 5681, a point on the present Ballidu Townsite boundary, and extending 130 degrees 27 minutes 8 chains 6 and one-tenth links; thence 220 degrees 28 minutes 9 chains 44 and seven-tenths links to the western boundary of Ninghan Location 1268 (reserve 14087), a point on the present townsite boundary aforesaid; and thence northerly along that boundary to the starting point. (Public Plans Ballidu Townsite and 64/80.)

N. A. YOUNG,
Acting Under Secretary for Lands.

OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 30th June, 1961.

Corres. No. 650/59.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1960, of Ballidu Lot 173 being made available for sale in fee simple, at the purchase price of £45, subject to the following conditions:—

- (1) Applications, accompanied by a deposit of 10 per cent. of the fixed price, must be lodged at the Land Office, Perth, on or before Wednesday, 26th July, 1961.
- (2) Balance of purchase money shall be paid within 12 months from the date of approval of the application by four quarterly instalments on the first days of January, April and July and October.
- (3) All applications lodged on or before that date will be treated as having been received on the closing day, and if there are more applications than one for those lots, the application to be granted will be decided by the Land Board.

(Plan Ballidu Townsite.)

N. A. YOUNG,
Acting Under Secretary for Lands.

LOTS OPEN FOR SALE

Department of Lands and Surveys,
Perth, 30th June, 1961.

IT is hereby notified for general information that the undermentioned lots are now open for sale under the conditions specified, by public auction, as provided by the Land Act, 1933-1960, at the following upset prices:—

Applications to be lodged at Perth.

Corres. No. 650/59.

BALLIDU.—Lots 167, Town, £50, 168, 169, 171 and 172, Town, £45 each.

Subject to the condition that the purchaser of each lot shall erect thereon a residence or business premises to comply with local authority by-laws within two years from the date of sale. Failure to comply with this condition will render the license forfeitable. A transfer of the license will not be approved and a Crown Grant of the lot will not be issued until the purchaser has complied with the building condition or has produced evidence that foundations for a building approved by the local authority have been erected and, also that evidence has been produced to the local authority that it is intended to complete the building without delay.

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

N. A. YOUNG,
Acting Under Secretary for Lands.

LAND ACT, 1933-1960.

Naming and Change of Names of Roads.

Busselton Road District.

Department of Lands and Surveys,
Perth, 28th June, 1961.

Corres. No. 3038/45.

IT is hereby notified for general information that His Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1960, of the naming and change of names of roads in the Busselton Road District, as set out in the schedule hereunder.

Schedule.

(a) Naming of Roads.

Description of Road; To be Named.

Road No. 1046, from Bussell Highway to the northern corner of Wonnerup Lot 26; Layman Road.
Portion of road No. 739, from Ford Road north-eastwards to the south-eastern corner of lot 50 of Sussex Location 1 (L.T.O. Plan 6436) (the name "Wonnerup Road" formerly applied to part of this road is hereby superseded); Marine Terrace.

(b) Change of Name of Road.

Present Name; Position; New Name.

Queen Elizabeth Drive; from Bussell Highway to the northern corner of Commonwealth reserve 407; Queen Elizabeth Avenue.

(Plans Busselton, Wonnerup and 413B/40, DE2.)

N. A. YOUNG,
Acting Under Secretary for Lands.

DEDICATIONS OF LAND.

Department of Lands and Surveys,
Perth, 30th June, 1961.

HIS Excellency the Lieutenant-Governor and Administrator has been pleased to dedicate, under the provisions of the State Housing Act, 1946-1956, as follows:—

Corres. No. 3140/59.—Cockburn Sound Locations 1935, 1936 and 1937 to the purposes of the said Act. (Plan 1D/20, SE, and 341A/40.)

Corres. No. 663/51.—Quairading Lot 244 to the purposes of the said Act. (Plan Quairading Townsite.)

Corres. No. 642/58.—Merredin Lot 948 to the purposes of the said Act. (Plan Merredin Townsite.)

Corres. No. 62/57.—Canning Location 1788 to the purposes of the said Act. (Plan 1D/20, SE.)

Corres. No. 2238/59.—Canning Locations 1789, 1790 and 1791 to the purposes of the said Act. (Plan 1D/20, SE.)

N. A. YOUNG,
Acting Under Secretary for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 30th June, 1961

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1960, 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, 26th JULY, 1961

SCHEDULE I

Location	Area	Price per Acre	Plan	Corres. No.	Classification File	Deposit Required
	a. r. p.	£ s. d.				£ s. d.
Jilbadji 300 and 558 (e) (g)	1,597 3 33	4 9	6/80 B. 2	917/37	1788/28 p. 1	3 12 0
Melbourne 2371 (a) (b) (c)	946 0 29	....	58/80 B. 1, 63/80 B. 4	3483/49	....	21 7 6
„ 2372 (a) (b) (c)	587 0 7	....	„	„	....	17 0 0
„ (d)						
Sussex 4131	95 1 1	12 0 (Ex survey fee)	413C/40 D. E. 4	603/56	603/56 p. 17	5 16 3
Victoria 10284	4,461 0 39	5 6	126C/40 D. E. 3	133/60	4021/55 p. 5	5 6 5
„ 10322	3,828 0 30	4 6	62/80 F. 1	3492/60	5187/54 p. 7	5 1 8
„ 10432	1,785 3 7	5 9	94/80 E. 2	3655/60	1763/37 p. 74	3 15 3
„ 10547	248 3 28	1 6 3	126C/40 D. 4	326/60	....	2 2 5
Williams 4242 (f) (h)	159 2 35	17 9	385A/40 A. 2	8119/13	....	1 16 9

SCHEDULE II

District	Description	Plan	Corres. No.	Deposit Required
Nelson (c) (d) (f)	That portion of Crown land, containing about 65 acres, bounded on the westward by Road No. 4996; on the north-westward by said Road No. 4996 and a surveyed road along the southeastern boundary of Location 438; on the eastward by Location 6103 and on the southward by Location 1803	438B/40 E. 1	1226/60	£ s. d. 1 13 8

- (a) Subject to survey.
 (b) Subject to provision of necessary roads.
 (c) Subject to classification.
 (d) Subject to pricing.
 (e) Subject to Mining conditions.
 (f) Available to adjoining holders only.
 (g) Available as one unit.
 (h) Subject to the Protection of all Mallet thereon.

N. A. YOUNG,
Acting Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1960.

WEDNESDAY, 16th AUGUST, 1961.

North-West and South-West Divisions—Murchison District.

Corres. No. 1348/60. (Plans 55/300, 56/300, 57/300 and 58/300.)

IT is notified for general information that the area of about 1,268,000 acres adjoining Nerren Nerren and Meadow Stations and described in the schedule hereunder has been made available for Pastoral Leasing.

Applications, accompanied by a deposit of 5s. per 1,000 acres applied for plus £1 fees, must be lodged in this office on or before the 16th day of August, 1961.

A sketch or description indicating the area applied for should be lodged with the application.

Commencing rentals:

North-West Division—10s. per 1,000 acres per annum.

South-West Division—£1 per 1,000 acres per annum.

The Schedule.

The area of land bounded by Pastoral Leases 394/537, 394/519, 394/532, 394/530, 392/402, 392/613, 392/519, 392/517, 392/515, 392/585, 392/548, 392/625, and reserves Nos. 24050 and 24686, 392/457, 394/1406, 394/929, 394/1457.

N. A. YOUNG,
Acting Under Secretary for Lands,
Department of Lands and Surveys,
Perth.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1960.

WEDNESDAY, 16th AUGUST, 1961.

North-West Division—Edel District.

Corres. No. 1937/58. (Plans 56/300 and 57/300.) IT is notified for general information that an area of 358,425 acres described in the schedule hereunder has been made available for pastoral leasing.

Applications, accompanied by a deposit of 5s. per 1,000 acres applied for plus £1 fees, must be lodged in this office on or before the 16th day of August, 1961.

A sketch or description indicating the area applied for should be lodged with the application.

Commencing Rental: 10s. per 1,000 acres per annum.

The Schedule.

The area bounded by the Stock Route Reserve on the east and Pastoral Leases 394/909, 394/908, 394/1243, 394/1311 and 394/1310.

N. A. YOUNG,

Acting Under Secretary for Lands.

Department of Lands and Surveys,
Perth.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1960.

WEDNESDAY, 23rd AUGUST, 1961.

Eucla Division—Giles District.

Corres. 515/57. (Plans 26/300 and 27/300.)

IT is notified for general information that the land described in the schedule hereunder will be open for Pastoral Leasing on and after Wednesday, 23rd August, 1961, at a commencing annual rental of 3s. per 1,000 acres applied for.

Applications for this land must be lodged in this office on or before the 23rd August, 1961, accompanied by the required deposit of 1s. 6d. per 1,000 acres applied for plus £1 fees.

A sketch or particulars of the required area should be lodged with the application.

The Schedule.

The area of about 1,345,000 acres bounded by lines commencing at the south-west corner of Pastoral Lease No. 393/494 and extending westerly from Rawlinna about 53 miles towards Kitchener along the northern boundary of the Trans Australian Railway; thence north about 3,200 chains; thence east about 53 miles; thence south 2,800 chains along a western boundary of Pastoral Lease 393/526; thence west about 320 chains and south 400 chains along boundaries of lease 393/494 to the starting point.

N. A. YOUNG,

Acting Under Secretary for Lands.

Department of Lands and Surveys,
Perth.

ROAD DISTRICTS ACT, 1919-1959.

WHEREAS the Minister for Lands, being the owner of land over or along which the undermentioned road, in the Denmark Road District passes, has applied to the Denmark Road Board to close the said road, which is more particularly described hereunder, that is to say:—

Corr. 386/38.

D.408. The one-chain road along the southern boundaries of reserves 21845 and 11655; from the prolongation southward of the western boundary of reserve 21845 to the prolongation southward of the Western boundary of Plantagenet Location 2456, excluding the intersecting portion of road No. 3102. (Plan 452C/40, E4.)

WHEREAS Joseph Keith O'Brien, being the owner of land over or along which the undermentioned road, in the Geraldton-Greenough Road District

passes, has applied to the Geraldton-Greenough Road Board to close the said road, which is more particularly described hereunder, that is to say:—

Corr. 2513/60.

G417. The surveyed road extending through Victoria Location 10083 from the prolongation westward of the southern boundary of the location to the southern alignment of a surveyed road extending eastwards through the said location. (Plan 126C/40, D3.)

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

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

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

It is hereby notified that the said Roads are closed.

Dated this 30th day of June, 1961.

N. A. YOUNG,

Acting Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

WE, Hilda Emma Cavanagh and Cecil Alexander Mader, being the owners of land over or along which the portions of roads hereunder described pass, have applied to the Woodanilling Road Board to close the said portions of roads, viz:—

Woodanilling.

Corr. 3557/60.

W760. (a) The surveyed road abutting the southern boundary of Kojonup Location 1508 from the prolongation southward of the eastern boundary of the location to a line extending from the south-western corner of the location to the north-western corner of location 5946.

(b) The surveyed road extending through locations 5946 and 5337 from the road described in paragraph (a) to the north-western alignment of a two-chain road along the south-western boundary of location 5337.

(Plans: 409D/40, B4, and 416A/40, B1.)

C. A. MADER,

H. E. CAVANAGH

I, Reginald Ross Crosby, on behalf of the Woodanilling Road Board, hereby assent to the above application to close the roads therein described.

R. C. CROSBY,

Chairman, Woodanilling Road Board.

16th May, 1961.

ROAD DISTRICTS ACT, 1919-1959.

Department of Lands and Surveys,

Perth, 30th June, 1961.

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

Cunderdin.

3333/58.

Road No. 12106. (a) Deviation of part. A strip of land, one chain wide, widening in parts, leaving the present road at its intersection with the southern boundary of Avon Location 12653 and extending (as delineated and coloured dark brown on Original Plan 8558) north-eastward and northward through and inside and along part of the eastern boundary of the location to its north-east corner.

(b) Widening of part. That portion of Avon Location 22932 as delineated and coloured dark brown on Original Plan 8558.

10a. 1r. 23p. and 11.1p. being resumed from Avon Locations 12653 and 22932 respectively.

Plan 26A/40, A1.)

Dalwallinu.

188/59.

Road No. 12118 (deviation of part). A strip of land, one chain wide, widening at its terminus, leaving the present road near the south-west corner of lot M1818 of Melbourne Location 927 (L.T.O. diagram 8583) and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 67277) northward inside and along part of the western boundary of the said lot to a surveyed road at its north-west corner; 9a. 3r. 27p. being resumed from Melbourne Location 927. (Plans 64/80, B1, and 89/80 B4.)

Northampton.

L. & S. 11422/12, M.R.D. 493/46.

Road No. 11944 (re-gazetta!). A strip of land, of irregular width, leaving a surveyed road on the western boundary of Victoria Location 4545 and extending (as delineated and coloured dark brown on Original Plan 7469 and as surveyed) generally southward along the eastern side of the Geraldton-Ajana Railway Reserve passing through Binnu Townsite, through locations 7406, 4540, 4539 and through and along the western boundary of location 4259 to the south-west corner of the last-mentioned location; 6a. 1r. 34p. being resumed from Victoria Location 7406. (Plans 191/80, B4, 160/80, A and B 1 and 2.)

Nyabing-Pingrup.

L. & S. 2415/60, M.R.D. 6/51.

Road No. 8790 (widening of parts). Those portions of Kent Locations 536, 969 and 970 as delineated and coloured dark brown on Lands and Surveys Diagram 67890; 28.2p., 1r. 21.8p. and 23.2p. being resumed from Kent Location 536, 969 and 970 respectively. (Plan 418/80, BC1).

Wagin.

5462/07.

Road No. 12109 (widening and deviation of parts). Those portions of Williams Locations 4957, 2696, 5248, 2697, 2368 and those portions of Location 14853 containing 1 acre 37.8 perches and 1 rood 19.1 perches as delineated and coloured dark brown on Original Plan 8548.

Road No. 12110 (widening of part). That portion of Williams Location 14853 containing 1 acre 5.7 perches as delineated and coloured dark brown on Original Plan 8548; 1a. 2r. 25p, 3r. 39p., 1r. 22.4p., 1r. 36.5p., 1r. 29.8p. and 2a. 2r. 23p. being resumed from Williams Locations 2368, 2696, 2697, 4957, 5248 and 14853 respectively.

(Plan 409A/40, C1 and 2.)

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

By order of His Excellency the Governor,

STEWART BOVELL,
Minister for Lands.

ROAD DISTRICTS ACT, 1919-1959.

WHEREAS the ALBANY Road Board, by resolution passed at a meeting of the Board held at Albany on or about the 10th day of February, 1951, resolved to open the road hereinafter described, that is to say:—

Albany.

L. and S. 4056/29, Vol. 2; M.R.D. 115/50.

Road No. 992 (Chester Pass Road—widening of parts). Those portions of Plantagenet Locations 326, 379 and 869 as delineated and coloured dark brown on Lands and Surveys Diagram 65974.

Road No. 6963 (Albany Highway—widening of parts). Those portions of Plantagenet Locations 76 and 381 as delineated and coloured dark brown on Lands and Surveys Diagram 65973.

Road No. 8560. (a) Widening of parts.—Those portions of lot A6 of Plantagenet Location 401 containing 1 rood 3.6 perches and 3 roods 5.5 perches as delineated and coloured dark brown on Original Plan 7838.

(b) Extension.—A strip of land, one chain wide, widening as delineated and coloured dark brown on Original Plan 7839, leaving the eastern terminus of the present road at the south-west corner of Plantagenet Location 527 and extending (as surveyed) eastward along the southern boundaries of said location and to and along the southern boundaries of locations 5489, 5490, 488, 2174 and 399 to the south-east corner of the lastmentioned location.

An area of 1 acre 1 rood 17.5 perches being resumed from Plantagenet Location 488 in lieu of 1 rood 17.5 perches previously gazetted.

(Plans Gledhow Townsite, Albany Sheet 1, 451D/40 and 457A/40.)

WHEREAS the BAYSWATER Road Board, by resolution passed at a meeting of the Board held at Bayswater on or about the 18th day of April, 1961, resolved to open the road hereinafter described, that is to say:—

Bayswater.

1361/58.

Road No. 12131 (Johnsmith Street, formerly Broadway). A strip of land, 150 links wide, leaving road No. 4775 (Collier Road) at the south-west corner of lot 1030 of Swan Location Q1 (L.T.O. Plan 3263) and extending (as shown on said plan) easterly along the southern boundaries of said lot and lots 1029, 1028 and to and along the southern boundary of lot 1027 and part of the southern boundary of lot 1026 to the south-western alignment of that portion of Broadway closed by section 10 (e) of Act No. 65 of 1960. (Plans Morley 80 and Clifton 81.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board held at Corrigin on or about the 16th day of December, 1957, resolved to open the road hereinafter described, that is to say:—

Corrigin.

L. and S. 883/58, M.R.D. 448/48.

Road No. 11769 (regazetta! to agree with survey). A strip of land, one chain wide, widening within Avon Location 17764 as delineated and coloured dark brown on Lands and Surveys Diagram 66589 and within location 21914 as delineated and coloured dark brown on Lands and Surveys Diagram 67579, commencing at the north-west corner of location 17764 and extending (as surveyed) eastward along part of the northern boundary of said location 17764 to the western alignment of road No. 10253. (Plan 343C/40, F3.)

WHEREAS the DANDARAGAN Road Board, by resolution passed at a meeting of the Board held at Dandaragan on or about the 21st day of September, 1959, resolved to open the road hereinafter described, that is to say:—

Dandaragan.

8168/06.

Road No. 12132 (substituted Crown Grant road). A strip of land, one chain wide, leaving a surveyed road opposite the north-west corner of Melbourne Location 867 and extending, as shown on Original Plan 8529, north-westward through lot M1922 of location 938 (L.T.O. Plan 6114) to the south-east corner of location 3714.

Road No. 12133. A strip of land, three chains wide, commencing at the south-east corner of Melbourne Location 3714 and extending (as delineated and coloured dark brown on Original Plan 8529) north-westward through said location to a surveyed road through the location.

(Plan 62/80, F3.)

WHEREAS the DENMARK Road Board, by resolution passed at a meeting of the Board held at Denmark on or about the 16th day of June, 1960, resolved to open the road hereinafter described, that is to say:—

Denmark.

L. and S. 1965/60, M.R.D. 1057/58.

Road No. 4094 (widening of parts). Those portions of Plantagenet Locations 2015, 5120, 5429 and reserve 12182 as delineated and coloured dark brown on Original Plan 8709.

Road No. 12130. A strip of land, one chain wide, widening as delineated and coloured dark brown on Original Plan 8709 and including the widening on the western boundary of lot 45 of Plantagenet Location 3520 as shown on L.T.O. Plan 6685, leaving road No. 4094 at the north corner of location 3521 and extending generally southward along the eastern boundaries of said location 3521 and location 2014 to the northern boundary of location 736; thence eastward along part of the said northern boundary of that location and southward along its eastern boundary and southward along the eastern boundaries of locations 118, 737 and 2238 to rejoin road No. 4094 at a south corner of the last-mentioned location.

