



# Government Gazette

OF

## WESTERN AUSTRALIA.

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No. 30.]

PERTH : FRIDAY, JUNE 10.

[1949.

The Fisheries Act, 1905-1948.

### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James  
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

F.D. 2416/20, Ex. Co. No. 1118.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1948, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto for a period of three years as from 22nd June, 1949.

### Schedule.

(1) The whole of the waters of Torbay Inlet (near Albany) including the Channel Entrance both North and South of the Flood Gates, and the waters of the creeks flowing into the Inlet.

(2) The whole of the waters of Grassmere Lake, also known as Nine-Mile Lake (near Albany), and the waters of the creeks flowing into it.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1949.

By His Excellency's Command,

A. V. R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE KING ! ! !

### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James  
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

Corr. No. 3476/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty

may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Avon Locations 6856, 12396 and 15830 as registered in Certificates of Title, Volume 1115, Folios 495, 494 and 497 respectively: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Avon Locations 6856, 12396 and 15830 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

### PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James  
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

Corr. No. 2639/34.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Reedy Lot 95 as registered in Certificate of Title, Volume 1044, Folio 431: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Reedy Lot 95 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James  
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

JAMES MITCHELL,  
Governor.  
[L.S.]

Corr. No. 5909/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Nelson Locations 667, 668, 669, 1962, 2284, 3761 and 3760 as registered in Certificates of Title, Volumes 523, 859, 865, 998, 998, 1004 and 1007, Folios 189, 102, 128, 152, 153, 891 and 191 respectively: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Nelson Locations 667, 668, 669, 1962, 2284, 3761 and 3760 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James  
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

JAMES MITCHELL,  
Governor.  
[L.S.]

Corr. No. 782/47.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Sussex Locations 1945 and 1946 as registered in Certificate of Title, Volume 1023, Folio 467, and Sussex Location 1947 and portion of Sussex Location 1943 as registered in Certificate of Title, Volume 1115, Folio 929: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Sussex Locations 1945, 1946, 1947 and portion of Sussex Location 1943 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James  
TO WIT. } Mitchell, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

JAMES MITCHELL,  
Governor.  
[L.S.]

Corr. No. 4731/48.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Williams Locations 3853, 3423, 5891 and 4177 as registered in Certificates of Title, Volumes 776, 1110, 1110 and 1110, Folios 191, 648, 649 and 760 respectively, Williams Locations 6640 and 8581 as registered in Certificate of Title, Volume 1110, Folio 647, and Williams Locations 4176, 5488 and 6146 as registered in Certificate of Title, Volume 1104, Folio 228: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs

and successors Williams Locations 3853, 3423, 5891, 4177, 6640, 8581, 4176, 5488 and 6146 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1949.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 2nd day of June, 1949, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 14/49.

WHEREAS by section 33 of the Land Act, 1933-1948, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 22943 (Welbungin Lot 34) should vest in and be held by the Mount Marshall Road Board in trust for the purpose of a Sheep Dip: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Mount Marshall Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

Road Districts Act, 1919-1948.

Wongan Ballidu Road Board.

ORDER IN COUNCIL.

P.W. 1487/35.

WHEREAS it is provided by section 218 of the Road Districts Act, 1919-1948, that land declared by the Governor to be exempt from rates shall not be rateable property within the meaning of the Act: Now, therefore, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power vested in him by the said section of the said Act, doth hereby declare that the land described in the Schedule hereunder, and situated within the Wongan Ballidu Road District, shall be exempt from rates under the aforesaid Act.

Schedule.

All that piece of land owned by the Country Women's Association of Western Australia (Incorporated), of 1174 Hay Street, Perth, being Wongan Hills Lot 67, containing 1 rood.

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

Road Districts Act, 1919-1948.

Formation of the Mandurah Road District.

ORDER IN COUNCIL.

P.W. 400/48.

WHEREAS under the provisions of the Road Districts Act, 1919-1948, the Governor may sever any portion of a road district therefrom, and constitute such portion a road district; and whereas it is desirable to—

- (a) sever that portion of the Murray Road District, as described in Schedule "A" hereto; (b) constitute such severed portion a road district to be called the Mandurah Road District, as described in Schedule "A" hereto;
- Divide the Mandurah Road District into two wards, with names, boundaries and number of members allotted to each ward, as described in Schedule "B" hereto:

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, under the provisions of the said Act, and all other powers enabling him in this behalf, doth hereby—

1. (a) sever that portion of the Murray Road District as described in Schedule "A" hereto;
- (b) constitute such severed portion a Road District, to be called the Mandurah Road District, as described in Schedule "A" hereto;
2. Divide the Mandurah Road District into two wards, with names, boundaries and number of members allotted to each ward, as described in Schedule "B" hereto.

This Order in Council shall take effect on and from the 1st day of July, 1949.

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

Schedule "A."

Portion of the Murray Road District to Constitute the Mandurah Road District.

All that portion of land bounded by lines starting from a point on the low water mark of the Indian Ocean, situate in prolongation Westerly of the Northern boundary of lot 106 of Cockburn Sound Location 16, as shown on L.T.O. Plan 741; and extending Easterly to and along the said boundary, and onwards, to the North-Easternmost corner of lot 107; thence generally Southerly, along boundaries of the latter lot, to the North-Western side of the Fremantle-Mandurah Road; thence generally South-Westerly, along the said side, to the Southern side of road No. 1859; thence Easterly along the said side, to the Easternmost corner of lot 159, L.T.O. Plan 2086; thence South-South-Westerly, to the Southern corner of lot 109; thence South-Easterly, along Boundary Road, to the Southern corner of lot 113; thence generally South-Westerly, along the North-Western side of road No. 9234, L.T.O. Plan 2413, and onwards, to the Eastern extremity of Creery Island, Reserve 8185; thence West-South-Westerly, along the Southern shore of the said island, to the Southernmost point of the same; thence West, to the Western shore of Peel Inlet; thence generally South-Westerly and South-South-Easterly, along the said shore, and that of Harvey Estuary, to a point on the left bank of the Harvey River, situate East of a Northern corner of Murray Location 1209; thence West to the said corner; thence generally Southerly, along boundaries of the said location, to the North-Eastern corner of location 720; thence generally Southerly, South-Westerly, Westerly, Northerly, Westerly, Southerly and again Westerly, along boundaries of the latter location to its South-Western corner; thence Northerly, Westerly, and generally South-South-Easterly, along boundaries of location 793, and continuing in the lastmentioned direction along boundaries of Wellington Location 535, and Leschenault Location 58, to a point situate in prolongation Easterly of the Southernmost boundary of Wellington Location 3045; thence Westerly to and along the said boundary; thence Northerly and Westerly, along boundaries of the same location and onwards in the latter direction to the low water mark aforesaid; and thence generally Northerly and North-Easterly, along the said low water mark, across the entrance of Peel Inlet, and continuing to the starting point.

Schedule B.

Mandurah Road District.

Ward Boundaries.

Town Ward.—All that portion of the district bounded by lines starting from a point on the district boundary, situate in prolongation North-Westerly of the South-Western boundary of lot 153 of Cockburn Sound Location 16, as shown on L.T.O. Plan 2086, and extending South-Easterly, to and along the said boundary of the said lot 153, and continuing South-Easterly and Southerly, to and along boundaries of lots 151, 150, 149, 135, 134, 133, 132 and 107, to the South-Western corner of the lastmentioned lot; thence North-Westerly, to and along boundaries of lots 568, 567, 566, 559, 558 and 555, as shown on L.T.O. Plan 2029, to a point situate in prolongation Easterly of the Southern boundary of lot 29, as shown on L.T.O. Plan 5179; thence Westerly, to and along the said boundary and those of lots 28, 27,

26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, as shown on the said plan, and also of lots 25, 24, 23, 22, 21, 20, 19, 18, 17, 16 and 13 to the South-Western corner of the lastmentioned lot, as shown on L.T.O. Plan 2717; thence South-Easterly, along the North-Eastern side of Leslie Street to a point situate in prolongation North-Easterly of the South-Eastern boundary of lot 5, as shown on L.T.O. Diagram 9464; thence South-Westerly, to and along the said boundary, and those of lots 6 to 10 (inclusive), as shown on L.T.O. Diagram 9684, and onwards to the Eastern shore of the entrance to Peel Inlet; thence Northerly, along the said shore, to the Southern side of the Mandurah Bridge; thence Westerly along the said side, to the Eastern boundary of Murray Location 58; thence Southerly, along that boundary, to a point situate East from an angle post on the Eastern side of road No. 797, opposite Survey Post F 57; thence West, to the said angle post; thence generally Northerly along the said Eastern side, to the South-Eastern side of a surveyed road (Causeway); thence South-Westerly, along the prolongation South-Westerly of the said side to the Western side of the said road No. 797; thence generally Northerly along the said side, and onwards, generally North-Westerly, and Westerly, along the South-Western and Southern sides of Leighton Road, as shown on L.T.O. Plan 5651; thence generally North-North-Easterly, along the Western side of Hill Street, to its Northern extremity; thence by a line bearing about 296deg. to the district boundary; and thence generally South-Easterly, Easterly and North-Easterly along the said boundary, to the starting point. (Five members.)

Outer Ward.—All those portions of the district lying outside the boundaries of the Town Ward. (Two members.)

Premier's Department,  
Perth, 9th June, 1949.

IT is hereby notified for public information that His Excellency the Governor has been pleased to appoint, in accordance with the provisions of the Government Railways Act, 1904-1947; the undermentioned to the positions of Assistant Commissioners of Railways on and from the 1st June, 1949, at the annual salary of £2,000 payable to each and to become effective on the dates shown.

1. Mr. P. C. Raynor as Assistant Commissioner (Commercial) with salary payable on and from 1st June, 1949.

2. Mr. C. W. Clarke as Assistant Commissioner (Engineering) with salary payable on and from the date of taking up duty.

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

JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 1st June, 1949.

IT is hereby notified, for public information, that His Excellency the Governor in Executive Council has been pleased to approve of the following appointments to the Commission of the Peace:—

John Peter Stratton, Esquire, of 19 Hillway, Nedlands, and Second Floor, Bank of Australasia Buildings, 235 Murray Street, Perth, as a Justice of the Peace for the State of Western Australia.

Harry Harding Goldsmith Meares, Esquire, of 29 Louise Street, Nedlands (and formerly of Warambi Station, Roebourne), as a Justice of the Peace for the Perth Magisterial District, in addition to the Roebourne Magisterial District.

Also of the removal of the name of Alfred Augustus George, Esquire, from the Commission of the Peace for Western Australia—East and West Kimberley Magisterial Districts.

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

## THE AUDIT ACT, 1904.

Treasury,  
Perth, 3rd June, 1949.

THE following appointments have been approved:—

Certifying Officers—Trsy. No. 16/39—R. C. Green for Coal Mine Workers' Pensions Tribunal as from 1st March, 1949; Trsy. No. 56/45—J. A. S. Giles (from 9/2/49), S. D. Bishop (from 12/2/49), D. Rae (from 21/2/49), and J. N. Turner (from 16/5/49) for the Railway Department; Trsy. No. 16/39—S. A. Taylor, R. C. Green and H. Skewes for the Superannuation Board as from 28th February, 1949; Trsy. No. 1201/46—Mr. G. R. J. Hitebin for the Child Welfare Department as from 9th March, 1949.

A. J. REID,  
Under Treasurer.

(v) The Australasian Society of Engineers.

(vi) The Federated Moulders' (Metal) Union.

(vii) The Federated Society of Boilermakers and Structural Iron and Steel Workers.

Nominations of candidates shall be made in accordance with the Public Service Appeal Board Act Regulations and must be received by the Chief Electoral Officer at his office not later than 5 o'clock in the afternoon on Tuesday, the 12th day of July, 1949.

Dated this 7th day of June, 1949.

G. F. MATHEA,  
Returning Officer.

## THE STATE ELECTRICITY COMMISSION OF W.A.

IT is notified that cheque No. 9544, dated 2nd December, 1948, for the sum of £3 19s. 11d. in favour of D. J. Oakley, has been lost. Payment has been stopped and a fresh cheque issued in lieu thereof.

F. C. EDMONDSON,  
General Manager and Chief Engineer.

## STATE ELECTRICITY COMMISSION OF W.A.

## Notice.

ACTING in pursuance of the regulation made under the State Electricity Commission Act, 1945, and published in the *Government Gazette* on the 17th day of December, 1948, which regulation empowered the Minister on the recommendation of the Commission to revoke or vary any notice published in accordance with the regulation restricting the use of electricity in an emergency, I, Victor Doney, Minister for Works, hereby vary the notice made under the said regulation and published in the *Government Gazette* on the 13th day of May, 1949, in the following manner:—

1. By deleting paragraph (c) and inserting in lieu thereof the following:—

(c) Neon signs for advertising and/or display purposes or for the purpose of energising neon signs which are used for advertising or display purposes between the hours of 6 a.m. and 9.30 p.m. each day from Monday to Friday.

2. By deleting paragraph (d) and inserting in lieu thereof the following:—

(d) Shop windows, shop fronts, display windows, show cases, or for any external advertising or decorative sign—or for the purpose of lighting any form of electric lighting such as filament, neon, fluorescent, or other gaseous lighting in any shop window, shop front, display window, or show case, or for any advertising or decorative sign between the hours of 6 a.m. and 9.30 p.m. each day from Monday to Friday.

VICTOR DONEY,  
Minister for Works.

8th June, 1949.

Western Australia.

THE PUBLIC SERVICE APPEAL BOARD ACT,  
1920-1945.

## Notice of Election—Regulation 3.

NOTICE is hereby given that an election of member and deputy member of the Public Service Appeal Board, as constituted under section 3 of the Public Service Appeal Board Act, 1920-1945, will take place at the office of the Chief Electoral Officer, Perth, on the 28th day of July, 1949, closing at 5 o'clock in the afternoon on such date.

The vacancies in the membership of the Board to be filled at such election are those specified hereunder:—

One representative and one deputy representative of—

(f) (i) The West Australian Railway Officers' Union.

(ii) The West Australian Amalgamated Society of Railway Employees' Union of Workers.

(iii) The West Australian Loco. Engine-drivers, Firemen and Cleaners' Industrial Union of Workers.

(iv) The Amalgamated Engineering Union.

Public Service Commissioner's Office,  
Perth, 8th June, 1949.

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

Ex. Co. 818, P.S.C. 15/49—P. J. W. Cross, Clerk, Lands and Surveys Department, to be Clerk, Audit Department, Class C-II-6/7, as from 3rd June, 1949.

Ex. Co. 818, P.S.C. 15/49—W. J. Allan, Clerk, Kalgoorlie, Public Works Department, to be Clerk, Audit Department, Class C-II-6/7, as from 1st June, 1949.

Ex. Co. 1018, P.S.C. 353/49—J. L. Jamieson, Clerk, Land Titles Office, Crown Law Department, to be Endorsing Clerk, Class C-II-8, as from 25th May, 1949.

Ex. Co. 1107, P.S.C. 625/47—Jessamine Nina Cox, under section 28 of the Public Service Act, to be Tracer, Public Works Department, as from 10th November, 1948.

Ex. Co. 1107, P.S.C. 184/48—Joseph Rieupero, under section 28 of the Public Service Act, to be Junior Clerk, Geraldton, Crown Law Department, as from 15th September, 1948.

Ex. Co. 1018, P.S.C. 164/49—J. Angus, Clerk, Northam Public Works Department, to be clerk Class C-II-7, as from 25th May, 1949.

Ex. Co. 1018, P.S.C. 333/49—J. H. Bogue, Assistant Registrar, Arbitration Court, Crown Law Department, to be Industrial Registrar, Class C-I-16, as from 25th May, 1949.

Ex. Co. 1018—F. S. Daddow, Junior Clerk, Chief Secretary's Department, to be Clerk, Class C-IV. as from 25th May, 1949.

Ex. Co. 1107—K. R. Waldron, Engineering Draftsman, 1st Class, Public Works Department, to be Engineer, 2nd Class, Class P-II-2/5, as from 25th May, 1949.

Also of the following reclassifications:—

Ex. Co. 1018—Item 1751, Clerk, Local Court, Crown Law Department, at present occupied by K. A. Philp, from Class C-II-8, to Class C-II-7/8, as from 25th May, 1949.

Ex. Co. 1107—Item 1059, Expenditure Checking Officer, Public Works Department, occupied by E. C. Farley, from Class C-II-8, to Class C-II-7, as from 25th May, 1949.

Ex. Co. 1015—Assistant Electrical Supervisor, Mechanical and Plant Engineer's Branch, Public Works Department, occupied by L. A. L. Randell, from Class G-VIII-1 to Class G-II-6, as from 25th May, 1949.

Ex. Co. 1016—Tourist Bureau, Chief Secretary's Department—Item 235, Chief Clerk, to be increased to Class C-II-3; present occupant L. J. Parks, as from 1st March, 1949. Item 236, Clerk, to be increased to Class C-II-7, present occupant K. M. Johns; Item 237, Clerk, to be increased to Class C-II-7, present occupant J. Hutchinson; Item 238, Clerk, to be increased to Class C-II-8, present occupant J. Wallace; Item 239, Clerk, to be increased to Class C-II-8, present occupant D. M. Bower; Item 240, Clerk, Class C-IV. to be Assistant, Class G-X., as from 25th May, 1949.

Also of the creation of the following positions under section 37 of the Public Service Act:—

Ex. Co. 1016—Three positions, Assistant, G-X., Tourist Bureau, Chief Secretary's Department; one position, Junior Typist, C-VII., Tourist Bureau, Chief Secretary's Department.

Ex. Co. 1015—Engineer, 1st Class, Class P-I-14, Mechanical and Plant Engineer's Branch, Public Works Department; two positions of Engineer, 2nd Class, Class P-II-2/5, Mechanical and Plant Engineer's Branch, Public Works Department; Supervisor (Mechanical), Class G-II-5, Mechanical and Plant Engineer's Branch, Public Works Department; Electrical Supervisor, Class G-II-6, Mechanical and Plant Engineer's Branch, Public Works Department.

Ex. Co. 1107—Two positions, Clerk, Class C-IV, Accounts Branch, Public Works Department.

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

Ex. Co. 1107—A. P. Lewis, Draftswoman, Public Works Department, as from 20th May, 1949.

Ex. Co. 1018—A. A. George, Manager, Moola Bulla Cattle Station, Native Affairs Department, as from 15th April, 1949.

Ex. Co. 1018—A. S. Cowan, Clerk attached to Public Service Commissioner's Office, as from 10th June, 1949.

Ex. Co. 1018—D. R. Roberts, Typist, Chief Secretary's Department, as from 13th June, 1949.

Ex. Co. 1066—H. M. McLeod, Telephonist, Crown Law Department, as from 6th May, 1949.

S. A. TAYLOR,  
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
		Class C-II.-5	1949.
Crown Law	Clerk of Courts, Bunbury	Margin £251-£279	11th June.
		Class G-II.-8	
Public Works	Officer in Charge, Albany Water Supply†	Margin £139-£167	do.
		Class C-II.-5	
Crown Law	Senior Clerk and Inspector (Companies Office) (Item 1667)‡	Margin £251-£279	do.
		Class C-II.-7/8	
Do.	Clerk and Assistant Inspector (Companies Office)	Margin £139-£195	do.
		Class C-II.-7	
Lands and Surveys	Clerk, Rural Costs, War Service Land Settlement Branch	Margin £181-£195	do.
		Class P-II.-4/5	
Crown Law	Instruction Officer, Land Titles Office	Margin £251-£319	18th June.
		Class P-I.-11	
Metropolitan Water Supply	Principal Assistant Engineer (Construction)	£826-£995	do.
		Class C-II.-6	
Mines	Mining Registrar, Marble Bar	Margin £209-£237	do.
		Class C-II.-2/3	
Crown Law	Assistant Registrar, Arbitration Court	Margin £345-£449	do.
		Class C-II.-7	
Do.	Clerk to Conciliation Commissioner, Arbitration Court	Margin £181-£195	25th June.
		Class P-I.-14	
Public Works	Engineer, 1st Class, Mechanical and Plant Engineer's Branch	£735-£865	do.
		Class P-II.-2/5	
Do.	Engineer, 2nd Class, Mechanical and Plant Engineer's Branch	Margin £251-£449	do.
		Class G-II.-5	
Do.	Mechanical Supervisor, Mechanical and Plant Engineer's Branch†	Margin £251-£279	do.
		Class G-II.-6	
Do.	Electrical Supervisor, Mechanical and Plant Engineer's Branch †	Margin £209-£237	do.
		Class C-II.-7	
Treasury	Clerk (Arrears) (State Housing Commission)	Margin £181-£195	do.
Mines	Senior Research Metallurgist, Research Laboratory, Kalgoorlie School of Mines†	£735-£826	30th June.
		Class P-I.-15	
Education	Organiser and Inspector of Manual Training†	£709-£826	15th July.

† Applications are also called under section 29.

‡ The possession of an Accounting qualification by examination will be regarded as an important factor when judging relative efficiency under section 38.

Applications are called under section 38 of the Public Service Act, 1904, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

GOVERNMENT TOURIST BUREAU.

APPLICATIONS will be received up to 25th June, 1949, from permanent and temporary officers between the ages of 18 and 21 years for four positions of Assistant (female), Class G-X. on the permanent staff of the Government Tourist Bureau.

Salary according to age or experience with a maximum of £270 per annum on present basic wage.

Successful applicants will be employed on the inquiry counter to attend to accommodation and travel bookings and to answer general inquiries.

Applications addressed to the undersigned should contain details as to age and experience.

S. A. TAYLOR, Public Service Commissioner.

Crown Law Department,  
Perth, 9th June, 1949.

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

Norman Neil Houston as Clerk of the Local Court, Clerk to Magistrates, Kalgoorlie; also Clerk of the Eastern Goldfields Court of Session, *vice* D. G. Denny who has been acting in that position and *vice* A. F. N. Schroder, transferred.

John Wilson Ferguson as Acting Clerk of the Local Court, acting Clerk to Magistrates, Cue; and acting Clerk of the Marchison Court of Session, *vice* Norman Neil Houston, transferred.

Constable Thomas Emmet Jensen as Clerk of the Local Court, Clerk to Magistrates, Roebourne; and Clerk of the Roebourne Court of Session *vice* Constable V. T. McDonald, transferred.

Harry Cullen as a Relieving Clerk of Petty Sessions with power to act as such throughout the State; and as Acting Clerk of the Licensing Court for the Perth, Canning, Claremont and Subiaco Licensing Districts under section 22 of the Licensing Act, 1911-1948, during the absence on annual leave of J. P. McEwan as from the 30th May, 1949.

Robert Henry Rose as a Sworn Valuator under the Transfer of Land Act, 1893-1946.

DECLARATIONS AND ATTESTATIONS ACT, 1913.  
THE Hon. Attorney General has approved of the undermentioned appointments as Commissioners for Declarations:—Cyril Phillip Jemings, Maida Vale; Ean Lawrence McDonald, East Belmont; Thomas Alfred McCue, Midland Junction, and Carol Lachlan Shaw, Mt. Lawley.

H. B. HAYLES,  
Under Secretary for Law.

#### INDUSTRIAL ARBITRATION ACT, 1912-1948.

Crown Law Department,  
Perth, 2nd June, 1949.

IT is hereby published, for general information, that His Excellency the Governor in Executive Council has been pleased, in accordance with the provisions of section 128 of the Industrial Arbitration Act, 1912-1948, to appoint Thomas George Davies, an ordinary member of the Court of Arbitration, as Chairman of the Apprenticeship Board more commonly known as the Building Trades Apprenticeship Board, *vice* Stephen Frederick Schuarns, resigned.

H. B. HAYLES,  
Under Secretary for Law.

#### PRICES CONTROL ACT, 1948.

Prices Control Order No. 80.

Fish.

IN pursuance of the powers conferred upon me by the Prices Control Act, 1948, and the regulations for the time being in force thereunder, I, Constantin Paul Mathea, Prices Control Commissioner under the said Act, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Control Order No. 80.
2. Prices Control Order No. 72 is hereby amended by deleting all reference to Sea Herring and Snapper from the First Schedule to that Order and inserting in the appropriate columns of the said Schedule the following:—

First Column.	MAXIMUM WHOLESALE PRICE.			MAXIMUM RETAIL PRICE.		
	Sales by a Fisherman. Second Column.	Sales by a seller other than a Fisherman. Third Column.	Uncleaned Fish. Fourth Column.	Cleaned Fish. Fifth Column.	Cutlets of Fish. Sixth Column.	Fillets of Fish. Seventh Column.
Herring, Sea	s. d. 0 8	s. d. 0 9	s. d. 1 0	s. d. 1 2	s. d. 2 11	s. d. 2 0
Snapper (cleaned)	1 3	1 4½	....	1 8	2 11	3 4
Snapper (uncleaned)	0 11½	1 1	1 4	....	....	....

Dated this 10th day of June, 1949.

C. P. MATHEA,  
Prices Control Commissioner.

#### THE LICENSING ACT, 1911-1948.

Tender.

TENDERS for a premium for a Gallon License for premises now occupied by Barbara Haynes situated on Calingiri Lot 3, will be received by the undersigned up to noon on Friday, 17th June, 1949.

A deposit of 10 per cent. to be lodged with each tender.

The highest or any tender not necessarily accepted. All tenders should be addressed to the Chairman of the Licensing Court and marked "Tender for a Gallon License at Calingiri."

W. WAUHOP,  
Chairman of State Licensing Court.  
Supreme Court Buildings,  
Perth, 3rd June, 1949.

#### THE LICENSING ACT, 1911-1948.

Tender.

TENDERS for a premium for a Gallon License for premises now occupied by K. B. Thompson situated on Duranillin Lot 6, will be received by the undersigned up to noon on Friday, 17th June, 1949.

A deposit of 10 per cent. to be lodged with each tender.

The highest or any tender not necessarily accepted. All tenders should be addressed to the Chairman of the Licensing Court and marked "Tender for a Gallon License at Duranillin."

W. WAUHOP,  
Chairman of State Licensing Court.  
Supreme Court Buildings,  
Perth, 3rd June, 1949.

#### THE LICENSING ACT, 1911-1948.

Tender.

TENDERS for a premium for a Gallon License for premises known as Frankland Traders, situated at Frankland, will be received by the undersigned up to noon on Friday, 17th June, 1949.

A deposit of 10 per cent. to be lodged with each tender.

The highest or any tender not necessarily accepted. All tenders should be addressed to the Chairman of the Licensing Court and marked "Tender for a Gallon License at Frankland."

