



# Government Gazette

OF

## WESTERN AUSTRALIA.

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No. 95.]

PERTH : FRIDAY, 19th SEPTEMBER.

[1952.]

Licensing Act, 1911-1951.

## PROCLAMATION

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

WHEREAS subsection (2) of section 121 of the Licensing Act, 1911-1951, is as follows:—

(2) No licensee shall in the Goldfields district—

- (a) have or keep his licensed premises open for the sale of liquor; or
- (b) sell any liquor or permit or suffer any liquor to be drunk or consumed in or upon his licensed premises,

at any time before nine o'clock in the morning or after eleven o'clock at night upon any day in the week, except under the authority of an occasional license.

Provided that the Governor may, on the recommendation of the Licensing Court, by proclamation extend or reduce the hours in any licensing district or part of a district within the Goldfields district, and this subsection shall have effect as so modified, but any such proclamation may, on the recommendation of the Licensing Court, be varied or revoked by a subsequent proclamation.

And whereas the Licensing Court on the 5th day of August, 1952, made a recommendation to the Governor in respect of those hours: Now, therefore I, the Governor, with the advice and consent of the Executive Council and on that recommendation of the Licensing Court do hereby proclaim as follows:—

- (1) The holder of a publican's general license in respect of premises known as Hotel Fortescue, Wittenoom Gorge in the Roebourne Licensing district, a district within the Goldfields district, shall not—  
have or keep the licensed premises open for the sale of liquor; or

sell any liquor or permit or suffer any liquor to be drunk or consumed in or upon the licensed premises;

upon—

- (a) Anzac Day, the twenty-fifth day of April;

Good Friday; or  
Christmas Day;

whether those respective days fall on a Sunday or any other day of the week,

at any time;

- (b) Sunday

except during two periods, one of which shall be between 10.30 a.m. and 12.30 p.m. and the other of which shall be between 3.30 p.m. and 5.30 p.m.

and then only during either period if the liquor is sold otherwise than by the bottle or in a bottle;

- (c) any day of the week, other than a day mentioned in the foregoing paragraphs (a) and (b) except between 9 a.m. and 11 p.m.

- (2) This proclamation does not prejudice the operation of the provisions of the Licensing Act—

contained in section 44, and in subsections (3) and (4) of section 121 and in paragraphs (a) and (b) of subsection (2) of section 122 of that Act

in respect of the holder of the publican's general license referred to in paragraph (1) of this proclamation.

Given under my hand and the Public Seal of the said State, at Perth, this 11th day of September, 1952.

By His Excellency's Command,

VAL. R. ABBOTT,  
Attorney General.

GOD SAVE THE QUEEN ! ! !

## The Fisheries Act, 1905-1951.

## PROCLAMATION

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

F.D. 11/29, Ex. Co. No. 1647.

(1) In pursuance of the provisions of section 9 of the Fisheries Act, 1905-1951, I, the Governor of the State of Western Australia, do hereby prohibit the taking of marron by means of nets and snares in all that portion of Western Australian waters specified in the Schedule hereto, during the months of September and October in every year.

(2) In pursuance of the provisions of section 10 of the Act aforesaid, I do further prohibit all persons from taking any fish whatsoever, in all that portion of Western Australian waters specified in the Schedule hereto, by means of fishing-nets intended to be used or capable of being used for the taking of marron, during the months of September and October in each year.

## Schedule.

All freshwater rivers, streams and brooks in the South-West Land Division.

Given under my hand and the Public Seal of the said State, at Perth, this 11th day of September, 1952.

By His Excellency's Command,

VAL R. ABBOTT,  
Minister for Fisheries.

GOD SAVE THE QUEEN ! ! !

## PROCLAMATION

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

Corres. No. 5735/50.

WHEREAS by the Transfer of Land Act, 1893-1950, the Governor is empowered by Proclamation in the *Government Gazette* to revest in Her Majesty as of her former estate all or any lands whereof Her Majesty may become the registered proprietor; and whereas Her Majesty is now the registered proprietor of the lands described in the Schedule hereto: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors, the lands described in the Schedule hereto as of her former estate, subject, however, to the provisions of the War Service Land Settlement Agreement Act, 1951.