(Plan 456B/40, E1.)

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

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

And whereas the Lieutenant-Governor and Administrator in Executive Council has confirmed the said resolutions:

It is hereby notified that the lines of communication described above are roads within the meaning of the Road Districts Act, 1919-1959, subject to the provisions of the said Act.

Dated this 28th day of June, 1961.

N. A. YOUNG,
Acting Under Secretary for Lands.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
East Perth, 28th June, 1961.

IT is hereby notified for general information that the Wyndham-East Kimberley Shire has appointed the following persons as bush fire control officers for their road district:—

G. Gaunt.
T. G. Cross.
D. E. Gee.
V. T. Nelson
L. W. Phillips.
R. Sargent.
A. K. Vagg.
H. R. Young.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
East Perth, 28th June, 1961.

IT is hereby notified for general information that the Narembeen Road Board has appointed the following persons as bush fire control officers for their road district:—

W. F. Coker.
R. J. Slade.
R. Smith.
R. Tancock.

The following appointments have been cancelled:—

A. B. Craig.
H. Hatfield.
E. Bow.
E. C. Mead.
R. J. Ketteringham.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Fire Weather Officers.

Bush Fires Board,
East Perth, 28th June, 1961.

IT is hereby notified for general information that the Bush Fires Board has approved of the appointments by the Narembeen Road Board, under section 38 (6) of the Bush Fires Act, 1954-1958, of Mr. A. Roach as a fire weather officer.

The appointments of Mr. A. B. Craig as fire weather officer and Mr. A. W. Latham as deputy fire weather officer have been cancelled.

A. SUTHERLAND,
Secretary, Bush Fires Board.

STATE HOUSING ACT, 1946-1958.

Forfeiture of Leases.

THE undermentioned leases under the provisions of the State Housing Act, 1940-1958, have been forfeited for a breach of a covenant contained in the said leases.

Lease No.; Name of Lessee; Description of Land;
Town.

454/1956; Norman Thomas Smith, of Bickerton Street, Collie, Weighbridge Porter; Collie Lot 1648; Collie.

790/1955; Bronios Griniunas, Proctor Street, Boyup Brook; Tailer Out; Boyup Brook Lot 306; Boyup Brook.

475/60; Clifford Pryor, of Railway Avenue, Armadale, Linesman; Canning Location 1612; —.

Inserted by order of The State Housing Commission.

A. D. HYNAM,
Manager.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

Canning Road Board.

Town Planning Scheme No. 3—Riverton Reclamation Scheme.

T.P.B. 260/2/16/2.

IT is hereby notified for public information in accordance with section 7 of the Town Planning and Development Act, 1928-1959, that the Hon. Minister for Town Planning approved of the scheme as published hereunder on the 25th day of May, 1961.

Preliminary Plan No. 2 of the scheme has been amended to become the approved Scheme Plan No. 3.

J. E. LLOYD,
Chairman, Town Planning Board.

CANNING ROAD BOARD,

Town Planning Scheme No. 3.

Riverton Reclamation Area.

Resolved that the Canning Road Board, in pursuance of section 7 of the Town Planning and Development Act, 1928-1959, prepare the above Town Planning Scheme with reference to an area situated wholly within the Canning Road District and enclosed within the inner edge of a blue border on the plan now produced to the Canning Road Board and marked and certified by the Chairman and the Secretary of the Board under their hands dated the 15th day of November, 1960, as Plan No. 1 and Plan No. 2.

Details of Scheme No. 3.

1. Responsible Authority.—The authority responsible for the administration and enforcement of this scheme is the Canning Road Board.

2. Area.—The scheme shall apply to the land contained within a blue border on Plan No. 1 and Plan No. 2 with the exception of the area hatched in green. The said land is hereinafter referred to as "the area."

3. General Objects.—The general objects of the scheme are to improve and develop the area to the best possible advantage and to secure suitable provision for traffic, residences and to make suitable provision for the use of land within the area for building purposes.

4. Acquisition of Land.—The land in the area shall be resumed or otherwise acquired by the Board for the purposes of the scheme.

5. Re-survey of Area.—The area shall be re-surveyed according to the design shown on Plan No. 2.

6. Works to be Carried Out.—The following works shall be carried out within the area:—

(a) The filling of low-lying land within the area and levelling of the land.

(b) The construction and drainage of the roads within the area and the roads coloured brown on Plan No. 2.

(c) The land drainage as required.

(d) The re-survey of the area.

7. Allocation and Disposal of New Lots.—The lots created by the re-survey of the area will be dealt with as follows:—

(a) Each owner of an existing lot which is completely within the area will be offered the new lot with position and dimensions as nearly as possible as that shown on Plan No. 2 bearing the number, shown in red, of his existing lot (hereinafter called replacement lots).

(b) The remainder of the new lots (hereinafter called surplus lots) will be sold or otherwise disposed of to pay the costs of the scheme.

8. Offer of Replacement Lots to Owners.—The offer of replacement lots will in each case be made subject to the owner releasing the Board from all claims for compensation in respect of the acquisition of his land and otherwise in respect of the operation of the scheme.

9. Rejected Lots.—If any owner shall not accept the offer made in accordance with clause 8 hereof the lots not so accepted shall be treated as rejected lots in accordance with the following provisions of the scheme.

10. Method of Sale or Disposal of Lots.—In carrying out this scheme and in dealing with the surplus lots and the rejected lots the Board shall have the following powers:—

(a) To sell the said lots either by public auction or private contract as a whole or in separate lots upon such terms and conditions as the Board shall think fit.

(b) To transfer some or all of the said lots to any person or company as consideration or payment or part consideration or part payment for the carrying out by that person or company of any of the works to be carried out as part of this scheme.

(c) To transfer some or all of the said lots to any person or company in consideration of that person or company paying or undertaking to pay for any of the works to be carried out as part of the scheme.

(d) To enter into agreements for the carrying out of any of the works to be carried out as part of the scheme in consideration for the transfer of the said lots or any of them.

And subject to clause 11 the Board, in exercising these powers or any of them shall not be bound to act on the valuation made by any authority or shall incur no liability by reason of its carrying out any of the aforesaid powers.

11. In the event of the Board selling any surplus or rejected lots it shall first offer such lots for sale to the owners of the land within the area who have accepted replacement lots at a price recommended by the Chief Valuer of the Taxation Department of Western Australia. The Board may decide the method of making such offers and settle any dispute which may arise and if more than one owner desires to purchase a lot the Board may submit such lot to auction or tender among such owners.

12. Valuation of Rejected or Surplus Lots.—The Board may instead of selling all or any of the rejected or surplus lots, ascertain the value of them or those unsold from the Chief Valuer of the Taxation Department of Western Australia, and credit the scheme with the value so ascertained, and in that event, the lots shall be the property of the Board and may be retained, sold or otherwise dealt with in such manner as the Board thinks fit.

13. Estimate of Compensation.—In the event of any claims for compensation not having been settled at the time when the Board is ready to transfer lots in pursuance of this scheme, the Board may estimate the amount of compensation payable and the costs relating thereto, and debit the scheme with the net amount so estimated. In the event of the Board so doing, the difference between the estimated and the actual compensation payable shall be received or paid by the Board as the case may be.

14. Costs of Scheme.—The scheme shall be debited with—

(a) the administration costs of the scheme;

(b) the costs of the survey of the area;

(c) the costs of the works to be carried out;

(d) all compensation payable and all costs and expenses of determining and settling compensation;

(e) the estimated compensation and costs payable under clause 13 hereof;

(f) the costs of acquisition of any land within the area in the event of such land being acquired by the Board other than by resumption.

15. Income of Scheme.—The scheme shall be credited with—

(a) the net amounts (if any) received by the Board on the sale of rejected lots and surplus lots;

(b) the amounts (if any) of the valuation of the rejected lots or surplus lots in accordance with clause 12 hereof;

(c) the amounts of the consideration of the transfer of lots in return for work to be carried out as part of this scheme.

16. Profits of Scheme.—In the event of the scheme showing a profit the profit shall be divided equally among the replacement lots and shall be paid to the owners who accept the offer mentioned in clause 8 hereof. The amount of profit referable to rejected lots shall be paid to the Board.

17. Encumbrances on Title.—In the event of any land in the area being subject to a registered mortgage charge or lease or to a caveat to protect the interests of the purchaser mortgagee charge or lessee, the Board shall not transfer a new lot to the owner unless subject to similar encumbrances or with the consent of all persons entitled to the benefit of the encumbrances.

18. Time Limit of Claims for Compensation.—Claims for compensation by reason of the operation of this scheme shall be made within six months of the scheme coming into operation or of the issue of a notice of resumption if that be the basis of the claim whichever shall be later.

Dated this 15th day of November, 1960.

J. W. COLE,
Chairman.

N. I. DAWKINS,
Secretary.

Recommended—

J. E. LLOYD,
Chairman, Town Planning Board.

Approved—

L. A. LOGAN,
Hon. Minister for Town Planning.

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.

Beacon School—Septic Tank Installation (14501); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Bencubbin Road Board Office, on and after 13th June, 1961.

Bruce Rock School—Additions 1961 (14500); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Merredin, and at Clerk of Courts, Bruce Rock, on and after 13th June, 1961.

East Fremantle—Lots 116 and 117, Fortescue Street—Sale (14517); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 20th June, 1961.

Eastern Goldfields High School—Electrical Installation (14516); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 20th June, 1961.

Gosnells School—Additions (14508); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 20th June, 1961.

Naremben Hospital—Extensive Alterations and Additions—Electrical Installation (14515); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 20th June, 1961.

Quairading School—Repairs and Renovations (14509); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and at Police Station, Quairading, on and after 20th June, 1961.

South Kalgoorlie School Quarters—Repairs and Renovations (14510); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 20th June, 1961.

Yokine School—Additions (14511); 4th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 20th June, 1961.

Greenhills School Quarters—Purchase and Removal (14525); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th June, 1961.

Jingalup School—Septic Tank Installation (14512); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and at Kojonup Road Board, on and after 20th June, 1961.

Leederville—155 Richmond Street—Purchase and Removal (14526); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th June, 1961.

Merredin High School Hostel—Electrical Installation (14532); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 27th June, 1961.

Moora Native Reserve—Ablutions, Latrines and Septic Tank Installation (14513); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Clerk of Courts, Moora, on and after 20th June, 1961.

Morawa Hospital—Alterations and Additions (14490); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton, and at Police Station, Morawa, on and after 6th June, 1961.

Narrogin Court House—New Residency (14502); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 13th June, 1961.

Orange Grove School—Additions (14518); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th June, 1961.

South Coogee—198A Churchill Avenue—Purchase and Removal (14523); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th June, 1961.

(2)—48088

Supply, Delivery and Installation of Dust Extraction Plant for Harbour and Light Department—Shipwrights' Shed—Fremantle (14522); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th June, 1961.

University of Western Australia—New Building for Department of Physics—Welded Steel and Timber Benches and Fittings (14514); 11th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 13th June, 1961.

Bridgetown Junior High School—Purchase and Removal of Residences on Pt. Lot 66 and Pt. Lot 67 (14533); 18th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Court House, Bridgetown, on and after 4th July, 1961.

East Perth—Lots 26-29—Purchase and Removal of Improvements (14527); 18th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 4th July, 1961.

Merredin—G.W.S. Cottages 2, 3, 10 and 11—Purchase and Removal (14528); 18th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 4th July, 1961.

Narrogin Agricultural Offices—Additions (14519); 18th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 27th June, 1961.

Broome Hospital—New Outpatients' Toilet and Covered Way (14529); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton, Broome and Derby, on and after 4th July, 1961.

Busselton High School—Additions (14530); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and at Clerk of Courts, Busselton, on and after 4th July, 1961.

City Beach School—Additions (14536); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 11th July, 1961.

Derby Leprosarium—Additions and Extensive Repairs and Renovations (14521); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton and Courthouse, Derby, on and after 4th July, 1961.

Fremantle Hospital—Senior Sisters' Quarters—New Fire Escape Stairs (14537); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 11th July, 1961.

Gogo (via Fitzroy Crossing) School and Quarters—Erection (14520); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Derby, Broome and Geraldton, on and after 27th June, 1961.

Tuart Hill Infants' School—Additions (14538); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 11th July, 1961.

Yornup School and Quarters—Repairs and Renovations (14531); 25th July, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and at Clerk of Courts, Bridgetown, on and after 4th July, 1961.

Albany High School—"The Priory" Girls' Hostel, Albany—Additions (14539); 1st August, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 11th July, 1961.

Wubin School and Quarters—Septic Tank Installation (14540); 1st August, 1961; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Dalwallinu Road Board Office, on and after 11th July, 1961.

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.

J. McCONNELL,
Under Secretary for Works.

30th June, 1961.

M.R.D. 975/54

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 piece or parcel of land described in the Schedule hereto, and being in the Boyanup District, for the purpose of the following public work, namely, widening Armadale-Pemberton Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 1411, 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	Henry Maurice Howlett	H. M. Howlett	Portion of Boyanup A.A. Lot 363 (Certificate of Title Volume 826, Folio 4)	a. r. p. 0 2 18 (approx.)

Dated this 23rd day of June, 1961.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 982/54

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 Murray District, for the purpose of the following public work, namely, widening and deviating Coast Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2450, 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	Albert Stephen Buckeridge	A. S. Buckeridge	Portion of Murray Location 506 (Certificate of Title Volume 1119, Folio 95)	a. r. p. 5 0 38 (approx.)
2	Reginald Louis Dawe	R. L. Dawe	Portion of Murray Location 837 (Certificate of Title Volume 1161, Folio 649)	6 2 8 (approx.)
3	Roderick James Wother- spoon Forbes	R. J. W. Forbes	Portion of Murray Location 644 (Certificate of Title Volume 1114, Folio 875)	6 0 16 (approx.)
4	Frederick Ivan Solomon	F. I. Solomon	Portion of Murray Location 62 (Certificate of Title Volume 1050, Folio 612)	8 3 3 (approx.)
5	Harry Loton Watts, Ernest Loton Watts, Leonard Noel Watts, Lillian Mit- chell, Lena Russel, Blanche Elizabeth Nan- carrow and Ethel Char- lotte Rogers	H. L., E. L. and L. N. Watts, L. Mitchell, L. Russell, B. E. Nancarrow and E. C. Rogers	Portion of Murray Location 498 (Certificate of Title Volume 917, Folio 70)	5 1 5 (approx.)
6	Edward Henry Watson, Harold Ernest Bassett- Scarfe	H. E. Watson and H. E. Bassett-Scarfe	Portion of Murray Location 1130 and being part of Lot 1 on Diagram 20348 (Certificate of Title Volume 1223, Folio 146)	3 0 32 (approx.)
7	Lindley Seymour Ward	L. S. Ward	Portion of Murray Location 752 (Certificate of Title Volume 1122, Folio 154)	1 3 3 (approx.)
8	Cecil Montague Wright	C. M. Wright	Portion of Murray Location 673 (Certificate of Title Volume 1170, Folio 71)	9 2 22 (approx.)

Dated this 23rd day of June, 1961.

F. PARRICK,
Secretary, Main Roads.

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

M.R.D. 679/60

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 Glen Forrest, Swan and Greenmount District, for the purpose of the following public work, namely, widening Midland Junction-Merredin-Southern Cross Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2200, 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 (approx.)		
				a.	r.	p.
1	Albert Russell	A. Russell	Portion of Glen Forrest Lots 158 and 159 (Certificate of Title Volume 1019, Folio 590)	0	2	15
2	Albert Russell	A. Russell	Portion of Glen Forrest Lot 160 (Certificate of Title Volume 1057, Folio 749)	0	0	25
3	Edward Nelson Brown	E. N. Brown	Portion of Glen Forrest Lot 161 (Certificate of Title Volume 1044, Folio 682)	0	0	18
4	James Fenwick Wilson and Jean Chalmers Wilson	J. F. and J. C. Wilson	Portion of Glen Forrest Lot 163 (Certificate of Title Volume 1143, Folio 582)	0	2	18
5	Daphne Youle Sadlier	D. Y. Sadlier	Portion of Swan Location 2195 (Certificate of Title Volume 1205, Folio 50)	0	0	18
6	June Youle Mercer	J. Y. Mercer	Portion of Swan Location 2195 and being part of Lot 7 on Diagram 21956 (Certificate of Title Volume 1205, Folio 49)	0	0	2
7	John Oswald Edward Shelton and Janel Isobel Shelton	J. O. E. and J. I. Shelton	Portion of Swan Location 2193 (Certificate of Title Volume 961, Folio 110)	0	1	14
8	James Burnett Atkinson	J. B. Atkinson	Portion of Swan Locations 1946 and 1997 (Certificate of Title Volume 1045, Folio 552)	1	1	19
9	Thomas Bede Conlon	T. B. Conlon	Portion of Swan Location 2021 and being part of Lot 3 on Diagram 2165 (Certificate of Title Volume 1244, Folio 529)	0	1	7
10	George Grederick Smith and Sybil Ena Smith	G. F. and S. E. Smith	Portion of Swan Location 2021 and being part of Lot 4 on Diagram 21651 (Certificate of Title Volume 1244, Folio 530)	0	0	32
11	William John Inchley	W. J. Inchley	Portion of Swan Location 2019 (Certificate of Title Volume 1031, Folio 974)	0	1	25
12	Cyril Kenneth Moore and Claire Moore	C. K. and C. Moore	Portion of Greenmount Lot 91 (Certificate of Title Volume 1111, Folio 694)	0	0	28
13	Ronald Charles Greenway and Evelyn Maude Greenway	R. C. and E. M. Greenway	Portion of Greenmount Lot 91 (Certificate of Title Volume 1105, Folio 358)	0	0	19
14	Claude George William Eayrs	C. G. W. Eayrs	Portion of Greenmount Lot 92 and being part of Lot 5 on Diagram 18750 (Certificate of Title Volume 1176, Folio 328)	0	0	25
15	Hilda Muriel Godfrey	H. M. Godfrey	Portion of Swan Location 2020 (Certificate of Title Volume 909, Folio 200)	0	0	19
16	Joshua Nobles and Hattie Hilda Nobles	J. and H. H. Nobles	Portion of Glen Forrest Lot 164 (Certificate of Title Volume 700, Folio 193)	0	0	14.7
17	Robert Patrick Sheehan and Margaret Mary Daws	R. P. Sheehan and M. M. Daws	Portion of Greenmount Lot 92 and being part of Lot 12 on Diagram 24253 (Certificate of Title Volume 1231, Folio 388)	0	0	24
18	John Sheehan and Eileen Gliffhorn Sheehan	J. and E. G. Sheehan	Portion of Greenmount Lots 92 and 93 and being part of Lot 11 on Diagram 24253 (Certificate of Title Volume 1231, Folio 389)	0	0	35

Dated this 28th day of June, 1961.