W. WAUHOP,  
Chairman of State Licensing Court.  
Supreme Court Buildings,  
Perth, 3rd June, 1949.

Department of Native Affairs,  
Perth, 2nd June, 1949.

THE Hon. Minister for Native Affairs has approved as follows:—

Of the issue of a Certificate of Exemption from the provisions of the Native Administration Act, 1905-1947, to Mrs. Lily Sambo and children under fourteen years of age, of Muntadgin. The Certificate is numbered A551 and dated 25th May, 1949.

Of the issue of a Certificate of Exemption from the provisions of the Native Administration Act, 1905-1947, to George Vincent, of Onslow. The Certificate is numbered A550 and dated the 25th May, 1949.

S. G. MIDDLETON,  
Commissioner of Native Affairs.

#### NATIVES (CITIZENSHIP RIGHTS) ACT, 1944.

Department of Native Affairs,  
Perth, 2nd June, 1949.

IT is hereby notified, for general information, as follows:—

Certificate No. 263 was issued under the hand of A. L. F. Taylor, Resident Magistrate, at Derby, on 17th May, 1949, to Daisy Gertrude Hunter, of Derby, in the West Kimberley Magisterial District.

Certificate No. 294 was issued under the hand of A. L. F. Taylor, Resident Magistrate, at Derby, on the 18th May, 1949, to Agnes Molloy, of Derby, in the West Kimberley Magisterial District.

Certificate No. 311 was issued under the hand of A. L. F. Taylor, Resident Magistrate, at Broome, on the 5th May, 1949, to Philomena Maria Howard, of Broome, in the Broome Magisterial District.

Accordingly, the said Daisy Gertrude Hunter, Agnes Molloy and Philomena Maria Howard are deemed to be no longer natives or aborigines, and shall have all the rights, privileges and immunities and shall be subject to the duties and liabilities of natural born or naturalised subjects of His Majesty unless and until the Certificates are suspended or cancelled as provided for in section 7 of the said Act.

The following exemption Certificates have been cancelled in lieu of Certificates of Citizenship Nos. 263, 294 and 311 being issued:—Exemption Certificates Nos. A354, Daisy Gertrude Hunter; A452, Agnes Molloy and A217, Philomena Maria Howard.

S. G. MIDDLETON,  
Commissioner of Native Affairs.

#### GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1948, and its regulations:—

##### BRIDGETOWN.

14th June, 1949, at 12 noon, at the Court House—  
‡Mullalyup—Town 59, 1r., £8; Town 60, 1r., £8; Town 61, 1r., £8.  
‡Wilga—Town 14, 1r., £10; Town 15, 1r., £10; Town 16, 1r., £10.

##### LAKE GRACE.

16th June, 1949, at 11 a.m., at the Rural and Industries Bank—  
‡Lake Grace—Town 155, 1r. 4.1p., £20; Town 162, 1r. 1.9p., £25; Town 164, 1r. 1p., £30.

##### COOLGARDIE.

17th June, 1949, at 11 a.m., at the Mining Registrar's Office—  
‡Coolgardie—Town (a) 1974, 1r. 20p., C.U.V., £12 10s.

##### BEVERLEY.

21st June, 1949, at 3.30 p.m., at the Government Land Agency—  
‡Beverley—Town 291, 1r. 0.2p., £20.  
‡Pingelly—\*Town ¶¶575, 4a. 1r. 11p., £10.  
‡South Kumminin—Town 15, 1r., £10; Town 16, 39.1p., £12.

##### PINJARRA.

22nd June, 1949, at 11 a.m., at the Court House—  
‡Pinjarra—\*Sub ¶128, 4a. 2r. 31p., £10.

##### PORT HEDDLAND.

22nd June, 1949, at 11 a.m., at the Court House—  
‡Port Hedland—Town 171, 1r. 0.5p., £15; Town 172, 1r., £12.

##### MOORA.

24th June, 1949, at 4 p.m., at the Court House—  
‡Moora—\*Town ¶¶145, 5a., £25; \*Town ¶146, 5a., £25; \*Town ¶147, 5a., £25.

(a) Sold subject to the conditions that the lessee shall not carry on, or suffer, or permit to be carried on, on this lot, any trade or business whatsoever without the consent in writing of the Minister for Lands being first obtained; and further, the conditions under which this lot is made available shall not entitle the lessee now, or at any future time, to the right to convert same to fee simple.

\*Suburban for cultivation.

‡ Sections 21 and 22 of the regulations do not apply.  
‡ Subject to truncation of corner, if necessary.

¶ All marketable timber is reserved to the Crown.

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

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

H. S. FRANCIS,  
Acting Under Secretary for Lands.

#### FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1948, owing to non-payment of rent or other reasons.

Name, Lease, District, Reason, Corr., Plan.

Collyer, E.; 3117/2079; Norseman 994; abandoned; 783/37; Norseman Townsite.

Meyers, T. E.; 347/539; Plantagenet 999; £12 11s. 8d.; 1009/34; 451/80, D4.

Mottram, C. D.; 3108/469; Nelson, Pt. 10701, 10710, 10711, Pt. 10712, Pt. 10729, 10730, 10734, 10735, 10736, 10737, Pt. 10738, Pt. 10754, 10755, 10756, 10757, 10758, 10759, 10760, 10761, Res. 7636; abandoned; 1395/41; 454B/40, F2.

Yundamindra Pastoral Co. Limited; 3116/1285; Edjudina; abandoned; 1067/42; 33/300 and 34/300.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

#### RESERVES.

Department of Lands and Surveys,  
Perth, 2nd June, 1949.

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

5187/46.

WYALKATCHEM.—No. 22940 (Railways), lot No. 294 (3a. 1r. 25p.). (Diagram 61702, Plan Wyalkatchem Townsite.)

5187/46.

WYALKATCHEM.—No. 22941 (Sale Yards), lot No. 295 (2a. 3r. 23p.). (Diagram 61702, Plan Walkatchem Townsite.)

14/49.

WELBUNGIN.—No. 22942 (Sheep Dip), lot No. 34 (about 2r. 2r. 20p.). (Plan Welbunjin Townsite.)

2721/49.

SUSSEX.—No. 22943 (Road Material and Access), location No. 3911 (about 15a.). (Plan 413D/40, B and C3.)

2200/35.

BURRACOPPIN.—No. 22946 (Schoolsite), lot No. 133 (about 5a.). (Plan Burracoppin Townsite.)

1079/49.

AVON (near KOORDA).—No. 22947 (Sheep Dip). All that portion of land bounded by lines starting at the South-West corner of reserve 20153 and extending Eastward to the South-East corner of the said reserve; thence South-Eastward to the Northernmost corner of reserve 19953; thence South-Westward along the North-Western boundary of reserve 19953 to Avon Location 17368; thence North-Westward along the North-Eastern boundary of location 17368 to the Easternmost boundary of location 24576; thence Northward along the Easternmost boundary of location 24576 to the starting point (about 8a. 2r.). (Plan 56C/40, E3.)

H. S. FRANCIS,  
Acting Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE.  
18464 (Mundaring Weir).

Department of Lands and Surveys,  
Perth, 2nd June, 1949.

Corres. 1673/23.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1948, of the purpose of reserve 18464 (Swan Location 3133) being changed from "School Site" to "Public Utility." (Plan 1C/40, E3.)

H. S. FRANCIS,  
Acting Under Secretary for Lands.

AMENDMENT OF RESERVES.

15004 (Wyalkatchem), 16245 (Koorda), 20123 (Cadoux).

Department of Lands and Surveys,  
Perth, 2nd June, 1949.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1948, as follows:—

Corres. 5187/46—Of the boundaries of reserve 15004, "Recreation," being amended by the excision of Wyalkatchem Lots 294, 295 and the surveyed road between lot 295 and lots 290 and 291, as shown on Diagram 61702; and of the area being reduced to about 107 acres accordingly. (Plan Wyalkatchem Townsite.)

Corres. No. 1079/49—Of the boundaries of reserve 16245, "Railways (Water)," being amended by the excision of all that portion, containing about 8 acres 2 roods, bounded by lines starting at the South-West corner of reserve 20153 and extending Eastward to the South-East corner of the said reserve; thence South-Eastward to the Northernmost corner of reserve 19953; thence South-Westward along the North-Western boundary of reserve 19953 to Avon Location 17368; thence North-Westward along the North-Eastern boundary of location 17368 to the Easternmost boundary of location 24576; thence Northward along the Easternmost boundary of location 24576 to the starting point. (Plan 56C/40, E3.)

Corres. No. 891/49—Of the boundaries of reserve 20123 (Excepted from Sale), being amended by the excision of Cadoux Lot 25; and of the area being reduced to 2 acres 1 rood 38 perches accordingly. (Plan Cadoux Townsite.)

H. S. FRANCIS,  
Acting Under Secretary for Lands.

THE BUSH FIRES ACT, 1937-1948.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,  
Perth, 7th June, 1949.

Corres. No. 977/41.

IT is hereby notified, for general information, that the undermentioned Road Board has appointed the following Bush Fire Control Officers in its District:—

Road Board and Control Officers.  
Armada-Kelmscott; Bruns, Osear Edward Waldemare, and Murray, John Edward.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

LAND ACT, 1933-1948; WAR SERVICE LAND SETTLEMENT AGREEMENT ACT, 1945.

Corres. 2243/49.

IT is notified for general information that the area schedule hereunder is available for selection under section 53 of the Land Act, 1933-1948 (and regulations thereto) and pursuant to clause 17 of the Agreement between the Commonwealth of Australia and the State of Western Australia in relation to War Service Land Settlement.

Applications must be lodged with the Chairman, Land Settlement Board, Lands Department, Perth, not later than 22nd June, 1949, 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 date, and if there are more applicants than one for this area, the application to be granted will be determined by the Land Settlement Board. Should this area remain unselected, such will continue available until applied for or otherwise dealt with.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

Schedule.

Land, Area, Purchase Price, Plan, Locality.

Melbourne Location 3511 (formerly locations 589, 802 and portion of location 935); about 3,825 acres, subject to survey; £1,498, plus cost of survey; 31/80, F1; 12 miles East of Mogumber.

STATE HOUSING ACT, 1946-1947.

Cancellation of Dedication.

Department of Lands and Surveys,  
Perth, 2nd June, 1949.

Corres. 1861/39.

HIS Excellency the Governor in Executive Council has been pleased to cancel, under the provisions of the State Housing Act, 1946-1947, the dedication of Cottesloe Lots 244, 268, 269 and 284 to 299, inclusive, to the purposes of the said Act. (Plan Cottesloe.)

H. S. FRANCIS,  
Acting Under Secretary for Lands.

LAND SALES CONTROL.

Country Land in the State of Western Australia.  
(Order under Section 11 (1) (a).)

Corres. 5202/48.

IN pursuance of section 11, subsection (1) (a) of the Land Sales Control Act, No. 4 of 1948, I, Harry Simpson Francis, Acting Under Secretary for Lands, do by this my Order declare the country lands specified in the Schedule to this Order to be land likely to be required for settlement by former members of the Defence Forces.

Dated this 1st day of June, 1949.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

The Schedule.

Land and Instrument of Title.

Wellington Location 878; C/T 123/23.

Portions of Wellington Locations 2688 and 3315, and being lot 1 on Diagram 5210; C/T 1003/348.

Portion of Wellington Location 2 and being lot 9 on Diagram 10458; C/T 1058/337.

Portion of Wellington Location 2, the subject of Diagram 11884; C/T 1075/199.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,  
Perth, 2nd June, 1949.

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, 1933-1948, at the following upset prices:—

Applications to be lodged at Perth.

3392/15, Vol. 2.

CARMEL.—Town 72, £25.

3423/13.

WOOROLOO.—Town 8, £10.

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

H. S. FRANCIS,  
Acting Under Secretary for Lands.

#### LOT OPEN FOR LEASING.

Department of Lands and Surveys,  
Perth, 24th May, 1949.

Corres. 3532/00.

IT is notified, for general information, that Kalgoorlie Lot 1238 is available for leasing under section 117 of the Land Act, 1933-1948.

Applications must be lodged at the Lands Office, Kalgoorlie, on or before the 15th June, 1949.

If more than one application be received by the closing date for this lot, the applications shall be deemed to be simultaneous and shall be referred to a Land Board.

The following conditions shall apply:—

(1) No lease will be granted unless the applicant shall have first produced a "provisional consent to commence building" issued by the State Housing Commission, or such other evidence to prove to the satisfaction of the Minister for Lands that the applicant already has or is in a position to obtain the necessary materials to build a residence on the lot applied for.

(2) The lessee will be required to erect the residence on his lot within six months from the date of the approval of his application, or within such extended period as the Minister for Lands may approve. Failure to comply with this condition renders the lease liable to forfeiture.

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

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

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

(6) The lessee shall not carry on, or permit or suffer to be carried on, on the demised land, any trade or business whatsoever, without the consent in writing of the Minister for Lands being first obtained; and further, the conditions under which the said land is made available shall not entitle the lessee now, or at any future time, to the right to convert same to fee simple. (Plan Kalgoorlie, Sheet 2.)

H. S. FRANCIS,  
Acting Under Secretary for Lands.

#### LOTS OPEN FOR LEASING.

Department of Lands and Surveys,  
Perth, 25th May, 1949.

Corres. No. 7653/97.

IT is hereby notified, for general information, that Somerville Suburban Area Lots 35, 43, 53, 54 and 64 are available for leasing under the provisions of section 117 of the Land Act, 1933-1948.

Applications must be lodged at the District Lands Office, Kalgoorlie, on or before the 22nd June, 1949.

If more than one application be received by the closing date for these lots, the applications shall be deemed to be simultaneous and shall be referred to a Land Board.

The following conditions shall apply:—

(i) The term of the lease shall be ninety-nine years.

(ii) The annual rental payable for the first 10 years of the lease will be ten shillings for each lot. The rental shall be subject to re-appraisalment by the Minister at intervals of not less than 10 years.

(iii) The lessee shall fence the lot on its surveyed boundaries within two years from the date of commencement of the lease, with a fence capable of resisting great and small stock, and shall have planted within three years from the date of commencement of the lease at least one-tenth of its area with vines or fruit trees or cultivated *bona fide* as a vegetable garden, or, alternatively, one-quarter of the area shall be cleared and otherwise cultivated.

(iv) No transfer of the lease will be approved until the improvement conditions prescribed above have been effected.

(v) The conditions under which the land is made available shall not entitle the lessee now, or at any future date, to the right to convert same to fee simple.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

#### LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of the Land Act, 1933-1948.

**WEDNESDAY, 24th AUGUST, 1949.**

Eastern Division—Yilgarn and Ularring Districts.

Corres. No. 1973/24. (Plans 24 and 35/300.)

IT is hereby notified, for general information, that the land contained within late Pastoral Lease 3266/97, formerly held by the Lake Barlee Pastoral Company and comprising an area of about 488,028 acres, will be re-available for pastoral leasing as from Wednesday, 24th August, 1949; subject to payment for improvements.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

#### LAND OPEN FOR SELECTION

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1948, and the regulations appertaining thereto, subject to the provisions of the said Act, and also to the provisions of the Land Alienation Restriction Act, 1944.

Applications must be lodged not later than the date specified, but may be lodged before such date, if so desired.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applicants than one for any block, the application to be granted will be determined by the Land Board. Should any lands remain unselected, such will continue available until applied for or otherwise dealt with.

If a Land Board sitting becomes necessary, the applicants for the blocks will be duly notified of the date, time, and place of the meeting of the Board, and there shall be an interval of at least three days between the closing date and the sitting of the Board.

The selector of a Homestead Farm from any location must take the balance thereof, if any, under Conditional Purchase.

All marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of clause 18 of the regulations.

The term "Member of the Forces," where appearing in any notice published hereunder, shall be deemed to have the meaning as is specified in section 2 of the Land Alienation Restriction Act, 1944, that is to say, "Member of the Forces" means a person who is or has been, a member of the Naval, Military or Air Forces of His Majesty the King during any period in which His Majesty is or has been engaged in war.

#### THE SCHEDULE.

**WEDNESDAY, 15th JUNE, 1949.**

PERTH LAND AGENCY.

Melbourne District (about 5 miles West of Moora).

Corr. No. 1159/49. (Plan 58/80, BC1.)

Location 3191, containing 2,000a. Or. 4p., at 4s. 3d. per acre; classification page 12 of 3159/26; being A. Marsh's cancelled application.

## Ninghan District (near Kalannie.)

Corr. No. 2985/27. (Plan 65/80, B1.)

Location 2586, containing 1,034a. 2r. 26p., at 4s. 9d. per acre; classification page 16 of 2985/27; subject to payment for improvements, if any; being L. A. G. Tomsett's forfeited lease 68/619.

## Plantagenet District (4 miles North-West of Albany).

Corr. No. 5252/46. (Plan 451D/40, C4.)

Locations 5602, 758 and 3220, containing 120a. 2r. 1p., 100a. and 60a., respectively, all at 7s. 3d. per acre; classifications pages 11 of 45/38 and 6 of 4086/11; subject to payment for improvements and exempt from road rates for two years from date of approval of application; subject also to timber conditions; being part of K. O. Crombie's cancelled application.

## Roe District (about 1 mile East of Newdegate).

Corr. No. 560/24. (Plan 388/80, B3 and 4.)

Locations 745 and 755, containing 1,308a. 3r. 14p., at 1s. 9d. per acre; classification page 84A of 560/24; subject to Rural and Industries Bank indebtedness; location 755 also subject to survey unless selected by the holder of freehold unsurveyed location 746. Previous *Gazette* notice concerning these locations is hereby cancelled.

## Roe District (about 6 miles South-West of Karlgarin).

Corr. No. 3306/30. (Plan 376/80, D1 and 2.)

Location 1287, containing 295a. 1r. 8p., at 8s. 6d. per acre; also locations 1826 and 1192, containing 653a. 2r. 37p., at 4s. 9d. per acre; classifications pages 4 of 3306/30 and 13 of 4570/27; subject to Rural and Industries Bank indebtedness; location 1192 subject also to inclusion of a closed road. Previous *Gazette* notice concerning these locations is hereby cancelled.

## Victoria District (about 9 miles North-East of Bowgada).

Corr. No. 5255/26. (Plan 122/80, EF1.)

Location 7748, containing 1,370a. 1r. 31p., at 3s. 9d. per acre; classification page 17 of 3396/24; subject to Rural and Industries Bank indebtedness and to payment for any improvements not included in said indebtedness. Previous *Gazette* notice concerning this location is hereby cancelled.

## Williams District (about 17 miles North of Nowarellup).

Corr. No. 1399/49. (Plan 407/80, A1 and 2.)

The area of about 520 acres in the Williams District, bounded by lines commencing at the North-Easternmost corner of location 13041 and extending North about 30 chains to a proposed road; thence West about 148 chains along the Southern side of the said proposed road to its junction with a further proposed road; thence South-Easterly along the North-Eastern side of the last-mentioned proposed road to the Westernmost boundary of said location 13041; thence North and East repeatedly along boundaries of location 13041 to the starting point; subject to survey, classification and pricing. Previous *Gazette* notice concerning this area is hereby cancelled.

## Williams District (about 4 miles East of Dongolocking Spring).

Corr. No. 1450/46. (Plan 386D/40, C3 and 4.)

Locations 12171, 11034, 11253 and 13844, containing 555a. 0r. 4p., 500a., 100a. and 160a. 0r. 26p., respectively, all at 5s. 6d. per acre; classifications pages 21 of 4748/23, 4 and 5 of 4075/40 and 5 of 4076/40; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning location 12171 is hereby cancelled, the remaining locations being L. E. Ward's forfeited leases 365/1073 and 347/2992.

## Williams District (about 5 miles North of Kuringup).

Corr. No. 1961/48. (Plan 407/80, AB3.)

Location 11579, containing 999a. 1r. 12p., also locations 9766 and 13755, containing 866a., all at 8s. 6d. per acre; classifications pages 9 of 3342/15 and 121 of 5091/10; subject to payment for improvements; being W. Broadhead's cancelled application.

## WEDNESDAY, 22nd JUNE, 1949.

## PERTH LAND AGENCY.

## Avon District (near Kwelkan).

Corr. No. 13020/10. (Plan 34/80, D2.)

The Crown land, containing about 165 acres, bounded by lines starting at the South-West corner of Avon Location 21010 and extending 89 deg. 57 min. 38 chains 18 links; thence 179 deg. 57 min. 60 chains; thence 269 deg. 56 min. 26 chains 24 5/10 links; thence 19 deg. 46 min. 25 links; thence 13 deg. 18 min. 3 chains 59 4/10 links; thence 357 deg. 3 min. 5 chains; thence 340 deg. 48 min. 3 chains 59 4/10 links; thence 334 deg. 15 min. about 90 links; thence 63 deg. 12 min. about 13 chains; thence 333 deg. 12 min. about 24 chains; thence 269 deg. 57 min. about 11 chains 50 links; thence 357 deg. 54 min. about 20 chains to the starting point. Subject to survey, classification and pricing. Available to adjoining holders only.

## Avon District (about 7 miles North of Kwelkan).

Corr. No. 645/24. (Plans 34/80, DE1, 55/80, DE4.)

Location 14367, containing 2,746a. 1r. 38p., at 4s. 3d. per acre; classification page 27 of 645/24; subject to Rural and Industries Bank indebtedness and to a cropping lease expiring 28/2/1950. Previous *Gazette* notice concerning this location is hereby cancelled.

## Denmark Estate District (about 4½ miles North of Hallowell).

Corr. No. 58/31. (Plan 452C/40, D4.)

Locations 522 and 513, containing 47a. 3r. 10p. and 52a. 1r. respectively, at 12s. 6d. per acre; classification page 4 of 58/31; subject to timber conditions and exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning these lots is hereby cancelled.

## Hay District (about 22 miles South-West of Tenterden).

Corr. No. 283/31, Vol. 3. (Plan 444/80, D4.)

Locations 1823, 1824 and 1825, containing 394a. 3r. 8p., 568a. 2r. 15p. and 441a. 3r. 13p. respectively, at 3s. 9d., 2s. 6d. and 3s. 3d. per acre respectively; (including survey fee in each case).

## Nelson District (near Northcliffe).

Corr. No. 5279/19, Vol. 2. (Plan 454B/40, E1.)

Locations 8688, 8891 and 8916, containing 111a. 3r. 3p., 115a. 2r. 22p. and 161a. 0r. 6p. respectively, at 12s., 11s. 9d. and 11s. 3d. per acre respectively; (including in each case survey fee and excluding improvements if any). Note.—If locations 8891 and 8916 are selected together, the price per acre will be 11s. (including survey fee and excluding improvements if any).

## Ninghan District (near Kulja).

Corr. No. 4038/27. (Plan 65/80, C2 and 3.)

Location 2647, containing 794a. 2r. 24p., at 2s. 9d. per acre; classification page 13 of 4038/27; subject to payment for improvements; being H. H. Hodge's forfeited lease 68/216.

## Plantagenet District (near Youngs Siding).

Corr. No. 5478/22. (Plan 456B/20, E1.)

Location 2574, containing 80a. 2r. 28p.; subject to classification and pricing.

## Roe District (near Hyden).

Corr. No. 5263/26. (Plan 346/80, A4.)

Locations 802 and 1042, containing 499a. 3r. 36p. and 1,146a. 1r. 3p. respectively, at 11s. and 6s. 9d. per acre respectively (including survey fee); classifications pages 14 of 4375/24 and 7 of 5263/26 respectively; both locations subject to Rural and Industries Bank indebtedness; location 802 subject to a cropping lease expiring 28/2/1950; location 1042 subject to survey and to resumption of any required portion. Previous *Gazette* notice concerning these locations is hereby cancelled.

Roe District (6 miles North-West of Hyden).

Corr. No. 1245/49. (Plan 345/80, F3.)

The Crown land, containing about 500 acres, bounded by lines starting at the South-West corner of location 1033 and extending West about 125 chains along the Northern boundary of location 1034; thence North about 40 chains; thence East to the Western boundary of location 1033; thence Southward along the said Western boundary to the starting point; subject to survey, classification, pricing and the provision of necessary roads.

Sussex District (10 miles South of Busselton).

Corr. No. 4502/48. (Plan 413B/40, D4.)

The Crown land, containing about 120 acres, bounded on the Westward and North-Westward by a one chain road along the Eastern boundaries of locations 750 and 705 and extending North-Eastward to a one chain road along the Western boundary of location 3012, on the Eastward by a one chain road along the Western boundaries of locations 3012, 3014 and 3015, and on the Southward by location 3883; subject to survey, classification and pricing.

Swan District (about 10 miles North-West of Gingin).

Corr. No. 331/45. (Plan 31/80, A3.)

Location 5251, containing 236a. 0r. 11p., at 5s. 6d. per acre; classification page 13 of 331/45; subject to timber conditions and exempt from road rates for two years from date of approval of application; being the surrendered portion of J. R. Harris' lease 347/3868.

### WEDNESDAY, 29th JUNE, 1949.

#### PERTH LAND AGENCY.

Avon District (about 12 miles South of Gabbin).

Corr. No. 511/25, Vol. 2. (Plan 55/80, B4.)

Location 15663, containing 837a. 2r. 27p., at 4s. per acre; classification page 77 of 12713/09, Vol. 1; subject to payment for improvements; being H. B. Green's expired lease 3116/1526.

Avon District (8 miles West of Bolgart).

Corr. No. 6131/47. (Plan 32/80, A4.)

Locations 15251, 18438 and 26872, containing 702 acres 2 roods, at 5s. 3d. per acre (including survey fee).

Fitzgerald District (about 4 miles North of Grass Patch).

Corr. No. 2393/36. (Plan 402/80, C1.)

Location 1481, containing 20a.; purchase price, £8 (including survey fee); exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Hay District (about 9 miles South-West of Cranbrook).

Corr. No. 352/47. (Plan 444/80, E2.)

Location 979, containing 1,119a. 1r. 13p., at 2s. per acre; classification page 43 of 1434/35; exempt from road rates for two years from date of approval of application; being J. A. G. Betts' cancelled application.

Hay District (near Nornalup Siding).

Corr. No. 2266/37. (Plan 455B/40, F1.)

Locations 1403 and 1404, containing 172a. 3r. 31p. and 300a. 3r. 34p., respectively, at 13s. 6d. and 6s. 6d. per acre, respectively; classifications pages 74 of 6057/22 and 73 of 6057/22, respectively; subject to timber conditions, to inspection re phosphates and to payment for improvements; being T. J. and P. V. Dawson and R. B. Clark's forfeited lease 347/1640 and A. G. Bellanger's forfeited lease 347/4841.