## Schedule.

Corres. No., Land, Certificate of Title  
(Volume and Folio).

- 2129/51; portion of Victoria Location 1964 and being lot M1459, the subject of Diagram 6479; 1140, 476.  
6135/47; portion of Victoria Location 2012 and being lot M432 on Plans 2981 and 2984; 1120, 307.  
3235/47; portion of each of Melbourne Locations 916 and 917, and being lots M394 and M397 on Plan 3017; 1067, 331.  
3235/47; portion of Melbourne Locations 916 and 917, and being part of lot M395 on Plan 3017 (less portion resumed); 672, 93.

Given under my hand and the Public Seal of the said State, at Perth, this 11th day of September, 1952.

By His Excellency's Command,

L. THORN,  
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles  
TO WIT, } Henry Gairdner, Knight Commander of the Most  
CHARLES HENRY } Distinguished Order of Saint Michael and Saint  
GAIRDNER, } George, Companion of the Most Honourable Order  
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## Schedule.

Corres. No., Land, Certificate of Title  
(Volume and Folio).

- 4250/46; portion of Perthshire Location Au and being lots 4, 5, 6 19, 20 and 21 on Plan 3406; 692, 186.  
4250/46; portions of Perthshire Location Au and being lots 13 and 14 on Plan 3406; 673, 105.  
2001/52; portion of Avon Location 10052 and being lot 104 on Plan 3720; 798, 42.  
716/52; Meekatharra Lot 559; 1044, 429.  
1638/52; Reedy Lot 13; 1039, 575.  
4986/51; Wiluna Town Lot 44; 1017, 3.  
7184/50; Nelson Locations 9911, 9912 and portion of each of Nelson Locations 6894 and 11145; 1082, 105.  
2733/51; Nelson Location 9924 and portion of Nelson Location 9932; 1087, 79.

Given under my hand and the Public Seal of the said State, at Perth, this 11th day of September, 1952.

By His Excellency's Command,

L. THORN,  
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

## Mining Act, 1904-1950.

## PROCLAMATION

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

WHEREAS under the provisions of section 10 of the Mining Act, 1904-1950, it is enacted that the Governor may by Proclamation alter or amend the boundaries of a Goldfield or District: Now, therefore I, the said Governor, with the advice and consent of the Executive Council, in exercise of the powers conferred by the said Act, do by this Proclamation amend the existing boundaries of the Ashburton Goldfield to include the following area:—The area bounded by lines starting from a point on the North-Western coast of Western Australia, being the North-Western corner of the West Pilbara Goldfield; thence due South about 129 miles along the Western boundary of the West Pilbara Goldfield to the summit of Mount De Courcey; thence about East by South to the summit of Mount Wall; thence about South-East by East to Trig Station 10<sup>A</sup>; thence about South-East by South to the summit of Mount Bresnahan; thence about South-West by South 37 miles along the North-Western boundary of the Peak Hill Goldfield; thence about North-West by West, along the North-Eastern boundary of the Gascoyne Goldfield, to the summit of Mount Palgrave; thence Southerly along the Western boundary of the Gascoyne Goldfield about 17 miles; thence due West passing through Trig Station Y2 about 145 miles to the sea coast; thence generally Northerly along the sea coast to the North-West Cape; thence con-

tinuing Southerly and North-Easterly around Exmouth Gulf along the sea coast to the starting point; and, including all the islands off the coast.

Given under my hand and the Public Seal of the said State, at Perth, this 11th day of September, 1952.

By His Excellency's Command,

(Sgd.) C. H. SIMPSON,  
Minister for Mines.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 11th day of September, 1952, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 1840/52.

WHEREAS by section 33 of the Land Act, 1933-1950, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 23608 should vest in and be held by the Corrigin Road Board in trust for the purpose of a Children's Playground: 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 Corrigin Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

R. H. DOIG,  
Clerk of the Council.

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 2739/15.