F. PARRICK,
Secretary, Main Roads.*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956*

M.R.D. 787/61

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 piece or parcel of land described in the Schedule hereto, and being all in the Melbourne District, for the purpose of the following public work, namely, widening Moora-Geraldton Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 700, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area		
				a.	r.	p.
1	Hiram Nelson Scott	H. N. Scott	Portion of Melbourne Location 926 and being part of Lot M.1520 on Plan 4836 (Certificate of Title Volume 1118, Folio 570)	1	0	0

Dated this 27th day of June, 1961.

F. PARRICK,
Secretary, Main Roads.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 2295/60.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Description of Proposed Works.

Metropolitan Main Drainage.

South Belmont Drainage Area.

Construction of two compensating basins and of piped and open drains approximately 1,700 feet in length between Belmont Avenue and Acton Avenue.

The above works, together with all other apparatus necessary for the undertaking.

The Localities in which the Proposed Works will be Constructed or Provided.

Portion of Belmont Road Board as more particularly described hereunder and shown on Plan M.W.S.S. & D.D., W.A. No. 8605.

(a) Commencing at the intersection of Belmont Avenue and Gabriel Street and proceeding south-westerly along Gabriel Street for a distance of approximately 490 feet; thence south-easterly through lot part 2, Gabriel Street and Knutsford Avenue, and lot 4, Knutsford Avenue; thence south-westerly through the said lot 4 and across Knutsford Avenue into a proposed compensating basin (C11) in the north part of lot 45, Knutsford Avenue.

(b) Commencing at a proposed compensating basin (C12) situated in lot part 43, Knutsford Avenue, and proceeding south-easterly through portion of Swan Location 34 and lot part 43, Knutsford Avenue and Gabriel Street, to and across Gabriel Street to join the drain described in (a) above in lot part 2, Gabriel Street.

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

To improve the general drainage system.

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

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 30th day of June, 1961, between the hours of 10 a.m. and 3.30 p.m.

(Sgd.) G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 2239/60.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Description of Proposed Works.

Metropolitan Main Drainage.

Riverton Main Drainage Area.

Marjorie Avenue Main Drain.

Construction of open channel and pipe drains between High Road and the Canning River.

The above works, together with all other apparatus necessary for the undertaking.

The Localities in which the Proposed Works will be Constructed or Provided.

Portion of Canning Road Board as more particularly described hereunder and shown on Plan M.W.S.S. & D.D., W.A. No. 8604.

(a) Commencing at a point within lot 1160, High Road, near the southern boundary of High Road and proceeding in a northerly direction across High Road and along the boundary between lot 1116 and lot part 1117, High Road, and through lots 1096 and 1097, Corinthian Road, to Corinthian Road; thence easterly along Corinthian Road and northerly along the existing drainage reserve situated on the western boundaries of lot 1009, Corinthian Road, and of lot part 929, Tribute Street, to Tribute Street; thence easterly along Tribute Street and northerly and easterly through lot 908, Tribute Street, and continuing easterly through lot 907, Tribute Street, into lot 906, Tribute Street; thence continuing easterly and north-easterly through the said lot 906 and lot 9, Marjorie Avenue, to a right-of-way situated between lots 7 and 9, Marjorie Avenue; thence easterly along the said right-of-way to and across Marjorie Avenue and north-easterly through lots 939 and 940, Marjorie Avenue, and lots 982 and 981, Riverton Drive East, to Riverton Drive East; thence north-easterly across Riverton Drive East and easterly through lot 1, Riverton Drive East, and terminating at the Canning River.

(b) Commencing at a point within lot 1165, High Road, near the southern boundary of High Road and proceeding in a northerly direction across High Road and along the common boundary of the eastern and western portions of lot 1112, High Road; thence westerly across the said lot 1112 to lot 1113, High Road; thence westerly and northerly through the said lot 1113, and northerly and westerly through lot 1100, Corinthian Road; thence westerly through lot 31, Leach Avenue, to and across Leach Avenue and through lot 8, Leach Avenue, and the eastern and western portions of lot 1097, Corinthian Avenue, into lot 1096, Corinthian Avenue, to join the drain described in (a) above.

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

To provide a drainage outlet for part of the Riverton Area.

The Times when and Place at which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 30th day of June, 1961, between the hours of 10 a.m. and 3.30 p.m.

(Sgd.) G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1771/60.

NOTICE is hereby given, in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, that water mains have been laid in the undermentioned streets in the districts indicated.

City of Perth.

8763/60—Bellevue Terrace, from Cliff Street to lot 5—south-westerly.

8842/60—Bodmin Road, from Branksome Gardens to West Coast Highway—south-westerly.

Bayswater Road District.

8850/60—Lawrence Street, from lot 901 to lot 905—south-easterly. Lawrence Street, from Craven Street to lot 908—south-easterly.

Belmont Road District.

8831/60—Fulham Street, from lot 1225 to lot 1226—south-westerly. Kennerly Street, from Gabriel Street to lot 1224—north-westerly and south-westerly. Daly Street, from Fulham Street to Kennerly Street—south-easterly. Norris Street, from Kennerly Street to Patchett Street—south-easterly.

8844/60—Fulham Street, from lot 543 to lot 537—south-westerly. Kennerly Street, from lot 1249 to Belgravia Street—south-westerly.

Melville Road District.

8728/60—Horrocks Road, from Tilney Street to lot 81—southerly.

Perth Road District.

- 8602/60—Wishart Street, from North Beach Road to lot 4—easterly.
 8704/60—Maccabean Avenue, from Crawford Road to lot 6—south-westerly.
 8725/60—Boulton Street, from lot 63 to lot 64—south-easterly.
 8733/60—Homer Street, from lot 23 to lot 21—south-easterly.
 8740/60—Bayley Street, from lot 33 to lot 32—south-westerly.
 8781/60—Wordsworth Avenue, from Kipling Street to lot 329—easterly.
 8793/60—Milton Street, from lot 4 to lot 3—northerly.
 8813/60—Buxton Road, from Ken Street to lot 508—northerly.
 8843/60—Wardong Road, from Langura Road to lot 1574—easterly.
 8848/60—Milton Street, from lot 3 to Hector Street—northerly.

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

Dated this 30th day of June, 1961.

B. J. CLARKSON,
Under Secretary.

MUNICIPALITY OF CLAREMONT.

NOTICE is hereby given that Mr. D. E. Jefferys has been appointed Town Clerk of the Municipality of Claremont as from the 12th of June, 1961.

A. W. CROOKS,
Mayor.

MUNICIPALITY OF ALBANY.

NOTICE is hereby given that Gerald James Pennyquick has been appointed Building Surveyor of the Municipality of Albany as from 26th June, 1961.

F. R. BRAND,
Town Clerk.

MUNICIPAL CORPORATIONS ACT, 1906-1958.

Municipality of Kalgoorlie.

Notice of Intention to Borrow.

Proposed Loan (No. 24) of £15,000.

PURSUANT to section 449 of the Municipal Corporations Act, 1906-1958, the Municipality of Kalgoorlie hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £15,000, for 10 years, with interest at the rate of £5 17s. 6d. per cent. per annum, repayable at the Commonwealth Savings Bank of Australia, Perth, by 20 equal half-yearly instalments of principal and interest. Purpose: Purchase of mechanical equipment, pre-pay remaining debentures in Loan No. 14, and the construction and re-surfacing of road works.

Plans, specifications, an estimate of the cost thereof and statement required by section 448 of the Municipal Corporations Act, are open for inspection of ratepayers at the office of the Council for one month after the last publication of this notice, during office hours.

R. G. MOORE,
Mayor.

G. O. EDWARDS,
Town Clerk.

MUNICIPALITY OF KALGOORLIE.

Appointment of Town Clerk.

NOTICE is hereby given that at a meeting of the Council held on the 16th June, 1961, Mr. Douglas Raymond Morrison was appointed Town Clerk to the Municipality of Kalgoorlie.

R. G. MOORE,
Mayor.

ROAD DISTRICTS ACT, 1919-1959.

Katanning Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 36) £3,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Katanning 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: £3,000, for 20 years, with interest at the rate of £5 17s. 6d. per cent. per annum, repayable at the Commonwealth Savings Bank of Australia, Perth, by 40 equal half-yearly instalments of principal and interest. Purpose: Erection of club buildings on Pinwernyng Townsite Lots 26 to 35 inclusive, 67, 68 and 75.

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

W. E. NOTT,
Chairman.

W. E. BROUGHTON,
Secretary.

LAKE GRACE ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 33) of £650.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Lake Grace Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £650, for a period of 15 years, at not more than £5 17s. 6d. per cent., payable at the Superannuation Board, Perth, by 30 half-yearly instalments covering principal and interest. Purpose: Installation of septic sewage systems in the Government School at Lake Varley.

Plans, specifications, an estimate of such work or undertaking, and statement required by section 297 of the said Act, are open at the office of the Board, during the usual office hours, for a period of one month after the publication of this notice.

The State Government undertakes to be responsible for the annual repayments, therefore no special loan rate should be necessary.

Dated this 23rd day of June, 1961.

W. K. MORTON,
Chairman.

W. COLQUHOUN,
Secretary.

ROAD DISTRICTS ACT, 1919-1959.

Dundas Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 5) of £1,250.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Dundas Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £1,250, at £5 17s. 6d. per cent. per annum interest, payable at the Commonwealth Savings Bank, Norseman, by 30 equal half-yearly instalments covering principal and interest. Purpose: Installation of septic tanks at the Salmon Gums State School and Quarters.

Plans, specifications, estimates of such work or undertakings and the statement required by section 297 of the said Act are open for inspection at the office of the Board, during usual business hours, for one month after publication of this notice.

Principal and interest on this loan will be paid by the Education Department.

Dated this 26th day of June, 1961.

H. J. DEHRING,
Chairman.

W. G. KERR,
Secretary.

MOORA ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan No. 71.

NOTICE is hereby given that the Moora Road Board proposes to borrow the sum of fifteen thousand pounds (£15,000), to be expended on part cost of the construction of a swimming pool on reserve 3775.

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

It is proposed to raise the sum of fifteen thousand pounds (£15,000), by the sale of debentures, repayable with interest in thirty (30) half-yearly instalments in lieu of the provision of a sinking fund. The debentures shall bear interest at a rate not exceeding $5\frac{1}{2}$ per cent. per annum, payable half-yearly.

Loan rates applicable to this loan are proposed to be levied over the Moora Road District in the following proportions:

Central Ward	....	....	11/24ths
West Ward	....	....	5/24ths
South Ward	....	....	2/24ths
South East Ward	....	....	2/24ths
North East Ward	....	....	2/24ths
North Ward	....	....	2/24ths
			24/24ths

The amount of the said debentures and interest thereon is to be paid at the Moora Branch of the Bank of New South Wales.

Dated at Moora, 26th June, 1961.

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

LAKE GRACE ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 34) of £2,920.

PURSUANT to section 298 of the Road Districts Act, of 1919-1959, the Lake Grace Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £2,920, for a period of 15 years, at not more than £5 17s. 6d. per cent., payable at the Superannuation Board, Perth, by 30 half-yearly instalments covering principal and interest. Purpose: Installation of septic sewage systems at the Government School, Pingaring.

Plans, specifications, an estimate of such work or undertaking, and statement required by section 297 of the said Act, are open at the office of the Board, during the usual office hours, for a period of one month after the publication of this notice.

The State Government undertakes to be responsible for the annual repayments, therefore no special loan rate should be necessary.

Dated this 23rd day of June, 1961.

W. K. MORTON,
Chairman.
W. COLQUHOUN,
Secretary.

TAMMIN ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan No. 17.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Tammin Road Board hereby gives notice that it proposes to borrow money, by

the sale of debentures, on the following terms and for the following purposes: £5,000, for 20 years, with the interest rate at £5 17s. 6d. per cent. per annum, payable in 40 equal half-yearly payments of principal and interest. Purpose: The part costs of erecting a bowling pavilion.

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

Dated this 26th day of June, 1961.

A. ROGERS,
Chairman.
G. E. JONES,
Secretary.

TAMMIN ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan No. 16.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Tammin Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purposes: £500, for 10 years, at interest rate not exceeding £5 17s. 6d. per cent. per annum, payable in 20 equal half-yearly instalments. Purpose: Extensions and additions to the golf club house.

Estimates and statement required by section 297 are open for inspection at the office of the Board, during normal business hours, for one month after the publication of this notice.

The Tammin Golf Club undertakes to be responsible for the repayments of this loan and no loan rates should therefore be necessary.

Dated this 26th day of June, 1961.

A. ROGERS,
Chairman.
G. E. JONES,
Secretary.

LAKE GRACE ROAD BOARD.

Loan No. 32 of £9,000.

New Boardroom and Offices.

A LOAN poll of the resident owners of the Lake Grace Road Board, conducted on the 9th June, 1961, to decide the question as to whether or not the Board shall carry out the proposition to raise a loan for the purpose of a new boardroom and offices resulted as follows:—

Number of Votes on the Roll—350.	
Votes in favour	94
Votes against	88
Votes not recorded	168
	350
Majority in favour	6

Dated this 23rd day of June, 1961.

W. COLQUHOUN,
Returning Officer.

NORTHAMPTON ROAD BOARD.

Building Surveyor.

NOTICE is hereby given that Mr. Richard Henry Costa was appointed Building Surveyor to the Northampton Road Board as from 24th May, 1961.

The appointment of Mr. R. G. Stewart is hereby cancelled.

F. A. PORTER,
Chairman,

WYNDHAM ROAD BOARD.

Traffic Inspectors.

AT a meeting of the Wyndham Road Board held on 20th June, 1961, the appointment of the following Board members as honorary Traffic Inspectors for the Wyndham Road District was confirmed, viz.: L. W. Phillips, H. R. Young, D. E. Gee, A. K. Vagg, R. Sargent, T. G. Cross and V. T. Nelson.

The appointments of the following through retirements were cancelled: W. E. Flinders and D. M. Sharpe.

Dated at Wyndham this 21st day of June, 1961.

GEO. GAUNT,
Secretary.

ROAD DISTRICTS ACT, 1919.

Kununoppin-Trayning Road District.

Alteration of Name.

Notice of Intention.

Department of Local Government,
Perth, 6th June, 1961.

L.G.D. 3254/52.

IT is hereby notified for general information that, pursuant to the powers conferred by section 8 (1) (xii) of the Road Districts Act, 1919, it is the intention of His Excellency the Lieutenant-Governor and Administrator by Order in Council to alter the name of the Kununoppin-Trayning Road District to that of the Trayning-Kununoppin-Yeibeni Road District.

L. A. LOGAN,
Minister for Local Government.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1961			1961
June 16	442A, 1961	Piles for Albany Jetty	July 6
June 16	448A, 1961	Lawn Mower	July 6
June 16	458A, 1961	Centrifugal Oil Separators—Ord River Project	July 6
June 16	459A, 1961	Bitumen Spray Testing Equipment	July 6
June 16	460A, 1961	100% Flake Dieldrin	July 6
June 16	461A, 1961	100% Chlordane Concentrate	July 6
June 16	462A, 1961	25% Dieldrin Emulsifiable Concentrate	July 6
June 16	464A, 1961	Cast Iron Air Valves and Ball Valve	July 6
June 16	465A, 1961	Rubber Tyred Front End Loader	July 6
June 16	466A, 1961	44½ in. External Diameter Steel Pipes	July 6
June 23	473A, 1961	Tea	July 6
June 30	483A, 1961	Secondhand Piano	July 6
June 23	470A, 1961	Workshop Equipment	July 13
June 23	471A, 1961	Workshop Equipment for Wyndham	July 13
June 16	463A, 1961	Power Cable	July 13
June 30	480A, 1961	Uniform Shirts for Police Department	July 13
June 30	481A, 1961	1 ft. Block Firewood for Wooroloo Hospital	July 20
June 30	482A, 1961	Piles, Stringers and Corbels	July 20
June 30	484A, 1961	Retreading, Recapping and Repairing of Tyres and Repairing of Inner Tubes	July 20
June 9	436A, 1961	Electrical Borehole Pumping Plant for Muja Generating Station	Aug. 10
June 23	477A, 1961*†	6 only Diesel Electric Locomotives	Sept. 28

* Documents available from Agent General for W.A., 115 The Strand, London, W.C. 2.

† Documents available for inspection only at W.A. Government Liaison Offices, Melbourne and Sydney.

Addresses—Liaison Offices—

W.A. Government Liaison Office,
No. 10 Royal Arcade, Melbourne, Cl.

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
1961			1961
June 16	445A, 1961	Rails, Fishbolts and Dogspikes	July 6
June 16	455A, 1961	Galvanised Wire (approximately 14 tons) at Kalgoorlie	July 6
June 20	468A, 1961	1950 model Land Rover Utility (WAG 2403)	July 6
June 23	469A, 1961	Motor Vehicles, ex W.A.G.R.	July 6
June 23	474A, 1961	Waste Rags	July 6
June 23	485A, 1961	2 only Holden Utilities (WAG 5242 and WAG 5243)	July 6
June 23	475A, 1961	Purchase, Demolition and Removal of Engine Shed at Southern Cross	July 13
June 23	476A, 1961	Scrap Steel (approx. 15 tons)	July 13
June 30	478A, 1961	1952 Ford 5 ton Truck (WAG 18)	July 13
June 30	479A, 1961	1954 Ford Mainline Utility (WAG 3501)	July 13
June 30	487A, 1961	1953 Holden Utility (WAG 1087)	July 13
June 30	488A, 1961	Allis Chalmers Grader (MR 158) with Rear End Loader (MRD 401)	July 13
June 30	489A, 1961	F.J. Model Holden Utility (WAG 3019)	July 13
June 30	490A, 1961	Hough Front End Loader (MR 42)	July 13
June 30	491A, 1961	David Brown Copmaster Tractor (MRD 416)	July 13
June 30	492A, 1961	1952 Holden Utility (WAG 950)	July 13
June 30	486A, 1961	Ford Mainline Utility (WAG 4566) at Port Hedland	July 20

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.