Jilbadji District (about 17 miles East of Gramphorne).

Corr. No. 671/41. (Plan 6/80, A2.)

Locations 712 and 554, containing 1,319a. 0r. 38p.; classifications pages 1 of 1788/23 and 3 of 671/41; subject to pricing, mining conditions and to payment for improvements, if any; location 712 being W. Stirrat's cancelled application. Previous *Gazette* notice concerning location 554 being hereby cancelled.

Kent District (20 miles South of Ongernp).

Corr. No. 5916/48. (Plan 435/80, C4.)

The Crown land, containing about 650 acres, bounded on the Westward by the prolongation Northward of the Eastern side of road No. 6857, on the Northward by a protected road from road No. 6777 to location 435, on the Eastward by location 443 and the prolongation Northward of the Western boundary of said location 443, and on the Southward by location 446; subject to survey, classification and pricing.

Kojonup District (12 miles South-East of Dumbleynug).

Corr. No. 586/43. (Plan 408D/40, C4.)

The Crown land, containing about 450 acres, bounded on the Westward by a one-chain road along the Eastern boundary of location 8503, on the Northward by Williams Locations 13036 and 6600, on the Eastward by Williams Location 10527 and on the Southward by location 8518; subject to survey, classification and pricing.

Kwolyin Agricultural Area (near Mt. Caroline).

Corr. No. 488/49. (Plan 4/80, AB1.)

The Crown land, containing about 300 acres, bounded by lines starting at the South-West corner of lot 281 and extending West about 40 chains; thence North to the South-Eastern boundary of lot 55; thence North-Eastward along the said South-Eastern boundary and onwards to the South-West corner of lot 350; thence Eastward to the Western boundary of lot 318; thence Southward along the Western boundaries of lots 318 and 281 to the starting point. Subject to survey, classification and pricing.

Nelson District (about 18 miles South-East of Manjimup).

Corr. No. 2385/08. (Plan 443A/40, B2.)

Locations 3573, 3574 and 3911, containing 700a. 2r., at 7s. per acre; classification page 61B of 5313/12; subject to Rural and Industries Bank indebtedness, to timber conditions, and to special conditions governing selection in this district. Previous *Gazette* notice concerning these locations is hereby cancelled.

Roe District (near Lake King).

Corr. No. 2003/37. (Plan 389/80, B3.)

Location 1599, containing 1,575a. 1r. 13p., at 4s. 9d. per acre; classification page 3 of 438/28; subject to payment for improvements; being W. Critchley's forfeited lease 348/757.

Sussex District (about 4 miles North-East of Kudardup).

Corr. No. 1236/35. (Plan 441A/40, C1.)

Location 1509, containing 160a.; classification page 35 of 1105/20, Vol. 1; subject to pricing, timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (about 5 miles North-East of Witchcliffe).

Corr. No. 991/44. (Plan 440A/40, B2.)

Location 3838, containing 400a., at 6s. per acre; classification page 11 of 991/44; subject to payment for improvements, to timber conditions, and to conditions governing selection in this district; being M. J. Kitson's forfeited lease 365/1101.

Swan District (near Lake Beermullah).

Corr. No. 5196/30. (Plan 31/80, A3.)

The Crown land, containing about 250 acres, bounded on the Westward by location 2680, on the Northward by the prolongation Westward of the Northern boundary of location 2931, on the Eastward by location 2931, and on the Southward by the prolongation Eastward of the Southern boundary of location 2680; subject to survey, classification and pricing.

Swan District (about 3 miles East of Wannaru).

Corr. No. 2196/31. (Plan 1A/40, B1.)

Location 3310, containing 43a. 3r. 35p., at 10s. per acre; classification page 4 of 2196/31; exempt from road rates for two years from date of approval of application; being C. D. Nunan's forfeited lease 55/2240.

Torbay Agricultural Area (near Torbay).

Corr. No. 4838/21. (Plan 457A/40, B1.)

Locations 7, 62, 63, 64, 65, 70 and 71, containing 110a. 1r. 2p., 89a. 0r. 38p., 38a. 2r. 25p., 36a. 2r. 11p., 68a. 0r. 5p., 43a. 1r. 27p. and 65a. 3r. 35p., respectively, at £1 7s. 6d., £2 1s. 3d., £3 17s. 3d., £3 7s. 3d., £2 11s. 3d., £3 13s. 3d. and £2 9s. 6d. per acre, respectively (including improvements for drainage and survey fee); subject to drainage conditions, to the conditions applying to selection in this area, and to exemption from road board rates for two years from date of approval of application.

Victoria District (at Wilroy).

Corr. No. 3264/25. (Plan 156/80, E3.)

Location 5736, containing 2,232a. 2r. 15p.; classification page 3 of 5750/23; subject to pricing and to payment for improvements; being A. G. Raven's forfeited lease 19436/68.

Victoria District (about 7 miles North-East of Gunyidi).

Corr. No. 304/41. (Plan 90/80, E3.)

Locations 7124 and 5653, containing 1,276a. 3r., at 3s. 6d. per acre; classification pages 15 and 16 of 3289/22; subject to Rural and Industries Bank indebtedness; being H. B. Keighley's expired lease 3116/1421.

Victoria District (about 1 mile South of Utakarra).

Corr. No. 1136/41. (Plan 126A/40, B1.)

Location 8072, containing 73a. 1r. 7p., at 6s. per acre; classification page 21 of 1136/41; exempt from road rates for two years from date of approval of application; being V. and G. Gould's forfeited lease 347/3141.

Yilgarn District (about 5 miles East of Corinthia).

Corr. No. 2195/46. (Plan 36/80, E2.)

Location 447, containing 1,000a. 2r. 21p., at 1s. 9d. per acre; classification page 6 of 6470/22; subject to mining conditions and to payment for improvements capitalised at £242; being O. Johnson's cancelled application.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

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

WHEREAS the CANNING Road Board, by resolution passed at a meeting of the Board held at Cannington on or about the 5th day of September, 1948, resolved to open the road hereinafter described, that is to say:—

4688/48.

No. 123. Truncation.—The whole of lot 41 of Canning Location 2, as shown on L.T.O. Plan 132.

WHEREAS the HARVEY Road Board, by resolution passed at a meeting of the Board, held at Harvey on or about the 12th day of April, 1948, resolved to open the road hereinafter described, that is to say:—

13546/02.

No. 1638. Extension (Korijekup Avenue).—A strip of land, one chain wide, along the Southern boundaries of lots 28 and 29 of Wellington Location 50A (L.T.O. Plan 2344) from Third Street at the South-East corner of the former lot to Fourth Street at the South-West corner of lot 29. (Plan Harvey Townsite.)

WHEREAS the HARVEY Road Board, by resolution passed at a meeting of the Board held at Harvey on or about the 9th day of November, 1948, resolved to open the road hereinafter described, that is to say:—

2906/16.

No. 5646. Regazettal of Part.—The surveyed road through Wellington Location 2841 and reserve No. 12632, as shown delineated and coloured dark brown on Diagram 61075. (383A and D/40, B2 and B3.)

WHEREAS the MURRAY Road Board, by resolution passed at a meeting of the Board held at Pinjarra on or about the 25th day of May, 1947, resolved to open the road hereinafter described, that is to say:—

2600/47.

No. 10599. Deviation.—A strip of land, one chain wide, plus truncation, as shown delineated and coloured dark brown on Diagram 61529. (Plan Pinjarra Townsite.)

WHEREAS the SUSSEX Road Board, by resolution passed at a meeting of the Board held at Busselton on or about the 23rd day of October, 1943, resolved to open the road hereinafter described, that is to say:—

1044/98.

No. 10594. Regazettal.—A strip of land, one chain wide, leaving a surveyed road at the South-Eastern corner of Sussex Location 62 and extending Westward along the Southern boundary of said location 62; thence Northward, 50 links wide, along the Western boundary of beforementioned location to the South-Eastern boundary of Sussex Location 41. (Plan 413B/40, E2.)

WHEREAS the SWAN Road Board, by resolution passed at a meeting of the Board held at Midland Junction on or about the 12th day of March, 1948, resolved to open the road hereinafter described, that is to say:—

L. and S. 552/33 and M.R. 734/32.

No. 2. (Great Eastern Highway) Widening.—All that portion of land bounded by lines commencing at a point on the North-Eastern boundary of Helena Location 20d. situate 314 deg. 35 min. 5 chains 35 2/10 links from the Easternmost corner and extending 178 deg. 17 min. 6 chains 49 7/10 links; thence 192 deg. 4 min. 6 chains; thence 300 deg. 12 min. 89 2/10 links; thence 2 deg. 36 min. 13 chains 13 9/10 links; thence 134 deg. 35 min. 1 chain 72 8/10 links to the starting point (L.T.O. Plan 5622). (Plan Guildford Townsite and 1D/20, N.E.)

WHEREAS the YILGARN Road Board, by resolution passed at a meeting of the Board held at Southern Cross on or about the 22nd day of February, 1946, resolved to open the road hereinafter described, that is to say:—

1280/46.

No. 10600. Deviation.—A strip of land, one chain wide, as shown delineated and coloured dark brown on Diagram 61173. (Plan 36/80, C4.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1946, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth.

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

And whereas the Governor in Executive Council has confirmed the said resolutions, it is hereby notified that the lines of communication described above are roads within the meaning of the Road Districts Act, 1919-1948, subject to the provisions of the said Act.

Dated this 7th day of June, 1949.

H. S. FRANCIS,  
Acting Under Secretary for Lands.

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

Closure of Road.

I, NORMAN L. P. SPRIGG, being the owner of land over or along which the portions of roads hereunder described pass, have applied to the Mukinbudin Road Board to close the said portions of road, viz.:—

Mukinbudin.

3991/30.

M.467. (a) The surveyed road along part of the Southern boundary of Ninghan Location 3192 and extending South-Eastward through location 3058; from a

surveyed road through locations 3192 and 3058 to a surveyed road along the Northern boundary of location 3427 and 3061.

(b) The surveyed road leaving the Northern boundary of location 3061 near the North-Eastern corner of location 3427 and extending South-Eastwards through location 3061 to the North-Western boundary of location 3062.

(c) The surveyed road leaving the South-Eastern boundary of location 3062 and extending South-Eastwards through location 3061 to a surveyed road along the Eastern boundary of the last-mentioned location.

(Plan 67/80, B3.)

N. L. P. SPRIGG.

I, George Bent, on behalf of the Mukinbudin Road Board, hereby assent to the above application to close the road therein described.

GEORGE BENT,  
Chairman,  
Mukinbudin Road Board.

9th May, 1949.

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

##### Closure of Road.

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

Williams.

2261/49.

W.644. The surveyed road along the Westernmost boundary of Williams Location 273, from the South-West corner of location U to the South-Western corner of location 273. (Plan 385D/40, A3.)

H. S. FRANCIS,  
for Minister for Lands.

I, Arnold Colin Rintoul, on behalf of the Williams Road Board, hereby assent to the above application to close the road therein described.

A. C. RINTOUL,  
Chairman Williams Road Board.

27th May, 1949.

#### TRANSFER OF LAND ACT, 1893-1946.

##### Application 146/1948.

TAKE notice that James Elworthy Jones and William Henry Jones both of Kojonup Farmers the executors of the will and codicil thereto of William Thomas Jones deceased have made application to be registered under the Transfer of Land Act 1893-1946 as the proprietors of an estate in fee simple in possession in the following parcel of land situate in the Kojonup District and being:—

Portion of Kojonup Location 53 containing 6 acres 1 rood 1 perch being the land comprised in Diagrams 11235 and 7612 less the portions resumed.

Bounded by lines commencing at the North-West corner of Kojonup Location 21 and extending Southerly 10 chains 1 and nine-tenths links along the Western boundary of the said location 21, thence Westerly 6 chains 48 and three-tenths links along the Northern boundary of Jones Road thence North-Westerly 5 chains 39 and four-tenths links along a North-Eastern boundary of Albany Highway thence Northerly 39 and four-tenths links along an Eastern boundary of Albany Highway thence Easterly 3 chains Northerly 2 chains 50 links and Westerly 3 chains along Southern Eastern and Northern boundaries of another part of the said location 53 comprised in Diagram 6630 thence Northerly 1 chain 76 and three-tenths links along an Eastern boundary of Albany Highway thence Easterly 7 chains 18 and two-tenths links along part of the Southern boundary of another part of the said location 53 comprised in Diagram 13565 to the starting point.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this office on or before the 28th July 1949 a

caveat forbidding the registration of the said James Elworthy Jones and William Henry Jones as such registered proprietors as executors as aforesaid.

A. W. B. GLEADELL,  
Registrar of Titles.

Office of Titles, Perth, this 26th day of May, 1949.  
Boulton, Godfrey & Virtue, Solicitors, Perth,  
Solicitors for the applicant.

#### PUBLIC WORKS TENDERS.

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

Work.—Beverley—New Brick School (10474); 14th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Beverley Police Station, on and after 31st May, 1949.

Work.—Bruce Rock—Large New Brick School (10476) 14th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Courthouse, Bruce Rock, on and after 31st May, 1949.

Work.—Mount Walker School—Repairs and Renovations (10477); 14th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Narembeen, on and after 31st May, 1949.

Work.—Yarloop School—Repairs and Renovations (10478); 14th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Water Supply Office, Harvey, on and after 31st May, 1949.

Work.—Dongara School and Quarters—New Latrines and Septic Tank Installation (10479); 14th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Police Station, Dongara, on and after 31st May, 1949.

Work.—Comprehensive Water Supply Scheme, Wellington Dam to Narrogin Pipe Line—Contract for Clearing (10480); 14th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Department, Collie.

Work.—No. 4 Pumping Station Quarters (Merredin)—Additions (10481); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Merredin, on and after 7th June, 1949.

Work.—Corrigin School—Additions (10482); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Corrigin, on and after 7th June, 1949.

Work.—Highgate Infants' School—Repairs and Renovations (10483); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1949.

Work.—South Belmont School and Quarters—Latrines and Sewerage (10485); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1949.

Work.—Yorkkrakine School and Quarters—Repairs and Renovations (10486); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Police Station, Kellerberrin, on and after 7th June, 1949.

Work.—Hamilton Hill School and Quarters—Latrines and Septic Tank Installation (10487); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1949.

Work.—Point Heathcote Mental Home—R.M.O.'s Quarters (10488); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1949.

Work.—Bunbury Hospital—Additions (10489); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Bunbury, on and after 7th June, 1949.

Work.—White Gum Valley School—Repairs and Renovations (10484); 21st June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1949.

Work.—Mt. Barker School—Additions (10475); 28th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Police Station, Mt. Barker, on and after 31st May, 1949.

Work.—Kalgoorlie School of Mines—Removal of Building from Wiluna, etc. (10490); 28th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and Mining Registrar's Office, Wiluna, on and after 7th June, 1949.

Work.—Trayning School—Additions (10491); 28th June, 1949. Conditions may be seen at the Contractors' Room, P.W.D., Perth; Police Station, Trayning, and P.W.D., Merredin, on and after 14th June, 1949.

Work.—Yuna School—Removal from Naraling (10492); 28th June, 1949. Conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 14th June, 1949.

Work.—Boynp Brook Hospital—Additions (10493); 28th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Boynp Brook Hospital, on and after 14th June, 1949.

Work.—Bridgetown School—Additions—Removal of Classroom from Appadene School (Group 83) (10496); 28th June, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Court-house, Bridgetown, on and after 14th June, 1949.

Work.—Southern Cross G.W.S. Inspector's Quarters—Repairs and Renovations (10497); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Mining Registrar's Office, Southern Cross, on and after 21st June, 1949.

Work.—Nedlands School—Repairs and Renovations (10498); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 21st June, 1949.

Work.—Narrogin Hospital—New Brick Domestic's Quarters (10499); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 21st June, 1949.

Work.—Dwellingup Hospital—Additions (10500); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, Police Station, Pinjarra, and Police Station, Dwellingup, on and after 21st June, 1949.

Work.—Armadale School—New Latrines and Septic Tank Installation (10501); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Armadale, on and after 21st June, 1949.

Work.—Corrigin Hospital—Additions and Alterations (10502); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Corrigin, on and after 21st June, 1949.

Work.—Perth Electoral Office—Repairs and Renovations (Internal) (10503); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 21st June, 1949.

Work.—Kellerberrin Hospital—Mechanical Ventilation to New Kitchen (10504); 5th July, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Merredin, on and after 21st June, 1949.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. the Minister for Works, Public Works Department, The Barracks, St. George's Place, Perth," and must be indorsed "Tender." The highest, lowest, or any tender will not necessarily be accepted.

W. C. WILLIAMS,  
Under Secretary for Works.

9th June, 1949.

P.W. 444/49; Ex. Co. No. 1154.

PUBLIC WORKS ACT, 1902-1945.

LAND ACQUISITION.

*Cottesloe Municipality—Extension of Torrens Street.*

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Cottesloe Suburban District—have, in pursuance of the written approval and consent under Section 220 of the Municipal Corporations Act, 1906-1947, of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 2nd day of June, 1949, been compulsorily taken and set apart for the purposes of the following public work, namely:—Extension of Torrens Street.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are shown marked off on Plan, P.W.D., W.A., 31743, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan P.W.D., W.A., No. 31743.	Owner or Reputed Owner.	Description.	Area.
1	Florence Martha Hewitson	Portion of Cottesloe Suburban Lot 15, being Lot 4 on L.T.O. Diagram 4485 (Certificate of Title Volume 956, Folio 162)	a. r. p. 0 0 24.9
2	Florence Martha Hewitson	That Right of Way coloured yellow on L.T.O. Diagram 4485 and contained in Certificate of Title Volume 1028, Folio 441	0 0 9.3
3	Florence Martha Hewitson	Portion of the Right of Way coloured brown on L.T.O. Diagram 4485, lying East of the prolongation of the Western boundary of Torrens Street to the prolongation Southward of the Western boundary of Lot 4 (Certificate of Title Volume 430, Folio 9)	0 0 3

Certified correct this 25th day of May, 1949.

VICTOR DONEY,  
Minister for Works.

JAMES MITCHELL,  
Governor in Executive Council.

Dated this 2nd day of June, 1949.

## MUNICIPAL CORPORATIONS ACT, 1906-1947.

Municipal Election.

Local Government Department,  
Perth, 8th June, 1949.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentleman has been elected a member of the undermentioned Municipal Council to fill the vacancy shown in the particulars hereunder:—

City of Perth Municipal Council.

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

\*South (No. 3); 28th May, 1949; Hood, Cutlibert; Hardware Merchant; (c); James, F. W.; unopposed.

\* Denotes extraordinary election.

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

## ROAD DISTRICTS ACT, 1919-1948.

Wagin Road Board.

Local Government Department,  
Perth, 7th June, 1949.

P.W. 1878/46.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a power grader (part payment) and plant equipment, as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1948, by the Wagin Road Board.

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

## ROAD DISTRICTS ACT, 1919-1948.

Wandering Road Board.

Local Government Department,  
Perth, 7th June, 1949.

P.W. 913/35.

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

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

## ROAD DISTRICTS ACT, 1919-1948.

Halls Creek Road Board.

Local Government Department,  
Perth, 7th June, 1949.

P.W. 312/49.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the removal to new townsite and re-erection with additions of road board office as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1948, by the Halls Creek Road Board.

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

## ROAD DISTRICTS ACT, 1919-1948.

Port Hedland Road Board.

Local Government Department,  
Perth, 7th June, 1949.

P.W. 913/35.

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

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

## ROAD DISTRICTS ACT, 1919-1948.

Dowerin Road Board.

Discount of Rates by By-law.

P.W. 545/27.

WHEREAS under the provisions of the Road Districts Act, 1919-1948, the Board of any district is empowered to make by-laws for any of the purposes mentioned in the said Act, the Dowerin Road Board doth, in exercise of powers aforesaid and of every power enabling it in this behalf, hereby make the following by-law:—

The Board may allow discount not exceeding five per centum, for prompt payment of rates, but such discount shall be allowed in respect of general rates only (not including supplementary rates), and shall not be allowed in respect of rates not paid on or before the 30th day of September of the year in which the rates have been imposed: Provided that the Minister, under special circumstances, may agree to an extension of time for a period not exceeding one month.

Passed by resolution of the Dowerin Road Board on the 5th day of February, 1949.

R. A. RICHARDS,  
Chairman.

E. L. EDWARDES,  
Secretary.

Recommended—

(Sgd.) V. DONEY,  
Acting Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 2nd day of June, 1949.

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

## ROEBOURNE ROAD BOARD.

Appointment of Poundkeeper-Ranger.

NOTICE is hereby given that Mr. James Edward Fisher, of Roebourne, has been appointed Poundkeeper-Ranger during the period 1st June, 1949, to the 30th June, 1949.

By order of the Board,

R. Q. ALDUS,  
Secretary.

30th May, 1949.

Department of Agriculture,  
Perth, 7th June, 1949.

HIS Excellency the Governor in Executive Council has been pleased under and in accordance with section 5 of the Poultry Industry (Trust Fund) Act, 1948, to appoint as members of the Poultry Industry Trust Fund Committee the following persons:—

(1) S. Froome, Department of Agriculture (nominee of the Minister for Agriculture); J. E. Smith, Swan Street, Tuart Hill; and J. J. Ellis, Yale Road, Kenwick (nominees of the Poultry Farmers' Association of W.A.).

(2) To declare the term of office of the said members respectively shall commence on the first day of June, 1949.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Constables Stanley George Wall, No. 1725, and Victor Ralph Thurston, No. 1829, as Honorary Inspectors under the Brands Act, 1904-1935, and the Stock Diseases Act, 1895.

C. C. HILLARY,  
Chief Administrative Officer.

## CASH ORDER LOST.

Department of Agriculture,  
Perth, 8th June, 1949.

Corr. 794/38.

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

Cash Order No. 3740; Value £23 10s. 2d.; Drawn by R. D. Sherlock; in favour of J. A. McLoughlin.

A. McK. CLARK,  
Acting Director of Agriculture.

## STOCK DISEASES ACT, 1895.

Department of Agriculture,  
Perth, 2nd June, 1949.

Ex. Co. No. 1121.

HIS Excellency the Governor in Council, acting pursuant to section 6 of the Stock Diseases Act, 1895, has been pleased to amend the regulations made under and for the purposes of the said Act and published in the *Government Gazette* on the 17th day of March, 1939, and amended, from time to time thereafter by notices published in the *Government Gazette*, in the manner set forth in the schedule hereunder.

A. L. McK. CLARK,  
Acting Director of Agriculture.

## Schedule.

The abovementioned regulations are amended as follows:—

1. The First Schedule to the regulation is amended by inserting in paragraph (b) after the word "Trichinosis" the word "Trichomoniasis."

The Second Schedule to the regulations is amended—

(a) by inserting in the third column opposite item D in the first column a new paragraph as follows:—

(6) In the case of stud cattle from Tasmania, a certificate from the Chief Veterinary Surgeon of that State that they are from a herd in which Trichomoniasis is unknown to exist.

(b) by inserting in the third column opposite E in the first column a new paragraph as follows:—

(6) A certificate from the Chief Veterinary Surgeon that they are from a herd in which Trichomoniasis is unknown to exist.

Approved by His Excellency the Governor in Executive Council, this 2nd day of June, 1949.

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

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

*Accepted Tenders.*

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
305/49	1949. May 31	S. Van Dal & Co. ....	136A, 1949	X-Ray Unit and Accessory Equipment, as follows:— Item 1 .... .. Items 2, 3, 4 and 10 .... Item 5 .... .. Item 6 .... .. Item 7 .... .. Item 8 .... .. Item 9 .... .. Additional .... ..	Medical	£393 12s. £98 10s. £5 2s. 6s. 4d. £103 10s. £9 7s. £9 4s. £6 0s. 9d.
325/49	June 3	Harris Scarfe & Sandovers, Ltd.	142A, 1949	300 ft. of 16 in. Rubber Conveyor Belting, as per Item 1	Industries	22s. 2d. per ft. less 26% less 2½%
413/49	do.	Mountain Quarries, Ltd.  White Rock Quarries	180A, 1949  ....	Diorite Screenings, as follows:— Item 1 .... .. Item 2 .... .. Item 3 .... .. Item 4 .... .. Item 5 .... .. Item 6 .... .. Item 7 .... ..	Main Roads	25s. 9d. per ton. 27s. 9d. per ton. 22s. 9d. per ton. 20s. 9d. per ton. 20s. 9d. per ton. 20s. 9d. per ton. 20s. 3d. per ton.
359/49	do.	Harris Scarfe & Sandovers, Ltd.	161A, 1949	Generating Units as per Item 1, as follows:— 2 only 12 r.p.h. Paxman 400 b.h.p. 1,000 r.p.m. Diesel Engines 1 only 6 v.c.b. Ruston 204 b.h.p. 600 r.p.m. Diesel Engine	State Electricity Commission	£9,748 each, plus £40 approx. each. £5,169, plus £119 8s., plus approx. £44.
365/49	do.	British General Electric Co.	168A, 1949	Auto-transformers as follows:— Item 1 .... .. Item 2 .... ..	do.	£3 9s. each. £3 18s. each.
366/49	do.	Lincoln Electric Co. ....	167A, 1949	1 only Lincoln type S-3695 D.C. Arc Welder, as per Item 1	Metropolitan Water Supply	£320, plus £31 3s.
333/49	do.	G. S. Anderson ....	186A, 1949	Purchase and Removal of a Secondhand three-cylinder 32 h.p. Gardner Marine Petrol Engine, complete with Gear Box, as per Item 1	Harbour & Lights	£10 10s.
33/49	do.	Peter McPhee ....	186A, 1949	Purchase and Removal of a Secondhand 1934 Chevrolet Tourer, as per Item 1	Mines	£195.
342/49	do.	State Engineering Works	151A, 1949	Cast Iron Penstocks, as follows:— Item 1 .... .. Item 2 .... ..	Metropolitan Water Supply	£55 each. £55 7s. 6d. each.



WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Tenders for Government Supplies.