WHEREAS by section 33 of the Land Act, 1933-1950, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 21593 should vest in and be held by the Northampton Road Board in trust for the purpose of an Agricultural Hall Site: 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 Northampton Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

R. H. DOIG,  
Clerk of the Council.

The previous Order in Council dated 1st September, 1936, is hereby superseded.

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 2751/16.

WHEREAS by section 33 of the Land Act, 1933-1950, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order, in trust for any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes to be specified in such order, and with power of sub-leasing; and whereas it is deemed expedient that reserve No. 16588 (Wongan Hills Lot 156) should vest in and be held by the Wongan-Ballidu Road Board in trust for Recreation (Golf Links): 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 Wongan-Ballidu Road Board in trust for Recreation (Golf Links)

with power to the said Wongan-Ballidu Road Board, subject to the approval in writing of the Minister for Lands being first obtained to lease the whole or any portion of the said reserve for any term not exceeding twenty-one (21) years from the date of the lease.

R. H. DOIG,  
Clerk of the Council.

The previous Order in Council dated 7th May, 1919, is hereby superseded.

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 292/20, Vol. 2.

WHEREAS by section 33 of the Land Act, 1933-1950, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order, in trust for any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes to be specified in such order, and with power of sub-leasing; and whereas it is deemed expedient that Class A Reserve 17375 at Crawley should vest in and be held by Herbert Edward Bersey Smith, Herbert William Byfield, Charles Austin Gardner, Robert Harold Miller and Alfred Charles Shedley in trust for Recreation: Now, therefore, His Excellency the Lieutenant-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 Herbert Edward Bersey Smith, Herbert William Byfield, Charles Austin Gardner, Robert Harold Miller and Alfred Charles Shedley in trust for Recreation with power to the said Herbert Edward Bersey Smith, Herbert William Byfield, Charles Austin Gardner, Robert Harold Miller and Alfred Charles Shedley to lease the whole or any portion of the said reserve for any term not exceeding twenty-one (21) years from the date of the lease.

R. H. DOIG,  
Clerk of the Council.

The previous Order in Council dated 2nd May, 1946, is hereby superseded.

The Land Act, 1933-1950.

ORDER IN COUNCIL.

Corr. No. 552/52.

WHEREAS by section 33 of the Land Act, 1933-1950, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order, in trust for any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes to be specified in such order, and with power of sub-leasing; and whereas it is deemed expedient that reserve No. 23606 (Collie Lot 1860) should vest in and be held by the Collie Coalfields Road Board in trust for Recreation and Park: 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 Collie Coalfields Road Board in trust for Recreation and Park, with power to the said Collie Coalfields Road Board, subject to the approval in writing of the Minister for Lands being first obtained, to lease the whole or any portion of the said reserve for any term not exceeding twenty-one (21) years from the date of the lease.

R. H. DOIG,  
Clerk of the Council.

Workers' Compensation Act, 1912-1951.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 13 of the Workers' Compensation Act, 1912-1951, that it shall be obligatory for every employer to obtain from an incorporated insurance office approved by the Minister a policy of insurance for the full amount of the liability to pay compensation under the said Act to all workers employed by him, but that if an employer proves to the satisfaction of the Minister that such employer has established a fund for

insurance against such liability and has deposited at the Treasury securities charged with all payments to become due under such liability the Governor may by Order in Council exempt such employer from the operation of section 13; and whereas The Australasian Temperance and General Mutual Life Assurance Society Limited of St. George's Terrace, Perth, is an employer within the meaning of the Act and as such is subject to the provisions of section 13 and, having made application in accordance with the regulations made under the Act for exemption from the operation of the section, has proved to the satisfaction of the Minister that it has established a fund for insurance against its liability under the Act to pay compensation to all workers employed by it, and that it has deposited at the Treasury securities, to wit, Commonwealth of Australia Consolidated Stock to the face value of five thousand pounds, £3½ per cent., maturing 15th December, 1952-54, charged with all payments to become due under the said liability: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by section 13, doth hereby exempt The Australasian Temperance and General Mutual Life Assurance Society Limited, of St. George's Terrace, Perth, from the operation of section 13 of the Workers' Compensation Act, 1912-1951, for a period expiring on the 30th day of September, 1954.