30th June, 1961,

A. H. TELFER,
Chairman, Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders

Schedule No.	Contractor	Particulars	Department Concerned	Rate
261A, 1961	A. G. Baker & Association	Supply of Water Level Recorders, as follows :— Item 1 Item 2	P.W.D.	£257 10s. each £260 each
316A, 1961	Peters Western Cold Storage Pty. Ltd.	Supply of Ice during period 1/7/61 to 30/6/62	R.P.H.	6s. per cwt. delivered
339A, 1961	W. H. Brown & Son	Cartage of Stores from Meekatharra Rail Head to the Riverdale Native Hostel during period 1/7/61 to 30/6/62, as follows :— Item 1 (a) Item 1 (b) Item 1 (c)	Native Welfare	16s. 8d. per cwt. £13 16s. 8d. per ton 2s. per parcel
362A, 1961	Kargotich & Orton	Supply of Concreting Sand for 54 in. Serpentine Trunk Main	M.W.S.	10s. 5d. per cub. yd.
361A, 1961	Saunders & Stuart Ltd.	Supply of M.S. Fittings for 54 in. Serpentine Trunk Main, as follows :— Item 1 Item 2 Item 3 Item 5 Item 4 Item 6 Item 7	do.	£95 each £72 each £12 per ft. £6 each £26 each £72 each £1 2s. per ft.
314A, 1961	Mountain Quarries Pty. Ltd. John Dunstan & Son (W.A.) Ltd. Australian Blue Metal Ltd.	Supply of Diorite Screenings, as follows :— Zone " A " Zone " B " Zone " C "	M.R.D.	33s. 9d. per ton 32s. 6d. per ton 32s. 9d. per ton Cartage on application
1002A, 1960	Harris Scarfe & Sandovers Ltd.	Supply of Pumping Machinery for Corrigin Pumping Station, as follows :— Item 1 Item 2 Item 3 Item 4	P.W.D.	£2,394 6s. £1,382 £230 £119 15s.
245A, 1961	Australian Electrical Industries	Supply of Tap Changing Transformers	S.E.C.	£13,400 each
227A, 1961	M.B.B. Pty. Ltd.	Supply of Bus Bodies	W.A.G.R.	£5,798 each
817A, 1960	W.A. Industrial Sales & Service	Supply of Mobile Crane	do.	£4,045
119A, 1961	Hadfields (W.A.) 1934 Ltd.	Supply of Cast Steel Bogies	do.	£315 3s. 9d. each
251A, 1961	Australian Blue Metal Ltd.	Supply of Crushed Metal Screenings	M.R.D.	39s. 6d. per cub. yd. Cartage on application
66A, 1961	Austin Quinn Pty. Ltd. McPhersons Ltd.	Supply of Workshop Equipment, as follows :— Item 1 Item 2	W.A.G.R.	£7,001 £4,946 15s.
356A, 1961	Western Motor Co. Ltd. Skipper Bailey Motor Co. Ltd.	Supply of Motor Vehicles, as follows :— Item 1 Item 1 (a)	M.W.S.	£1,090 £1,092
264A, 1961	British Tractor Machinery Pty. Ltd. Chamberlain Industries	Supply of Diesel Wheel Tractors and Front End Loaders, as follows :— Item 1 Item 4 Item 5 Item 6 Item 2 Item 3	Forests	£2,163 each £1,375 each £1,282 £1,022 £2,897 10s. each £3,491 12s. 6d.
369A, 1961	W. E. Dye	Purchase and Removal of Chevrolet Utility (WAG 184) (Engine No. R628361)	P.W.D.	£209
326A, 1961	Hydraulics Welding & Rural Supplies	Purchase and Removal of International TD14A Diesel Crawler Tractor (MRD 451) (Engine No. TDF37765), with Armstrong Holland Dozer	do.	£515
367A, 1961	Bantock Motor Cycles Clinton Bros. Mortlock Bros.	Purchase and Removal of Motor Cycles, as follows :— Item 1 Item 2 Item 4 Item 7 Item 3 Item 6 Item 5 Item 8	Police	£31 10s. £31 10s. £31 10s. £31 10s. £35 £35 £35 £35

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Schedule No.	Contractor	Particulars	Department Concerned	Rate
393A, 1961	....	Purchase and Removal of Tyres, as follows :—	Govt. Stores	
	Tyresoles (W.A.) Pty. Ltd.	Item 1		£7 12s. 6d.
		Item 2		£1 12s. 6d.
		Item 3		15s. 6d.
		Item 4		£5
		Item 5		£3 3s. 6d.
		Item 6		£62 10s.
	National Tyre Service	Item 7		£6 5s.
382A, 1961	N. M. Vine	Purchase and Removal of Ford Utility (WAG 3890) (Engine No. ASQ6652)	Public Health	£208
371A, 1961	Soltoggio Bros.	Purchase and Removal of Armstrong Holland Grader (PW 55), with International Diesel Engine	P.W.D.	£259
370A, 1961	Western Trading Co.	Purchase and Removal of Bitumen Heating Kettle (PW 13)	do.	£61
365A, 1961	W. E. Dye	Purchase and Removal of Ford Utility (WAG 3270) (Engine No. ARA1224)	do.	£131
364A, 1961	Concrete Tank Co.	Purchase and Removal of Allam Petrol-driven Concrete Vibrator (PW 11)	do.	£20
343A, 1961	A. Hogan	Purchase and Removal of International Tip Truck (WAG 3795) (Engine No. ASD240/9462), at Derby	do.	£165
358A, 1961	W. E. Dye	Purchase and Removal of International Utility (WAG 3183) (Engine No. SD220-8146)	do.	£211
109A, 1961	Albany Wreckers	Purchase and Removal of Mobile Kitchen	M.R.D.	£46 10s.
<i>Addition to Contract</i>				
682A, 1961	A. Bailey	Supply of Jarrah Piles, 2/40 ft., 1/41 ft., 4/43 ft., 2/44 ft. and 1/48 ft.	P.W.D.	10s. per ft.

VERMIN ACT, 1918-1960.

Agriculture Protection Board.

Mullewa, Morawa, Mingenew, Perenjori, Koorda, Mt. Marshall, Mukinbudin, Nungarin, Kununoppin-Trayning, Merredin, Westonia and Yilgarn Vermin Districts.

NOTICE is hereby given, under section 98 of the Vermin Act, 1918-1960, that all owners and/or occupiers of all or any holdings either owned, rented or leased, within the whole of the above-mentioned vermin districts shall, on the 2nd day of August, 1961, commence the work of destroying grasshoppers upon such holdings and upon the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the grasshoppers are suppressed or destroyed. The means to be adopted shall be by the spraying of infested areas with Hexachloroepoxyoctahydro-dimethenonaplalene (e.g., Diel-drin) at two ounces per acre.

T. C. DUNNE,
Chairman, Agriculture Protection Board.

APPOINTMENT.

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

Registrar General's Office,
Perth, 28th June, 1961.

THE following appointment has been approved:—

R.G. No. 44/61.—Mr. Leslie George Archelaus Jenkins, as District Registrar of Births, Deaths and Marriages for the Moora Registry District, to maintain an office at Moora, *vice* Mr. Thomas Murphy and during the absence of Mr. Ian Hollett; this appointment dates from 21st June, 1961.

E. J. BROWNFIELD,
Registrar General.

REGISTRATION OF MINISTERS.

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

Registrar General's Office,
Perth, 28th June, 1961.

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.

Roman Catholic.

2023/61; 17/6/61; Rev. Joseph Butscher; Box 27, P.O., Derby; West Kimberley.

2118/56; 1/4/61; Rev. Philip Farrelly, P.P.; Catholic Presbytery, Bruce Rock; Merredin.

*Methodist Church of Australasia.**Western Australia Conference.*

2022/61; 21/6/61; Mr. Frank Maxwell Drysdale; Sewell Street, Kellerberrin; Merredin.

United Aborigines Mission.

2020/61; 26/6/61; Mr. Claude Richard Cotterill; United Aborigines Mission, Cosmo Newbery, via Laverton; Mt. Margaret.

Cancellations.

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

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

Church of England.

2038/60; 22/6/61; Rev. Malcolm Grant, Th.L.; 7 Murray Street, Bayswater; Perth.

Roman Catholic.

2047/57; 1/4/61; Rev. Michael John Delahunty, P.P.; Catholic Presbytery, Bruce Rock; Merredin.

E. J. BROWNFIELD,
Registrar General.

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Albany, 27th April, 1961.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) W. L. HARDWICK,
Warden.

To be heard at the Warden's Court, Ravensthorpe, on Wednesday, the 19th day of July, 1961.

No. of Area; Name of Registered Holder; Address; Reason for Resumption.

PHILLIPS RIVER GOLDFIELD.
Mineral Claims.

- 28—Westralian Mining Pty. Ltd.; c/o C. J. Turle, Ravensthorpe; non-payment of rent.
58—C. J. Turle; Ravensthorpe; non-payment of rent.
69—C. E. Chipperfield; Hopetoun; non-payment of rent.

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Onslow, 26th May, 1961.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) N. J. MALLEY,
Warden.

To be heard at the Warden's Court, Onslow, on Wednesday, the 9th day of August, 1961.

ASHBURTON GOLDFIELD.

Mineral Claim.

No. of Area; Name of Registered Holder; Address; Reason for Resumption.

- 2—G. R. Ibbotson, Norseman, non-payment of rent.

MINING ACT, 1904-1957.

Department of Mines,
Perth, 21st June, 1961.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1957, His Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to deal with the undermentioned Surrender, Forfeiture, Tailings License and Temporary Reserve Extension as shown below.

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

The surrender of the undermentioned Gold Mining Lease was accepted :—

Goldfield	District	No. of Lease	Name of Lease	Lessees
Murchison	Meekatharra	1975N	"Fortune Teller"	Frank Ernest Christie

The undermentioned Gold Mining Lease was declared forfeited for breach of labour conditions, and prior right of application is granted under Section 107, Subsection (1) :—

Goldfield	District	No. of Lease	Name of Lease	Lessee	Name of Persons to whom prior right of Application is granted
Peak Hill		601P	"Mt. Pleasant"	Robert Charles Biggs	William Edward Head and Donald Rueben Coumbe

The undermentioned application for Renewal of License to Treat Mining Material was approved conditionally :—

No.	Corres. No.	Licensee	Goldfield	Locality	Period
1448H (1M/1961)	998/60	Donald Malcolm Budge and Ronald Frederick Johns	Murchison	Lennonville	Six months from 1st June, 1961

The authority to occupy conditionally the undermentioned Temporary Reserve has been extended :—

No.	Corres. No.	Occupiers	Term	Locality
1549H	607/57	Moonlight Wiluna Gold Mines Limited	Twelve months from 10th June, 1961	Copperfield in the North Coolgardie Goldfield

MINING ACT, 1904-1957.

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

Department of Mines,
Perth, 21st June, 1961.

IN accordance with section 97 of the Mining Act, 1904-1957, notice is hereby given that, unless the rent due on the undermentioned leases be paid on or before the 18th July, 1961, it is the intention of the Governor, under the provisions of section 98 of the Mining Act, 1904-1957, to forfeit such leases for breach of covenant, viz., for non-payment of rent.

A. H. TELFER,
Under Secretary for Mines.

ASHBURTON GOLDFIELD.

Mineral Leases.

- 155—RIDGE; Rose, W.; Camp, S. G., and Camp, F. J.
161—CAMPSITE; Griffiths, F. A.; James, R. J.; Camp, S. G., and Camp, F. J.

BROAD ARROW GOLDFIELD.

Gold Mining Leases.

- 2253W—NEW MEXICO SOUTH; Camilleri, Oliver John, and White, Andrew Francis.
2270W—GIMLET SOUTH; Wilson, William Edward, and Wilson, Robert James.
2279W—NEW MEXICO; Camilleri, Oliver John, and White, Andrew Francis.
2290W—MOPOKE CONSOLS; Wilson, William Edward, and Wilson, Robert James.
2295W—NEW MEXICO EXTENDED; Camilleri, Oliver John, and White, Andrew Francis.
2299W—JEANIE MAY; Hancock, Leslie William.
2302W—NEW MEXICO EAST; Camilleri, Oliver John, and White, Andrew Francis.
2303W—OLD VICTORIA; Malievaz, Guiseppa.
2305W—PRINCE VALIANT; Argus, John Charles, and Donatti, Stephen.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

Gold Mining Leases.

- 5511Z—FIRST HIT; Sander, Rudolph Albert, and Sander, Berthold Wilhelm.

Yerilla District.

Gold Mining Leases.

- 1320R—MARGARET; Hoffman, Ernest William.

COOLGARDIE GOLDFIELD.

Coolgardie District.

Gold Mining Leases.

- 5324—SPARGO'S; Spargo's Reward Gold Mine (1935) No Liability.
5325—GOLDEN GULLY; Spargo's Reward Gold Mine (1935) No Liability.
5362—SPARGO'S No. 3; Spargo's Reward Gold Mine (1935) No Liability.
5363—SPARGO'S No. 4; Spargo's Reward Gold Mine (1935) No Liability.
5647—FAIR PLAY GOLD MINE; Oreb, Ante, and Tabain, Ante.
5986—JENNY WREN; Meadows, Sydney Charles, and Bail, Robert McLean.
5997—ELLEN JEAN; Hoehn, Arnold.
6000—DENDON; Ryan, Edward Joseph, and Lee, Donald.
6002—TWO BOYS; Urlich, Milenko, and Hennessey, John Herbert.
6003—WORKED OUT; Gaspar, Mate.
6004—SPARGOS SOUTH EXTENDED EAST; Hicks, Percy Albert.
6005—SPARGOS SOUTH EXTENDED WEST; Hicks, Percy Albert.

Miner's Homestead Leases.

- 109—WOODLANDS; Purchase, Charles Keith.
110—GRANITE KNOB; Lister, George Francis.
111—BOWS; Kennedy, Roy Sylvester.
112—MEADOWS; Kennedy, Barbara May.

Kunanalling District.

Gold Mining Leases.

- 1048S—CARBINE; Crawford, Mary Ann, and Crawford, Robert James.
1049S—PREMIER; Hill, Alfred John.

DUNDAS GOLDFIELD.

Gold Mining Leases.

- 1906—VALHALLA; Freeman, Raymond Charles, and Arnold, Colin Leonard.
1908—BEETE; Battaglia, Antonio; Tarabini, Peter, and Stain, James.
1909—JUST IT; Hourigan, Michael Edward.
1910—OLD MILLER; Myles, Harvey Robert.
Miner's Homestead Leases.
92—NEWTOUN; Baker, Robert George Clive.

EAST COOLGARDIE GOLDFIELD.

East Coolgardie District.

Gold Mining Leases.

- 6051E—BIG BULL; Gould, Albert Roy; Reibel, Richard Louis, and Hooper, William Edward.
6213E—PAULINE; Holman, Archibald Kenneth.
6227E—HILL END SOUTH; Erbe, Kevin Joseph.
6325E—GREAT HOPE; Parker, Allan Thomas, and Bagworth, Bernard Olive.
6562E—BRETVIC; Sheehan, William John, and Turich, Nicholas.
6570E—ROCK AND ROLL; Robustellini, Alberto; Robustellini, Romeo, and Robustellini Steve.
6590E—NICKY BOO; Sheehan, William John.

Miner's Homestead Leases.

- 301E—AIR VIEW; Banner, Raymond Pender, and Banner, Olive Ann.
306E—WRIGHTS; Sheehan, William John.
308E—MARIA; Pisano, Carmelo.
311E—ROSALINE FARM; Adamson, John.
312E—HALFORD FARM; Halford, Sophia Emily, and Halford, William Henry.
313E—MANDILLA; Halford, Ivy Joan.
314E—MANDILLA SOUTH; Barnett, Jean Mary.
317E—CORONATION; Neve, Henry David.
321E—PISANO'S FARM; Pisano, Maria.
322E—MIDWAY; Bartlett, Alma.

Machinery Leases.

- 8E—GLOUCESTER; Kalgoorlie Electric Power and Lighting Corporation Limited.
9E—BULLFINCH EXTENDED; Kalgoorlie Electric Power and Lighting Corporation Limited.
10E—BULLFINCH EAST; Kalgoorlie Electric Power and Lighting Corporation Limited.
11E—BULLFINCH; Kalgoorlie Electric Power and Lighting Corporation Limited.
12E—BULLFINCH NORTH; Kalgoorlie Electric Power and Lighting Corporation Limited.

Bulong District.

Gold Mining Lease.

- 1311Y—BLUE QUARTZ; Jones, Barton Cecil.

NORTH-EAST COOLGARDIE GOLDFIELD.

Kanowna District.

Gold Mining Lease.

- 1572X—KANOWNA RED HILL; Asher, William George, and Asher, William Robert.

EAST MURCHISON GOLDFIELD.

Lawlers District.

Gold Mining Lease.

- 1369—KATHLEEN DEVELOPMENT; James, Lawrence Stanley Donald; Cawley, Martin Denis, and Thomas, Cyril Berte.

Wiluna District.

Miner's Homestead Leases.

- 67J—BETTERVIEW; Kluth, Keith John.
89J—SULTAN; Ward, Norman Raurert.
90J—CLOVER; Ward, Gwennyth Rose.
91J—WILUNA ABORIGINAL MISSION; Australasian Conference Association Limited.
94J—WATER; Ward, Nicholas Henry.

Residential Leases.

- 6J—HOMETOWN; Jones, Thomas John.
7J—ERAHEEDY; Quatermaine, Maitland John.

Black Range District.

Gold Mining Leases.

- 958B—LADY MARY; Parkinson, Tom.
1062B—DALMATION; Parkinson, Tom.
1088B—LADY MARY EXTENDED; Parkinson, Thomas Leslie.
1114B—BLACK RANGE GOLD MINE; Parkinson, Edward Albert.
1116B—DINGO; Brown, Edward; Brown, Charles, and Devine, Frank.
1117B—SCHEELITE LEASES; Doherty, Daniel Patrick.
1121B—WHISKY GALORE; Woinar, Bernard, and Armstrong, Allan Leslie.

MURCHISON GOLDFIELD.

Mount Magnet District.

Gold Mining Leases.

- 1255M—EDWARD CARSON; Cassey, Andrew.
1415M—EDWARD CARSON SOUTH; Cassey, Andrew.
1444M—LATE COMER; Grose, Charles William James.
1475M—MORNING STAR NORTH; Grose, Charles William James.
1529M—LOUISE; Poletti, Gildo.
1538M—MOYAGEE; Poletti, Gildo.
1549M—LEONARD; Hill 50 Consolidated No Liability.
1554M—LATE COMER NORTH; Grose, Charles William James.
1563M—CORONA EAST; Lyon, Halwin Philip, and Nagl, Karl John.
1566M—EMPRESS; Grose, Charles William James.
1581M—EXCHANGE; Lierzer, Gottfried, and Sipos, Andrew.
1597M—MAYFLOWER; Bernet, Francis Xavier.
1633M—ANTONIO; Bigetti, Antonio, and Humberston, Leslie.

YALGOO GOLDFIELD.

Gold Mining Leases.

- 1207—ROSE MARIE; O'Callaghan, Francis Joseph.
1225—AUSTIN MARTHA; Grose, Charles; Grose, Albert Franklin; Grose, Albert Raymond Nicholas, and Grose, Charles William James.
1232—KING SOLOMONS MINE; Bernet, Francis Xavier.

MT. MARGARET GOLDFIELD.

Mt. Margaret District.

Gold Mining Leases.