Date of Advertising	Schedule No.	Supplies required.	Date of Closing.
1949.			1949.
June 2	221A, 1949	Making and Trimming of Uniforms for the Railways (Summer and Winter)	June 16
May 26	210A, 1949	10,000 yards Shirting, 28 in. Blue-Grey	June 16
May 31	215A, 1949	D.C. Arc Welding Plant	June 16
May 31	216A, 1949	Steel Clothes Lockers for Old Men's Home	June 16
June 2	218A, 1949	Uniforms for various Departments for year ending 30th June, 1950	June 16
June 2	.....	Butter for four months	June 16
May 23	159A, 1949	Crankshaft Grinding Machine	Extended to June 16
May 19	188A, 1949	36 in. C.I. Pipes and Pipe supports for State Electricity Commission	June 16
May 19	197A, 1949	Exhaust Fan Unit for Visual Education	June 16
Apr. 21	145A, 1949	Floodlighting Steel Towers and Projectors for Railway Department	June 23
May 24	203A, 1949	6 in. diameter Air Valves for Metropolitan Water Supply	June 23
June 2	220A, 1949	Cartage of Stores from Derby to Fitzroy Crossing	June 23
June 2	219A, 1949	Water Meters for Metropolitan Water Supply	June 30
June 7	223A, 1949	8 in. and 6 in. Reflux Valves	June 30
Apr. 7	130A, 1949	Machinery for Brass Foundry, Midland Junction	July 7
Apr. 7	129A, 1949	Furnace Charger for Midland Junction Workshops	Extended to Sept. 1

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the above-mentioned until 2.15 p.m. on the date of closing.

Tenders must be properly indorsed on envelopes, otherwise they are liable to rejection.

Tender forms and full particulars may be obtained on application at the Tender Board Office, Murray Street, Perth.

No tender necessarily accepted.

9th June, 1949.

A. H. TELFER,  
Chairman.

THE W.A. GOVERNMENT TRAMWAYS AND FERRIES ACT.

No. 52 of 1948.

HIS Excellency the Governor in Executive Council has been pleased to approve of amendments in the manner mentioned in the schedule hereunder to by-law 31 of the W.A. Government Tramways and Ferries Act, No. 52 of 1948.

Schedule.

The abovementioned by-law 31 is amended as follows:—

(a) Fares covering two or more consecutive sections on any route shall be the least sum of the sectional fares less 1d.

(b) Victoria Park Route—By adding: Between Car Barn and Welshpool Road, 4d. By adding: Between East end Causeway and Welshpool Rail Crossing, 4d.

(c) Perth-Como Route (tram)—By adding: Between Car Barn and Zoo, 4d. By adding: Between East end Causeway and Como, 4d.

(d) Inglewood Route (tram)—By adding: Between Bulwer and Walcott Streets, 2d. By deleting: Barrack Street Jetty and Roe Street, 2d., and adding: Between Barrack Street Jetty and James Street, 2d.

(e) Walcott Street, Mt. Lawley Route (tram)—By adding: Between Bulwer and Walcott Streets, 2d. By deleting: Barrack Street Jetty and Roe Street, 2d., and adding: Between Barrack Street Jetty and James Street, 2d.

(f) Charles Street, North Perth Route (tram)—By adding: Bulwer Street between Beaufort and Fitzgerald Streets, 2d. By deleting: Barrack Street Jetty and Roe Street, 2d., and adding: Between Barrack Street Jetty and James Street, 2d.

(g) Maylands Route (tram)—By adding: Between Harold Street and First Avenue, 2d.

(h) Mt. Hawthorn Route (tram)—By adding: Between Newcastle and Coogee Streets, 2d. By deleting: Between St. George's Terrace and Roe Streets, 2d. By adding: Between St. George's Terrace and James Street, 2d.

(i) Perth-Swanbourne Route (trolleybus)—By adding: Between Swan Brewery and Broadway, 3d.

(j) East Perth-Wembley Route (trolleybus)—By adding: Between Pier and Milligan Streets, 2d. By deleting: Trafalgar Road and Market Place, 4d., and adding: Between Trafalgar Road and Havelock Street, 4d.

(k) Perth-Mt. Henry Route (omnibus)—By adding: Between enr. Canning Highway and Hensman Road and Mt. Henry Road, 4d. By adding: Perth to Aquinas College, 8d. By adding: East end Causeway to Aquinas College, 6d.

(l) Perth-David Street, South Perth Route (omnibus)—By adding between enr. Banksia Terrace and Bright Street and South Terrace, 2d.

(m) Perth-Maylands Route (omnibus)—Between Harold Street and First Avenue, 2d. Between Kathleen Avenue and Aerodrome, 2d.

(n) Perth-West Leederville Route (omnibus)—By adding: Between Bridge Street and enr. Newcastle and Fitzgerald Streets, 3d. By adding: Between enr. Newcastle and Fitzgerald Streets and Cambridge Street, 3d.

(o) East Perth-Jolimont Route (omnibus)—By adding: Between Kensington Street and Market Place, 4d. By adding: Between Barrack Street and Thomas Street, 3d. By adding: Between Pier and Milligan Streets, 2d.

(p) Como-Mends Street Jetty Route (tram)—By deleting reference to present fares and adding: Between Como terminus and Mends Street Jetty, 2d.

(q) Perth-Osborne Park Route (omnibus)—By adding: Between Oxford and Royal Streets, 3d.

H. S. SEWARD,  
Minister for Tramways and Ferries.

Approved by His Excellency in Executive Council this 2nd day of June, 1949.

R. H. DOIG,  
Clerk of the Council.

WESTERN AUSTRALIAN GOVERNMENT RAILWAYS.

IT is notified for general information, that with the approval of the Minister, as required by section 22 of the Government Railways Act, 1904-1933, the following alterations and additions have been made to the scales of charges, schedules, etc., now appearing in the Coaching Rates Book dated 1st December, 1941, and the Goods Rates Book dated 1st March, 1935.

Coaching Rates Book.

Page 16, from 8/4/1949.—Regulation 21, Reserved Seats.—Delete fourth paragraph respecting group travel concession.

Page 43, from 15/4/1949.—Nurses (Trainee).—Add to list of hospitals:—Fremantle Hospital.

Page 43, from 13/5/1949.—Police—Members of Force Travelling on Annual Leave.—Amend to read:—“Annual and Long Service Leave.”

Page 43, from 1/4/1949.—Insert new clause:—Nurses (Trainee) travelling on recreational leave: Trainee nurses stationed at the following hospitals, when travelling on recreational leave, will be issued return tickets once per month at single fare plus one-third (minimum fare 2s. 6d. 1st class; 2s. 2nd class), on presentation of certificate (see page 133), suitably amended to read “Trainee Nurse on monthly leave,” signed by the Medical Officer in charge of hospital, and specifying that the nurse is a trainee on such recreational leave.

List of approved training hospitals:—

Royal Perth Hospital, Perth; Princess Margaret Hospital for Children, Perth; Wooroloo, Collie, Busselton, Albany, Narrogin, Geraldton, Bunbury, Northam, Katanning, Merredin, Kalgoorlie.

Availability—two weeks.

Page 163, from 29/4/1949.—Distance Table—Amend siding name “Wandarri” to read “Merroe.”

Page 166, from 25/4/1949.—Intersystem Fare—Freight and Regulations.—The Commonwealth Railways have increased their meal charge (second class only) to 21s. 6d. adult, 14s. 6d. child.

Page 169, from 25/4/1949.—Table 2—Passenger Fares (Combined).—Adult fares, second class, to be increased by 1s. 6d.; child fares, second class, to be increased by 6d.

Page 170, from 25/4/1949.—Table 3—Student Vacation Concession (Combined).—Student (over 16, and over 14 and under 16 years), 2nd class fare to be increased 1s. 6d. Under 14 years 6d.

Page 170, from 25/4/1949.—Intersystem Reserved Seat Charges.—Delete clause (1) respecting group travel concession.

Goods Rates Book.

Page 120, from 13/5/1949.—Private Companies’ Lines.—Amend Dwellingup, No. 2 Railway Mill, Banksiadale, 35 miles. Manjimup, State Saw Mills, 35 miles.

Page 130, from 15/4/1949.—Vehicles—Add:—Motor vehicles are excluded from this concession.

Page 135, from 29/4/1949.—Weights of Goods—Computation of.—Commonwealth Oil Refineries, Ltd., Products.—Drum, 4-gallon, Coralite lamp kerosene, 37 lbs.

Page 135, from 13/5/1949.—Weights of Goods—Computation of Neptune Oil Co.—Drum, 44-gallon Diesel Fuel Oil, 425 lbs.

Page 136, from 6/5/1949.—Weights of Goods—Computation of—Shell Coy. of Australia.—Drum, 44-gallon, Diesel fuel, 425 lbs.

Page 137, from 6/5/1949.—Weight of Goods—Computation of—Vacuum Oil Company’s Products.—Drum, 44-gallon, Mobil Diesel Fuel, 424 lbs.

Page 166, from 1/6/1949.—Shunting Charges—Fremantle.—Amend.—

Siding.	Local Traffic.	Through Traffic.
	per ton. (Minimum 4 tons).	per ton. (Minimum 4 tons).
Cargoes ex Wharf Sheds or Ramp for delivery in Fremantle Goods Yard, including tallying, stowing and wharf haulage	6s. 3d.	....
*Cargo ex Wharf Sheds or Ramp, including tallying, stowing and Wharf haulage	....	5s. 0d.
*Wharf Sheds to Ship (Trans. Cargo)	5s. 3d.	....

Page 168, from 1/6/1949.—Shunting Charges—North Fremantle.—Amend:—

Siding.	Local Traffic.	Through Traffic.
	per ton. (Minimum 4 tons).	per ton. (Minimum 4 tons).
*Cargo from Wharves and Sheds, including tallying, stowing and Wharf haulage	....	5s. 0d.

Page 179, from 29/4/1949.—Shunting Charges—Donnybrook.—Add:—Tropical Traders, Ltd.—Miles from Perth, 132. Through traffic, 5s. and 10s. per four and eight-wheeled wagon.

Page 198, from 29/4/1949.—List of Stations and Sidings.—Insert “Merroe” and “yes” under following columns:—Can load and unload carriages and horses, sheep and cattle races, shelter shed—station brand M.R.O.

Page 203, from 29/4/1949.—List of Sidings.—Delete “Wandarri.”

Page 203, from 1/4/1949.—List of Stations and Sidings.—Insert “f” after Williams.

Page 215, from 29/4/1949.—Distance Table.—Amend siding name “Wandarri” to read “Merroe.”

## PARTNERSHIP ACT, 1895.

Nolios &amp; Co.

NOTICE is hereby given that the Partnership heretofore subsisting between Naumis Vasilu Liokos, of 88 Francis Street, Perth, Emmanuel Zissis Nolios, of the same place and Philippos Zissis Nolios, of Jarrahdale, in the business of Market Gardeners carried on by them at Jarrahdale under the name style or firm of "Nolios & Co." has been dissolved by mutual consent as from the 31st day of May, 1949.

Dated this 1st day of June, 1949.

N. V. LIOKOS.

E. Z. NOLIOS.

Ph. Z. NOLIOS.

This notice is inserted by Messrs. Olney & Neville of C.M.L. Building, St. George's Terrace, Perth, Solicitors for the Partners.

Western Australia.

IN PARLIAMENT—SESSION 1949.

The Westralian Buffalo Club.

A Bill for an Act entitled The Westralian Buffalo Club Act, 1949.

NOTICE is hereby given that an application is intended to be made to Parliament in the present Session by The Westralian Buffalo Club Limited (hereinafter called "The Club"), a company registered under the Companies Act, 1893, for leave to bring in a Bill to resolve certain difficulties which have arisen concerning the legal position of the Club, and to vest the assets of the Club in an association to be formed and registered under the Associations Incorporation Act, 1895-1947.

Printed copies of the intended Bill will be deposited in the office of the Clerk of the Legislative Assembly on or before the 21st day of June, 1949.

Dated this 23rd day of May, 1949.

MORRIS CRAWCOUR & SOLOMON,  
Atlas Building, Esplanade, Perth,  
Solicitors and Parliamentary  
Agents for The Westralian Buffalo Club Limited.

## THE ASSOCIATIONS INCORPORATION ACT, 1895.

I, NORMAN BRIDSON ROBINSON, of 49 St. George's Terrace, Perth, the Trustee of or person hereunto authorised by The West Australian Club, do hereby give notice that I am desirous that such Institution should be incorporated under the provisions of the Associations Incorporation Act, 1895.

N. B. ROBINSON.

The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act.

Memorial of The West Australian Club filed in Pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—The West Australian Club.

2. Object or purpose of the Institution—(a) To be and become the successor to The West Australian Club and for that purpose to receive and hold the assets and take over and assume the liabilities of the Company pursuant to the provisions of the Act; (b) to maintain and conduct a club of a non-political character for the accommodation, entertainment and comfort of the members of the club and their friends and to provide a clubhouse and other conveniences and generally to afford to members and their friends all the usual privileges, advantages, conveniences and accommodation of a social club.

3. Where situated or established—46 St. George's Terrace, Perth.

4. The name or names of the trustee or trustees—Norman Bridson Robinson.

5. In whom the management of the Institution is vested and by what means—In a Committee and by the rules.

PARKER & PARKER, of 21 Howard Street, Perth, Solicitors for the Association.

## THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,  
Wiluna, 11th May, 1949.

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.

L. J. REGAN,  
Warden.

To be heard at the Warden's Court, Wiluna, on Wednesday the 22nd day of June, 1949.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

## EAST MURCHISON GOLDFIELD.

Wiluna District.

Residence Areas.

150J—Lynch, Patrick J.; Third Street, Lakeside; no miner's right and non-compliance with conditions.

248J—Quin, Archibald M.; Urquhart Street, Red Hill; no miner's right and non-compliance with conditions.

277J—Phillips, John J.; Fifth Street, Lakeside; no miner's right and non-compliance with conditions.

280J—Watson, Richard L.; Wiluna; no miner's right and non-compliance with conditions.

312J—Neil, Donald Roy; Fifth Street, Lakeside; no miner's right and non-compliance with conditions.

470J—Gallop, Joyce K.; Red Hill; no miner's right and non-compliance with conditions.

Machinery Area.

5J—Coolgardie Brilliant No Liability; c/o L. C. Horley, Meekatharra; non-payment of rent.

Tailings Area.

5J—Parkinson, Edward A.; Wiluna; non-payment of rent.

Water Rights.

26J—The Wiluna Gold Mines Limited; Wiluna; non-payment of rent.

27J—The Wiluna Gold Mines Limited; Wiluna; non-payment of rent.

39J—Wiluna Road Board; Wiluna; non-payment of rent.

Lawlers District.

Garden Area.

65—Pegler, George W.; Lawlers; non-payment of rent.

Machinery Area.

34—Australian Machinery & Investment Co., Ltd.; 321 Murray Street, Perth; no miner's right and non-payment of rent.

Tailings Areas.

16—Vickery, Arthur; Kalgoorlie; no miner's right and non-payment of rent.

17—Vickery, Arthur; Kalgoorlie; no miner's right and non-payment of rent.

21—Lewis, George W., Vickery, Arthur, and Norwood, Arthur F. B.; Kalgoorlie; no miner's right and non-payment of rent.

25—Vickery, Arthur; Kalgoorlie; no miner's right and non-payment of rent.

26—Vickery, Arthur; Kalgoorlie; no miner's right and non-payment of rent.

35—Australian Machinery & Investment Co., Ltd.; 321 Murray Street, Perth; no miner's right and non-payment of rent.

Mineral Claims.

2—Finch, John, and Finch, Leslie; Wiluna; non-payment of rent.

3—Taaffee, William, and Panizza, Peter; c/o T. K. Moriarty, Kathleen Valley; no miner's right and non-payment of rent.

## THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,  
Southern Cross, 12th May, 1949.

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 163 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.

M. HARWOOD,  
Warden.

To be heard at the Warden's Court, Southern Cross, on Thursday the 16th day of June, 1949.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

## YILGARN GOLDFIELD.

## Machinery Areas.

- 44—Samuel Arthur Harper; Bullfinch; non-payment of rent. Joseph Ernest Harper; Bullfinch; non-payment of rent and no miner's right.
- 45—Sydney Charles Bennett; Westonia; non-payment of rent.

## Garden Areas.

- 35—William John Cubley; Karalee; non-payment of rent and no miner's right.
- 37—Richard Albert May; Yellowdine; non-payment of rent.

## Water Rights.

- 56—Edna May (W.A.) Amalgamated Gold Mines No Liability; Westonia; non-payment of rent.
- 58—Edna May (W.A.) Amalgamated Gold Mines No Liability; Westonia; non-payment of rent.

## Mineral Claims.

- 30—Ajax Plaster Company Limited; 152 Havelock Street, West Perth; non-payment of rent.
- 31—Ajax Plaster Company Limited; 152 Havelock Street, West Perth; non-payment of rent.
- 32—Ajax Plaster Company Limited; 152 Havelock Street, West Perth; non-payment of rent.
- 33—Phillip Silas Tunsey; Gatherer; non-payment of rent.
- 34—Raymond Leopold Braddock; Burbidge; non-payment of rent.
- 35—Leslie Fisher Seaddan Peiree; Yellowdine; non-payment of rent. Henry Arthur Parsons; Yellowdine; non-payment of rent.
- 37—Ajax Plaster Company Limited; 152 Havelock Street, West Perth; non-payment of rent.

## Business Areas.

- 127—Kalgoorlie Brewing and Ice Company Limited; Kalgoorlie; non-payment of rent and no miner's right.
- 1049—Bertha Wilhemina Collins; 63 Evandale Street, Floreat Park; non-payment of rent.
- 1083—Alice Louisa Massie; Yellowdine; non-payment of rent and no miner's right.
- 1100—George Midland Hewitt; Southern Cross; non-payment of rent and no miner's right.

## YILGARN GOLDFIELD—continued.

## Residence Areas.

- 818—Mary Adelaide Cruse; Westonia; no miner's right.
- 1095—Joseph Della Bosca; Bullfinch; no miner's right.
- 1096—Alice Della Bosca; Bullfinch; no miner's right.
- 1099—William Alexander Robinson; Marvel Loch; no miner's right.
- 1102—Frank Herbert Williams; Marvel Loch; no miner's right.

## THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,  
Kalgoorlie, 5th May, 1949.

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.

T. A. DRAPER,  
Warden.

To be heard at the Warden's Court, Kalgoorlie, on Monday the 26th day of June, 1949.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

## NORTH COOLGARDIE GOLDFIELD.

## Menzies District.

## Water Rights.

- 352Z—The Sand Queen Gladstone Mines No Liability; c/o Bewick Moreing & Co., St. George's House, St. George's Terrace, Perth; non-payment of rent.
- 365Z—Woolgar Gold Mines Limited; c/o Bewick Moreing & Co., St. George's House, St. George's Terrace, Perth; non-payment of rent.
- 368Z—Sand Queen Gladstone Mines No Liability; c/o Bewick Moreing & Co., St. George's House, St. George's Terrace, Perth; non-payment of rent.
- 370Z—First Hit Gold Mine No Liability; c/o Paton & Morris, Pastoral House, 156 St. George's Terrace, Perth; non-payment of rent.
- 376Z—Epis, Antonio; Menzies; non-payment of rent.

## Machinery Area.

- 65Z—Sawyer, Ephraim Thomas; Menzies; non-payment of rent.

## Ularring District.

## Water Rights.

- 25U—Halford, William Charles, and Halford, Manrice Holman; 19A Victoria Street, Kalgoorlie; non-payment of rent.
- 39U—Halford, William Charles, and Halford, Manrice Holman; 19A Victoria Street, Kalgoorlie; non-payment of rent.
- 40U—Halford, William Charles, and Halford, Maurice Holman; 19A Victoria Street, Kalgoorlie; non-payment of rent.

## Yerilla District.

## Water Right.

- 48R—Edjudina Pastoral Company Limited; 47 Waymouth Street, Adelaide, S.A.; non-payment of rent.

## Business Area.

- 340R—Clifford, Daniel; Edjudina; non-payment of rent.

## BROAD ARROW GOLDFIELD.

## Residence Area.

133W—Fitzgerald, Alice Maud; Grants Patch; non-possession of miner's right.

## Business Areas.

70W—Finlayson, Mattie Carveth; Ora Banda; non-payment of rent.

72W—Smith, James; Broad Arrow; non-payment of rent.

131W—Sanders, William Alfred; Grants Patch; non-payment of rent.

132W—Sanders, William Alfred; Grants Patch; non-payment of rent.

## Machinery Area.

41W—Associated Northern Ora Banda No Liability; c/o W. G. Moore, Palace Chambers, Kalgoorlie; non-payment of rent.

## Tailings Area.

42W—Associated Northern Ora Banda No Liability; c/o W. G. Moore, Palace Chambers, Kalgoorlie; non-payment of rent.

## Water Rights.

76W—Argus, John; Ora Banda; non-payment of rent.

93W—Associated Northern Ora Banda No Liability; c/o W. G. Moore, Palace Chambers, Kalgoorlie; non-payment of rent.

99W—Ora Banda Amalgamated No Liability; Grants Patch; non-payment of rent.

107W—Mitchell, Alexander James; Bardoc; non-payment of rent.

## NORTH-EAST COOLGARDIE GOLDFIELD.

*Kurnalpi District.*

## Mineral Claim.

2K—Jones, Robert Load Cecil; 26 Varden Street, Kalgoorlie; non-payment of rent.

*Kanowna District.*

## Mineral Claims.

10X—Willmott, Joseph; 203 Collins Street, Kalgoorlie; non-payment of rent.

11X—Smith, John Urwin; Kanowna; non-payment of rent.

## Garden Area.

52X—Willis, Jabez; Kanowna; non-payment of rent.

## Water Right.

83X—Pearce, Walter Nicholas (Estate of); Bardoc; non-payment of rent.

## EAST COOLGARDIE GOLDFIELD.

## Quarrying Area.

2E—Municipality of Kalgoorlie; Town Hall, Kalgoorlie; non-payment of rent.

## Water Rights.

296E—Goldfields Firewood Supply Limited; Lake-wood; non-payment of rent.

297E—New Milano No Liability; c/o P.O. Box 208, Kalgoorlie; non-payment of rent.

299E—New Milano No Liability; c/o P.O. Box 208, Kalgoorlie; non-payment of rent.

300E—New Milano No Liability; c/o P.O. Box 208, Kalgoorlie; non-payment of rent.

301E—Goldfields Firewood Supply Limited; Lake-wood; non-payment of rent.

302E—Goldfields Firewood Supply Limited; Lake-wood; non-payment of rent.

303E—Goldfields Firewood Supply Limited; Lake-wood; non-payment of rent.

## Mineral Claims.

10E—Pascoe, Richard Alexander; 14 Cassidy Street, Kalgoorlie; non-payment of rent.

11E—Clackline Refractories Limited; c/o Paton & Morris, Pastoral House, 156 St. George's Terrace, Perth; non-payment of rent.

12E—Smith, Frederick Robert; Mt. Monger; non-payment of rent.

EAST COOLGARDIE GOLDFIELD—*continued.*

## Garden Areas.

179E—Sorrell, Catherine Isabel (administratrix); 82 Mary Street, Como; non-payment of rent.

185E—Ameni, Walter; Golden Mile Dining Rooms, Maritana Street, Kalgoorlie; non-payment of rent.

187E—Condren, Patriek James; Cremorne Dairy, Kalgoorlie; non-payment of rent.

188E—Condren, Patriek James; Cremorne Dairy, Kalgoorlie; non-payment of rent.

## Residence Areas.

158E—Jolley, Freda Doris; Brown Hill Road, East Kalgoorlie; no miner's right.

163E—Symons, John Vivian, and Bishop, Christopher; 5 Macdonald Street, Kalgoorlie; no miner's right.

181E—Coffey, James; Brown Hill Road, East Kalgoorlie; no miner's right.

*Bulong District.*

## Mineral Claims.

3Y—Jones, Robert Load Cecil; 26 Varden Street, Kalgoorlie; non-payment of rent.

13Y—Clackline Refractories Limited; c/o Paton & Morris, Pastoral House, 156 St. George's Terrace, Perth; non-payment of rent.

14Y—Jones, Robert Load Cecil; 26 Varden Street, Kalgoorlie; non-payment of rent.

## THE BANKRUPTCY ACT, 1892.

(No. 67 of 1913.)

Re Simon Joseph Levenson, late of Geraldton, Pawnbroker, Deceased.

A SECOND and final dividend is intended to be declared in the above matter. Creditors who have not proved their debts by the 24th day of June, 1949, will be excluded from dividend.

Dated this 7th day of June, 1949.

A. H. JOHNSON,  
Official Receiver,  
6 The Esplanade, Perth.

## IN THE MATTER OF THE POWERS OF ATTORNEY ACT, 1896.

(60 Vict., No. 3)

NOTICE is hereby given that the Power of Attorney granted by Dorothea Josephine Adami to The West Australian Trustee Executor and Agency Company Limited and filed in the Supreme Court Office on the 21st day of March, 1927, has this day been revoked.

G. J. BOYLSON,  
Registrar, Supreme Court.  
Supreme Court,  
3rd June, 1949.

## APPOINTMENT

(under Section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1948.)

Registrar General's Office,  
Perth, 7th June, 1949.

THE following appointment has been approved:—

R.G. No. 106/39—Constable Maitland Verduin Waters Lloyd, to act temporarily as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Goomalling, during the absence on leave of Constable Ernest Derrick Nicholson; appointment to date from 1st June, 1949.

R. J. LITTLE,  
Registrar General.

Registrar General's Office,  
Perth, 7th June, 1949.

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

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

*Roman Catholic Church.*

23/49; 1/6/49; Rev. Patrick Briody; "Mon Repos" Convalescent Home, Mosman Park; Perth.

*Baptist Union of W.A. Incorporated.*

63/47; 30/5/49; Rev. Basil Thomas Austin Rogers; 259 Cambridge Street, Wembley; Perth.

R. J. LITTLE,  
Registrar General.

FRIENDLY SOCIETIES ACT, 1894-1948.  
Form No. 35 (Reg. 36).

Advertisement of Dissolution by Instrument.

NOTICE is hereby given that the Society known as The Independent Order of Odd Fellows Eastern Goldfields District Hospital Fund, Register No. 838, held at I.O.O.F. Hall, Moran Street, Boulder, is dissolved by instrument registered at this office the 2nd day of June, 1949, unless within three months from the date of the *Gazette* in which this advertisement appears, proceedings be commenced by some member or other person interested in or having any claim on the funds of the Society, to set aside such dissolution, and the same be set aside accordingly.

Dated this 2nd day of June, 1949.