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

#### JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 17th September, 1952.

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:—

Michael James Calanchini, Esquire, of 22 Onslow Street, South Perth (formerly of Pinjarra) to be a Justice of the Peace for the Perth Magisterial District in lieu of the Forrest Magisterial District.

James William Swaby, Esquire, of Corry-Lynn, Byford (formerly of Tunney, Kojonup), to be a Justice of the Peace for the Perth Magisterial District in lieu of the Stirling Magisterial District.

Eric Granville Wilkie, Esquire, of Wogarno Station, Mt. Magnet (formerly of 2 Bulwer Street, Perth), as a Justice of the Peace for the Murchison Magisterial District in lieu of the Perth Magisterial District.

IT is hereby notified, for public information, that His Excellency the Governor in Executive Council has accepted the resignation of Harold George Perrin, Esquire, of Division Street, Welshpool (formerly of Northam), as a Justice of the Peace for the Avon Magisterial District.

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

#### THE AUDIT ACT, 1904.

The Treasury,  
Perth, 16th September, 1952.

THE following appointments have been approved:—

Certifying Officer.

T.56/45—Mr. F. W. Dixon for the W.A. Government Railways, Accounts and Audit Branch as from 15/8/1952 to 12/9/1952.

Receiver of Revenue.

T.42/45—Mr. G. Henley for the Health Department at Collie for 5/9/52.

A. J. REID,  
Under Treasurer.

#### VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
Crown Law ....	Clerk to Assistant Crown Prosecutor (Item 2267)	C-II.-1/2	Margin £200-£270	1952. 20th September.
Do. ....	Clerk, Kalgoorlie (Item 2416) ....	C-II.-1	Margin £200-£230	do.
Do. ....	General Assistant (Strong Room), Land Titles Office (Item 2496) (a)	G-VII.-1	Maximum Margin £120	do.
Mental Hospitals ....	Deputy Matron, Claremont Mental Hospital (a) (c)	G-II.-1/2 (F)	Margin £105-£175	do.
Metropolitan Water Supply	Clerk (Inquiries) (Item 2001) ....	C-II.-2	Margin £250-£270	do.
Do. do.	Clerk (Recovery) (Item 1971) ....	C-II.-3	Margin £290-£310	do.
Chief Secretary's ....	Officer in Charge, Sydney Agency, Tourist Bureau	C-II.-3	Margin £290-£310	do.
Agriculture ....	Viticulturist (d) ....	P-II.-8	Margin £525-£575	do.
Do. ....	Section Instructor (Carpentry), Muresk Agricultural College (a) (e)	G-VII.-3	Margin £150-£185	do.
Lands and Surveys	Clerk, Accounts Branch (Item 529) ....	C-II.-2	Margin £250-£270	27th September.
Education ....	Specialist Superintendent (Research) (a) (b)	P-I.-2	Margin £775-£825	30th September

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

(b) It is essential that the appointee should be a University Graduate who has specialised in Education (particularly Experimental Education) and Psychology. Further it is highly desirable that he should have had some training and experience in education research and a sound knowledge of other education systems in Australia. It is also necessary that he should have had teaching experience both in Primary and in Secondary Schools.

(c) Commencing salary a margin of £155. Special allowance £50 per annum. Free quarters, rations and uniform. Applicants must be registered Mental Nurses.

(d) Applicants should possess a diploma in Oenology and a degree in Agricultural Science or a Diploma from a recognised Agricultural College. Considerable knowledge is required of the principles and practices of Viticulture and Wine-making.

(e) Deduction for Board and Lodging at present £2 6s. 8d. per week. Hours, 80 per fortnight, to be worked as required by the Principal.

Applications are called under section 34 of the Public Service Act, 1904, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

S. A. TAYLOR,  
Public Service Commissioner.

Public Service Commissioner's Office,  
Perth, 17th September, 1952.

IT is hereby notified, for general information, that the following days will be observed as Public Service holidays at the places specified in lieu of the holiday granted in the metropolitan area for the Royal Agricultural Show held at Claremont:—

Friday, 26th September, 1952—Northam (Show Day).