- 2445T—LANCFIELD; Cable, Douglas.
2478T—LANCFIELD NORTH; Cable, Douglas.
2489T—WEDGE; Cable, Douglas.
2567T—BOOMERANG; Cable, Charles.
2574T—IDA H; Cable, Martin.

Mt. Malcolm District.

Gold Mining Leases.

- 1795C—RANGOON; Spencer, Percy Ernest, and Courcier, Kenneth Aubrey.
1845C—MONTE CRISTO; Sceghi, Paolo.

MURCHISON GOLDFIELD.

Cue District.

Gold Mining Leases.

- 2237—GIDGIE; Bozanich, Vladimir Laddie.
2241—EAGLE HAWK; Brega, Enrico.
2244—WINSTON; Chesson, John Edward.
2247—VICTORY; Bigetti, Antonio, and Accorsini, Pietro.
2253—RAND No 3; Burt, Richard Paull Septimus, and Arrigoni, Luigi.
2261—WEST RAND; Lansdown, Christopher William.
2279—NEW LIGHT; DiPardo, Francesco.

Day Dawn District.

- 573D—MOUNTAIN VIEW; Mountain View Gold No Liability.
576D—NEW FINGALL; Mountain View Gold No Liability.
663D—ANTHONY; Mountain View Gold No Liability.
669D—CASSIDY'S HOPE; Cassidy, James Edward; Sceresini, Ardelio; Sceresini, Antonio and Brega, Enrico.
671D—TURNING POINT; Mountain View Gold No Liability.
673D—FRIDAY THE THIRTEENTH; Mountain View Gold No Liability.
684D—COMET WEST EXTENDED; Burt, Richard Paull Septimus; Horley, Lance Charles; Saw, Charles Ronald Baden, and Moss, George.

Meekatharra District.

Gold Mining Leases.

- 1529N—PROHIBITION; Spencer, Norman Charles, and Spencer, Jack.
1559N—INGLISTON; Rinaldi, Dominic.
1853N—BLUEBIRD; Scott, Frank Muir.
1975N—FORTUNE TELLER; Christie, Frank Ernest.
1977N—HAVELUCK; Rinaldi, Arthur, and Rinaldi, Emilio.
1982N—NANNINE; Budge, Raymond William; Budge, Raymond Albert, and Pedler, John Alfred.
1983N—MT. HALL; Budge, Raymond William; Budge, Raymond Albert, and Pedler, John Alfred.
1984N—MT. HALL NORTH; Budge, Raymond William; Budge, Raymond Albert, and Pedler, John Alfred.
1985N—LADY CENTRAL; Rinaldi, Louis Vivian.
1990N—TUMBULGUM; Motter, Zeta Ethyle.
1993N—NEW GWALIA; Rinaldi, Luigi Vivian.
21N—BUNGALOW NORTH; Chong, John William. Miner's Homestead Leases.
65N—PEPPERS; Gale, Aubrey Leyton Carlisle.
67N—CRYSTAL BROOK; Australian Conference Association Limited.

NORTHAMPTON MINERAL FIELD.

Mineral Leases.

- 249—KIRTONS SOUTH; Williams, Raymond.
250—KIRTONS; Williams, Kenneth.
251—KIRTONS NORTH; Williams, Milton Thomas.
267—NEW VENTURE; Glynn, Denis McMahon; Cotic, Andrew John; Rogers, Malcolm, and Rowe, George.
268—McGUINNESS LEAD MINE; Norton, James Edward.
270—VIRGIN SOUTH; Williams, Kenneth.
275—KATHLEEN HOPE NORTH EXTENDED; Gurkha Lead Mine Pty. Ltd.
278—BLACK PETER; Yder, Christin; Tyrrell, Kevin, and Heinsen, Julius Johannes.

NORTH COOLGARDIE GOLDFIELD.

Niagara District.

Gold Mining Leases.

- 928G—ALTONA; Jarvis, Francis John; Jarvis, Peggy Lorraine; Hillgrove, Murray; Dellar, Benjamin James; Mutzig, Edward Robert; Mutzig, Morfwyn, and Greengrass, Adelaide Turnau.
929G—NORTH ALTONA; Jarvis, Francis John; Jarvis, Peggy Lorraine; Hillgrove, Murray; Dellar, Benjamin James; Mutzig, Edward Robert; Mutzig, Morfwyn, and Greengrass, Adelaide Turnau.
936G—ALTONA EXTENDED; Jarvis, Francis John; Jarvis, Peggy Lorraine; Hillgrove, Murray; Dellar, Benjamin James; Mutzig, Edward Robert; Mutzig, Morfwyn, and Greengrass, Adelaide Turnau.
933G—NEW GLADSTONE; George-Kennedy, Patrick, and Solly, Clifford Ross.
937G—VICTORY; Carter, George Frederick.
939G—ALTONA SOUTH; Dellar, Benjamin James; Mutzig, Edward Robert; Jarvis, Francis John, and Hillgrove, Murray.

PEAK HILL GOLDFIELD.

Gold Mining Leases.

- 511P—COMMERCIAL; Sandberg, Gustav Adolv.
 512P—ATLANTIC; Sandberg, Gustav Adolv.
 553P—MORNING STAR; Sandberg, Gustav Adolv.
 599P—BOBBY DAZZLER; Edwards, Francis John,
 and Forrester, Alan James.
 601P—MT. PLEASANT; Biggs, Robert Charles.
 602P—DUFFER; Sanderg, Gustav Adolv.
 603P—ATLANTIC NORTH; Sandberg, Gustav
 Adolv.

Mineral Lease.

- 76P—THADUNA NORTH WEST; Constantine,
 George.

PILBARA GOLDFIELD.

Marble Bar District.

Gold Mining Leases.

- 850—FEDERATION; Knight, John Claude.
 927—HALLEY'S COMET; Stubbs, Stuart Henry.
 928—SYDNEY; Stubbs, Stuart Henry.
 930—ALEXANDER; Baker, John Chaffey.
 934—THE STIRLING CASTLE; Stubbs, Stuart
 Henry.
 1014—EASTERN STAR; Stubbs, Stuart Henry.
 1082—EDELWEIS; Stubbs, Stuart Henry, and
 Johnson, Frederick Clarence.
 1085—VICTORY; Stubbs, Stuart Henry, and John-
 son, Frederick Clarence.
 1092—HALLEY'S COMET NORTH; Stubbs, Stuart
 Henry.
 1094—BLUE BAR; Dorrington, Harry Barker.
 1095—Mt. PROPHECY NORTH; Thompson, Donald
 Robert Powell.
 1096—MOUNT PROPHECY; Thompson, Donald
 Robert Powell.
 1097—PERSEVERANCE; Thompson, Donald Robert
 Powell.
 1119—URANUS; Stubbs, Stuart Henry.
 1121—LITTLE PORTREE; Baker, John Chaffey.
 1122—NORMAY; King, Harold John James; Coate,
 Alan James; Marshall, William Walter;
 Baker, John Chaffey, and Hedley, Donald
 McKenzie.
 1134—WILHELMENA; Knight, John Claude.
 1153—PERSEVERANCE SOUTH; Bamboo Creek
 Gold Mines N.L.
 1171—ECLIPSE; Stein, Lancelot Clyde, and Stein,
 Stella Kathleen.
 1192—TALGA BLINK; Mineral Concentrates Pty.
 Ltd.
 1193—TRUMP; Miller, Leslie Melbourne.
 1194—GENERAL; Pearson, Kenneth John; John-
 ston, Robert, and Edwards, Matthew
 Ronald.

Mineral Leases.

- 313—TABBA TABBA CONSOLIDATED; Crawford,
 Lindsay William Seabrook, and Craw-
 ford, Allan Robert.
 366—RAGGED HILLS DEEPS; Stubbs, Stuart
 Henry.
 370—BIRDS EYE VIEW; Stein, Lancelot Clyde,
 and Stein, Stella Kathleen.
 371—JIMMIES; Stein, Lancelot Clyde, and Stein,
 Stella Kathleen.
 372—CANNINGS LEASE; Crawford, Allan Robert.

Miner's Homestead Lease.

- 22—CONDERMINE; Long Bob.

Residential Leases.

- 1—JOHNSTON CITY; Thompson, Donald Robert
 Powell.
 5—Mt. SYDNEY CAMP; Rhodes, Donovan Francis
 Duncan.

Nullagine District.

Gold Mining Leases.

- 314L—COPPER HILLS; Stubbs, Stuart Henry.
 331L—ARD PATRICK; Graham, William.
 333L—LITTLE WONDER; Kalinowsky, Joseph.
 337L—ALL NATIONS; Johnston, Robert, and Pear-
 son, Kenneth John.

WEST PILBARA GOLDFIELD.

Gold Mining Lease.

- 177—SWELPME; Brompton, John Robert, and Lee,
 Thomas.

Mineral Leases.

- 259—YANERY HILL COPPER MINE; Lee, Thomas.
 262—MAITLAND; Lee, Thomas.

YILGARN GOLDFIELD.

Gold Mining Leases.

- 3555—NO TRUMPS; Grace, William James.
 3718—KURRAJONG; Barton, Flora Adelaide Vic-
 toria.
 3724—FRANCES FIRNESS; Carnicelli, Eric
 Bernard.
 3875—VICTORIA; Rota, Gildo.
 3970—MOUNTAIN QUEEN; Boyle, Vivian, and
 Robinson, William Alexander.
 4034—FIRELIGHT; Brand, Percy James, and
 Brand, Merville George.
 4035—UNDAUNTED; Clough, William Edwin, and
 Clough, John Edwin.
 4039—CROMWELL; Clough, William Edwin.
 4243—CHRISTMAS GIFT; Mazza, Teresa.
 4247—LILY OF THE VALLEY; Harper, Joseph
 Ernest.
 4268—VICTORIA SOUTH; Rota, Gildo.
 4287—VOLCANO; Della Bosca, Peter Douglas, and
 Puiselli, Cosimo.
 4423—SPRING HILL; Carnicelli, Noel, and Carni-
 celli, Peter Joseph.
 4434—CORNWALL; Pike, Cuthbert Donal Rochfort.
 4443—DEVON; Pike, Cuthbert Donal Rochfort.
 4444—TRY AGAIN; Pike, Cuthbert Donal Rochfort.
 4469—LYNETTE; Teale, William Arthur, and
 Teale, Ronald James.
 4470—PABLO; de Mamiel, Philip Francis.
 4478—PATALENA; Leavy, Laurance James.
 4481—OVERSIGHT; Dixon, John Knight; Never-
 mann, Ivan Percy, and Nevermann,
 Walter Roy.
 4482—OVERSIGHT SOUTH; Dixon, John Knight;
 Nevermann, Ivan Percy, and Nevermann,
 Walter Roy.
 4483—OVERSIGHT NORTH; Dixon, John Knight;
 Nevermann, Ivan Percy, and Nevermann,
 Walter Roy.

Miner's Homestead Leases.

- 119—NESTOR; Savoldelli, Emilio.
 120—GLENCOE; Savoldelli, Emilio.
 123—HULME'S HOMESTEAD; Baldisseri, Massini.
 130—MAZZINA; Mazzina, Arturo.
 131—LAKEWAY; Dixon, John Knight.

OUTSIDE PROCLAIMED GOLDFIELDS.

Gold Mining Lease.

- 106H—GRIFFINS' FIND; Griffin, Charles Roy;
 Griffin, Charles, and Lawless, James
 Browne.

COLLIE RIVER MINERAL FIELD.

Coal Mining Leases.

- 324—EWINGTON No. 1; Amalgamated Collieries
 of W.A. Ltd.
 325—EWINGTON No. 2; Amalgamated Collieries
 of W.A. Ltd.
 326—EWINGTON No. 3; Amalgamated Collieries
 of W.A. Ltd.
 327—EWINGTON No. 4; Amalgamated Collieries
 of W.A. Ltd.
 328—STOCKTON No. 1; Amalgamated Collieries
 of W.A. Ltd.
 329—STOCKTON No. 2; Amalgamated Collieries
 of W.A. Ltd.
 330—STOCKTON No. 3; Amalgamated Collieries
 of W.A. Ltd.
 331—STOCKTON No. 4; Amalgamated Collieries
 of W.A. Ltd.
 334—COOPERATIVE EXTENDED; Amalgamated
 Collieries of W.A. Ltd.

- 335—ABERDAIR; Amalgamated Collieries of W.A. Ltd.
- 336—PACIFIC; Amalgamated Collieries of W.A. Ltd.
- 337—WALLSEND; Amalgamated Collieries of W.A. Ltd.
- 338—BULLFINCH; Amalgamated Collieries of W.A. Ltd.
- 339—MOIRA; Amalgamated Collieries of W.A. Ltd.
- 340—AUSTRAL; Amalgamated Collieries of W.A. Ltd.
- 341—CYGNET; Amalgamated Collieries of W.A. Ltd.
- 342—CORNWALL; Amalgamated Collieries of W.A. Ltd.
- 343—BOULDER; Amalgamated Collieries of W.A. Ltd.
- 344—BULLI; Amalgamated Collieries of W.A. Ltd.
- 345—BURWOOD; Amalgamated Collieries of W.A. Ltd.
- 346—BROX BURN; Amalgamated Collieries of W.A. Ltd.
- 347—DUDLEY; Amalgamated Collieries of W.A. Ltd.
- 348—SEAHAM; Amalgamated Collieries of W.A. Ltd.
- 349—WARATAH; Amalgamated Collieries of W.A. Ltd.
- 350—GETHO; Amalgamated Collieries of W.A. Ltd.
- 351—ALBURY; Amalgamated Collieries of W.A. Ltd.
- 356—JUBILEE; Amalgamated Collieries of W.A. Ltd.
- 357—REEFTON; Amalgamated Collieries of W.A. Ltd.
- 358—WESTPORT; Amalgamated Collieries of W.A. Ltd.
- 359—JUMBUNNA; Amalgamated Collieries of W.A. Ltd.
- 360—ALTONA; Amalgamated Collieries of W.A. Ltd.
- 372—ALBANY; Amalgamated Collieries of W.A. Ltd.
- 373—BUSSELTON; Amalgamated Collieries of W.A. Ltd.
- 374—BUNBURY; Amalgamated Collieries of W.A. Ltd.
- 375—FREMANTLE; Amalgamated Collieries of W.A. Ltd.
- 376—GERALDTON; Amalgamated Collieries of W.A. Ltd.
- 377—PORT HEDLAND; Amalgamated Collieries of W.A. Ltd.
- 378—DERBY; Amalgamated Collieries of W.A. Ltd.
- 379—BROOME; Amalgamated Collieries of W.A. Ltd.
- 381—NORTH COOPERATIVE; Amalgamated Collieries of W.A. Ltd.
- 382—NORTH MOIRA; Amalgamated Collieries of W.A. Ltd.
- 383—CENTRAL; Amalgamated Collieries of W.A. Ltd.
- 384—SOUTH MOIRA; Amalgamated Collieries of W.A. Ltd.
- 385—SOUTH COOPERATIVE; Amalgamated Collieries of W.A. Ltd.
- 386—COOPERATIVE; Amalgamated Collieries of W.A. Ltd.
- 387—SANDY; Amalgamated Collieries of W.A. Ltd.
- 388—STONY; Amalgamated Collieries of W.A. Ltd.
- 407—SOUTH WESTRALIA; Amalgamated Collieries of W.A. Ltd.
- 408—RESERVE; Amalgamated Collieries of W.A. Ltd.
- 409—BOUNDARY; Amalgamated Collieries of W.A. Ltd.
- 410—ALLANSON; Amalgamated Collieries of W.A. Ltd.
- 411—WESTRALIA; Amalgamated Collieries of W.A. Ltd.
- 412—EAST WESTRALIA; Amalgamated Collieries of W.A. Ltd.
- 430—WEST BLACK DIAMOND; Amalgamated Collieries of W.A. Ltd.
- 445—FOURFIVE; Amalgamated Collieries of W.A. Ltd.
- 446—FOURSIX; Amalgamated Collieries of W.A. Ltd.
- 447—GREY; Amalgamated Collieries of W.A. Ltd.
- 467—METROPOLE; Amalgamated Collieries of W.A. Ltd.
- 468—SAVOY; Amalgamated Collieries of W.A. Ltd.
- 469—ESPLANADE; Amalgamated Collieries of W.A. Ltd.
- 470—PALACE; Amalgamated Collieries of W.A. Ltd.
- 471—IMPERIAL; Amalgamated Collieries of W.A. Ltd.
- 474—DAHLIA; Amalgamated Collieries of W.A. Ltd.
- 475—PRIMROSE; Amalgamated Collieries of W.A. Ltd.
- 476—ZINNIA; Amalgamated Collieries of W.A. Ltd.
- 477—THROSSELL; Amalgamated Collieries of W.A. Ltd.
- 478—WITTERNOOM; Amalgamated Collieries of W.A. Ltd.
- 479—HARVEY; Amalgamated Collieries of W.A. Ltd.
- 480—STEERE; Amalgamated Collieries of W.A. Ltd.
- 481—PRINSEP; Amalgamated Collieries of W.A. Ltd.
- 482—VENN; Amalgamated Collieries of W.A. Ltd.
- 483—MEDIC; Amalgamated Collieries of W.A. Ltd.
- 484—HUTTON; Amalgamated Collieries of W.A. Ltd.
- 485—ATKINSON; Amalgamated Collieries of W.A. Ltd.
- 488—ALGOL; Amalgamated Collieries of W.A. Ltd.
- 489—ALTAIR; Amalgamated Collieries of W.A. Ltd.
- 490—CAPELLA; Amalgamated Collieries of W.A. Ltd.
- 491—CASTOR; Amalgamated Collieries of W.A. Ltd.
- 492—DENEK; Amalgamated Collieries of W.A. Ltd.
- 493—MARKAB; Amalgamated Collieries of W.A. Ltd.
- 494—MIRA; Amalgamated Collieries of W.A. Ltd.
- 495—POLARIS; Amalgamated Collieries of W.A. Ltd.
- 496—POLLUX; Amalgamated Collieries of W.A. Ltd.
- 497—REGULUS; Amalgamated Collieries of W.A. Ltd.
- 498—RIGEL; Amalgamated Collieries of W.A. Ltd.
- 499—SPICA; Amalgamated Collieries of W.A. Ltd.
- 500—VEGA; Amalgamated Collieries of W.A. Ltd.
- 501—TRIANGLE; Amalgamated Collieries of W.A. Ltd.
- 502—JARRAH; Amalgamated Collieries of W.A. Ltd.
- 503—KARRI; Amalgamated Collieries of W.A. Ltd.
- 504—BLACKBUTT; Amalgamated Collieries of W.A. Ltd.
- 505—SHEOAK; Amalgamated Collieries of W.A. Ltd.
- 506—BANKSIA; Amalgamated Collieries of W.A. Ltd.
- 507—PINE; Amalgamated Collieries of W.A. Ltd.
- 508—HILLY; Amalgamated Collieries of W.A. Ltd.
- 510—FOURONE; Amalgamated Collieries of W.A. Ltd.
- 511—FOURTWO; Amalgamated Collieries of W.A. Ltd.
- 512—FOURTHREE; Amalgamated Collieries of W.A. Ltd.
- 513—FOURFOUR; Amalgamated Collieries of W.A. Ltd.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 5 of 1959.