W. V. GRAY,  
Deputy Registrar of Friendly Societies.

REGISTRATION OF BIRTHS, DEATHS AND MARRIAGES ACT, 1894-1948.

IT is hereby notified for the information of Medical Practitioners, Coroners, District Registrars, Assistant District Registrars and Deputy District Registrars, that in accordance with the provisions of section 13 (1) of the Registration of Births, Deaths and Marriages Act, 1894-1948, I have prescribed—

- (a) the classification of the causes of death to be used by Medical Practitioners to be that adopted by the World Health Assembly as modified by the Commonwealth Statistician and State Statisticians of Australia in Conference;
- (b) the following form to be the form of certificate of the cause of death to be given by duly qualified Medical Practitioners:—

Western Australia.

Registration of Births, Deaths and Marriages Act, 1894-1948.

MEDICAL CERTIFICATE OF CAUSE OF DEATH.

(For use only by a legally qualified medical practitioner who has been in attendance during deceased's last illness. In the case of stillbirth, however, please appropriately alter the text and state if possible the probable cause of such stillbirth.)

Name of Deceased.....	
Date of Death.....19.....	
Age as stated to me..... Sex.....	
Place of Death.....	
Last seen Alive by me.....19.....	Approximate interval between onset and death.
Seen*/Not seen* after death by me. Post-mortem held*/not held*. * Strike out whichever is inapplicable.	
Cause of Death.	
I.	
Direct Cause— Disease or condition directly leading to death† .... (a).....	due to—
Antecedent Causes— Morbid conditions, if any, giving rise to the above cause (stating the underlying condition last) ....	(b).....
	(c).....
II.	
Other significant conditions contrib- uting to death but not related to the disease or condition causing it ....	

† This means the disease, injury or complication which caused death—NOT the mode of dying, as, e.g., heart failure, asphyxia, asthenia, etc.

I hereby certify that I attended the above-named deceased during his (her) last illness and that the particulars and cause of death above written are true to the best of my knowledge and belief.

Signature..... Professional Title.....

Address..... Date.....

These Sections to be used when applicable.

I have reported this case to the Coroner.  
Initials of Certifying Medical Practitioner. ....

I may be in a position later to give, on application by the Registrar General, additional information as to the cause of death for the purpose or more precise statistical classification.  
Initials of Certifying Medical Practitioner.....

*Note.*—Section 13 of the above-mentioned Act provides that in case of the death of any person who has been attended in his last illness by a duly qualified medical practitioner, such practitioner shall within ten days after such death sign and give to the person required by the Act to furnish information concerning such death, a certificate of the cause of death in the form prescribed by the Registrar General.

The abovementioned classification and form of certificate of cause of death supersede the classification and form of certificate prescribed in the *Government Gazette* of the 21st February, 1948, and shall come into operation as from the 1st July, 1949.

R. J. LITTLE,  
Registrar General.

Registrar General's Office,  
Perth, 8th June, 1949.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 3 of 1949.

Between Eastern Goldfields Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and Lakewood Firewood Company Proprietary Limited, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Area.

This Award shall be limited in effect to the area enclosed within lines parallel to and ten (10) chains on either side of the respondent company's railway lines from Lakewood.

2.—Term.

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

3.—Wages.

The minimum rate of wage shall be:—

(a) Basic wage, £6 12s. 9d. per week.

(b) Adult Males:—

	Margin per week
	s. d.
Locomotive engine-driver .. .. .	52 6
Guard .. .. .	35 6
Locomotive fireman .. .. .	31 6
Locomotive cleaner .. .. .	10 0
Stationary boiler attendant, fireman	11 0

The workers hereinbefore specified who are stationed outside of Lakewood (main depot) shall be paid an additional one shilling and fivepence (1s. 5d.) per working day for five (5) days a week.

4.—Hours.

(a) Forty (40) hours (excluding Sundays) shall constitute a week's work, to be worked in five (5) consecutive shifts of not more than eight (8) hours each from Mondays to Fridays inclusive, and not more than four (4) hours on Saturdays, or alternatively, at the option of the employer, eighty (80) hours per fortnight, to be worked in four (4) consecutive shifts of eight (8) hours each in one week and six (6) consecutive shifts of eight (8) hours each in the following week, and so on from week to week.

(b) Timetable Committee:— A timetable consultative committee is hereby established for the purpose of this clause. The committee shall consist of the general manager of the company and the traffic manager and the bush foreman, representing the employer, and three representatives to be selected by the Union, representing the workers. The committee shall meet at least once in each calendar quarter of the year. The functions of the committee are limited to consultation, discussion and recommendation with a view to improvement in timetable and running conditions being arrived at by agreement between the parties.

5.—Preparation and Stabling.

Preparation: Each driver, fireman, and guard if required to do the work shall be granted an allowance of thirty (30) minutes for preparing the engine and/or train: Provided, however, that where any of these workers is relieved from the ordinary duties of preparation and another worker or workers is employed, a

deduction shall be made from this time allowance apportioned to the duties discharged by such other worker or workers.

Stabling: The actual time on duty occupied by each worker in stabling or finishing shall be allowed to the driver, fireman and guard.

6.—Overtime, Sunday Time, and Holiday Time.

For all work performed beyond the hours of duty on any shift the worker shall be paid at the rate of time and a quarter for the first two (2) hours, time and a half for the next two (2) hours, and double time thereafter. For all time worked on Sunday, Christmas Day, Easter Monday, and Labour Day and on the one other day to be nominated by the employer as a holiday, double time rates shall be paid. In all cases of reckoning time of duty, any time necessarily occupied in raising steam or in banking fires shall be included.

7.—Annual Holidays.

(a) Three (3) weeks' holiday including fifteen (15) working days on full pay shall be granted once in each year to every worker, provided he has worked two hundred and forty-two (242) shifts at ordinary rates of pay and should he have worked less than two hundred and forty two (242) such shifts when the said holidays are taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays. Payment for the said holidays shall be at the rate of pay the worker is receiving immediately before the holiday is taken or employment is terminated: Provided that where the worker is dismissed for wilful misconduct he shall not be entitled to the benefits of the provisions of this clause.

(b) Workers shall be entitled to receive one month's notice of the date on which a holiday is to commence. To assist the management in the preparation and arrangement of a suitable roster a committee of three (3) may be appointed by the workers.

8.—General Conditions.

(a) Each locomotive driver shall be supplied with the services of a competent fireman and, when guard's work is to be done, with a guard, both of whom shall be not less than eighteen (18) years of age.

(b) The employer shall provide suitable housing accommodation for all married workers who are stationed outside Lakewood and in the case of single workers, suitable quarters with necessary beds, stove, and cooking utensils. Accommodation shall be provided for the use of workers who may be compelled to remain in the bush overnight.

(c) The employer shall provide suitable camps for train crews who are temporarily transferred from their home station, with stove, stretchers and mattresses, together with two (2) bush rugs for each bed, and shall provide each member of the crew with provisions to the extent of six shillings (6s.) per day or a payment in cash of such sum over and above the prescribed rates of pay.

(d) A worker shall not be transferred for a lesser period than three (3) months. If required to work temporarily at another depot for relief or other purposes he shall be paid the allowance provided in the preceding subclause (8) (c).

(e) Reasonable notice shall be given to a worker required to permanently transfer from his home station to another depot.

(f) Any worker who receives notice of permanent transfer from his home station to another depot shall have free pass for himself and family, all of whom are resident with him and wholly or partly dependent on his earnings, and also free railway transport for his furniture and effects. This shall also apply to the mother of a single worker who is wholly dependent upon him.

9.—Worker Booked for Duty and not Required.

Any worker booked for duty but informed that his services are not required shall be paid a minimum of two (2) hours' pay; provided that any worker who has received two (2) hours' notice or in respect of whom reasonable proof is shown that efforts were made to give such notice, shall not be entitled to any allowance.

## 10.—Seniority.

The seniority of locomotive engine-drivers, locomotive firemen, cleaners and guards shall be based upon the length of service with the employer in the different grades, and when the service of any worker is required in any of these classes of labour the senior worker, provided he is competent and suitable to hold the position, shall be given the first opportunity of working a train, provided that his services are available, and in the event of the senior worker not being available the next in seniority, provided he is competent and suitable, shall be appointed. So far as practicable the time of employment shall be equally distributed among all workers.

## 11.—Active Duty.

Each driver, fireman, and cleaner shall be considered to be on active duty all the time he has to stay with the engine whilst under steam.

## 12.—Free Wood and Water.

The workers shall be supplied with water and wood by the employer free of charge, delivered at appointed places as hitherto.

## 13.—Mixed Functions.

A worker engaged for more than one half of a shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such shift; if employed for one half or less than half of a shift he shall be paid the higher rate for the time actually worked: Provided however that acting time of less than twenty (20) minutes in any one shift shall not be counted. Should any worker be required to perform work in a lower grade his wage shall not be reduced whilst employed in such capacity.

## 14.—Union Representative's Right of Access.

(a) Right of access to the works and undertakings of the employer shall be granted to a duly accredited representative of the union to investigate any complaint.

(b) The accredited representative of the union shall be allowed to inspect time sheets and pay sheets relating to any worker affected by this Award and make extracts therefrom at such time or times as may be mutually agreed upon between such representative and the employer.

## 15.—Guarantee of Employment.

Except in cases where stoppage of work is occasioned by causes beyond the respondent's control, a minimum weekly wage equivalent to pay for forty (40) hours (exclusive of Sunday but inclusive of early and late attendance) shall be guaranteed and paid to each worker ready and available for work.

## 16.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth 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.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 2nd day of March, 1949.

[L.S.] (Sgd.) E. A. DUNPHY,  
President.

Filed at my office this 2nd day of March, 1949.

(Sgd.) S. WHEELER,  
Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA

No. 74 of 1948.

Between Hospital Employees' Industrial Union of Workers, W.A., Applicant, and Board of Management Perth Dental Hospital, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

## Memorandum of Agreement.

(Note: Wherever the word "Award" occurs herein it shall be taken to mean and include "Agreement.")

## 1.—Area and Scope.

This Award shall apply to all dental mechanics, orderlies, apprentices, dental attendants, and clerks employed in the Perth Dental Hospital, or branches thereof, within a radius of fifteen (15) miles from the General Post Office, Perth.

## 2.—Term.

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

## 3.—Definitions.

"Dental mechanic": A male or female worker who is capable of constructing and repairing any mechanical device required by a dentist for the human mouth.

"Dental attendant": A female worker who waits on and/or assists a dentist.

## 4.—Hours of Duty.

(a) Except in the case of the female clerical staff, the ordinary hours of work shall not exceed forty (40) in any one week, and shall be worked between 8 a.m. and 6 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday and between 8 a.m. and 12 noon on Saturday, with fifty-five (55) minutes for lunch between the hours of 12 noon and 2 p.m.

(b) The ordinary hours of work for the female clerical staff shall be the same as for similar workers in the Public Service, but such workers may be called upon to work on Saturday mornings between the hours of 9 a.m. and 12 noon at ordinary time rates.

(c) Notwithstanding the provisions of subclause (a) hereof, the week's work of forty (40) hours of all workers or any worker or group of workers covered thereby may at any time be worked by agreement between the Union and the Board of Management of the Hospital in five days from Monday to Friday inclusive.

## 5.—Overtime.

(a) Except in the case of the female clerical staff all work performed outside of the above hours, at the direction of the superintendent, shall be regarded as overtime, and shall be paid for at the rate of time and a half for the first two hours and thereafter double time.



(b) In the case of the female clerical staff overtime, when approved by the Secretary, shall be on the scale and under the conditions set out in clause 3 of the Agreement dated the 11th day of October, 1948, made between the Civil Service Association of Western Australia (Incorporated) and the Public Service Commissioner of Western Australia.

(c) i. The Board of Management may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

ii. The union or worker or workers covered by the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

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

6.—Record.

(a) A time book, open to inspection by an accredited representative of the Union, shall be kept, in which the worker shall record the exact time he or she commences and finishes work each day and also the meal hour.

(b) Wages sheets shall be open for inspection by the Union representative at the head office of the institution.

7.—Annual Holidays.

A holiday of two (2) weeks on full pay shall be granted to each worker on the completion of each year of service. Any worker not completing the full year of service shall be paid holiday pay in proportion to the length of his or her service.

8.—Public Holidays.

The following days shall be observed as holidays: New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day and Boxing Day, together with any other day which is declared a public holiday for the State Service in Western Australia.

Except in the cast of the female clerical staff any worker required to work on any of the foregoing days shall be paid at the rate of double time.

In the case of work done by the female clerical staff on any of the foregoing days, clause 3 of the Agreement dated the 11th day of October, 1948, referred to in clause 5 above, shall apply.

9.—Long Service Leave.

The conditions governing the granting of long service leave to full-time Government wages employees generally shall apply to workers covered by this Award.

10.—Sick Leave.

Sick leave with pay shall be granted on the following scale on production of an adequate medical certificate, or in regard to leave not exceeding three (3) days, other evidence satisfactory to the superintendent.

In the case of personal illness, sick leave shall be granted as follows: After three months' service and less than three years' service, one month on full pay and one month on half pay. After three years' service, two months on full pay.

The total sick leave in any one triennial period shall not exceed two months. The triennial period shall be the three years preceding the date of illness for which leave is claimed.

No payment for sick leave shall be made when the illness is due to the worker's own misconduct.

11.—Wages and Salaries.

Basic Wage:	Per Week.
	£ s. d.
Metropolitan Area—	
Males .. .. .	6 1 7
Females .. .. .	3 5 8

11.—Wages and Salaries—continued.

	Margin over Basic Wage.
	£ s. d.
Classifications:	
(a) Dental Mechanic—	
Male .. .. .	19 7
Female .. .. .	1 1 2
(b) Orderlies—	
1st year of service .. .. .	5 0
2nd year of service .. .. .	10 0
3rd year of service .. .. .	14 0
(c) Dental Attendant—	
i. Adults (over 19 years of age and with at least two (2) years' experience)—	
During 1st year of service as adult	17 6
During 2nd years of service as adult	1 2 6
During 3rd year of service as adult	1 5 0
Thereafter .. .. .	1 5 0
ii. Adults (over 19 years of age but with less than two (2) years' experience)—	
1st six months of service .. .. .	2 6
2nd six months of service .. .. .	7 6
2nd year of service .. .. .	12 6
Thereafter rates as in (c) (i) commencing at 1st year.	
(d) Apprentices—	
(The employment of apprentices shall be governed by the provisions of the Schedule attached hereto.)	

	Percentage of Basic Wage or Margin over Basic Wage.	
	Male	Female
1st six months of service .. .. .	20%	—
2nd six months of service .. .. .	25%	—
1st year of service .. .. .	—	46%
2nd year of service .. .. .	35%	56%
3rd year of service .. .. .	55%	78%
4th year of service .. .. .	80%	98%
5th year of service .. .. .	95%	8s. 9d.

Liberty to apply is reserved in respect to item (a) dental mechanic and item (d) female apprentices.

(e) Clerical staff—Females: The salaries of the female clerical staff shall be as follows:—

(i) Annual equivalent of basic rate—females—Metropolitan Area, as at the 1st November, 1948, £171.

(ii) "Basic rate" for the purpose of this Award means the nearest pound (£) to the result obtained by multiplying the female basic wage for the Metropolitan Area as declared from time to time by the Court by fifty-two and one-sixth (52 1/6th).

(iii) Female adult clerks, typists and machinists shall be paid the following margins over the basic rate:—

	£	£
21 years of age or 1st year of service .. .. .	70	+ 3
22 years of age or 2nd year of service .. .. .	80	+ 3
23 years of age or 3rd year of service .. .. .	95	+ 4
24 years of age or 4th year of service .. .. .	110	+ 4
25 years of age or 5th year of service .. .. .	125	+ 6

An employee who has been in receipt of a rate of pay equivalent to a margin of one hundred and twenty-five pounds (£125) per annum over the basic rate for one year or more shall be paid an allowance of fourteen pounds (£14) per annum, provided that—

- (1) in the case of a typist or clerk-typist she passes an examination in shorthand writing at the rate of 120 words and typewriting at the rate of 50 words per minute respectively;
- (2) in the case of a machinist she passes an examination in book-keeping and the operation of ledger-posting machines.

Such allowance to cease on promotion to a higher position.

An employee retained on the maximum of the automatic range for five (5) years and who is not in receipt of the allowance referred to in this subclause shall be paid an allowance of fourteen pounds (£14) per annum: Provided that such employee is eligible and would be recommended for promotion on the grounds of efficiency and good conduct; such allowance to cease on promotion to a higher position, or an employee refusing to accept promotion.

(iv) The rates of pay of female junior typists and machinists under the age of twenty-one (21) years shall be:—

Age.	Percentage (to be calculated to nearest £)	Basic Rate or Margin over Basic Rate.	Special Adjustment.
15 years	55%		—
16 years	70%		—
17 years	90%		—
18 years	£10		—
19 years	£30	+	3
20 years	£50	+	3

(v) An employee appointed to the staff after she has attained the age of twenty-one (21) years shall be entitled to a rate under paragraph (iii) of this subclause based on years of service and not on age.

(vi) The various salary rates expressed herein shall be automatically varied to conform to variations which are made from time to time in the equivalent salary rates applicable to officers under the Public Service Act, 1904-1947.

#### 12.—No Reduction.

Nothing contained in this Agreement shall operate to reduce the wages paid to any employee at the date of this Award.

#### 13.—Payment of Wages.

Wages and salaries shall be paid not later than Friday in each week.

#### 14.—Uniforms or Protective Clothing.

Dental attendants, mechanics and orderlies will be supplied with uniforms considered necessary by the Board of Management. The uniforms will remain the property of the Board and be laundered free.

#### 15.—Preference to Unionists.

All workers covered by this Agreement shall within fourteen days of commencing work make application to the Hospital Employees' Union for membership.

#### 16.—Engagement.

Two weeks' notice of termination of service shall be given by either side: Provided that an officer may be summarily dismissed for misconduct, in which case he shall be paid up to time of dismissal only.

#### 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 interpretations of the provision 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;
- iii. classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award.

(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, 1912-1941, which for this purpose are embodied in this Award.

I hereby certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 15th day of December, 1948.

(Sgd.) E. A. DUNPHY, President.

[L.S.]

Filed at my office this 15th day of December, 1948.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

#### Schedule.

#### APPRENTICESHIP REGULATIONS.

##### Definitions.

1. (1) "Act" means The Industrial Arbitration Act, 1912-1941, and any alteration or amendment thereof for the time being in force.

(2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

(4) "Court" means the Court of Arbitration.

(5) "Employer" includes any firm, company, or corporation.

(6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

##### Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationship herein contained.

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these regulations an employee is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

#### Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in the regulations and therein to be performed and discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

- (a) A chairman, to be appointed by the Court, and
- (b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

- (a) to endeavour to promote apprenticeships under this Award;
- (b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;
- (c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;
- (d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;
- (e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community.
- (f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8 (a) No employer shall refuse employment to any persons, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(b) In any proceeding for any contravention of this subclause it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this subclause.

#### Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian, or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(b) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(d) Every agreement of apprenticeship shall be subject to the provisions of the Award in force for the time being applicable to apprenticeship in the industry.

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five years, or such other period as may be prescribed by the Award, but this period may be reduced in special circumstances with the approval of the Court.

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.
- (c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.
- (d) The date at which the apprenticeship is to commence and the period of apprenticeship.
- (e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.
- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

#### Transfer of Apprentices.

12. (a) The Court shall have power to transfer an apprentice from (a) one employer to another and/or (b) from one trade to another, either temporarily or permanently—

- i. if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
- ii. upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be made out in quadruplicate and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(c) One copy of the transfer agreement shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

14. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a statement in writing setting forth the time he has served, full particulars of the branches

of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

15. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

#### Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

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

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

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.
- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.
- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

#### Extension of Term.

22. Subject to regulation 38, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine. (See also regulations 34 and 35.)

#### Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence courses as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes if any shall be four hours per week.

25. Any apprentice who:

- (a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or
- (b) fails to be diligent or behaves in an indecorous manner while in such school or class; or
- (c) destroys or fails to take care of any material or equipment in such school or class

shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

27. If the examiners or the industrial union or employer concerned make representations to the Court that the facilities provided by the technical school or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

28. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

#### Examinations.

29. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, if required by the examiners, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction, unless he is exempted from such attendance for good cause.

(c) The Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President, at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served.

32. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Registrar and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award for such period as may be recommended by the examiners but not exceeding twelve months. (See also regulation 23.)

35. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship agreement, or such other remedial measures (i.e., increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

#### Lost Time.

37. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award: Provided—

(a) payment for such sickness shall not exceed a total of two weeks in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer;

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

39. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

40. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

#### Part-time Employment.

41. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission—

(a) to employ the apprentice for such lesser time per week or per month and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial Award or Agreement for the trade, calling, or industry; or

(b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced pro rata.

#### Miscellaneous.

42. (1) The Registrar shall prepare and keep a roll of apprentices containing—

(a) a record of all apprentices and probationers placed with employers;

(b) a record of all employers with whom apprentices are placed;

(c) a record of the progress of each apprentice, recording the result of the examiners' reports;

(d) any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the union of workers interested upon request.

43. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this subclause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

(a) in special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded;

(b) refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1941, shall have the power to enter any premises, make such inspection of the premises, plant, machinery or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

45. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1941.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.) The Registrar,

Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full name.....
Address.....
Date of birth.....
Trade..... (Branch).....
School last attended..... Standard passed.....
Signature.....

Signature of Parent (or Guardian).

Date.....

Form B.

To the Registrar, Arbitration Court, Perth.

1. I give you notice that on the..... day of..... 19..... an agreement was reached whereby..... on the..... day of..... 19..... entered my service as an apprentice to the..... branch of the..... trade, and that in accordance with the provisions of Section 129 (1) of the Industrial Arbitration Act, 1912-1941, as reprinted, the said..... will be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship.

2. I also make application under Section 130 (2) of the Act quoted for the registration of the agreement of apprenticeship such registration to take place at the completion of the period of probation, with effect from the date of commencing the period of probation, unless an objection shall have been made to the registration.

3. The agreements of apprenticeship, in triplicate, as provided for in the appropriate award made by, or industrial agreement registered at the Court are submitted for registration at the conclusion of the period of probation.

Signature of Employer.

Address of Employer.

Date.....

Form C.

(Regulation 14.)

Certificate of Service.

This is to certify that..... of..... has served..... years..... months at the..... branch of the..... trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

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

(Signature of Employer).....

Form D.

Certificate of Proficiency.

This is to certify that..... has satisfied the Examiners of..... competence in the..... branch of the..... trade at the examination proper to the..... year of..... service as apprentice.

Dated the..... day of..... 19.....

Registrar.

Form E.

Final Certificate.

This is to certify that..... of..... has completed the period of training of..... years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the..... trade.

Dated at..... the..... day of..... 19.....

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT, made this..... day of..... 19..... between..... (address)..... (occupation) (hereinafter called "the employer"), of the first part..... of..... 19..... (hereinafter called "the apprentice"), of the second part, and..... (address)..... (occupation)..... parent (or guardian) of the said..... (hereinafter called the "parent" or "guardian"), of the third part, witnesseth as follows:—

1. The apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of..... for a period of..... years, from the..... day of....., one thousand nine hundred and.....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follow:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1941, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of..... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice when available, shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employers' expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1941, or any Act or Acts amending the same and any regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

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

Signed, sealed and delivered by the said ..... in the presence of.....  
(Signature of Guardian)

And by the said.....  
in the presence of.....  
(Signature of Apprentice)

And by.....of the said  
.....for and on behalf  
of the said.....  
in the presence of.....  
(Signature of Employer)

Noted and Registered this.....day of  
.....19.....  
.....Registrar.

IN THE COURT OF ABRITRATION OF WESTERN AUSTRALIA.

No. 35 of 1947.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Paterson & Company Ltd., Westralian Farmers Co-operative Ltd., and the Mount Barker Co-operative Ltd., Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note: Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Scope.

This Award shall apply to all workers employed by the employers in the apple and pear packing and storing industry; provided that it shall not apply to any orchardist packing apples and pears on his own property; provided further that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the provisions of the Industrial Arbitration Act, 1912-1948.

2.—Area.

This Award shall have effect over that portion of the State of Western Australia comprised within the South-West Land Division thereof.

3.—Term.

This Award shall operate for a period of one (1) year commencing as from the beginning of the first pay period after the date hereof.

4.—Contract of Service.

(a) Except in the case of casual workers 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, and wages in such a case shall be paid up to the time of dismissal only.

(b) The services of a casual worker, namely, a worker who is employed for less than one week may be terminated by giving one hour's notice, provided that any worker other than a worker who is notified at the end of the day that his services are no longer required, who presents himself for work shall be paid a minimum of two (2) hours.

(c) Casual worker shall be paid ten per cent. (10%) in addition to the rates prescribed in clause 19.

5.—Representative Interviewing Workers.

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

to interview 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 week.

#### 6.—Posting Award and Union Notices.

The shop steward shall not be prevented from posting a copy of this Award or any notice of the union, not exceeding fourteen (14) inches by nine (9) inches in a suitable place agreed upon between the employer and the union. Failing agreement in this connection, the Board of Reference shall decide where the copy of the Award or the said notice shall be posted.

#### 7.—Time and Wages Record.

The employer shall keep or cause to be kept a record containing the following particulars:—

- (a) the name of each worker;
- (b) the class of work performed;
- (c) the hours worked each day;
- (d) the wage (and overtime if any) paid;
- (e) the age of each junior worker.

Such record shall be open to the inspection of an accredited representative of the union.

#### 8.—Aged and Infirm Workers.

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

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

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

#### 9.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to the higher rate whilst so employed.

#### 10.—Junior Worker's Certificate.

Junior workers upon being engaged shall if required furnish the employer with a certificate containing the following particulars:—

- (a) name in full;
- (b) age and date of birth;
- (c) name of each previous employer and length of service with each such employer;
- (d) class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of the employer shall be endorsed on the certificate and signed by the employer upon request of the worker. No worker shall have any claim upon an employer for additional pay in the event of the age or length of service of the worker being wrongly stated on the certificate. If any worker shall wilfully misstate his age or length of service in the above certificate, he alone shall be guilty of a breach of this Award.

#### 11.—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.

#### 12.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

#### 13.—Board of Reference.

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

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

- (a) adjusting any matters of difference which may arise from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award;
- (c) 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, 1912-1948, which for the purpose are embodied in this Award.

#### 14.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one 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 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.