Wednesday, 1st October, 1952—York (Show Day).

S. A. TAYLOR,  
Public Service Commissioner.

#### BILLS ASSENTED TO.

IT is hereby notified, for public information, that His Excellency the Governor has assented in the name and on behalf of the Queen, on the date stated, to the undermentioned Bill passed by the Legislative Council and the Legislative Assembly during the fourth session of the Twentieth Parliament, 1952.

Short Title of Bill, Date of Assent,  
No. of Act.

Industrial Arbitration Act Amendment; 11th September; V.

A. B. SPARKS,  
Clerk of the Parliaments.

16th September, 1952.

Crown Law Department,  
Perth, 5th September, 1952.

THE Honourable the Attorney General has directed the publication of the following notice, under section 100 of the Electoral Act, 1907-1951.

H. SHEAN,  
Under Secretary for Law.

I, the undersigned, being the responsible Minister of the Crown, for the time being charged with the administration of the Electoral Act, 1907-1951, hereby appoint the undermentioned Chief Polling Place for the Legislative Assembly By-election for the Murchison District, to be held on Saturday, 8th November, 1952.

Chief Polling Place—Court House, Cue.

VAL. R. ABBOTT,  
Attorney General.

Crown Law Department,  
Perth, 18th September, 1952.

HIS Excellency the Governor in Executive Council has approved of the appointment of Clyde Le Ber Langoulant as Acting Clerk of Arraigns, and Acting Associate to the Hon. Mr. Justice Wolff, as from the 2nd day of September, 1952, during the absence on sick leave of V. P. Leach.

THE Hon. Attorney General has approved of the undermentioned cancellations of appointments of Postal Vote Officers under the provisions of section 90 of the Electoral Act, 1907-1951:—

Darcy, James Harte, 35 Brookman Street, Kalgoorlie.  
O'Callaghan, James Thomas, Gillimanning, East Pingelly.

Abbett, William Walter, 25 Filburn Street, Scarborough.

Adams, Herbert Wallace, Young's Siding.

Alday, Charles William, 48 Beechboro Road, Bayswater.

Appleton, Bertram, Mornington Mills.

Bateson, Frederick Westbrook, 6 Altona Street, West Perth.

Brealey, John Lewis, 2 Thompson Street, North Perth.

Christmass, George Edmund, 215 Fitzgerald Street, Northam.

Collins, Constance Mary Ursula (Mrs.) and William Edward, 57 Viewway, Nedlands.

Corbin, Peter Alexander Glen, W.A. Club, St. George's Terrace, Perth.

Dalton, Bernard Porrett, "Nolba," via Geraldton.  
Dolman, Samuel, 10 Edwyna Street, Mosman Park.

Durrant, Sydney Frank, Kalamunda Road, Maida Vale.

Edwards, Athol William Thomas, Morbinning.  
Fitzgerald, Eric Malcolm and Nita Vivienne, "Bee-lang" Park, Jennacubbine.

Gillespie, John David, 16 Ecclestone Street, Bunbury.

Hartrick, Ethel Annie, Ward Avenue, Claremont.  
Huntingdon, —, Mukinbudin.

Hyde, William Thomas, Ambulance Station, Midland Junction.

James, Gilbert Oswald, Yallambee, Bullock Hills, via Katanning.

Johnson, Reginald Vernon, 348 Oxford Street, Leederville.

Keogh, Douglas Edward, 81 Petra Street, East Fremantle.

Kerr, Mary (Mrs.), 193 West Road, Bassendean.

Moir, Ronald Keith, "Chillinup," Borden.

Nicholas, Anne Margaret (Mrs.), 48 Outram Street, Perth.

Phillips, Edward James, Boyanup.

Pinkus, Harold, 137 Melville Parade, Como.

Prior, Lancelot Sidney, Magnetic Observatory, Watheroo.

Ross, Byron John, and Norma Elizabeth (Mrs.), Benthalya Station, via Carnarvon.

Shea, William Francis, Police Station, Fremantle.