Between West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Applicant, and Meat and Allied Trades Federation of Australia (Western Australian Division), Union of Employers Perth; Butcher Bros.; Pettit and Co. and R. Banner, 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.")

Award.

1.—Title.

This Award shall be known as the Meat Industry (Kalgoorlie) Butchers' Award and replaces Award No. 70 of 1948 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Copy of Award.
7. Wages.
8. Mixed Functions.
9. Annual Leave.
10. Holidays.
11. Sick Leave.
12. Time and Wages Record.
13. Hours.
14. Overtime.
15. Meal Money.
16. Meal Intervals.
17. Breakdowns.
18. Under-Rate Workers.
19. Apprentices.
20. Junior Workers.
21. Definitions.
22. Board of Reference.
23. Board and Lodging.
24. Travelling Expenses.
25. Manager.
26. Delivery of Meat.
27. Tools of Trade and Clothing Allowance.
28. Contract of Service.
29. First Aid.
30. Long Service Leave.
31. Leave to Apply.

3.—Scope.

This Award shall apply to the workers classified in clause 7 hereof employed by the respondents:—

- (a) Selling or handling fresh, chilled or frozen meat in less quantities than a quarter of beef or a carcass of mutton, lamb, veal or pork in retail shops or in establishments handling such meat for sale by retail or in establishments handling such meat for sale by wholesale for local consumption.
- (b) Making up from meat smallgoods for sale by retail.

4.—Area.

This Award shall operate over an area comprised within a radius of thirty (30) miles from the Post Office, Kalgoorlie.

5.—Term.

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

6.—Copy of Award.

A copy of this Award shall be kept by each employer in each establishment in some position accessible to all workers.

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	14 12 0
Females	10 19 0

Margin Over
Basic Wage
Per Week
(Male)

£ s. d.

(b) Adult Male Workers:

- (1) General Butcher
- (2) Salter
- (3) Smallgoodsman
- (4) First Shopman
- (5) First smallgoodsman
- (6) Counterhand (i.e. a worker in a substantially pre-wrapped meat department selling uncooked and pre-wrapped meats who is not required to cut such meats) 2 13 0
- (7) Counterhands who are required or permitted to cut uncooked meats shall be paid not less than the margin prescribed for a general butcher.
- (8) Drivers of motor vehicles—
 - (i) not exceeding 25 cwt. capacity
 - (ii) exceeding 25 cwt. but not exceeding 3 tons capacity
 - (iii) exceeding 3 tons but not exceeding 6 tons capacity
 - (iv) for each complete ton over 5 tons capacity—
2s. 6d. additional margin.

Margin Over
Basic Wage
Per Week
(Females)

£ s. d.

(c) Adult Female Workers:

- (1) Counterhand (i.e. a worker in a substantially pre-wrapped meat department where selling uncooked and pre-wrapped meats who is not required to cut such meats) 1 6 0
- (2) Counterhands who are required or permitted to cut uncooked meats shall be paid not less than the total male rate for a general butcher.
- (3) Females wrapping, weighing, packaging, or packing uncooked meat, in a pre-packing area
- (4) Females whose work includes pricing

		Percent. of Basic Wage Per Week (Male)
(d) Junior Workers:		
(i) Males:		
14 to 15 years of age ....	....	25
15 to 16 years of age ....	....	35
16 to 17 years of age ....	....	45
17 to 18 years of age ....	....	60
18 to 19 years of age ....	....	70
19 to 20 years of age ....	....	90
20 to 21 years of age....	....	100
(ii) Females:		
15 to 16 years of age ....	....	40
16 to 17 years of age ....	....	50
17 to 18 years of age ....	....	60
18 to 19 years of age ....	....	70
19 to 20 years of age ....	....	85
20 to 21 years of age ....	....	95
(iii) In lieu of the foregoing percentages juniors employed as counterhands shall be paid not less than the percentages prescribed for shop assistants in the award applicable in the area of this Award. The provisions of Clause 7 (b) 7 and 7 (c) (2) shall have application to juniors.		

		Percent. of Basic Wage Per Week
(e) Apprentices:		
First year ....	....	33½
Second year ....	....	45
Third year ....	....	65
Fourth year ....	....	85
Fifth year ....	....	100+£1

(f) Casual or part-time workers shall be paid a proportion of the ordinary weekly rate calculated on the number of hours actually worked plus twenty (20) per cent. of such amount with a minimum engagement of seven (7) hours Monday to Friday inclusive and five (5) hours on Saturdays, provided that any such worker who has been advised before ceasing work that he will be required for employment either casual, part time or full time within the following seven days shall be paid ten per cent. (10%) extra for such casual work on a four hour daily minimum in lieu of the foregoing.

(g) Junior male workers employed in establishments handling meat for sale by wholesale for local consumption shall be paid not less than the rate applying to a junior 17 years of age.

8.—Mixed Functions.

A worker may be required to perform any work but he shall be paid the higher rate if engaged on a higher classification for more than three and a half (3½) hours per day from Monday to Friday, or two and a half (2½) hours on a Saturday, but if engaged on a higher classification for less than three and a half (3½) hours Monday to Friday, or two and a half (2½) hours on a Saturday he shall then be entitled to payment at the higher rate only for the time so employed.

9.—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. An employer shall give at least four (4) weeks' notice to a worker of the date that he requires him to commence his annual leave.

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

(c) A worker 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.

(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) The provisions of this clause shall not apply to casual or part-time workers.

(f) If after one months' continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

10.—Holidays.

(a) The following days, or the days observed in lieu, shall subject to Clause 14 hereof be observed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, Boxing Day and Kalgoorlie or Boulder Cup Day.

(b) No work shall be allowed in retail shops on any of the holidays named in subclause (a) hereof except for the purpose enumerated in subclause (1) of Clause 14 provided that when Boxing Day or a day in lieu is observed on a Tuesday work may be done on that day.

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

(d) Any worker absenting himself from work on the working day preceding or on the working day following a holiday without reasonable cause or without the consent of the employer shall not be entitled to payment for the holiday.

11.—Sick Leave.

(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 (f) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year. Payment hereunder may be adjusted 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) This clause shall not apply when the worker is entitled to compensation under the Workers' Compensation Act.

(c) 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.

(d) 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.

(e) Notwithstanding the provisions of subclause (d) hereof, a worker who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year unless during the ordinary working hours that the worker is absent the employer requests in writing the employee to produce on his return to work a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

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

12.—Time and Wages Record.

The employer shall provide a time and wages record, to be kept where the worker or workers usually commence work, in which each worker shall enter his starting and finishing times each day and such entries shall be signed by the worker each day.

The employer shall keep records showing:—

- (a) the name and address of each worker;
- (b) the occupation of each worker;
- (c) the time worked by each worker;
- (d) the wages and overtime paid therefor.

Such records shall be open for inspection by the Secretary of the Union, or such other person authorised in writing by the President of the Union, during working hours in any day, and the official making the inspection shall be entitled to take a copy of any entries in the time and wages record.

Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

13.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any one week or eight (8) in any one day. Such hours to be consecutive except for the meal break.

(b) The starting and ceasing time shall be mutually arranged between the employer and the worker; in the absence of agreement the Registrar shall decide.

(c) Subject to clause 14 all work in retail shops shall be performed between 7.30 a.m. and 5.45 p.m. Monday to Friday inclusive, and between 7 a.m. and 12.15 p.m. on Saturday, and no worker shall be allowed on such premises outside these hours. No worker in such shops shall be allowed to sell meat other than between the hours of 8 a.m. and 5.30 p.m. Monday to Friday inclusive, and between 7 a.m. and 12 noon on Saturday.

(d) Liberty is reserved to either party to apply to amend this clause in respect of establishments other than retail.

14.—Overtime.

(1) Work shall not be allowed in retail shops outside the limits of clause (13) (c) except in cases of urgent necessity for the purpose of:—

- (a) Supplying military hospitals, military camps and military depots;
- (b) Supplying hospitals and State institutions;
- (c) A breakdown of the refrigeration plant, which necessitates the worker handling the meat contained in the chambers attached thereto;
- (d) Supplying rail orders.

(2) The rates of overtime for work done under this clause shall be:— For the first four hours, time and a half; thereafter double time.

(3) When a worker has left the premises and is recalled to work under this clause he shall be paid at least two hours at ordinary overtime rates.

(4) Work performed on Sundays or holidays shall be paid for at the rate of double time with a minimum payment of two (2) hours.

(5) In any establishment where it is necessary to attend to the refrigerator at times not within the ordinary hours, it shall be permissible for a worker to do so on terms arranged with the employer and approved by the Secretary of the Union.

(3)—48088

(6) 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.

15.—Meal Money.

A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid five shillings (5s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

No such payments need be made to workers living in the same locality as their place of employment who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

16.—Meal Intervals.

(a) A worker shall not be compelled to work for more than six hours without a break for a meal. Such meal interval shall be not less than 45 minutes nor more than one hour to be taken between the hours of 11.30 a.m. and 2.0 p.m.

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

17.—Breakdowns.

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

18.—Under-Rate Workers.

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

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

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

19.—Apprentices.

(a) The employment of apprentices shall be governed by The Statutory Apprenticeship Regulations, 1953, which shall form part of and be embodied in this Award.

(b) The maximum number of apprentices allowed to any employer in any one establishment shall be in the proportion of one apprentice to every four or fraction of four journeymen employed. Provided that a fifth year apprentice shall not be counted for the purpose of this subclause.

(c) The period of apprenticeship shall be five years, providing however in the case of youths who have already had experience in the industry, the period may be reduced with the consent of the Court or by agreement with the Union as to the allowance to be made out of the set period of five (5) years, for the experience already gained in the industry.

(d) Where an employer or manager usually and customarily works at the trade, he may be counted as a journeyman for the purpose of this clause.

(e) Apprentices may be taken to general butchering and/or smallgoods making.

20.—Junior Workers.

In any establishment or part thereof where an apprentice is not permitted, junior workers may be employed in the proportion of one junior to every four adults.

21.—Definitions.

“First Shopman.”—In every shop where one or more shopmen are employed one shall be classed as first shopman. Provided, however, that where a manager is employed who works in the shop, he shall be considered as first shopman.

“Smallgoodsman” shall mean one who actually performs the work of preparing, manufacturing or making up from meat smallgoods, except sausages known as butchers’ sausages, but shall not mean or include the employer or the manager of any shop, or the member of any firm, and in shops where only one smallgoodsman is employed, he shall be classed as first smallgoodsman.

“Salter” shall mean one who is employed the greater portion of his time in salting and curing meat.

“General butcher” shall mean one (not being a counterhand) employed cutting up meat, serving in shops, or doing rounds, and cutting meat or general work of a butcher, or who is assisting in a smallgoods department.

22.—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 other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There is assigned to such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

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

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.—Board and Lodging.

No employer shall board or lodge any of his workers, excepting members of his family, on his business premises.

24.—Travelling Expenses.

All reasonable travelling expenses incurred by any casual worker travelling to and from work shall be refunded by the employer; the same to apply to any worker sent from one shop to another.

25.—Managers.

This award shall not apply to managers.

(1) For the purpose of this clause a manager shall mean—

- (a) a person who attends to managerial duties who is in charge of the establishment, and/or who directs and supervises operations in connection with such establishment and who does butchering work; and

(b) who works under a written contract of service with his employer and is entitled to a margin of not less than £7 10s. per week and is also entitled to receive a month's notice before his services may be dispensed with, except in the case of misconduct.

- (2) A copy of the Agreement of Service shall be lodged with the Industrial Registrar; the employer and the manager shall be jointly responsible for the lodgment of the Agreement of Service with the Registrar, and upon such lodgment, the Registrar shall notify the union of the name of the worker and employer concerned.

26.—Delivery of Meat.

No apprentice shall be permitted to effect any delivery to householders.

27.—Tools of Trade and Clothing Allowance.

(a) An allowance for tools of trade and clothing shall be made at the rate of five shillings (5s.) per week to adult employees required on cutting and/or boning and two shillings (2s.) per week to all other adult employees. Apprentices shall be paid an allowance for clothing and tools as follows:—

	s.	d.
During first year	2	0
During second year	2	0
During third year	3	0
During fourth year	4	0
During fifth year	5	0

(b) Junior workers covered by clause 7 (g) shall be paid an allowance for clothing and tools as follows:—

	s.	d.
Under 18 years of age	2	0
18 to 19 years of age	3	0
19 to 20 years of age	4	0
20 to 21 years of age	5	0

28.—Contract of Service.

Except for casuals the employment shall be weekly and a week's notice shall be given on either side to terminate the engagement; or a week's wages paid or forfeited in lieu of same; such notice may be given before 12 o'clock noon on any day. Provided that nothing in this clause shall prevent an employer summarily dismissing a worker for misconduct and in such case, wages shall be paid up to the time of dismissal only.

29.—First Aid.

Each employer shall keep at his shop, or factory, or at each, if more than one, a first aid equipment accessible at all times, containing the following:—

- 3 sterilised dressings for fingers.
- 3 sterilised dressings (assorted sizes, one for hand, one for feet and one large size).
- 1 tube or pot ung vitamin ata (V.P.48).
- 6 assorted roller bandages.
- 2 ozs. iodine.
- 2 ozs. sal volatile.
- 1 triangular bandage.
- 1 reel adhesive tape, 2 in.
- Eye drops and brush.
- 1 enamel or kidney dish 8 in.
- Medicine glass.
- A.P.C. tablets (24).

30.—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 the one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (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 continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be the 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 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 26th, 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 grounds 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 termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

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

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the 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 leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (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 at 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 employers 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 agrees in not more than three 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.

(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 the case to which paragraphs (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 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 thirteen (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 to him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the first day of April, 1958.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed in 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 twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

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

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

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

(j) Exemptions.

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

(k) Liberty to Apply.

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

31.—Leave to Apply.

Liberty is reserved to the applicant to apply for inclusion of a Preference Clause.

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 29th day of May, 1961.

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

Filed at my office this 29th day of May, 1961.

R. H. WILLEY,
Acting Clerk of the Court,

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 29 of 1958.

Between The Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and Foy & Gibson (W.A.) Ltd. and others, Respondents.

THE Conciliation Commissioner in pursuance of the powers and duties conferred upon him by Section 108B of the Industrial Arbitration Act, 1912-1952, and in pursuance of a remission made to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

Award.

1.—Title.

This Award shall be known as the "Ticket-writers' Award" and replaces Award No. 27 of 1953, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.
5. Contract of Service.
6. Wages.
7. Payment of Wages.
8. Washing facilities.
9. Higher Duties.
10. Country Work.
11. Under-rate Workers.
12. Fares and Travelling Allowances.
13. Hours.
14. Overtime.
15. Holidays and Annual Leave.
16. Sick Leave.
17. Board of Reference.
18. Access to job.
19. Record.
20. Posting copy of Award—Union notices.
21. Preference.
22. Junior Workers.
23. Breakdowns.
24. Part-time Workers.
25. Long Service Leave.
26. Leave to Apply.

3.—Area.

This Award shall have effect within a radius of twenty-five (25) miles from the General Post Office, Perth.

4. Term.

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

5.—Contract of Service.

(i) In retail shops, warehouse and ticketwriting establishments—one (1) week's notice on either side shall be necessary to terminate the engagement, provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders, or for misconduct.

(ii) In signwriting shops—one (1) day's notice on either side shall be required to terminate the engagement.

6.—Wages.

(a) Basic Wage:	Per Week
	£ s. d.
(i) Within a radius of 15 miles of the G.P.O. Perth—	
Males	14 19 3
Females	11 4 5
(ii) Outside a 15 mile radius but within a 25 mile radius from the G.P.O., Perth—	
Males	14 17 8
Females	11 3 3

	Per Week		
	£	s.	d.
(b) An adult worker who is engaged—			
(i) In the production of a price ticket by the use of water colours the dimensions of which do not necessitate its being cut out of a board which exceeds in size an imperial sheet and/or is employed on Silk Screen work other than designing and setting			
Male Margin over Male Basic Wage	3	0	0
Female Margin over Female Basic Wage	2	0	0
(ii) In the production of a showcard by the use of water colours and/or designing and/or setting Silk Screen work the dimensions of which do not exceed an imperial sheet—			
Male Margin over Male Basic Wage	3	10	0
Female Margin over Female Basic Wage	2	10	0
(iii) In the production of tickets and/or showcards other than referred to in (i) and (ii) hereof shall be paid not less than the total wage prescribed from time to time for Signwriters under the Building Trades Award No. 24 of 1958—			
(iv) A price ticket which is a combination of a price ticket and a Show Card shall for the purposes of sub-clause (i) and (ii) be deemed to be a Show Card.			

	Males Per Cent of Male Basic Wage Per Week	Females Per Cent of Female Basic Wage Per Week
(c) Junior Workers:		
Under 16 years of age	35	35
16 to 17 years of age	45	45
17 to 18 years of age	55	55
18 to 19 years of age	70	70
19 to 20 years of age	80	80
20 to 21 years of age	95	95

(d) Casual Workers.—Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

(e) Leading Hand.—Any worker placed by the employer for not less than one day in charge of three or more other workers shall be paid nineteen shillings (19s.) per week in addition to the wages prescribed herein.

7.—Payment of Wages.

(i) Except as provided in subclause (ii) of this clause, all wages shall be paid once weekly before the prescribed finishing time.

(ii) When a worker is discharged before the usual pay day, he shall be paid all wages due on ceasing work.

(iii) Wages shall not be paid in the meal time.

8.—Washing Facilities.

Water and soap shall be provided in each shop, or on each job, by the employer for the use of the worker.

9.—Higher Duties.

A worker engaged for more than one-half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked.

10.—Country Work.

(i) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class except when travelling by coastal boat, when saloon fares shall be paid.

(ii) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(iii) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hour period from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

11.—Under-rate Workers.

(i) 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.

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

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

12.—Fares and Travelling Allowances.

During the hours of work all travelling time from and to the employer's place of business, or from one job to another, shall be paid for by the employer at ordinary rates. The employer shall pay all fares in connection with such travelling.

13.—Hours.

(i) Forty (40) hours: exclusive of Saturday and Sunday work shall constitute a week's work.

(ii) The ordinary daily hours of duty shall not exceed eight (8) hours per day and shall be worked between the hours of 7.30 a.m. and 5.30 p.m.; provided that the employer and his workers may agree on some other starting and finishing times.

14.—Overtime and Meal Money.

(i) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid five shillings (5s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

(ii) Any worker who has left the premises at which he is employed and is recalled to work after the usual ceasing time for less than one hour, shall receive payment for one (1) hour at overtime rates.

(iii) When a worker is required for any 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.