#### 15.—Hours.

(a) The ordinary working hours shall not exceed forty (40) per week to be worked in five (5) days, Monday to Friday, inclusive.

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

(c) No day's work shall exceed eight (8) hours to be worked between 7 a.m. and 6 p.m.: Provided that in the case of cleaners the ordinary hours of work may be performed outside the hours set out above.

#### 16.—Shift Work.

(a) When shift work is worked, the starting and finishing times may be fixed from time to time by agreement in writing between the employer and the union, or failing agreement, by the Board of Reference.

(b) One shilling (1s.) per shift extra shall be paid to shift workers (other than day shift workers) whose shifts do not rotate.

(c) No worker under sixteen (16) years of age shall be employed as a shift worker.

#### 17.—Overtime.

(a) Except in the case of pieceworkers, all work performed before the usual starting time or after the usual finishing time or beyond eight (8) hours on any day, Monday to Friday inclusive, and all work performed on Saturday shall be paid for at the rate of time and a half.

(b) All work performed on Sunday or the holidays prescribed by clause 18 (a) hereof shall be paid for at the rate of double time.



(c) Notwithstanding anything contained in this Award—

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

18.—Holidays and Annual Leave.

(a) The following days or the days observed in lieu shall, subject to clause 17, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day (26th January), Good Friday, Easter Monday, Labour Day, State Foundation Day, King's Birthday, 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 day being an ordinary working day for each such holiday, observed as aforesaid.

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

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

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

(h) A worker who is dismissed for misconduct or 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.

19.—Wages.

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

	Per Week.	
	Males.	Females.
	£ s. d.	£ s. d.
(a) Basic Wage:		
Within a radius of 15 miles of the G.P.O., Perth ..	6 4 9	3 7 4
Outside a 15-mile radius of the G.P.O., Perth, but within the South-West Land Division .. .. .	6 4 4	3 7 2

19.—Wages—continued.

(b) Adult Males—	Margin over Male Basic Wage Per Week.	
	£	s. d.
Leading hand .. .. .	1	10 0
Lumper at Front Door .. .. .	18	0
Filling Hopper for grader .. .. .	18	0
Loading rail truck or motor lorry .. .. .	18	0
Handling and/or stacking from grader .. .. .	18	0
Competent box maker .. .. .	1	3 0
Competent nailer down .. .. .	1	3 0
All others .. .. .	12	0
	Margin over Female Basic Wage Per Week.	
	£	s. d.
(c) Adult Females—		
Competent packers .. .. .	1	19 0
Competent sorters .. .. .	1	19 0
All others .. .. .	1	13 0
	% of Male Basic Wage Per Week.	
(d) Junior Males—		
14 to 15 years of age .. .. .	50	
15 to 16 years of age .. .. .	50	
16 to 17 years of age .. .. .	55	
17 to 18 years of age .. .. .	65	
18 to 19 years of age .. .. .	75	
19 to 20 years of age .. .. .	85	
20 to 21 years of age .. .. .	90	
	% of Female Basic Wage Per Week.	
(e) Junior Females—		
15 to 16 years of age .. .. .	70	
16 to 17 years of age .. .. .	80	
17 to 18 years of age .. .. .	90	
18 to 19 years of age .. .. .	100	
	Margin over Female Basic Wage Per Week.	
19 to 20 years of age .. .. .	5s.	
20 to 21 years of age .. .. .	10s.	

20.—Definitions.

For the purpose of clause 19 (Wages):—

- (a) A "competent packer" shall mean a worker who packs 350 bushels of apples per week of 40 hours.
- (b) A "competent nailer-down" shall mean a worker who nails down 700 cases per day of eight hours.
- (c) A "competent box-maker" shall mean a worker who makes 200 boxes per day of eight hours.

21.—Piecework.

- (a) An employer may make a contract with a worker or group of workers for payment by results by piecework.
- (b) A worker working under any system of payment by results shall be paid at least the time rate of pay apportioned if necessary.
- (c) Where a worker works part of a week at piecework rates and part at time rates he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done, and, in addition thereto, such proportionate amount at time rates as prescribed in this Award for the portion of the week worked at time rates.

22.—Meal Money.

When a worker without being notified on the previous day is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

23.—First Aid.

An adequate first aid kit shall be provided on the job by the employer.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of February, 1949.

[L.S.]

(Sgd.) E. A. DUNPHY, President.

Filed at my office this 28th day of February, 1949.

(Sgd.) S. WHEELER, Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 35A of 1947.

Between The Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Swan Settlers' Association, A. G. Watt, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties and whereas the said dispute was referred into Court for the purpose of hearing and determination and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court now therefore the Court pursuant to Section 65 of the Industrial Arbitration Act, 1912-1948, and all other powers therein enabling it hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

MEMORANDUM OF AGREEMENT.

(Note:— Wherever the word "Award" occurs herein it shall be taken to mean and include "Agreement".)

1.—Name.

This Award shall be known as "The Dried Vine Fruits Industry Award, 1949."

2.—Scope.

This Award shall apply to all workers employed by the employers in the Dried Vine Fruits Industry.

3.—Area.

This Award shall have effect over that portion of the State of Western Australia comprised within the South-West Land Division thereof.

4.—Term.

This Award shall operate for a period of one (1) year commencing as from the beginning of the first pay period after the date hereof.

5.—Contract of Service.

(a) Except in the case of casual workers 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, and wages in such a case shall be paid up to the time of dismissal only.

(b) The services of a casual worker, namely a worker who is employed for less than one week may be terminated by giving one hour's notice, provided that any worker other than a worker who is notified at the end of the day that his services are no longer required, who presents himself for work shall be paid a minimum of two (2) hours.

(c) Casual worker shall be paid ten per cent. (10%) in addition to the rates prescribed in clause 20.

6.—Representative Interviewing Workers.

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

7.—Posting Award and Union Notices.

The shop steward shall not be prevented from posting a copy of this Award or any notice of the Union, not exceeding fourteen (14) inches by nine (9) inches in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection, the Board of Reference shall decide where the copy of the Award or the said notice shall be posted.

8.—Time and Wages Record.

The employer shall keep or cause to be kept a record containing the following particulars:—

- (a) The name of each worker.
- (b) The class of work performed.
- (c) The hours worked each day.
- (d) The wage (and overtime, if any) paid.
- (e) The age of each junior worker.

Such record shall be open to the inspection of an accredited representative of the Union.

9.—Aged and Infirm Workers.

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

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

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

10.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to the higher rate whilst so employed.

11.—Junior Worker's Certificate.

Junior workers upon being engaged shall if required furnish the employer with a certificate containing the following particulars:—

- (a) Name in full.
- (b) Age and date of birth.
- (c) Name of each previous employer and length of service with each such employer.
- (d) Class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of the employer shall be endorsed on the certificate and signed by the employer upon request of the worker. No worker shall have any claim upon an employer for additional pay in the event of the age or length of service of the worker being wrongly stated on the certificate. If any worker shall wilfully misstate his age or length of service in the above certificate, he alone shall be guilty of a breach of this award.

12.—Breakdowns, Etc.

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

13.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

14.—Board of Reference.

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

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

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

(b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award;

(c) 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, 1912-1948, which for the purpose are embodied in this Award.

15.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12) 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 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.

16.—Hours.

(a) The ordinary working hours shall not exceed forty (40) per week to be worked in five (5) days, Monday to Friday, inclusive.

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

(c) No day's work shall exceed eight (8) hours to be worked between 7 a.m. and 6 p.m.: Provided that in the case of cleaners the ordinary hours of work may be performed outside the hours set out above.

17.—Shift Work.

(a) When shift work is worked, the starting and finishing times may be fixed from time to time by agreement in writing between the employer and the Union, or failing agreement, by the Board of Reference.

(b) One shilling (1s.) per shift extra shall be paid to shift workers (other than day shift workers) whose shifts do not rotate.

(c) No worker under sixteen (16) years of age shall be employed as a shift worker.

18.—Overtime.

(a) Except in the case of pieceworkers, all work performed before the usual starting time or after the usual finishing time or beyond eight (8) hours on any day Monday to Friday inclusive and all work performed on Saturday shall be paid for at the rate of time and a half.

(b) All work performed on Sunday or the holidays prescribed by Clause 19 (a) hereof shall be paid for at the rate of double time.

(c) Notwithstanding anything contained in this Award:—

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

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

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

19.—Holidays and Annual Leave.

(a) The following days or the days observed in lieu shall, subject to Clause 18, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day (26th January), Good Friday, Easter Monday, Labour Day, State Foundation Day, King's Birthday, 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 day being an ordinary working day for each such holiday observed as aforesaid.

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

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

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

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

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

20.—Wages.

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

	Margin Per Week.
	£ s. d.
(a) Basic Wage:—	
Within a radius of 15 miles of the G.P.O. Perth . . . . .	6 4 9
Outside a 15 mile radius of the G.P.O. Perth, but within the South-West Land Division . . . . .	6 4 4
	Margin over Basic Wage Per Week.
	£ s. d.
(b) Adult Males:—	
Weigher in . . . . .	1 3 0
Printing machine operator . . . . .	15 0
Circular saw operator . . . . .	18 0
Wiring machine operator . . . . .	15 0
Nailing machine operator . . . . .	15 0
Press operator (both ends) . . . . .	12 0
Lumping at front door or feeding hopper by hand . . . . .	15 0
Handling and/or stacking boxes . . . . .	15 0
All others . . . . .	12 0

20.—Wages—*continued.*

(c) Junior Males:—	% of Male Basic Wage Per Week.
14 to 15 years of age .. .. .	50
15 to 16 years of age .. .. .	50
16 to 17 years of age .. .. .	55
17 to 18 years of age .. .. .	65
18 to 19 years of age .. .. .	75
19 to 20 years of age .. .. .	85
20 to 21 years of age .. .. .	90

## 21.—Leading Hands.

Leading hands appointed as such by the employer shall be paid at the rate of one shilling and sixpence (1s. 6d.) per day in addition to the rates prescribed in Clause 20 hereof.

## 22.—Piecework.

(a) An employer may make a contract with a worker or group of workers for payment by results by piecework.

(b) A worker working under any system of payment by results shall be paid at least the time rate of pay apportioned if necessary.

(c) Where a worker works part of a week at piecework rates and part at time rates he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done, and, in addition thereto, such proportionate amount at time rates as prescribed in this Award for the portion of the week worked at time rates.

## 23.—Meal Money.

When a worker without being notified on the previous day is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

## 24.—First Aid.

An adequate first aid kit shall be provided on the job by the employer.

I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-1948, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth, this 8th day of April, 1949.

[L.S.] (Sgd.) E. A. DUNPHY,  
President.

Filed at my office this 8th day of April, 1949.

(Sgd.) S. WHEELER,  
Clerk of the Court of Arbitration.

## INDUSTRIAL AGREEMENT.

(No. 2 of 1949. Registered 9/2/1949.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this tenth day of January, 1949, between The Federated Clerks' Union of Australia, Industrial Union of Workers (W.A. Branch) (hereinafter called the Union) of the one part and the Minister in Charge West Australian Meat Export Works (hereinafter called the Minister) of the other part witnesseth as follows—

## 1.—Scope.

This Agreement shall apply to all employees of the West Australian Meat Export Works, male or female, engaged on clerical work or as telephonists with the exception of the Manager, Accountant, Sales Manager, Cold Store Manager, Purchasing Officer and Chief Clerk.

## 2.—Definitions.

"Manager" shall mean the Manager of the West Australian Meat Export Works.

"Metropolitan area" shall be taken to include all places within a radius of fifteen miles from the Perth Railway Station.

## 3.—Hours of Duty.

As from the date of signature to this Agreement the normal hours of duty shall be 40 hours per week provided that where reasonably possible 37½ hours only shall be worked, the normal hours of work to be 8 a.m. to 5.30 p.m. week days, and 8 a.m. to 12 noon on Saturdays with a maximum of 7¼ normal hours in any one day, four only on Saturdays. Provided also that the week's work may in any case be worked in five days from Mondays to Fridays inclusive as may be arranged between the employees concerned and the management.

## 4.—Classification.

The classification of positions and employees and the fixing of salaries of employees shall be vested in the Minister subject to the right of appeal as provided in clause 26 of this Agreement.

In making a classification under this clause the Minister shall adhere to the salary scales provided in this Agreement.

## 5.—Basic Wage.

The basic wage hereinafter referred to shall be as determined from time to time by the Court of Arbitration of Western Australia but at the date of operation of this Agreement was £5 12s. 9d. per week for males and £3 0s. 11d. per week for females.

"Basic rate" means in the case of males and females employed in the metropolitan area, the nearest £ to the result obtained by multiplying the male or female basic wage respectively for that area as declared from time to time by the Court of Arbitration of Western Australia, by fifty-two and one-sixth (52 1/6th). At the date of operation of this Agreement the basic rate for males was £294 per annum and for females £159 per annum.

## 6.—Male Juniors.

(a) The rates of pay of male juniors under the age of 21 years shall be:—

Age	Percentage (to be calculated to nearest £) of Basic Rate
15 years and under .. .. .	35%
16 years .. .. .	45%
17 years .. .. .	57½%
18 years .. .. .	70%
19 years .. .. .	85%
20 years .. .. .	95%

(b) A junior who is a married man or who is the support of those related to him, on approval of the manager, shall be paid an allowance equivalent to the next higher grade than the rate of pay according to age.

## 7.—Male Adults.

(a) Male adults shall be paid the following margins over the basic rate:—

Automatic Range.	Margin.
Years of Service.	£
1st year of adult service .. .. .	20
2nd year of adult service .. .. .	35
3rd year of adult service .. .. .	50
4th year of adult service .. .. .	70
5th year of adult service .. .. .	85
6th year of adult service .. .. .	105
7th year of adult service .. .. .	125

Provided that—

- i. An employee aged 22 years at the date of engagement shall be paid not less than the second year of service rate.
- ii. An employee aged 23 years or over at the date of engagement shall be paid not less than the third year of service rate.

(b) Classes and grades beyond a margin of £125 per annum over the basic rate shall be those set out in clause 11 subclause (a) of this Agreement.

(c) A male adult who is a married man or who is the support of those related to him, on the approval of the manager, shall be paid an allowance equivalent to the next higher grade than the rate of pay according to years of adult service with a maximum margin inclusive of such allowance of one hundred and twenty-five pounds (£125) per annum over the basic rate: Provided that the employee concerned has served continuously with the West Australian Meat Export Works for a period of at least two years in a clerical capacity.

(d) An employee retained on the maximum of the automatic range for five (5) years shall be paid an allowance of fourteen pounds (£14) per annum: Provided that such employee is eligible and would be recommended for promotion on the grounds of efficiency and good conduct; such allowance to cease on promotion to a higher position or an employee refusing to accept promotion.

8.—Female Junior Clerks, Typists and Machinists.

The rates of pay of female junior clerks, typists and machinists under the age of 21 years shall be:—

Age	Percentage (to be calculated to nearest £) of Basic Rate or Margin over Basic Rate
15 years .. .. .	55%
16 years .. .. .	70%
17 years .. .. .	90%
18 years .. .. .	£10
19 years .. .. .	£30
20 years .. .. .	£50

9.—Female Adult Clerks, Typists and Machinists.

(a) Female adult clerks, typists and machinists shall be paid the following margins over the basic rate:—

Automatic Range.

Years of Service.	Margin £
1st year of adult service .. .. .	70
2nd year of adult service .. .. .	80
3rd years of adult service .. .. .	95
4th year of adult service .. .. .	110
5th year of adult service .. .. .	125

(b) Classes and grades beyond a margin of £125 per annum over the basic rate shall be those set out in clause 11, subclause (a) of this Agreement.

(c) An employee who has been in receipt of a rate of pay equivalent to a margin of one hundred and twenty-five pounds (£125) per annum over the basic rate for one year or more shall be paid an allowance of fourteen pounds (£14) per annum, provided that—

- i. in the case of a typist or clerk-typist she passes an examination in shorthand writing at the rate of 120 words and typewriting at the rate of 50 words per minute, respectively;
- ii. in the case of a machinist she passes an examination in bookkeeping and the operation of ledgerposting machines.

Such allowance to cease on promotion to a higher position.

(d) An employee retained on the maximum of the automatic range for five (5) years and who is not in receipt of the allowance referred to in subclause (c) hereof shall be paid an allowance of fourteen pounds (£14) per annum: Provided that such employee is eligible and would be recommended for promotion on the grounds of efficiency and good conduct; such allowance to cease on promotion to a higher position, or an employee refusing to accept promotion.

10.—Female Telephonists and Assistants.

The rates of pay of female telephonists and assistants shall be:—

Years of service.	Percentage (to be calculated to nearest £) of Basic Rate or Margin over Basic Rate.
1st year .. .. .	55%
2nd year .. .. .	70%
3rd year .. .. .	90%
4th year .. .. .	£10
5th year .. .. .	£30
6th year .. .. .	£50

(Maximum of lower grade for Telephonists)

7th year .. .. .	£70
8th year .. .. .	£80

(Maximum of higher grade for Telephonists)

Provided that in any case a female employee appointed on years of service basis shall be paid an amount at least equivalent to the basic rate upon attaining the age of 21 years.

11.—Classes and Grades Above the Automatic Ranges.

(a) The following classes and grades therein shall apply to male and female employees who are classified above respective automatic ranges:—

Class.	Margins over Basic Rate		
	Minimum.	Intermediate.	Maximum.
	Grade.		
	£	£	£
8 .. .. .	139	153	167
7 .. .. .	181	—	195
6 .. .. .	209	223	237
5 .. .. .	251	265	279
4 .. .. .	293	—	319
3 .. .. .	345	—	371
2 .. .. .	397	423	449
1 .. .. .	475	—	501

The following incremental scale, expressed in margins over the basic rate, shall apply:—

£139	£153	£167	£181	£195
£209	£223	£237	£251	£265
£279	£293	£319	£345	£371
£397	£423	£449	£475	£501

(b) In making a classification under this clause the Minister may—

- i. amalgamate any two (2) classes;
- ii. fix a limit at the following places only—
  - within class 6 at the minimum and intermediate grade;
  - within class 5 at the intermediate grade;
  - within class 2 at the intermediate grade.

12.—Variations of Classes and Grades.

The various salary rates set out in this Agreement shall be varied automatically to conform to any variations which may be made from time to time in the equivalent salary rates applying to officers under the Public Service Act, 1904-1947. Any such variations shall apply from the date that the variations have effect in respect of officers employed under the Public Service Act, 1904-1947.

13.—Annual Increments.

Subject to the certification of the manager as to good conduct, diligence and efficiency, employees classified in the classes referred to in clause 11, subclause (a) of this Agreement shall proceed from the minimum to the maximum of respective classes by annual increments according to the grades in such classes. In the case of all other employees progression from year to year shall be subject to a similar certification.

14.—Qualifications Allowance.

(a) A male adult who obtains a Diploma of Commerce at the University of Western Australia, or passes the final examinations of a recognised Institute of Accountants, or Secretaries or Cost Accountants, or passes in five units (including English I) of a degree course in Arts, Science or Law at the University of Western Australia, or who obtains an equal qualification approved by the manager, shall be paid, whilst in receipt of a rate of pay not exceeding a margin of two hundred and thirty-seven pounds (£237) per annum, an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale.

(b) A male adult who obtains a Degree at the University of Western Australia in Arts, Commerce, Science or Law, or who obtains an equal qualification approved by the manager shall be paid—

- i. whilst in receipt of a rate of pay not exceeding a margin of two hundred and sixty-five (£265) pounds per annum, an allowance equivalent to the difference between his rate of pay and the second higher grade in the incremental scale;
- ii. whilst in receipt of a rate of pay exceeding a margin of two hundred and sixty-five pounds (£265) per annum, but not exceeding a margin of two hundred and seventy-nine pounds (£279) per annum, an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale

## (c) Provided:

- i. that an employee who obtains more than one of the above qualifications shall only be entitled to payment of the allowance prescribed in either subclause (a) or subclause (b) hereof as the case may require, and no payment shall be made for more than one of the qualifications obtained;
- ii. that a qualifications allowance will not be payable if the employee concerned has had less than two years' continuous service in a clerical capacity with the West Australian Meat Export Works.

## 15.—Overtime.

(a) The following work when carried out by direction of the manager shall be classed as overtime—

- i. All work performed on Saturday afternoons, Sundays and public holidays;
- ii. all work performed before or after normal working hours on week days;
- iii. all work performed on Saturday mornings when not part of the normal hours of duty.

(b) Payment for overtime on the basis specified in subclause (d) shall only apply to employees whose margins over the basic rate do not exceed the maximum margin prescribed by clause 11 subclause (a) for class 3. Employees whose margins over the basic rate exceed the maximum margin prescribed for class 3 shall be allowed equivalent time off, such time off to be taken at the convenience of the management.

(c) With the exception of those employees commencing at 8 a.m., no claim for payment or time off shall be allowed in respect of any day on which the additional time worked amounts to less than an hour, or less than a quarter of an hour after the first hour provided that all time worked in any one week in excess of 40 hours, shall be at overtime rates. In the case of those employees commencing at 8 a.m., all time in excess of 7½ hours daily or 4 hours on Saturdays shall be paid at overtime rates with the present 5/- margin to be a minimum payment for any overtime worked.

(d) When overtime is paid for it shall be at the rate per hour ascertained by applying the following formula:—

## Week Days:

For the first 5 hours in any week—

$$\begin{array}{r} 5 \\ \text{Normal hourly rates } \times \frac{5}{4} \end{array}$$

For excess of 5 hours in any week—

$$\begin{array}{r} 3 \\ \text{Normal hourly rate } \times \frac{3}{2} \end{array}$$

## Saturday Mornings:

For time worked when not part of the normal hours of duty—

$$\begin{array}{r} 3 \\ \text{Normal hourly rate } \times \frac{3}{2} \end{array}$$

## Saturday Afternoons and Sundays:

$$\begin{array}{r} 2 \\ \text{Normal hourly rate } \times \frac{2}{1} \end{array}$$

Payment for all work performed on a public holiday shall be computed on the basis of normal time and shall be paid in addition to the day's pay which the employee would ordinarily receive in respect of such holiday.

For the purpose of this subclause "Normal Hourly Rate" shall not include any personal allowance, qualifications allowance and/or allowances for performing special duties unless otherwise approved by the manager.

(e) A break of at least thirty minutes must be made for meals between 12 noon and 2 p.m. when overtime is worked on a Saturday, Sunday or public holiday, and between 5 p.m. and 7 p.m. on any day on which overtime is worked. Such breaks shall not be recognised as overtime.

(f) The provisions of this clause shall not operate until the date of signature to this Agreement.

## 16.—Meal Expenditure Reimbursement.

(a) Where employees are required to work on after the usual time for ceasing duty they shall, where such additional duty necessitates taking a meal away from the usual place of residence, be reimbursed for each meal at the rate of 2s. 6d. and shall be reimbursed the cost of each meal necessarily taken away from the usual place of residence on Saturdays, Sundays and public holidays at the rate of 2s. 6d. for each meal, provided that in each case the overtime worked before and after the meal break totals not less than two hours.

(b) Reimbursement for expenditure on meals as provided in subclause (a) shall be in addition to payment for overtime.

## 17.—Higher Duties Allowance.

(a) An employee, other than one classified as a relieving officer, who is performing the duties of a position higher than that in which he himself is classified shall be paid higher duties allowance on the following basis:—

- i. When acting in a higher position for a continuous period exceeding three weeks, the minimum of which exceeds his own margin over the basic rate, the minimum of such position for the whole time he is acting;
- ii. when acting in a higher position for a continuous period exceeding three weeks, the minimum of which does not exceed his own margin over the basic rate, at the rate such employee would be receiving had he been permanently appointed to such higher position for the whole time he is acting;

Provided:

- i. that an allowance under this clause shall not be payable to a male or female employee classified as a junior or to a female employee when acting in a male position classified within the male clerical automatic range;
- ii. that a female employee acting in a male position classified above the male clerical automatic range shall be granted higher duties allowance on the basis of the female basic rate plus the male margin relative to the position in which she is acting.

(b) Where an employee classified as a relieving officer, acts or relieves in a position one class higher than his own for a continuous period exceeding one month in the same position, then higher duties allowance on the basis set out in subclause (a) shall be paid for the period in excess of one month; where a relieving officer acts or relieves in a position classified two or more classes higher than his own then the full provisions of subclause (a) shall apply.

(c) An employee acting in a higher position shall be entitled to receive an increased allowance equivalent to the annual increments he would have received had he been permanently appointed to such higher position for the whole time he is acting, provided that in the case of a relieving officer acting or relieving in a position one class higher than his own, the first month of service in the higher position shall not be taken into account.

(d) An allowance granted under this clause shall continue to be paid during periods of annual leave and sick leave not exceeding three weeks, provided that the employee had qualified for payment of the allowance by serving the required continuous period before taking such leave, and further that he resumes after such leave in the position in respect of which he was paid higher duties allowance. No payment of higher duties allowance shall be made for any period of long service leave or for any part of a period of annual leave or sick leave exceeding three weeks.

## 18.—Public Holidays and Annual Leave.

(a) All statutory and gazetted State Public Service holidays within the locality to which the holidays apply shall be observed.

(b) A period of two weeks' annual leave with pay shall be granted for each year of continuous service. Where the continuous service is over one month but less than twelve months pro rata leave shall be granted.

(c) Should any of the holidays referred to in sub-clause (a) occur during the period an employee is on annual leave, a day in lieu of any such holiday shall be added to the period of annual leave.

#### 19.—Long Service Leave.

(a) An employee who has completed ten years' continuous service shall be entitled to three calendar months' long service leave on full pay or six calendar months on half pay.

(b) For each subsequent period of seven years' continuous service an employee shall be entitled to an additional three calendar months' long service leave on full pay or six calendar months on half pay.

(c) The provisions of subclauses (a) and (b) shall apply as from the 26th March, 1948, provided that previous continuous service up to that date since the date an employee's last period of long service leave became due shall only be counted in full where the conditions prescribed in relation to that previous service provided for three months' long service leave on full pay on the basis of seven years' continuous service. Where such previous service would only have entitled an employee to three months' long service leave on full pay on the basis of ten years' continuous service, then the first eighteen months of such previous service shall not be counted.

(d) Continuous service shall not include the period during which an employee is on long service leave, or any period exceeding two weeks an employee is absent on leave without pay or any service an employee may have had before reaching the age of eighteen years.