Smith, Emily Ann (Mrs.), and Walter Summerhayes, Towrana Station, via Carnarvon.

Tomlin, Ernest James, 36 Windsor Road, East Fremantle.

Webb, Victor George, "Tatsfield," Brook Road, Gosnells.

THE Hon. Attorney General has approved of the appointment of the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—Wilfred Gregory Hackett, Boyup Brook; Leonard Goldsmith Hummerston, Mount Lawley; Lewis Claude Polain, Como; Arthur Charles Wallis, Como; Randolph William Wieringa, Fremantle.

THE Hon. Attorney General has approved of the undermentioned appointments:—

Constable Henry Bernard Olsson as Acting Bailiff of the Corrigin Local Court during the absence on annual leave of Constable Roy Minnett.

Constable O. F. G. Cox, as Acting Bailiff of the Narrogin Local Court, during the absence on annual leave of Sergeant W. J. Keown.

THE Department has been notified that Trust Order No. 45748 dated the 4th September, 1952, drawn on the Clerk of Courts Trust Fund for the sum of £2 5s. 11d. in favour of Essential Taxis, Fremantle, has been lost by the payee. Payment has been stopped and it is intended to issue a fresh Trust Order in lieu thereof.

H. SHEAN,  
Under Secretary for Law.

#### THE WILD CATTLE NUISANCE ACT, 1871, AND AMENDMENTS, 1878 AND 1883.

To the Licensing Court for the District  
of Sussex.

I, LESLIE MONARCH POWELL, of the Road Board Office, Queen Street, Busselton, being the secretary of the Busselton District Road Board, hereby give notice that it is my intention to apply on behalf of the said Busselton District Road Board at the next quarterly sitting of the said Licensing Court for the said District for a License for the Busselton District Road Board by the Board's Poundkeeper and/or Ranger for the time being occupying such position under the terms of the Act abovementioned for the destruction by such Poundkeeper and/or Ranger of horses and/or cattle found straying on roads, reserves, commons and unoccupied land within the District of the said Busselton District Road Board for the year ending on the 31st day of December, 1952.

Dated at Busselton this 18th day of August, 1952.

L. M. POWELL,  
Secretary,  
Busselton District Road Board.

THE WILD CATTLE NUISANCE ACT, 1871,  
AND AMENDMENTS.

To the Licensing Court for the District of Yilgarn in the State of Western Australia.

I, DOMENIC MARAFIOTI, of Bullfinch, Western Australia, farmer, hereby give notice that it is my intention to apply on behalf of myself, at the next quarterly meeting of the Licensing Court, for the said District, for a License, under the terms of the

abovementioned Act, for the destruction of wild cattle (horses only) as defined by the above Act, found straying upon Yilgarn Locations Nos. 606, 607, 608, 609, 610 and 597, owned and leased by me and upon unoccupied land, for the year ending 31st December, 1953.

Dated at Southern Cross this 8th day of September, 1952.

D. MARAFIOTI.

BUNBURY HARBOUR BOARD ACT, 1909-1928.

Amendment of Regulations.  
Resolution.

C.S.D. 337/49, Ex. Co. No. 1598.

THE Bunbury Harbour Board, acting pursuant to section 63 of the Bunbury Harbour Board Act, 1909-1928, hereby amends, in the manner mentioned in the Schedule hereunder, the Regulations made by the said Board under and for the purposes of the said Act, as published in the *Government Gazette* of the 26th day of November, 1909, and amended from time to time thereafter by notices published in the *Government Gazette*.

Schedule.

The abovementioned regulations are amended as follows:—

1. By deleting from Regulation No. 1, under the heading "Tons" the word "net" and inserting in lieu thereof the word "gross".
2. By deleting from Regulation No. 85 the words "one sixtieth of a penny", in the first and second lines, and inserting in lieu thereof the words "one twentieth of a penny".
3. By the deletion of Regulations Nos. 93, 94, 95, 96 and 97.
4. By deleting from Regulation No. 104b the words "Port Dues, Tonnage and Berthage Dues".
5. By deleting from Regulation No. 99, the words "Computation of Berthing and Tonnage Dues.—In the computation of berthing and tonnage dues" and inserting in lieu thereof the words "Wharfage Dues and Handling Charges".
6. By deleting Regulation No. 118.