(iv) The expression "meal time" means the period customarily observed as the meal period by the worker or workers concerned, except when the time of commencement of the customary period is altered by mutual consent of the employer and the worker or workers in the shop to suit the convenience of the worker or workers or the employer, in which case the altered times shall be the basis of any rights under the preceding subclause.

(v) All overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter excepting work done on Sundays, or the holidays prescribed in Clause 15 for which the rate shall be double time.

(vi) 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.

15.—Holidays and Annual Leave.

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

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

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

(d) If any Award holiday falls within a worker's period of annual leave, and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

(i) The provision of this clause shall not apply to casual workers,

16.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the 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.

17.—Board of Reference.

(a) For the purpose of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it, in the event of no agreement being arrived at between the parties to the dispute, the functions of:—

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

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

18.—Access to Jobs or Shops.

The Secretary or any duly accredited representative of the Union of workers shall, with the consent of the employer or his representative, be allowed free access to any shop or place where workers covered by this Award are employed at any time during working hours. Such consent shall not be capriciously withheld.

19.—Record.

(i) Each employer shall provide and keep in each shop a record showing:—

- (a) the name of each worker;
- (b) the time worked each day;
- (c) the overtime (if any) worked each day;
- (d) the amount paid, including fares, if any, together with the worker's signature for same when received.

(ii) Such record shall be open and made available for inspection by the secretary or other duly accredited representative of the employers and workers' unions during working hours,

20.—Posting Copy of Award and Union Notices.

No employer shall prevent an official of the workers' Union from posting a copy of this Award, or any Union notice not exceeding fourteen (14) inches by nine (9) inches in a suitable place on any job.

21.—Preference.

(a) In this clause, the term "Unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(b) In engaging or dismissing labour preference of employment shall be given to Unionists, provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work: Provided further that it shall be a defence on the part of an employer charged with engaging a worker other than a "Unionist" when a "Unionist" was available for such engagement, that the employer, having made enquiries from the appropriate Union, did not know that any "unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused shall be so advised by the Union in writing and shall have the right of appeal within seven days of being so advised to the Industrial Registrar whose decision on such matters shall be final. Such worker who has exercised his right of appeal shall, pending the decision of the Industrial Registrar, have the same rights under this clause as a "Unionist".

(d) Subject to subclause (e) hereof, workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership and a copy of this clause, by an accredited representative of the applicant union, apply in the prescribed manner for membership, and, if accepted as a member, maintain financial membership whilst employed by a Respondent to this Award.

(e) Exemptions:—

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(a) if the applicant is a financial member of any other registered industrial union;

(b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union;

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall, within seven (7) days of the decision, make application for membership of the applicant union, and if accepted as a member, maintain financial membership whilst employed by a Respondent to this Award.

(f) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work are available, retain in his employment any worker for a period of more than seven (7) days after being advised by the Union that such worker has not complied with either subclause (d) or paragraph (iv) of subclause (e) of this clause, or for a period of more than seven (7) days after a conviction for a breach of

this clause in reference to the employment of such worker, or for a period of more than seven (7) days after the employer has been advised by the Union that the worker has not exercised his right of appeal under subclause (c) hereof following the rejection of his application for membership or having exercised such appeal has had such appeal rejected by the Industrial Registrar.

22.—Junior Workers.

(i) Junior workers may be employed in the industry in the proportion of one junior worker to every one adult worker, or one junior worker to every worker in receipt of the full adult rate of pay. Provided that the quotas hereinbefore specified may be increased in any special circumstances by the Board of Reference on application of any employer or worker. For the purposes of this clause the employer, and/or his manager shall be regarded as a worker, if he actually performs substantial manual work in the industry.

(ii) Junior Workers' Certificate.—Junior workers, upon being engaged, shall furnish the employer with a certificate containing the following particulars:—

(i) Name in full.

(ii) Age and date of birth.

No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated either on the certificate or, if no such certificate is furnished, verbally to the employer. If any junior worker shall wilfully mis-state his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this Award, and in the event of a worker having received a higher rate than that to which he was entitled, he shall make restitution to the employer.

23.—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.

24.—Part-Time Workers.

Notwithstanding any of the other provisions of this Award workers may be employed as part-time workers and whilst so engaged shall be paid pro rata wages, annual leave and sick pay in the same proportion as the number of hours regularly worked each week bears to forty (40) hours. Provided that a part-time worker shall not be employed for a period longer than three (3) consecutive months, unless by agreement between the employer and the Union.

25.—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 the one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, 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 the 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, 26th, 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 as completed—13 weeks' leave;
- (b) In respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

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

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

the amount of leave shall be—

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

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

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

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

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

(d) Payment for Period of Leave.

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

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

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

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

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

(e) Taking Leave.

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

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agrees 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 the 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 worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

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

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

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

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record,

(h) Special Board of Reference.

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

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

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

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

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

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

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

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

(j) Exemptions.

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

(k) Liberty to Apply.

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

26.—Leave to Apply.

Liberty is reserved to either party to apply to amend at any time following the Court's decision on its recent general application in accordance with the terms of such decision, and to apply to amend should an appeal now lodged against a recent decision of the Industrial Magistrate on Silk Screen work be upheld.

In witness whereof this Award has been signed by the Conciliation Commissioner this 24th day of May, 1961.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 10 of 1960.

Between State Executive, Australasian Society of Engineers' Industrial Association of Workers., Applicant, and E. C. Stott & Co. Ltd., Stott & Hoare Typewriters Ltd., Burr ridge & Warren Ltd., Edwards Typewriter Service Co., Gliddon & Co. Ltd., Typewriter Service Co., Imperial Typewriter Co. Ltd. (W.A.), Typewriter Repairing Co., Merton Scott & Co., Respondents.

THE Conciliation Commissioner in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1952, and in pursuance of a remission made to him by the Court of Arbitration, doth hereby make the following award in connection with the industrial dispute between the abovenamed parties:—

Award.

1.—Title.

This award shall be known as the "Typewriter and Office Machine Mechanics Award" and replaces award No. 9 of 1953, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Wages.
7. Employment of Females and Junior Males.
8. Hours.
9. Overtime.
10. Holidays and Annual Leave.
11. Sick Leave.
12. Contract of Service.
13. Country Work.
14. Higher Duties.
15. Record.
16. Posting of Award.
17. Under-rate Workers.
18. Junior Worker's Certificate.
19. Apprentices.
20. Board of Reference.
21. Breakdowns.
22. Special provisions.
23. Right of Entry.
24. Long Service Leave.
25. Liberty to Apply.

3.—Scope.

This award shall apply to workers engaged in the repair, maintenance and servicing of typewriters, duplicators, addressing machines, adding machines, listing machines, accounting machines, book-keeping machines and calculating machines in or from typewriter repairing establishments.

4.—Area.

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

5.—Term.

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

6.—Wages.

(a) Basic Wage.—Within a 15 mile radius from the G.P.O., Perth:

	Per Week		
	£	s.	d.
Males	14	19	3
Females	11	4	5

		Margin Per Week £ s. d.	
(b) (i)	Mechanic (Office Machines) —Males	4	5 0
(ii)	Mechanic who makes parts for, and/or repairs and/or adjusts any of the follow- ing machines: Electrical and manual accounting machines, book - keeping machines (except single total non-posting type add- ing machines) and multiple total itemising machines— Males	4	16 0
(iii)	Adult females		16 0
		Males Per Cent of Male Basic Wage Per Week	Females Per Cent of Female Basic Wage Per Week
(c)	Junior Workers:		
	Under 16 years of age	35	35
	16 to 17 years of age	45	45
	17 to 18 years of age	55	55
	18 to 19 years of age	70	70
	19 to 20 years of age	80	80
	20 to 21 years of age	95	95
(d)	Apprentices:		
	First year	33½	
	Second year	45	
	Third year	65	
	Fourth year	85	
	Fifth year	100	+ £1

(e) Leading Hands.—Leading Hand in charge of:—

- (i) Not less than three and not more than ten other workers, shall be paid nineteen shillings (19s.) per week extra.
- (ii) More than ten and not more than twenty other workers, shall be paid thirty-eight shillings and sixpence (38s. 6d.) per week extra.
- (iii) More than twenty other workers shall be paid fifty-seven shillings and sixpence (57s. 6d.) per week extra.
- (iv) Casual Workers.—Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

7.—Employment of Females and Junior Males.

(i) Females and junior males may only be employed on cleaning machines or parts thereof and/or effecting minor adjustments on machines on the premises of the owner of such machine.

(ii) The foregoing limitation of duties in respect of junior males shall only apply on and after January 1st, 1962.

8.—Hours.

(a) Forty (40) hours exclusive of Saturday and Sunday work shall constitute a week's work.

(b) The ordinary daily hours of duty shall not exceed eight (8) hours per day and shall be worked between the hours of 7.30 a.m. and 5.30 p.m.; provided that the employer and his workers may agree on some other starting and finishing times.

(c) Meal interval shall not exceed one (1) hour.

9.—Overtime.

(a) For all work done beyond the ordinary hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) In the computation of overtime each day's work shall stand alone.

(c) All work done on Sundays and/or the holidays prescribed in clause 10 hereof, shall be paid for at the rate of double time.

(d) When a worker is recalled to work after leaving the job he shall be paid for at least three (3) hours at overtime rates.

(e) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid five shillings (5s.) for a meal.

(f) Where 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.

(g) A worker shall not be compelled to work for more than six (6) hours without a break for a meal.

(h) (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.

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

(ii) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight (8) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight (8) consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu shall, subject to clause 9 (c) hereof, be allowed as holidays, without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, and Boxing Day.

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

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

(d) If any award holiday falls within a worker's period of annual leave, and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period (1) day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

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

11.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the 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.

12.—Contract of Service.

(a) Except in the case of a casual worker, the contract of service shall be by the week and shall be terminable by one (1) week's notice on either side.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 11 or such absence is on account of holidays to which the worker is entitled under the provisions of the award.

(c) This clause does not affect the right to dismiss for misconduct.

13.—Country Work.

(a) When a worker is engaged on outside work the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time required by the employer outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hour period from time of starting on the journey: Provided that when the travelling time is by boat, not more than eight (8) hours shall be paid for in such period.

14.—Higher Duties.

A worker engaged for more than one-half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than this ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked.

15.—Record.

(a) Each employer shall keep a time and wages record showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's work shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect, it shall be made available for inspection within twelve (12) hours either at the employer's office or elsewhere.

16.—Posting of Award.

A copy of this award, if supplied by the Union, shall be posted by the employer in some conspicuous place in the workshop.

17.—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.

18.—Junior Worker's Certificate.

Junior Workers upon being engaged shall furnish the employer with a certificate containing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.

No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated either on the certificate or, if no such certificate is furnished, verbally to the employer. If any junior worker shall wilfully mis-state his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this award, and in the event of a worker having received a higher rate than that to which he was entitled he shall make restitution to the employer.

19.—Apprentices.

Apprentices may be taken to any or all of the branches of the trade of "Mechanic (Office Machines)" in the proportion of one (1) apprentice for every two (2) or fraction of two (2) journeymen: Provided that the fraction of two (2) shall not be less than one (1). Provided further that application may be made to the Board of Reference for the employer's establishment to be declared an "approved shop." In the event of such approval being granted, the proportion shall be one (1) apprentice for every one (1) journeyman.

20.—Board of Reference.

(a) For the purpose of this award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it, in the event of no agreement being arrived at between the parties to the dispute, the functions of:—

- (i) adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this award or any of them;
- (ii) dealing with any other matter which the Court may refer to the Board from time to time.

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

21.—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.

22.—Special Provisions.

(a) The employer shall provide for each worker all necessary tools and instruments required for the trade.

(b) Workers required to wear dust coats and/or overalls shall be supplied with same free of cost by the employer.

(c) Transport:

- (i) Where an employee is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that provided for in the table set out hereunder. Provided that the rates contained therein shall be increased by one half penny per mile where an employee has not at any time received any form of financial assistance from his employer to purchase the motor vehicle used by him on official business. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowances not less favourable to the employee.
- (ii) A year for the purpose of this clause shall commence on the first day of July and end on the 30th day of June next following.

RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE ON OFFICIAL BUSINESS

South of 26° South Latitude

		Mileage Travelled each Year on Official Business					
		1-5,000 miles		5,001-10,000 miles		Over 10,000 miles	
		Over 12 h.p.	12 h.p. and under	Over 12 n.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under
		Pence per mile	Pence per mile	Pence per mile	Pence per mile	Pence per mile	Pence per mile
Metropolitan	....	9.8	8.1	6.8	5.7	5.6	4.8

For the purpose of this schedule the letters "h.p." mean horse power calculated according to the formula of the Royal Automobile Club of W.A. (Incorporated).

23.—Right of Entry.

In the case of a disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised, without the consent of the employer, more than once in any one (1) week.

24.—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 the one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, 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 transmitttee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmitttee 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 the service of the worker with the transmitttee.

(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 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 26th, 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 as 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 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 agrees 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 the 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 worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

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

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

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

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

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

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

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

(3) The Board of Reference shall consist of one representative or substitute therefore nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

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

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

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

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

(j) Exemptions.

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

(k) Liberty to Apply.

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

25.—Leave to Apply.

Liberty is reserved to either party to apply to amend at any time following the Court's decision on its recent general application in accordance with the terms of such decision.

In witness whereof this award has been signed by the Conciliation Commissioner this 24th day of May, 1961.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 58 of 1961.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and the Proprietor, Hostel, 51 Wellington Street, Northam, and others, Respondents.

HAVING HEARD Mrs. C. M. Boniface on behalf of the applicant and Mr. G. J. Martin 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. 1 of 1941, as amended, be and the same is hereby further amended in terms of the attached schedule.

Dated at Perth this 12th day of May, 1961.

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

Schedule.

1. Clause 7—Wages.—Delete this clause and insert in lieu thereof the following:—

7.—Wages.

	Males Per Week £ s. d.	Females Per Week £ s. d.
(a) Basic Wage	14 17 8	11 3 3
	Margin Per Week Over Male Basic Wage	Margin Per Week Over Female Basic Wage
	£ s. d.	£ s. d.
(b) Adults—Classification:		
(1) Cooks—		
In establishments where three cooks are employed:		
First cook	3 17 0	3 17 0
Second cook	2 11 0	2 11 0
Third cook	1 18 6	1 18 6
Where more than three cooks are employed, the minimum shall be	1 18 6	1 18 6
Where two cooks are employed—		
First cook	3 4 0	3 4 0
Second cook	2 3 0	2 3 0
Where only one cook is employed	2 11 0	2 11 0
(2) Cellarman	2 13 0	
(3) Waiter	1 5 6	
(4) Kitchenman, pantry- man, sculleryman	19 0	
(5) Night porter	1 12 0	
(6) Hall porter	1 5 6	
(7) Hotel steward	1 5 6	
(8) Lift attendant	19 0	
(9) Yardman, handyman and unspecified male worker	19 0	
(10) Waitress		1 5 6
(11) Other female workers		1 5 6

(4)—48088

2. Delete subclauses (a) and (b) of the "Rise and Fall" clause inserted in the Award by Order No. 298 (11) of 1951, dated 16th November, 1951.

3. These alterations will take effect as from the beginning of the first pay period commencing after the date hereof.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 59 of 1961.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and The Proprietor, Koombana House and others, Respondents.

HAVING heard Mrs. C.M. Boniface on behalf of the applicant and Mr. G. J. Martin 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. 2 of 1941, as amended, be and the same is hereby further amended in terms of the attached schedule.

Dated at Perth this 12th day of May, 1961.

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

Schedule.

1. Clause 7—Wages.—Delete this clause and insert in lieu thereof the following:—

7.—Wages.

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

	Males Per Week £ s. d.	Females Per Week £ s. d.
(a) Basic Wage	14 17 8	11 3 3
	Margin Per Week Over Male Basic Wage	Margin Per Week Over Female Basic Wage
	£ s. d.	£ s. d.
(b) Classification—		
(1) Cooks—		
In establishments where three cooks are employed:		
First cook	3 17 0	3 17 0
Second cook	2 11 0	2 11 0
Third cook	1 18 6	1 18 6
Where more than three cooks are employed, the minimum shall be	1 18 6	1 18 6
Where two cooks are employed—		
First cook	3 4 0	3 4 0
Second cook	2 3 0	2 3 0
Where only one cook is employed	2 11 0	2 11 0
(2) Cellarman	2 13 0	
(3) Waiter	1 5 6	
(4) Kitchenman, pantry- man, sculleryman	19 0	
(5) Night porter	1 12 0	
(6) Hall porter	1 5 6	
(7) Hotel steward	1 5 6	
(8) Lift attendant	19 0	
(9) Yardman, handyman and unspecified male worker	19 0	
(10) Waitress		1 5 6
(11) Other female workers		1 5 6

2. Delete subclauses (a) and (b) of the "Rise and Fall" clause inserted in this award by order No. 298 (12) of 1951, dated 16th November, 1951.

3. These alterations will take effect as from the beginning of the first pay period commencing after the date hereof.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 60 of 1961.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and The Proprietor, Grantown House, Geraldton and others, Respondents.

HAVING heard Mrs. C. M. Boniface on behalf of the applicant and Mr. G. J. Martin 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. 3 of 1941, as amended, be and the same is hereby further amended in terms of the attached schedule.

Dated at Perth this 12th day of May, 1961.

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

Schedule.

1. Clause 7—Wages.—Delete this clause and insert in lieu thereof the following:—

7.—Wages.

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

	Males Per Week			Females Per Week		
	£	s.	d.	£	s.	d.
(a) Basic Wage	14	17	8	11	3	3
	Margin Per Week Over Male Basic Wage			Margin Per Week Over Female Basic Wage		
(b) Classification—						
(1) Cooks—	£	s.	d.	£	s.	d.
In establishments where three cooks are employed:						
First cook	3	17	0	3	17	0
Second cook	2	11	0	2	11	0
Third Cook	1	18	6	1	18	6
Where more than three cooks are employed, the minimum shall be	1	18	6	1	18	6
Where two cooks are employed—						
First cook	3	4	0	3	4	0
Second cook	2	3	0	2	3	0
Where only one cook is employed	2	11	0	2	11	0
(2) Cellarman			2			13
(3) Waiter			1			5
(4) Kitchenman, pantryman, sculleryman			19			0
(5) Night porter			1			12
(6) Hall porter			1			5
(7) Hotel steward			1			5
(8) Lift attendant			19			0
(9) Yardman, handyman and unspecified male worker			19			0
(10) Waitress						1
(11) Other female workers						1

2. Delete subclauses (a) and (b) of the "Rise and Fall" clause inserted in the award by Order No. 298 (13) of 1951, dated 16th November, 1951.

3. These alterations will take effect as from the beginning of the first pay period commencing after the date hereof.

MINING ACT, 1904-1957.

Part XIII, Division 1.

Before The W.A. Coal Industry Tribunal Held at Collie.