(e) An employee who resigns (except a female employee who resigns because of marriage or approaching marriage) or is dismissed, shall not be entitled to long service leave or payment for long service leave other than that leave that had actually accrued to him prior to the date on which he resigned or the date of the offence for which he was dismissed.

(f) Any public holidays occurring during the period in which an employee is on long service leave will be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(g) Long service leave shall be taken as it falls due at the convenience of the management but the Minister may approve the accumulation of long service leave not exceeding six months in any particular case, provided that in the case of an employee who on the 26th March, 1948, had accumulated or within five years of such date shall accumulate at least six months' long service leave on full pay the Minister may approve the accumulation of his long service leave entitlement (inclusive of the long service leave already accumulated) up to a maximum of twelve months.

(h) A lump sum payment for long service leave accrued in accordance with this clause and for pro rata long service leave shall be made in the following cases:—

- i. To an employee who retires at or over the age of sixty years or who is retired on the grounds of ill health, provided that no payment shall be made for pro rata long service leave unless the employee has completed not less than twelve months' continuous service.
- ii. To a female employee who resigns on marriage or approaching marriage, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than three years' continuous service before the date on which her resignation becomes effective and provided further that she produces her marriage certificate before any payment is made.
- iii. To an employee who is retired for any other cause, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than three years' continuous service before the date of his retirement.
- iv. To the widow of an employee or to such other person as may be approved by the Minister in the event of the death of an employee, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his death.

(i) The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death which ever applies and no such payment shall exceed the equivalent of twelve months' salary.

#### 20.—Sick Leave.

(a) An employee on production of an adequate medical certificate shall be granted sick leave as follows:—

Continuous service not exceeding six months: Three working days on full pay.

Exceeding six months but not exceeding eighteen months: Ten working days on full pay.

Exceeding eighteen months but not exceeding three years: Ten working days on full pay and ten working days on half pay.

Exceeding three years and for each triennial period after the expiration of the first three years: One month on full pay.

(b) Indisposition not necessitating confinement to the house shall not be regarded as illness in respect of which leave of absence may be granted under this clause except under special circumstances as may be approved by the manager.

(c) Sick leave shall not be granted in respect of any absence due to an employee's own fault, neglect or misconduct.

#### 21.—Contract of Service.

The engagement of any employee shall be terminated by one week's notice on either side, such notice to expire on the usual pay day, excepting that an employee deemed guilty of gross misconduct or neglect of duty may be instantly dismissed or suspended and shall not be entitled to any such notice or payment in lieu.

#### 22.—Accrued Rights.

(a) No privilege or concession enjoyed by employees prior to the date of operation of this Agreement shall, unless expressly provided herein, be varied or cancelled solely by reason of the provisions of this Agreement.

(b) No employee shall as a result of this Agreement suffer any reduction in the total remuneration which he may have enjoyed prior to the date of the operation thereof.

#### 23.—Recognition of Union.

All employees bound by this Agreement shall be members of the Union: Provided that any employee appointed, who at the time of engagement is not a member of the Union, shall become a member within fourteen days.

#### 24.—Record Book.

A record shall be kept showing the name of each employee bound by this Agreement, the hours worked each day and the amount of salary received each pay. The said record shall be open to inspection by an accredited representative of the Union during working hours.

#### 25.—References.

A reference shall be given to an employee of not less than three months' service containing all necessary information in regard to length of service and duties performed.

#### 26.—Rights of Appeal.

(a) An Appeal Board consisting of a chairman, mutually agreed between the parties to this Agreement and two other representatives, one to be nominated by each of the parties, shall be set up, as may be required from time to time, to hear and determine any appeal by a member of the Union against a decision of the Minister in respect of—

- i. the title, classification, reclassification or salary of such member of the Union;
- ii. the interpretation or application of the provisions of this Agreement.

(b) The times within which written notice of appeal shall be lodged with the manager shall be as follows—

- i. in the case of an appeal in respect of title, classification or reclassification, twenty-eight days after the publication of such title, classification or reclassification;
- ii. in the case of an appeal against any other matter, twenty-eight days after the occurrence of the matter aforesaid.

(c) The decision of the Board shall be final and binding on all parties.

#### 27.—Term of Agreement.

This Agreement shall be for a term of three years commencing from the 26th March, 1948.

Provided that either party to this Agreement may after the 26th day of March, 1949, negotiate with the other party to amend or add to this Agreement, and if both parties agree, such Agreement may be amended by a supplementary Agreement which shall be concurrent with this Agreement.

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

Signed by The Minister in Charge West Australian Meat Export Works in the presence of—

H. W. Byfield, Asst. Under Treasurer.

L. THORN.

The Common Seal of The Federated Clerk's Union of Australia, Industrial Union of Workers (W.A. Branch) hereunto affixed in the presence of—

[L.S.]

W. S. Foulds, President.

W. R. Sawyer, Secretary.

### INDUSTRIAL AGREEMENT.

(No. 3 of 1949. Registered 9/2/1949.)

THIS Agreement made in pursuance of The Industrial Arbitration Act, 1912-1948, this 28th day of January, 1949, between The Federated Clerks' Union of Australia, Industrial Union of Workers (W.A. Branch) (hereinafter called the Union) of the one part and The Minister in Charge State Shipping Service (hereinafter called the Minister) of the other part witnesseth as follows:—

#### 1.—Scope.

This Agreement shall apply to all employees of the State Shipping Service, male or female, engaged on clerical work or as telephonists with the exception of the Accountant, the Wharf Superintendent and permanent officers employed under the Public Service Act, 1904-1947.

#### 2.—Definitions.

“Manager” shall mean the Manager of the State Shipping Service.

“Metropolitan area” shall be taken to include all places within a radius of fifteen miles from the Perth Railway Station.

#### 3.—Hours of Duty.

As from the date of signature to this Agreement the ordinary hours of duty shall be 37½ hours per week to be worked in five days from Mondays to Fridays inclusive.

#### 4.—Classification.

The classification of positions and employees and the fixing of salaries of employees shall be vested in the Minister subject to the right of appeal as provided in clause 27 of this Agreement.

In making a classification under this clause the Minister shall adhere to the salary scales provided in this Agreement.

#### 5.—Basic Wage.

The basic wage hereinafter referred to shall be as determined from time to time by the Court of Arbitration of Western Australia but at the date of operation of this Agreement was:—

##### Metropolitan Area—

Males .. .. . £5 12 9 per week.  
Females .. .. . £3 0 11 per week.

##### South-West Land Division—

Males .. .. . £5 12 6 per week.  
Females .. .. . £3 0 9 per week.

##### Other Areas—

Males .. .. . £6 1 4 per week.  
Females .. .. . £3 5 6 per week.

“Basic Rate” means in the case of:

(a) Males or females employed in the metropolitan area: the nearest £ to the result obtained by multiplying the male or female basic wage respectively for that area as declared from time to time by the Court of Arbitration of Western Australia by fifty-two and one-sixth (52 1/6th).

(b) Males or females whose headquarters are in an area for which an independent basic wage is declared: the nearest £ to the result obtained by multiplying the male or female basic wage, respectively, for that area as declared from time to time by the Court of Arbitration of Western Australia by fifty-two and one-sixth (52 1/6th).

At the date of operation of this Agreement the basic rate was:—

##### Metropolitan Area—

Males .. .. . £294 per annum  
Females .. .. . £159 per annum

##### South-West Land Division—

Males .. .. . £293 per annum  
Females .. .. . £158 per annum

##### Other Areas:

Males .. .. . £316 per annum  
Females .. .. . £171 per annum

#### 6.—Male Juniors.

(a) The rates of pay of male juniors under the age of 21 years shall be:—

Age	Percentage (to be calculated to nearest £) of Basic Rate.
15 years and under .. .. .	35%
16 years and under .. .. .	45%
17 years and under .. .. .	57½%
18 years and under .. .. .	70%
19 years and under .. .. .	85%
20 years and under .. .. .	95%

(b) A junior who is a married man or who is the support of those related to him, on approval of the Manager, shall be paid an allowance equivalent to the next higher grade than the rate of pay according to age.

#### 7.—Male Adults.

(a) Male adults shall be paid the following margins over the basic rate:—

##### Automatic Range.

Years of Service.	Margin. £
1st year of adult service .. .. .	20
2nd year of adult service .. .. .	35
3rd year of adult service .. .. .	50
4th year of adult service .. .. .	70
5th year of adult service .. .. .	85
6th year of adult service .. .. .	105
7th year of adult service .. .. .	125

Provided that—

- i. An employee aged 22 years at the date of engagement shall be paid not less than the second year of service rate.
- ii. An employee aged 23 years or over at the date of engagement shall be paid not less than the third year of service rate.

(b) Classes and grades beyond a margin of £125 per annum over the basic rate shall be those set out in clause 11 subclause (a) of this Agreement.

(c) A male adult who is a married man or who is the support of those related to him, on the approval of the Manager, shall be paid an allowance equivalent to the next higher grade than the rate of pay accord-



ing to years of adult service with a maximum margin, inclusive of such allowance of one hundred and twenty-five pounds (£125) per annum over the basic rate: Provided that the employee concerned has served continuously with the State Shipping Service for a period of at least two years in a clerical capacity.

(d) An employee retained on the maximum of the automatic range for five (5) years shall be paid an allowance of fourteen pounds (£14) per annum: Provided that such employee is eligible and would be recommended for promotion on the grounds of efficiency and good conduct; such allowance to cease on promotion to a higher position or an employee refusing to accept promotion.

8.—Female Junior Clerks, Typists and Machinists.

The rates of pay of female junior clerks, typists and machinists under the age of 21 years shall be:—

Age.	Percentage (to be calculated to nearest £) of Basic Rate or Margin over Basic Rate.
15 years .. .. .	55%
16 years .. .. .	70%
17 years .. .. .	90%
18 years .. .. .	£10
19 years .. .. .	£30
20 years .. .. .	£50

9.—Female Adult Clerks, Typists and Machinists.

(a) Female adult clerks, typists and machinists shall be paid the following margins over the basic rate:—

Year of Service.	Automatic Range.	Margin.
1st year of adult service .. .. .		£7
2nd year of adult service .. .. .		80
3rd year of adult service .. .. .		95
4th year of adult service .. .. .		110
5th year of adult service .. .. .		125

(b) Classes and grades beyond a margin of £125 per annum over the basic rate shall be those set out in clause 11, subclause (a) of this Agreement.

(c) An employee who has been in receipt of a rate of pay equivalent to a margin of one hundred and twenty-five pounds (£125) per annum over the basic rate for one year or more shall be paid an allowance of fourteen pounds (£14) per annum, provided that—

- i. in the case of a typist or clerk-typist she passes an examination in shorthand writing at the rate of 120 words and typewriting at the rate of 50 words per minute, respectively;
- ii. in the case of a machinist she passes an examination in bookkeeping and the operation of ledger-posting machines.

Such allowance to cease on promotion to a higher position.

(d) An employee retained on the maximum of the automatic range for five (5) years and who is not in receipt of the allowance referred to in subclause (c) hereof shall be paid an allowance of fourteen pounds (£14) per annum: Provided that such employee is eligible and would be recommended for promotion on the grounds of efficiency and good conduct; such allowance to cease on promotion to a higher position, or an employee refusing to accept promotion.

10.—Female Telephonists and Assistants.

The rates of pay of female telephonists and assistants shall be:—

Years of Service.	Percentage (to be calculated to nearest £) of Basic Rate or Margin over Basic Rate.
1st year .. .. .	55%
2nd year .. .. .	70%
3rd year .. .. .	90%
4th year .. .. .	£10
5th year .. .. .	£30
6th year .. .. .	£50
(Maximum of lower grade for Telephonists)	
7th year .. .. .	£70
8th year .. .. .	£80
(Maximum of higher grade for Telephonists)	

Provided that in any case a female employee appointed on years of service basis shall be paid an amount at least equivalent to the basic rate upon attaining the age of 21 years.

11.—Classes and Grades Above the Automatic Ranges.

(a) The following classes and grades therein shall apply to male and female employees who are classified above respective automatic ranges:—

Class.	Margins over Basic Rate.		
	Minimum.	Intermediate.	Maximum.
	Grade.		
	£	£	£
8 .. .. .	139	153	167
7 .. .. .	181	—	195
6 .. .. .	209	223	237
5 .. .. .	251	265	279
4 .. .. .	293	—	319
3 .. .. .	345	—	371
2 .. .. .	397	423	449
1 .. .. .	475	—	501

The following incremental scale, expressed in margins over the basic rate, shall apply:—

£139	£153	£167	£181	£195
£209	£223	£237	£251	£265
£279	£293	£319	£345	£371
£397	£423	£449	£475	£501

(b) In making a classification under this clause the Minister may—

- i. amalgamate any two (2) classes.
- ii. fix a limit at the following places only—
  - within class 6 at the minimum and intermediate grade.
  - within class 5 at the intermediate grade.
  - within class 2 at the intermediate grade.

12.—Variations of Classes and Grades.

The various salary rates set out in this Agreement shall be varied automatically to conform to any variations which may be made from time to time in the equivalent salary rates applying to officers under the Public Service Act, 1904-1947. Any such variations shall apply from the date that the variations have effect in respect of officers employed under the Public Service Act, 1904-1947.

13.—Annual Increments.

Subject to the certification of the Manager as to good conduct, diligence and efficiency, employees classified in the classes referred to in clause 11, subclause (a) of this Agreement shall proceed from the minimum to the maximum of respective classes by annual increments according to the grades in such classes. In the case of all other employees progression from year to year shall be subject to a similar certification.

14.—Qualifications Allowance.

(a) A male adult who obtains a Diploma of Commerce at the University of Western Australia, or passes the final examinations of a recognised Institute of Accountants, or Secretaries or Cost Accountants, or passes in five units (including English I) of a degree course in Arts, Science or Law at the University of Western Australia, or who obtains an equal qualification approved by the Manager, shall be paid, whilst in receipt of a rate of pay not exceeding a margin of two hundred and thirty-seven pounds (£237) per annum, an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale.

(b) A male adult who obtains a degree at the University of Western Australia in Arts, Commerce, Science or Law, or who obtains an equal qualification approved by the Manager, shall be paid—

- i. whilst in receipt of a rate of pay not exceeding a margin of two hundred and sixty-five pounds (£265) per annum, an allowance equivalent to the difference between his rate of pay and the second higher grade in the incremental scale;
- ii. whilst in receipt of a rate of pay exceeding a margin of two hundred and sixty-five pounds (£265) per annum, but not exceeding a margin of two hundred and seventy-nine pounds

(£279) per annum, an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale.

(c) Provided:

- i. that an employee who obtains more than one of the above qualifications shall only be entitled to payment of the allowance prescribed in either subclause (a) or sub-clause (b) hereof as the case may require and no payment shall be made for more than one of the qualifications obtained;
- ii. that a qualifications allowance will not be payable if the employee concerned has had less than two years' continuous service in a clerical capacity with the State Shipping Service.

#### 15.—Overtime.

(a) The following work when carried out by direction of the Manager shall be classed as overtime:—

- i. all work performed on Saturdays, Sundays and public holidays;
- ii. all work performed before or after customary working hours on week days.

(b) Payment for overtime on the basis specified in subclauses (d) and (e) shall only apply to employees whose margins over the basic rate do not exceed £371 per annum. Employees whose margins over the basic rate exceed £371 per annum shall be allowed equivalent time off, such time off to be taken at the convenience of the Service.

(c) No claim for payment or time off shall be allowed in respect of any day on which the additional time worked amounts to less than one hour or less than a quarter of an hour after the first hour.

(d) Except as provided in sub-clause (e) overtime, when paid for, shall be at the rate per hour ascertained by applying the following formula:—

Week Days:

For first 5 hours in any week—

$$\begin{array}{r} \text{Fortnightly Salary} \quad 5 \\ \hline 75 \quad 4 \end{array} \times \frac{\quad}{\quad}$$

For excess of 5 hours in any week—

$$\begin{array}{r} \text{Fortnightly Salary} \quad 3 \\ \hline 75 \quad 2 \end{array} \times \frac{\quad}{\quad}$$

Saturday Mornings—

$$\begin{array}{r} \text{Fortnightly Salary} \quad 3 \\ \hline 75 \quad 2 \end{array} \times \frac{\quad}{\quad}$$

Saturday Afternoons and Sundays—

$$\begin{array}{r} \text{Fortnightly Salary} \quad 2 \\ \hline 75 \quad 1 \end{array} \times \frac{\quad}{\quad}$$

Payment for all work performed on a public holiday shall be computed on the basis of ordinary time and shall be paid in addition to the day's pay which the employee would ordinarily receive in respect of such holiday.

For the purpose of this clause "Fortnightly Salary" shall not include any district allowance, personal allowance, qualifications allowance and/or allowances for performing special duties unless otherwise approved by the Manager.

(e) All overtime worked outside customary working hours shall be paid for as follows:—

- i. employees whose margins over the basic rate do not exceed the maximum margin of the automatic range: in accordance with subclause (d);
- ii. employees whose margins over the basic rate exceed the maximum margin of the automatic range: in accordance with subclause (d) but on the basis of the hourly rate applicable to the maximum margin prescribed by clause 11, subclause (a) for class 8.

(f) An employee recalled for duty after an interval of three hours or more after his normal finishing time shall be paid at the appropriate overtime rate for a minimum of two hours.

(g) A break of at least thirty minutes must be made for meals between 12 noon and 2 p.m. when overtime is worked on a Saturday, Sunday or public holiday, and between 5 p.m. and 7 p.m. on any day on which overtime is worked. Such breaks shall not be recognised as overtime.

#### 16.—Meal Expenditure Reimbursement.

(a) Where employees are required to work on after the usual time for ceasing duty they shall, where such additional duty necessitates taking a meal away from the usual place of residence, be reimbursed for each meal at the rate of 2s. 6d. and shall be reimbursed the cost of each meal necessarily taken away from the usual place of residence on Saturdays, Sundays and public holidays at the rate of 2s. 6d. for each meal, provided that in each case the overtime worked before and after the meal break totals not less than two hours.

(b) Reimbursement for expenditure on meals as provided in subclause (a) shall be in addition to payment for overtime.

#### 17.—Higher Duties Allowance.

(a) An employee, other than one classified as a relieving officer, who is performing the duties of a position higher than that in which he himself is classified shall be paid higher duties allowance on the following basis:—

- i. when acting in a higher position for a continuous period exceeding twelve days (excluding Sundays and public holidays), the minimum of which exceeds his own margin over the basic rate, the minimum of such position for the whole time he is acting;
- ii. when acting in a higher position for a continuous period exceeding twelve days (excluding Sundays and public holidays), the minimum of which does not exceed his own margin over the basic rate, at the rate such employee would be receiving had he been permanently appointed to such higher position for the whole time he is acting.

Provided:

- i. that an allowance under this clause shall not be payable to a male or female employee classified as a junior or to a female employee when acting in a male position classified within the male clerical automatic range;
- ii. that a female employee acting in a male position classified above the male clerical automatic range shall be granted higher duties allowance on the basis of the female basic rate plus the male margin relative to the position in which she is acting.

(b) Where an employee classified as a relieving officer, acts or relieves in a position one class higher than his own for a continuous period exceeding one month in the same position, then higher duties allowance on the basis set out in subclause (a) shall be paid for the period in excess of one month; where a relieving officer acts or relieves in a position classified two or more classes higher than his own then the full provisions of subclause (a) shall apply.

(c) An employee acting in a higher position shall be entitled to receive an increased allowance equivalent to the annual increments he would have received had he been permanently appointed to such higher position for the whole time he is acting, provided that in the case of a relieving officer acting or relieving in a position one class higher than his own, the first month of service in the higher position shall not be taken into account.

(d) An allowance granted under this clause shall continue to be paid during periods of annual leave and sick leave not exceeding twelve days (excluding Sundays and public holidays), provided that the employee had qualified for payment of the allowance by serving the required continuous period before taking such leave, and further that he resumes after such leave in the position in respect of which he was paid higher duties allowance. No payment of higher duties allowance shall be made for any period of long service leave or for any part of a period of annual leave or sick leave exceeding twelve days (excluding Sundays and public holidays).

#### 18.—Public Holidays and Annual Leave.

(a) All statutory and gazetted State Public Service holidays within the locality to which the holidays apply shall be observed.

(b) A period of two weeks' annual leave with pay shall be granted for each year of continuous service. Where the continuous service is over one month but less than twelve months pro rata leave shall be granted.

(c) Should any of the holidays referred to in subclause (a) occur during the period an employee is on annual leave, a day in lieu of any such holiday shall be added to the period of annual leave.

#### 19.—Long Service Leave.

(a) An employee who has completed ten years' continuous service shall be entitled to three calendar months' long service leave on full pay or six calendar months on half pay.

(b) For each subsequent period of seven years' continuous service an employee shall be entitled to an additional three calendar months' long service leave on full pay or six calendar months on half pay.

(c) The provisions of subclauses (a) and (b) shall apply as from the 26th March, 1948, provided that previous continuous service up to that date since the date an employee's last period of long service leave became due shall only be counted in full where the conditions prescribed in relation to that previous service provided for three months' long service leave on full pay on the basis of seven years' continuous service. Where such previous service would only have entitled an employee to three months' long service leave on full pay on the basis of ten years' continuous service, then the first eighteen months of such previous service shall not be counted.

(d) Continuous service shall not include the period during which an employee is on long service leave, or any period exceeding two weeks an employee is absent on leave without pay or any service an employee may have had before reaching the age of eighteen years.

(e) An employee who resigns (except a female employee who resigns because of marriage or approaching marriage) or is dismissed, shall not be entitled to long service leave or payment for long service leave other than that leave that had actually accrued to him prior to the date on which he resigned or the date of the offence for which he was dismissed.

(f) Any public holidays occurring during the period in which an employee is on long service leave will be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(g) Long service leave shall be taken as it falls due at the convenience of the Service but the Minister may approve the accumulation of long service leave not exceeding six months in any particular case, provided that in the case of an employee who on the 26th March, 1948, had accumulated or within five years of such date shall accumulate at least six months' long service leave on full pay the Minister may approve the accumulation of his long service leave entitlement (inclusive of the long service leave already accumulated) up to a maximum of twelve months.

(h) A lump sum payment for long service leave accrued in accordance with this clause and for pro rata long service leave shall be made in the following cases:—

- i. To an employee who retires at or over the age of sixty years or who is retired on the grounds of ill health, provided that no payment shall be made for pro rata long service leave unless the employee has completed not less than twelve months' continuous service.
- ii. To a female employee who resigns on marriage or approaching marriage, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than three years' continuous service before the date on which her resignation becomes effective and provided further that she produces her marriage certificate before any payment is made.
- iii. To an employee who is retired for any other cause, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than three years' continuous service before the date of his retirement.

iv. To the widow of an employee or to such other person as may be approved by the Minister in the event of the death of an employee, provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his death.

(i) The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

#### 20.—Sick Leave.

An employee who is too ill to attend his duties may be granted sick leave, on production of an adequate medical certificate, for such period and upon such conditions as the Manager shall determine in each case.

#### 21.—Travelling Time.

Employees who in the course of their duties are called upon to travel after the usual time for ceasing duty may, at the discretion of the Manager, be granted time off in respect of such time or part of such time spent in travelling.

#### 22.—Outport Appointments.

(a) Where an employee is stationed at a North-West port the following special conditions shall apply:—

- i. District allowance shall be paid in accordance with the conditions applying to officers employed under the Public Service Act, 1904-1947.
- ii. Overtime in accordance with clause 15 shall not be paid.
- iii. Biennial leave of six weeks shall be granted, provided the employee is stationed North of 25 degrees S. latitude and spends his leave South of 25 degrees S. latitude.
- iv. If an employee desires to proceed to Fremantle for his biennial leave he shall be granted free return transport on State Shipping Service vessels for himself, wife and family under sixteen years of age. Such additional time as may be necessary to cover the ordinary time taken in travelling to and from Fremantle shall be granted.

(b) When an employee is transferred to a new locality the actual reasonable cost of conveyance of such employee as well as that of his wife and children dependent on him together with necessary household furniture and reasonable effects shall be met by the Service.

(c) An employee who is transferred on account of misconduct must bear the whole cost of his removal unless otherwise approved by the Manager.

#### 23.—Contract of Service.

The engagement of any employee shall be terminated by one month's notice on either side, such notice to expire on the usual pay day, excepting that an employee deemed guilty of gross misconduct or neglect of duty may be instantly dismissed or suspended and shall not be entitled to any such notice or payment in lieu: Provided that during the first month's service the engagement shall be on a weekly basis.

#### 24.—Accrued Rights.

(a) No privilege or concession enjoyed by employees prior to the date of operation of this Agreement shall, unless expressly provided herein, be varied or cancelled solely by reason of the provisions of this Agreement.

(b) No employee shall as a result of this Agreement suffer any reduction in the total remuneration which he may have enjoyed prior to the date of the operation thereof.

#### 25.—Recognition of Union.

All employees bound by this Agreement shall be members of the Union: Provided that any employee appointed, who at the time of engagement is not a member of the Union, shall become a member within fourteen days.

## 26.—Record Book.

A record shall be kept showing the name of each employee bound by this Agreement, the hours worked each day and the amount of salary received each pay. The said record shall be open to inspection by an accredited representative of the Union during working hours.

## 27.—Rights of Appeal.

(a) An Appeal Board consisting of a chairman, mutually agreed between the parties to this Agreement and two other representatives, one to be nominated by each of the parties, shall be set up, as may be required from time to time, to hear and determine any appeal by a member of the Union against a decision of the Minister in respect of:—

- i. the title, classification, reclassification or salary of such member of the Union;
- ii. the interpretation or application of the provisions of this Agreement;
- iii. dismissal from the Service.

(b) The times within which written notice of appeal shall be lodged with the Manager shall be as follows:—

- i. in the case of an appeal in respect of title, classification or reclassification, twenty-eight days after the publication of such title, classification or reclassification;
- ii. in the case of an appeal against any other matter, twenty-eight days after the occurrence of the matter aforesaid.

(c) The decision of the Board shall be final and binding on all parties.

## 28.—Term of Agreement.

This Agreement shall be for a term of three years commencing from the 26th March, 1948.

Provided that either party to this Agreement may after the 26th day of March, 1949, negotiate with the other party to amend or add to this Agreement, and if both parties agree, such Agreement may be amended by a supplementary Agreement which shall be concurrent with this Agreement.

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

Signed by the Minister in Charge State

Shipping Service in the presence of—

T. E. Owen.

ROSS McLARTY.