Adopted and passed by the Bunbury Harbour Board members at a meeting of the said members on the twenty-fifth day of July, 1952.

The Common Seal of the Bunbury Harbour Board was at the same time affixed and impressed by order and in the presence of—

W. E. MCKENNA,  
Chairman.

S. WATSON,  
Member.

C. DONALDSON,  
Secretary.

[L.S.]

Approved by His Excellency the Governor in Executive Council, 11th September, 1952.

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

APPOINTMENT.

Chief Secretary's Department,  
Perth, 11th September, 1952.

C.S.D. 463/46.

HIS Excellency the Governor in Executive Council has been pleased to appoint C. A. Gannaway to be a member of the Prisoners' Aid Association for the period ending 31st December, 1952.

H. T. STITFOLD,  
Under Secretary.

HOSPITALS ACT, 1927-1948.

Department of Public Health,  
Perth, 11th September, 1952.

HIS Excellency the Governor in Executive Council has been pleased to appoint:—

(1) The persons named in the Schedule attached, to be members of the Hospital Boards specified for the period of one year.

(2) Messrs. G. L. Stagbouer and T. E. Bates to be members of the Boddington District Hospital Board for a period of three years ending 31st July, 1955, Messrs. C. G. Mudge and J. Charlton for a period of two years ending 31st July, 1954, and Messrs. G. Shaw and H. B. Patton for a period of one year ending 31st July, 1953.

(3) Messrs. H. S. Veitch and W. M. Arnold to be members of the Bruce Rock District Hospital Board for a period of three years ending 31st July, 1955, and Mr. T. J. Woods for one year ending 31st July, 1953.

(4) Messrs. S. E. Wilson, V. C. Hartree and R. McPharlin to be members of the Dalwallinu District Hospital Board for a period of two years ending 31st July, 1954, and Messrs. B. F. Dickens and A. Thorpe for a period of one year ending 31st July, 1953.

(5) Messrs. R. C. Austin, L. C. Chidlow, J. Firth, D. K. House and Mrs. R. C. Austin to be members of the Gnowangerup District Hospital Board for a period of two years ending 31st July, 1954.

(6) Mr. E. J. Rule and Mesdames O. F. Macdonald, M. E. Kelsall and E. A. Isbister to be members of the Moora District Hospital Board for a period of two years ending 31st July, 1954.

(7) Messrs. A. N. Deane, C. F. Collins, J. L. Hart and Mrs. R. Glover to be members of the Plantagenet District Hospital Board, Mount Barker for a period of two years ending 31st July, 1954.

(8) Messrs. A. C. Kelly, A. Blake, D. Fraser to be members of the Quairading District Hospital Board for a period of two years ending 31st July, 1954, and Messrs. T. W. Ettridge, V. D. Fallon and H. P. Walker for a period of one year ending 31st July, 1953.

(9) Messrs. A. R. Uphill, G. Frearson, A. T. Reeves, E. Sherrington, A. R. Halbert and Mrs. W. Kinloch to be members of the Cunderdin District Hospital Board for a period of two years ending 31st July, 1954.

(10) Mrs. C. V. Pederick to be a member of the Wagin and District Hospital Visiting and Advisory Committee.

(11) Mr. C. H. Robins to be a member of the Jarrahdale District Hospital Board for the period ending 31st July, 1953, *vice* D. L. Glover.

H. T. STIFFOLD,  
Under Secretary.

HOSPITALS ACT, 1927-1948.  
Constitution of Hospital Boards.  
The Schedule.

P.H.D. 1069/47, Ex. Co. No. 1599.

Beverley District Hospital Board.

Messrs. E. W. Edwards, G. Carr, E. E. Bremner, J. R. Morrell, H. E. Blechynder, A. W. Miles, H. Doncon and Mesdames M. M. Gillespie, R. M. Ford, M. V. Gors, L. E. Yeo and L. H. Broun.