Applications Nos. 21, 22, 23, 24, 25, and 26 of 1960. Between Coal Miners' Industrial Union of Workers of W.A., Collie (21), Collie District Deputies Union (22), Australian Collieries Staff Association (23), Australasian Society of Engineers

Industrial Union of Workers, Collie River Districts Branch (24), Amalgamated Engineering Union of Workers, Collie Branch (25), and Federated Engine Drivers' & Firemen's Union of Workers of W.A. (26), Applicants, and Griffin Coal Mining Co. Ltd. and others, Respondents.

Applications to Amend the Respective Holiday Clauses.

(Applications Nos. 21, 22, 23, 24, 25 and 26 of 1960 of the W.A. Coal Industry Tribunal.)

THE Tribunal hereby awards, orders and prescribes that the undermentioned Awards of the W.A. Coal Industry Tribunal as amended, will be further amended in the following manner:—

1.—Miners' Award.

No. 4 of 1953.

Clause 13—Annual Leave and Holidays:

Subclause (b) (i).—Delete the words "twenty-two and a half" wherever they occur and insert in lieu thereof the words "twenty-eight."

Subclause (1).—Delete the words "twenty-two and one half" and figures "22½" and insert in lieu thereof the words "twenty-eight."

Subclause (m).—Delete the figures "16½" and "22½" and insert in lieu thereof the figures "22" and "28."

2.—Deputies' Award.

No. 19 of 1954.

Clause 15—Holidays:

Subclause (b) (i).—Delete the words "twenty-two and a half (22½)" wherever they occur and insert in lieu thereof the words "twenty-eight."

Subclause (h).—Delete the words "twenty-two and a half (22½)" and insert in lieu thereof the words "twenty-eight."

Subclause (1).—Delete the figures "16½" and "22½" and insert in lieu thereof the figures "22" and "28."

3.—Australian Collieries Staff Association Award. No. 62 of 1955.

Clause 11—Annual Leave:

Subclause (a) (i).—Delete the words "three weeks and six working days" and insert in lieu thereof the words "twenty-eight consecutive days."

Subclause (e).—Delete the words "three (3) weeks and six (6)" and insert in lieu thereof the words "twenty-eight."

Subclause (g).—Delete the figures "16½" and "22½" and insert in lieu thereof the figures "22" and "28."

4.—Engineers Award.

No. 1 of 1953.

Clause 12—Holidays:

Subclause (b) (i).—Delete the words "twenty-two and a half days" wherever they occur and insert in lieu thereof the words "twenty-eight."

Subclause (h).—Delete the words "twenty-two and a half (22½)" and insert in lieu thereof "twenty-eight."

Subclause (j).—Delete the figures "16½" and "22½" and insert in lieu thereof the figures "22" and "28."

5.—Engine Drivers' Award.

No. 61 of 1954.

Clause 11—Annual Leave:

Subclause (a) (i).—Delete the words "twenty-two and a half" and insert in lieu thereof the words "twenty-eight."

Subclause (e).—Delete the words "twenty-two and a half (22½)" and insert in lieu thereof the words "twenty-eight."

Subclause (f).—Delete the figures "16½" and "22½" and insert in lieu thereof the figures "22" and "28."

The additional annual leave provided for in these amendments shall commence to accrue as from the beginning of the current leave year and

shall apply only to those workers at present employed in the industry and to those employed or re-engaged in the future.

Dated at Collie this 26th day of April, 1961.

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

Filed in my Office this 12th day of May, 1961.

R. H. WILLEY,
Acting Clerk of Court of Arbitration.

UNDER the provisions of section 678 of The Criminal Code the following copy of the Certificate and Declaration required by the said section as to the execution of Mervyn Allan Fallows is published for general information:

G. T. STAPLES,

Acting Registrar, Supreme Court.
Supreme Court Office,
Perth, 14th June, 1961.

CERTIFICATE OF MEDICAL OFFICER.

I, CHARLES RODGER DUNKLEY, being the Medical Officer of the Prison at Fremantle, do hereby certify that I have this day witnessed the execution of MERVYN ALLAN FALLOWS lately as I am informed convicted and duly sentenced to death at the Supreme Court, Perth, and I further certify that the said Mervyn Allan Fallows was in pursuance of such sentence hanged by the neck until he was dead.

Given under my hand this 6th day of June in the year, 1961.

C. R. DUNKLEY,
Medical Officer.

DECLARATION.

We, the undersigned, do hereby declare and testify that we were this date present when the extreme penalty of the law was executed on Mervyn Allan Fallows lately as we are informed convicted at the Supreme Court, at Perth, and duly sentenced to death on the 2nd day of March, 1961, and that the said Mervyn Allan Fallows was in pursuance of such sentence hanged by the neck until he was dead.

Dated at Fremantle Prison this 6th day of June, 1961.

Name; Calling.

A. H. Waterer; Comptroller General of Prisons.
G. Cant; Superintendent, J.P.
I. J. Thorpe; Deputy Superintendent.
C. R. Dunkley; Medical Officer.
G. Metherell; Chief Warder.
J. McGivern; Principal Warder.
T. Winter; Warder.
Wallace Cox; Warder.
Robert Alexander; Instructor.
C. Thornell; Warder.
D. Campbell; Warder.
M. Jackson, Principal Warder.
M. Diggin; Warder.
A. G. Black; Warder.
E. Duthie; Warder.

COMPANIES ACT, 1943-1960.

NOTICE is hereby given that James S. Samson Pty. Limited, a company registered under Part XI of the Companies Act, 1943-1960, and having its registered office at Ground Floor, 130 William Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 30th day of October, 1961.

Dated this 15th day of June, 1961.

I. B. BARKER,
Agent in Western Australia.
Robinson, Cox & Co., Solicitors, Perth.

COMPANIES ACT, 1943-1960.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

Laporte Titanium (Australia) Pty. Limited.

1. LAPORTE TITANIUM (AUSTRALIA) PTY. LIMITED hereby gives notice that, by a special resolution of the company passed on the 30th day of May, 1961, the nominal capital of the company was increased by the addition thereto of the sum of £2,998,000 divided into 2,998,000 shares of £1 each beyond the registered capital of £2,000.

2. The additional capital is divided as follows:—

No. of shares: 2,998,000; Class of Shares: Unclassified; Nominal Amount of Each Share: £1.

3. The conditions subject to which the new shares have been or are to be issued are as follows: Nil.

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: Nil.

Dated this 23rd day of June, 1961.

ROBERT AINSLIE,
Director.

COMPANIES ACT, 1943-1960.

Notice Concerning Lost Share Certificate.

(Pursuant to Section 414 (1).)

Frenay Kimberley Oil Company (1932)

No Liability.

NOTICE is hereby given that the undermentioned share certificate in the abovenamed company has been lost or destroyed and it is the intention of the directors of the abovenamed Company to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof:—

Certificate No. 23048 for 100 Contributing shares of 6s. each paid to 1s. 3d. per share and numbered 1190560-1190659 inclusive, in the name of Ellen Hope Burgoyne.

Dated at Perth this 28th day of June, 1961.

A. R. LANG,
Secretary.

Western Australia.

COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Registered Office.

(Pursuant to Section 99 (4).)

J. J. O'Donnell Pty. Ltd.

NOTICE is hereby given that the registered office of J. J. O'Donnell Pty. Ltd. is situated at c/o C. P. Bird & Associates, 18 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday inclusive (other than public holidays), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated the 21st day of June, 1961.

LAVAN & WALSH,
23 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1960.

NOTICE is hereby given that the registered office of Ajax Holdings Pty. Ltd., is situated at 436-442 Lord Street, Mount Lawley, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive 8.30 a.m. to 5.30 p.m.; Saturdays 8.30 a.m. to 12 noon (public holidays excepted).

Dated this 20th day of June, 1961.

M. ATLAS,
Director.

Wheatley & Sons, Solicitors, 49 St. George's Terrace, Perth.

Western Australia.

COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Registered Office.
(Pursuant to Section 99 (4).)

Reg. A. Bell (Holdings) Pty. Ltd.

NOTICE is hereby given that the registered office of Reg. A. Bell (Holdings) Pty. Ltd. is situated at 88 Guildford Road, Mount Lawley, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday inclusive (other than public holidays), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated the 26th day of June, 1961.

Lavan & Walsh, 23 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1960.

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).)

Peter Scott Pty. Ltd.

NOTICE is hereby given that the registered office of Peter Scott Pty. Ltd. is situated at 150 Eleanor Street, Geraldton, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday (both inclusive) in each week (except on public holidays), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 9th day of May, 1961.

W. E. WHYTE,
Secretary.

Altorfer & Stow, Solicitors, Geraldton.

Western Australia.

COMPANIES ACT, 1943-1960.

Notice of Change in Situation of Registered Office and/or of the Days and Hours such Office is Accessible to the Public.

(Pursuant to Section 99(4).)

Swan Vignerons Co-operative Society Limited.

NOTICE is hereby given that the registered office of Swan Vignerons Co-operative Society Limited was, on the 19th day of June, 1961, changed to and is now situated at care of Brennan & Male, 105 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (public holidays excepted), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 23rd day of June, 1961.

GERALD BRENNAN,
Secretary.

Richard S. Haynes & Co., Solicitors, A.M.P.
Chambers, 25 William Street, Perth.

Western Australia.

COMPANIES ACT, 1943-1960.

Pursuant to Section 330 (4).

JAYWORTH INDUSTRIES LIMITED hereby gives notice that the registered office of the company is situated at care of Messrs. A. E. Weston, James & Co., 11 Howard 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: 10 a.m. to 12 noon and 2 p.m. to 4 p.m. on weekdays, excluding Saturdays and public holidays.

Dated this 23rd day of June, 1961.

L. C. JAMES,
Agent in Western Australia.

Muir & Williams, 81 St. George's Terrace, Perth,
Solicitors for the Company.

SKINNER'S PTY. LIMITED

Notice of Situation of Registered Office.

NOTICE is hereby given that the registered office of the abovenamed company is situated at 50 Flynn Street, Wembley, and the days and hours during which such office is open to the public are as follows: Mondays to Fridays (holidays excepted), from 10 a.m. to 4 p.m.

Dated this 27th day of June, 1961.

R. E. PACKINGTON,
Director.

Northmore, Hale, Davy & Leake, 13 Howard
Street, Perth, Solicitors to the Company.

COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Situation of Registered Office.

Appliance Distributors Pty. Limited.

APPLIANCE DISTRIBUTORS PTY. LIMITED hereby gives notice that the registered office of the company is situated at 124-128 Wittenoom Street, East Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (public holidays excepted), from 9 a.m. to 1 p.m. and from 2 p.m. to 5 p.m.

Dated this 20th day of June, 1961.

H. C. TULK,
Agent in Western Australia.

Nicholson, Verschuer & Nicholson, of 97 St.
George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1960.

(Section 330 (4).)

Healing (Sales) Proprietary Limited.

NOTICE is hereby given that the registered office in Western Australia of Healing (Sales) Proprietary Limited is situated at 1000 Hay Street, Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (both inclusive), from 9.30 a.m. to 4.30 p.m.

Dated this 27th day of June, 1961.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1960.

(Section 99 (4).)

K.S.M. Pty. Limited.

NOTICE is hereby given that the registered office of K.S.M. Pty. Limited is situated at First Floor, 45 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: From Monday to Friday inclusive in each week (other than public holidays), between the hours of 9 a.m. and 5 p.m.

Dated this 23rd day of June, 1961.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1960.

(Section 99 (4).)

E.S. & A. Federal Funds (W.A.) Proprietary
Limited.

NOTICE is hereby given that the registered office of E.S. & A. Federal Funds (W.A.) Proprietary Limited is situated at the office of the E.S. & A. Bank, 103 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: From Mondays to Fridays inclusive (other than public holidays), between the hours of 10 a.m. and 4 p.m.

Dated this 21st day of June, 1961.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

Western Australia.

COMPANIES ACT, 1943-1960.

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).)

Myaree Estates Pty. Ltd.

NOTICE is hereby given that the registered office of Myaree Estates Pty. Ltd. is situated at Ground Floor, 94 Barrack Street, Perth, and that the days and hours during which such office is accessible to the public are as follows: All days of the week Mondays to Fridays inclusive, between the hours of 10 a.m. and noon and 2 p.m. and 4 p.m., except on public holidays when the office will be closed.

Dated this 24th day of June, 1961.

OLNEY & NEVILLE,
Solicitors for the Company,
C.M.L. Building, St. George's
Terrace, Perth.

COMPANIES ACT, 1943-1960.

Notice of Change in Situation of Registered Office.

(Pursuant to Section 99 (4).)

Property Investments Limited.

NOTICE is hereby given that the registered office of Property Investments Limited was, on the 13th day of June, 1961, changed to and is now situated at 91 Spencer Street, Bunbury.

Dated this 13th day of June, 1961.

E. R. DENTON,
Secretary.

COMPANIES ACT, 1943-1960.

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).)

Allan Nicol Pty. Ltd.

NOTICE is hereby given that the registered office of Allan Nicol Pty. Ltd. is situated at 236 Albany Highway, Victoria Park, and that the days and hours during which such office is accessible to the public are as follows: Weekdays between the hours of 9 a.m. and 4 p.m.; Saturdays between the hours of 9 a.m. and 12 noon.

Dated this 2nd day of June, 1961.

F. CORSER,
of Padbury Buildings, Forrest Place, Perth,
Solicitor for the Company.

COMPANIES ACT, 1943-1960.

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).)

Elverton Pastoral Co. Pty. Ltd.

NOTICE is hereby given that the registered office of Elverton Pastoral Co. Pty. Ltd. is situated at 18 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (public holidays excepted), from 9 a.m. to 5 p.m.

Dated the 19th day of June, 1961.

G. G. HAMMOND,
Solicitor for the Company.

Geoffrey G. Hammond, of 98 St. George's Terrace, Perth, Solicitor for the Company.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Arthur Henry Elsdon, late of 13 Edward Street, Cottesloe, in the State of Western Australia, Retired Cleaner and Fireman, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, in the said State, on or before the 31st day of July, 1961, 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 21st day of June, 1961.

WALKER & WALKER,
of 89 St. George's Terrace, Perth, in
the said State, Solicitors for the
Perpetual Executors, Trustees
and Agency Company (W.A.)
Limited, of 89 St. George's Ter-
race, Perth, in the said State,
(the duly appointed Executor of
the said Will).

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Charlotte Mary Simmonds, late of 483 Fitzgerald Street, North Perth, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the said State on or before the 31st day of July, 1961, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 20th day of June, 1961.

CORSER & CORSER,
of 36 and 39 Padbury Buildings,
Forrest Place, Perth, Soli-
citors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of George William Beardon, late of 81 Ivanhoe Street, Bassendean, in the State of Western Australia, Retired Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 31st day of July, 1961, 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 they shall then have had notice.

Dated the 21st day of June, 1961.

N. B. ROBINSON & RUSSELL WILLIAMS, of
49 St. George's Terrace, Perth, Solicitors 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 24th day of July, 1961, 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 26th day of June, 1961.

A. E. MARSHALL,
Acting Public Trustee.

Public Trust Office,
555 Hay Street,
Perth, W.A.

Name; Occupation; Address; Date of Death.

Syred, Ada; Widow; late of 490 Great Eastern Highway, Redcliffe 14/5/61.

Ainsworth, Ethel, Doris; Spinster; formerly of Goyder Street, Corrigin, but late of 37 Selkirk Street, North Perth; 12/4/61.

Marshall, Mary Elizabeth; Widow; late of Seabourne Hospital, Kings Park Road, West Perth; 30/5/61.

Reilly, Michael; Labourer; late of Shenton Park; 30/5/61.

Beer, Mary Ann; Married Woman; formerly of 250 Surrey Road, Kewdale, but late of Claremont; 20/2/61.

Hodges, Alice Elizabeth; Widow; late of 191 Egan Street, Kalgoorlie; 3/6/61.

Harrison, Cecilia Gillibrand; Married Woman; late of 217 Cambridge Street, Wembley; 15/6/61.

Masson, John William George; Timberman; late of 150 McDonald Street, Kalgoorlie; 17/9/60.

Beaton, Norman Hugh (also known as Hugh Norman Beaton); Retired Miner; late of Sylvester Street, Coolgardie; 29/4/61.

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 26th day of June, 1961.

J. H. GLYNN,
Public Trustee.

555 Hay Street,
Perth.

Name of Deceased; Occupation; Address; Date of Death; Date Election Filed.

Sobota, Mieczyslaw; Miner; late of 122 MacDonal Street, Kalgoorlie; 7/3/61; 19/6/61.

Potts, Douglas Terence; Retired Commission Agent; late of 48 Hopetoun Terrace, Shenton Park; 27/4/61; 21/6/61.

Kastropil, Petar; Retired Miner; late of 2 Dwyer Street, Boulder; 6/8/60; 21/6/61.

Murchie, Archibald; Steward; late of 18 Emerald Terrace, West Perth; 24/12/60; 22/6/61.

GOVERNMENT GAZETTE.

NOTICE.

The *Government Gazette* is published on Friday in each week, unless interfered with by public holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The subscription to the *Government Gazette* is as follows:—£4 per annum, £2 5s. per half year, and £1 5s. per quarter, including postage. Single copies, current year, 2s.; previous years, up to ten years, 4s.; over ten years, 7s.; postage extra.

Subscriptions are required to commence and terminate with a quarter.

CONTENTS.

	Page.
Administration Act—Probates	2129-30
Agriculture, Department of	2101
Appointments	2080-1, 2091, 2097-9, 2101
Arbitration Court	2107-27
Bank Holiday Proclaimed	2077
Bush Fires Act	2091
Chief Secretary's Department	2077
Coal Mine Workers (Pensions) Act	2078
Companies	2127-9
Crown Law Department	2080
Deceased Persons' Estates	2129-30
Electoral	2080
Hale School Act	2079
Industrial Arbitration	2107-27
Land Agents Act	2080
Lands Department	2077-9, 2085-91
Licensing	2080
Local Government Department	2097-9
Main Roads	2094-5
Metropolitan Water Supply, etc.	2079-80, 2096-7
Mines Department	2078, 2102-6
Municipalities	2078, 2097
Notices of Intention to Resume Land	2094-5
Orders in Council	2079-80
Police Department	2083-5
Potato Growing Industry Trust Fund Act	2080
Proclamations	2077-8
Public Service Commissioner	2080-2
Public Service Holiday	2081
Public Trustee	2129-30
Public Works Department	2093
Registrar General	2101
Registration of Ministers	2101
Road Boards	2091-2, 2097-9
Sale of Unclaimed Stolen and Found Property	2083-5
State Housing Act	2087, 2091
Supreme Court	2127
Tender Board	2099-2101
Tenders Accepted	2100-1
Tenders Invited	2093, 2099
Town Planning	2091-2
Vermin Districts	2101
Weights and Measures Act	2085