The Common Seal of The Federated Clerks' Union of Australia, Industrial Union of Workers (W.A. Branch) was hereunto affixed in the presence of—

V. Smith.

[L.S.]

W. F. FOULDS, President.

W. R. SAWYER, Secretary.

SCHEDULE OF POSITIONS CLASSIFIED ABOVE THE AUTOMATIC RANGE.

Position	Class
Chief Clerk . . . . .	4/5
Industrial Officer . . . . .	5
Assistant to Marine and Engineer Superintendents . . . . .	5
Assistant to Wharf Superintendent . . . . .	6
Costs and Statistics Clerk . . . . .	6
Clerk in Charge Carnarvon Office . . . . .	6
Wages and Salaries Clerk . . . . .	6(a)
Providoring and Stores Clerk . . . . .	7
Freight and Passage Clerk . . . . .	7
Clerk, Debtors and Agency Accounts . . . . .	7/8
Engineer Stores Clerk . . . . .	8
Relieving Clerks (2) . . . . .	8
Cashier . . . . .	8
Clerk, Creditors' Accounts . . . . .	8

(a) Limit fixed intermediate grade.

## INDUSTRIAL AGREEMENT No. 1 of 1949

(Registered 9/2/1949.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1941, this 15th day of November, 1948, between Amalgamated Millers and Mill Employees' Union of Workers of Western Australia, Northam of the one part, and Barrow Linton & Co., David Gray & Co. Pty. Limited, Westralian Farmers Co-operative Limited and Robert Brinton Young of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

## 1.—Scope.

This Agreement shall apply to workers engaged in the manufacture from linseed, linseed oil, linseed meal, grain or other substances, of food or licks for cattle, sheep, horses, dogs, poultry and other animals and/or in the crushing, grinding, preparation or handling of such foods or licks.

## 2.—Area.

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

## 3.—Term.

The term of this Agreement shall be for a period of one (1) year from its date.

## 4.—Wages

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

	Per Week.
	£ s. d.
(a) Basic Wage . . . . .	6 1 7
(b) Adult workers:—	Margin
	Per Week.
	£ s. d.
Provender Miller in charge of men and machinery . . . . .	2 0 0
Head storeman with power to engage or dismiss . . . . .	1 10 0
Head storeman without power to engage or dismiss . . . . .	1 6 0
Leading hand . . . . .	1 6 0
Packerman (solely operating packing machine) . . . . .	1 4 0
Storehands:—	
First three (3) months in the service of the employer . . . . .	15 0
Thereafter . . . . .	1 0 0
All others . . . . .	Nil

## (c) Junior Workers:—

	Percentage of Basic Wage per Week.
Under 16 years of age . . . . .	30
16 to 17 years of age . . . . .	40
17 to 18 years of age . . . . .	55
18 to 19 years of age . . . . .	65
19 to 20 years of age . . . . .	75
20 to 21 years of age . . . . .	85

## (d) Casual Workers:—

Casual workers shall be paid one shilling (1s.) per day in addition to the ordinary rates prescribed for the work performed.

The engagement of a casual worker shall be for not less than four (4) hours in any one day.

## 5.—Hours.

(a) Subject as hereinafter provided, forty (40) hours shall constitute a week's work.

(b) For day workers, the forty (40) hours shall be worked between 6 a.m. and 6 p.m. on Monday to Friday inclusive.

(c) Where afternoon and/or night shifts are worked the forty (40) hours may be worked between Monday and Saturday inclusive. Workers on afternoon and/or night shift shall be paid one shilling (1s.) for each such shift in addition to the ordinary rate prescribed in Clause 4 hereof.

## 6.—Overtime.

(a) All time worked in excess of eight (8) hours per day or before the usual starting time or after the usual finishing time shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter. Provided that a worker required to continue working after the completion of his regular shift because of the non-arrival of his relieving man shall be paid only at the rate of time and a half for all time so worked.

(b) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one hour, he shall be provided with any meal required or shall be paid two shillings (2s.) in lieu thereof. Provided that such payment need not be made to a worker living in the same locality as the factory, who could reasonably return home for a meal.

(c) All work done on Sunday, at the request of the employer, shall be paid for at the rate of double time, but where such work is done at the option of the worker so employed, then the ordinary overtime rates only shall be paid.

## 7.—Meal Times.

(a) Not more than one (1) hour per day shall be allowed for lunch between noon and 2 p.m.

(b) If a worker is required to work during his recognised meal time and the commencement of his meal is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

## 8.—Higher and Lower Grade Work.

Any worker directed to act in any capacity or to relieve in a higher grade for more than two hours continuously on any day shall, whilst so employed, be paid at the rates prescribed in Clause 4 for the worker he is relieving. Provided always that a worker relieving in a grade lower than that in which he is usually employed shall not suffer any reduction in wages whilst so relieving.

## 9.—Holidays.

(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 Monday, Anzac Day, Labour Day, King's Birthday, Union Picnic Day, Christmas Day and Boxing Day.

(b) A worker required to work on any of the holidays specified in subclause (a) of this clause shall be paid at the rate of double time.

(c) A worker who absents himself without leave on the working day immediately preceding or the working day immediately succeeding any of the holidays specified in subclause (a) (except in the case of sickness) shall not be entitled to payment for such holidays.

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

## 10.—Annual Leave.

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

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

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

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

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

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

(g) 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.

## 12.—Aged and Infirm Workers.

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

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

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

## 13.—Engagement.

(a) The contract of service of all workers under this Agreement (other than casual workers) shall be a weekly one, terminable by one week's notice on either side, given at any time. In the event of failure to give such notice, an amount equivalent to one week's wages shall be paid on either side.

(b) Nothing in subclause (a) of this clause shall affect the right of an employer to dismiss any worker without notice for malingering, inefficiency, wilful neglect of duty, drunkenness or misconduct.

(c) 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 strikes by the Union or Unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

## 14.—First Aid.

A suitable first-aid outfit, properly equipped, shall be provided in each factory in an easily accessible position for the use of workers in the event of accident.

## 15.—General.

(a) No worker shall be entitled to any of the conditions of this Agreement or to the prescribed rates unpaid by his employer if he fails, or the Union on his behalf fails, to make a claim on his employer in respect thereto within six (6) months after the claim could have been made under this Agreement.

(b) Dust collectors shall be installed on all bag-cleaning machines.

(c) The rates prescribed in Clause 4 hereof shall be subject to any rise or fall in the basic wage declared or fixed by the Court of Arbitration of Western Australia from time to time.

## 16.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall furnish the employer with a certificate showing the following particulars.

(i) Name in full;

(ii) Age and date of birth.

This certificate shall be signed by the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated in the certificate. If any worker shall wilfully misstate his age in the above certificate, he alone shall be guilty of a breach of this Agreement.

Any such certificate shall be open for inspection by the Union representative during ordinary working hours.

## 17.—Time and Wages Record.

Each employer shall keep a Time and Wages record containing the name of each worker and his occupation, the hours worked each day and the wages and overtime paid each week. Such record shall be open for inspection during the office hours between 9 a.m. and 5 p.m. Mondays to Fridays inclusive, by a duly accredited official of the Union.

## 18.—Definitions.

(a) "Casual Worker" means a worker who is employed for less than forty (40) hours continuously.

(b) "Head Storeman" means one who is invested by the employer with responsibility of the superintendence of men employed in the store and who is responsible for cash sales, keeping of stocks, etc., but the term does not include accountants, clerks and others who do not perform any manual work in the store.

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

The Common Seal of Amalgamated  
Millers and Mill Employees' Union  
of Workers of Western Australia,  
Northam. [Seal]

JOSEPH E. BROOKER,  
President.

W. J. MOORE,  
Secretary.

H. V. DAVIES.

Signed for and on behalf of Barrow  
Linton & Co., in the presence of—  
W. N. Rourke.

GEORGE F. MELVILLE.

Signed for and on behalf of David  
Gray & Co. Pty. Limited, in the  
presence of—  
D. Cort.

J. H. WORTHINGTON,  
Secretary.

Signed for and on behalf of Westralian  
Farmers Co-operative Limited, in the  
presence of—  
E. Prosser.

R. B. YOUNG.

Signed by Robert Brinton Young, in  
the presence of—  
P. Silvester.

## COMPANIES ACT, 1943-1947.

Notice of Office.

H. J. Cooney Pty. Limited,  
Incorporated in New South Wales.

H. J. COONEY PTY. LIMITED hereby gives notice that the Registered Office of the Company is situated at Pastoral House, St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 5 p.m., on Tuesdays to Fridays inclusive.

Dated this 27th day of May, 1949.

J. L. PATON,

Agent in Western Australia.

Stone, James & Co., 47 St. George's Terrace, Perth,  
Solicitors for the said Company.

## COMPANIES ACT, 1943-1947.

Notice of Office.

Williambury Limited,  
Incorporated in South Australia.

WILLIAMBURY LIMITED hereby gives notice that the Registered Office of the Company is situated at Elder House, St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—9 a.m. to 12 noon and 2 p.m. to 5 p.m. Mondays to Fridays inclusive (excluding public holidays).

Dated this 27th day of May, 1949.

H. N. GILES,

Agent in Western Australia.

Stone, James & Co., 47 St. George's Terrace, Perth,  
Solicitors for the said Company.

## COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office.

Pursuant to Section 99 (4).

P. H. Fraenkel Pty. Limited, in Voluntary Liquidation.

NOTICE is hereby given that the Registered Office of P. H. Fraenkel Pty. Limited, in voluntary liquidation, was, on the 27th day of May, 1949, changed to and is now situated at Withnell Chambers, 12 Howard Street, Perth, in the State of Western Australia.

Dated this 2nd day of June, 1949.

S. M. REILLY,  
Voluntary Liquidator.

## COMPANIES ACT, 1943-1947.

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).

Yonanni Pastoral Pty. Limited.

NOTICE is hereby given that the registered Office of Yonanni Pastoral Pty. Limited was, on the 20th day of May, 1949, changed to and is now situated at First Floor, W.A. Turf Club Building, Howard Street, Perth, and the days and hours during which such office is accessible to the public are as follows:—12 noon to 4 p.m. on Mondays and Fridays.

Dated this 25th day of May, 1949.

R. A. LONG,

Secretary.

Villeneuve Smith, Keall & Hatfield, Solicitors for the Company.

## COMPANIES ACT, 1943-1947.

(Pursuant to Section 359.)

NOTICE is hereby given that the Broken Hill Proprietary Company Limited, having passed a resolution authorising the issue of additional shares to be received or taken up by shareholders, has reserved for the benefit of the members of the Company registered on the Local Register a part of such issue proportioned to the interests of such members.

H. C. WATSON,  
Agent in W.A.

9th June, 1949.

## COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office of a Company incorporated outside Western Australia which carries on Business or is about to carry on Business within Western Australia and of the Days and Hours during which such Office is accessible to the Public.

Pursuant to Section 330 (4).  
Ealing Enterprises Pty. Limited.

To the Registrar of Companies,  
EALING ENTERPRISES PTY. LIMITED hereby gives notice that the Registered Office of the company is situate at Room 3, Second Floor, London Court, St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—All week days (except Saturdays and public holidays) from 10 a.m. till 4 p.m.

Dated this 7th day of June, 1949.

A. M. HILL,  
Agent in Western Australia.

## COMPANIES ACT, 1943-1947.

Notice of Change in Situation of Registered Office.  
Pursuant to Section 99 (4).

Wesfarmers Tutt Bryant Pty. Limited.

NOTICE is hereby given that the Registered Office of Wesfarmers Tutt Bryant Pty. Limited was, on the 1st day of June, 1949, changed to and is now situated at Railway Avenue, Bassendean.

Dated this 4th day of June, 1949.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

## COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is accessible to the Public.

Lusterite Plastic Products Pty. Limited.

To the Registrar of Companies,  
NOTICE is hereby given that the Registered Office of Lusterite Plastic Products Pty. Limited is situated at Hale Road, Forrestfield, 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 week days (Saturdays, Sundays and public holidays excepted).

Dated this 4th day of June, 1949.

G. R. MORRISON,  
Director.

Villeneuve Smith, Keall & Hatfield, Solicitors for the Company.

## COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office and Hours of Business.

Pursuant to Section 330 (4).  
Sterling Drug Inc.

STERLING DRUG INC. hereby gives notice that the Registered Office of the Company is situated at 47 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are from 9 a.m. till 12 noon and from 2 p.m. to 4 p.m., Mondays to Fridays inclusive.

Dated the 31st day of May, 1949.

P. R. ADAMS,  
Agent in Western Australia of Sterling Drug Inc.  
Stone, James & Co., Solicitors, 47 St. George's Terrace, Perth, Solicitors for the said Company.

## COMPANIES ACT, 1943-1947.

Notice of Final Meeting of Shareholders.

Pursuant to Section 242 (2)  
United Options No Liability.  
(In Liquidation)

NOTICE is hereby given that the final meeting of shareholders of the above Company will be held at the office of the Liquidator, 68 St. George's Terrace, Perth, on

Monday, 18th day of July, 1949, at 11 a.m. for the purpose of receiving the Liquidator's account of the winding-up.

R. GOYNE MILLER,  
Liquidator.

R. Goyne Miller & Co., Chartered Accountants (Aust.),  
68 St. George's Terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Motor Traders Pty Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Motor Traders Pty. Ltd.

Dated this 31st day of May, 1949.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1947, and in the matter of Lusterite Plastic Products Pty. Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Lusterite Plastic Products Pty. Limited.

Dated this 31st day of May, 1949.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## BERLEI LIMITED.

NOTICE is hereby given that the Registered Office of Berlei Limited is situated at Room 5, 3rd Floor, Economic Chambers, Perth, and is accessible for business Monday to Friday 9 a.m. to 5 p.m.

W. A. WALTERS,  
Agent for Western Australia.

## TROJAN LIMITED.

Notice of Situation of Registered Office.

NOTICE is hereby given that the Registered Office of the above Company in the State of Western Australia is situate at A.M.P. Chambers, 25 William Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays 10 a.m. to 1 p.m. and 2 p.m. to 4 p.m. inclusive (public holidays excepted).

Dated this 3rd day of June, 1949.

A. R. LANG,  
H. R. HICKS,  
Agents in Western Australia.

Northmore, Hale, Davy & Leake, Solicitors, of Halsbury Chambers, 13 Howard Street, Perth.

## IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Emmalene Amelia Elliott, late of 225 Brisbane Street, Perth, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of the abovenamed deceased are hereby required to send in full particulars thereof in writing to the Executor, care of the undersigned Solicitors, on or before the 10th day of July, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated the 7th day of June, 1949.

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.

In the matter of the Will of Percy Edward Marmion, late of Firlands, Reigate Road, Reigate, in the County of Surrey, England, Engineer, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the State of Western Australia, the Attorney of the Executors of the Will of the said deceased, on or before the 10th day of July, 1949, after which date the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to such claims and demands of which they or their Attorney shall then have had notice.

Dated the 3rd day of June, 1949.

NORTHMORE, HALE, DAVY & LEAKE,  
Halsbury Chambers, Howard Street,  
Perth, Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Mary Elizabeth Carpenter, late of 24 Harris Street, Palmyra, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased must send particulars thereof 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 10th day of July, 1949, 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 such claims and demands of which it shall then have had notice.

Dated the 3rd day of June, 1949.

M. E. & R. SOLOMON,  
27 Market Street, Fremantle,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Alfred Lampard, late of 172 Ninth Avenue, Maylands, Retired Railway Officer and Boilermaker, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 93 St. George's Terrace, Perth, on or before the 10th day of July, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 7th day of June, 1949.

DWYER & THOMAS,  
National House, 49 William Street,  
Perth, Solicitors for the Executor,  
The Perpetual Executors, Trustees  
and Agency Company (W.A.)  
Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Elizabeth Jane Kay, late of 22 Mary Street, Claremont, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed Elizabeth Jane Kay, deceased, are required to send particu-

lars thereof 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 10th day of July, 1949, 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 those claims and demands of which it shall then have had notice.

Dated the 7th day of June, 1949.

V. O. FABRICIUS,  
Solicitor, 89 St. George's Terrace, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 11th day of July, 1949, 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 8th day of June, 1949.

J. H. GLYNN,  
Public Trust Office,  
Perth, W.A.

Name, Occupation, Address, Date of Death.

Thomas, Arthur Benjamin Owen (also known as Owen Thomas and Arthur Owen Thomas); Retired Tramwayman; formerly of Perth and of 19 Constitution Street, East Perth, but late of 23 Constitution Street, East Perth; 2/12/48.

Dunbar, David Alexander; Invalid Pensioner; late of 18 Hovea Terrace, South Perth; 25/2/31.

Goidos, Andy (also known as Andrew Goidos and Andie Goydos); Labourer; late of No. 5 Base Ordinance Depot, Nungarin; 19/1/49.

Curtis, Archibald Edgar; Labourer; late of Harvest Road, Bayswater; 14/3/49.

Rackham, Leonard Albert; Carpenter; formerly of Burrill Lake in the State of New South Wales, but late of 75 Oakover Street, East Fremantle; 27/3/49.

Kidd, Daisy Isabel; Married Woman; late of 3 Joseph Street, West Leederville; 26/3/49.

Barker, Arthur; Prospector; formerly of Esperance, but late of Nedlands; 17/1/49.

Berman, Mabel Grace; Widow; formerly of Scone, but late of Lane Cove in the State of New South Wales; 10/4/47.

THE PUBLIC TRUSTEE ACT, 1941.

NOTICE is hereby given that pursuant to section 14 of the Public Trustee Act, 1941, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 8th day of June, 1949.

J. H. GLYNN,  
Public Trustee,  
Perth.

Name of Deceased, Occupation, Address, Date of Death,  
Date Election filed.

Goidos, Andy (also known as Andrew Goidos and Andie Goydos); Labourer; late of No. 5 Base Ordinance Depot, Nungarin; 19/1/49; 1/6/49.

Curtis, Archibald Edgar; Labourer; late of Harvest Road, Bayswater; 14/3/49; 1/6/49.

Matthiessen, James Joseph; Retired Miner; late of Norseman; 1/12/40; 22/4/49.

Dunbar, David Alexander; Invalid Pensioner; late of 18 Hovea Terrace, South Perth; 25/2/31; 1/6/49.



ACTS OF PARLIAMENT, ETC., FOR SALE AT GOVERNMENT PRINTING OFFICE.

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Abattoirs Act and Amendment .. .. .	0	1	0
Administration Act (Consolidated) .. .. .	0	2	6
Adoption of Children Act .. .. .	0	0	6
Agricultural Bank Act .. .. .	0	1	0
Agricultural Seeds Act .. .. .	0	1	0
Associations Incorporation Act .. .. .	0	0	6
Auctioneers Act .. .. .	0	1	0
Bills of Sale Act (Consolidated) and Amendment .. .. .	0	2	0
Brands Act .. .. .	0	1	6
Bread Act (Consolidated) and Amendment .. .. .	0	1	6
Bush Fires Act (Consolidated) .. .. .	0	1	6
Carriers Act .. .. .	0	0	6
Child Welfare Act .. .. .	0	2	6
Companies Act .. .. .	0	5	0
Crown Suits Act .. .. .	0	1	6
Dairy Cattle Improvement Act .. .. .	0	1	0
Dairy Industry Act .. .. .	0	2	0
Dairy Products Marketing Regulation Act .. .. .	0	2	0
Deceaseds Act .. .. .	0	2	0
Declarations and Attestations Act .. .. .	0	0	6
Dog Act (Consolidated) .. .. .	0	1	0
Dried Fruits Act .. .. .	0	1	6
Droving Act .. .. .	0	1	0
Drugs (Police Offences) Act .. .. .	0	1	0
Egg Marketing Act .. .. .	0	1	0
Electoral Act (Consolidated) .. .. .	0	2	6
Electricity Act .. .. .	0	2	0
Employers' Liability Act .. .. .	0	0	6
Evidence Act (Consolidated) .. .. .	0	2	0
Factories and Shops Act (Consolidated) .. .. .	0	4	0
Factories and Shops Act Regulations .. .. .	0	1	0
Factories and Shops Time and Wages Books— Large .. .. .	0	4	3
Small .. .. .	0	3	2
Feeding Stuffs Act .. .. .	0	1	6
Fertilisers Act .. .. .	0	1	0
Firearms and Guns Act (Consolidated) .. .. .	0	1	0
Fire Brigades Act .. .. .	0	2	0
Firms Registration Act and Amendment .. .. .	0	1	6
Fisheries Act (Consolidated) .. .. .	0	1	6
Forests Act .. .. .	0	1	6
Freemantle Harbour Trust Act (Consolidated) .. .. .	0	1	6
Friendly Societies Act and Amendments .. .. .	0	2	0
Game Act (Consolidated) .. .. .	0	1	0
Gold Buyers Act and Regulations .. .. .	0	2	0
Hawkers and Pedlars Act and Amendment .. .. .	0	1	0
Health Act (Consolidated) .. .. .	0	5	0
Hire Purchase Agreement Act (Consolidated) .. .. .	0	0	6
Hospital Fund Act .. .. .	0	1	0
Hospitals Act .. .. .	0	1	0
Limit Sale of Liquor Act .. .. .	0	0	6
Industrial Arbitration Act (Consolidated) .. .. .	0	3	0
Inebriates Act .. .. .	0	0	6
Infants, Guardianship of, Act .. .. .	0	1	0
Inspection of Machinery Act with Regulations .. .. .	0	2	6
Inspection of Scaffolding Act (Consolidated) .. .. .	0	1	6
Interpretation Act .. .. .	0	2	0
Irrigation and Rights in Water Act .. .. .	0	1	6
Justices Act (Consolidated) .. .. .	0	3	0
Land Agents Act and Amendment .. .. .	0	1	0
Legal Practitioners Act (Consolidated) .. .. .	0	1	6
Licensed Surveyors Act .. .. .	0	1	0
Licensing Act and Amendments .. .. .	0	4	0
Life Assurance Act (Consolidated) .. .. .	0	1	6
Limitation Act .. .. .	0	1	0
Limited Partnerships Act .. .. .	0	0	6
Marine Stores Dealers Act .. .. .	0	1	0
Marriage Act .. .. .	0	2	0
Married Women's Property Act (Consolidated) .. .. .	0	1	0
Married Women's Protection Act (Consolidated) .. .. .	0	0	6
Masters and Servants Act .. .. .	0	1	0
Medical Practitioners Act .. .. .	0	1	0
Metropolitan Water Supply, Sewerage, and Drainage Act .. .. .	0	2	0
Milk Act .. .. .	0	2	0
Mines Regulation Act .. .. .	0	2	6
Mine Workers' Relief Fund Act and Regulations .. .. .	0	2	6
Mining Act .. .. .	0	2	0
Money Lenders Act (Consolidated) .. .. .	0	1	6

	£	s.	d.
Municipal Corporations Act (Consolidated) .. .. .	0	5	0
Native Administration Act .. .. .	0	2	0
Native Flora Protection Act .. .. .	0	1	0
Noxious Weeds Act .. .. .	0	1	0
Nurses Registration Act .. .. .	0	1	0
Partnership Act .. .. .	0	1	0
Pawnbrokers Act (Consolidated) .. .. .	0	1	0
Pearling Act (Consolidated) .. .. .	0	2	0
Petroleum Act .. .. .	0	3	0
Pharmacy and Poisons Act (Consolidated) .. .. .	0	2	0
Plant Diseases Act .. .. .	0	1	0
Prevention of Cruelty to Animals Act .. .. .	0	1	0
Public Service Act (Consolidated) .. .. .	0	1	6
Public Works Act and Amendment .. .. .	0	2	6
Purchasers' Protection Act .. .. .	0	0	9
Road Districts Act (Consolidated) .. .. .	0	5	0
Sale of Goods Act .. .. .	0	1	0
Second-hand Dealers Act .. .. .	0	0	6
Stamp Act (Consolidated) .. .. .	0	3	0
State Government Insurance Act .. .. .	0	0	6
State Housing Act .. .. .	0	2	6
State Trading Concerns Act .. .. .	0	1	6
State Transport Co-ordination Act .. .. .	0	1	6
Superannuation and Family Benefits Act .. .. .	0	2	6
Supreme Court Act .. .. .	0	3	6
Tenants, Purchasers, and Mortgagees' Relief Act .. .. .	0	2	0
Timber Industry Regulation Act and Regulations .. .. .	0	2	6
Town Planning and Development Act .. .. .	0	1	6
Traffic Act (Consolidated) .. .. .	0	3	0
Tramways Act, Government .. .. .	0	0	6
Trespass, Fencing and Impounding Act and Amendment .. .. .	0	1	6
Trustees Act .. .. .	0	1	6
Truck Act and Amendment .. .. .	0	1	6

*Postage Extra.*

CONTENTS.

	Page
Administration Act .. .. .	1293-4
Agriculture, Department of .. .. .	1261-2
Appointments .. .. .	1249-52, 1254, 1261, 1267
Arbitration Court .. .. .	1252, 1269-92
Associations Incorporation .. .. .	1265
Bankruptcy .. .. .	1267
Cash Order, etc., Lost .. .. .	1261
Commissioners for Declarations .. .. .	1252
Companies .. .. .	1292-3
Crown Law Department .. .. .	1252
Deceased Persons' Estates .. .. .	1293-4
Fisheries .. .. .	1247
Industrial Arbitration .. .. .	1252, 1269-92
Justices of the Peace .. .. .	1249
Lands Department .. .. .	1247-8, 1253-9
Land Titles .. .. .	1259
Licensing .. .. .	1252
Marriages, Licenses to Celebrate .. .. .	1268
Mines Department .. .. .	1265-7
Municipalities .. .. .	1261
Native Affairs .. .. .	1253
Orders in Council .. .. .	1248-9
Partnerships dissolved .. .. .	1265
Powers of Attorney Act .. .. .	1267
Premier's Department .. .. .	1249
Prices Control .. .. .	1252
Proclamations .. .. .	1247-8
Public Service Commissioner .. .. .	1250-1
Public Trustee .. .. .	1294
Public Works Department .. .. .	1248-9, 1259-61
Railways .. .. .	1264
Registrar General .. .. .	1267-8
Resumptions .. .. .	1260
Road Boards .. .. .	1248-9, 1258-9, 1261
State Electricity Commission .. .. .	1250
Sworn Valuers .. .. .	1252
Tender Board .. .. .	1262-3
Tenders accepted .. .. .	1262
Tenders invited .. .. .	1259-60, 1265
Tramways .. .. .	1263
Transfer of Land .. .. .	1259
Treasury .. .. .	1250