Big Bell District Hospital Board.

Messrs. E. C. Watson, W. E. Smith, J. M. Quirk, R. M. Draper and L. M. Sweet.

Upper Blackwood Soldiers' Memorial Hospital Board (Boyup Brook).

Messrs. I. H. Hector, H. N. Farrall, E. L. Cummins, R. C. Frazer, G. McM. Glynn, A. E. Henderson, J. K. Highet, V. Randell and A. P. King.

Broad Arrow Hospital Board.

Messrs. H. G. J. Ware, K. A. Wallis, J. Smith, J. Sims, J. Scott, W. Lowe, W. J. Crew and M. J. Burke.

Brookton District Hospital Board.

Messrs. A. H. Symes, W. D. Brechin, O. Mayrhofer, F. H. White, V. G. Mills, L. C. Severin and W. G. Langley.

Donnybrook District Hospital Board.

Messrs. E. J. Kemp, G. V. Mitchell, D. V. C. Farley, L. J. B. Miller, R. G. Reynolds, L. Byron and Mesdames D. V. C. Farley, S. P. Field and Miss O. J. Mitchell.

Dwellingup District Hospital Board.

Messrs. H. J. McCoy, W. Perry, W. Westwood, F. Wild, Reilly, T. Flatt, A. B. Florance and Mrs. F. Wild.

Jarrahdale District Hospital Board.

Messrs. D. G. Watkins, D. L. Glover, J. Procter, A. Cook and Mesdames M. A. Cooper and P. M. Glover.

Eastern District Memorial Hospital Board (Kellerberrin).

Messrs. L. R. Goodridge, R. J. Hobbs, L. C. Diver, F. H. Nicholls, A. McLellan, W. B. W. Prowse, F. Mather and Mesdames F. I. Carger and K. Harvey.

Kojonup District Hospital Board.

Messrs. C. D. Leach, G. Porter, J. Tudor, P. J. Rourke, T. F. Robinson and Mesdames M. E. Jefferis, A. A. I. Fryer-Smith and Miss G. E. Watson.

Koorda District Centennial Hospital Board.  
The Koorda Road Board.

Kukerin District Hospital Board.

Messrs. R. Heard, A. R. English, M. Mildwaters, C. Nenke, J. Padley, E. Adams, I. Ball, A. Woods and W. M. Collins.

Kununoppin District Hospital Board.

Messrs. J. E. Monger, H. Breakell, B. M. Gillett, J. West, H. H. Sainsbury, H. Williams, O. S. Miell, H. Pope, W. J. Purdy, C. Dilworth, A. F. Rance and H. A. Couper.

Lake Grace District Hospital Board.

Messrs. S. J. Bishop, L. K. Joy, A. H. Edwards, W. C. Luscombe, S. J. G. Jennings, H. H. Pelham, Dr. A. M. Clark and Mrs. R. Carruthers.

Mornington District Hospital Board.

Messrs. L. Hanbury, C. McLeod, G. Heighway, G. Morgan, J. White and T. Liddelow.

Mullewa District Hospital Board.

Messrs. M. B. Gaston, J. J. O'Brien, E. T. Jacob, D. S. Hebiton, A. J. Brand and Mesdames D. Gaston and M. Cunningham.

Narembeen District Hospital Board.

Messrs. G. Brotherson, A. C. Erdman, J. Easther, R. Tancock, H. T. Walker, M. Price, F. M. Matthews, W. R. Blenkinsop and B. C. Cusack.

Northampton District Hospital Board.

The Northampton Road Board.

Murray District Hospital Board (Pinjarra).

Messrs. G. Beacham, S. Daws, G. Lymon, A. F. Edward, R. T. Newman, H. C. Taylor and Mrs. A. McLarty.

Black Range District Hospital Board (Sandstone).

Messrs. P. H. Broadhurst, B. J. Allen, E. Michel, and Mesdames B. J. Allen and P. H. Broadhurst.

North Midland District Hospital Board (Three Springs).

Messrs. C. E. Maley, P. L. Millard, T. H. Perry, E. L. Franklin, C. Bussenschutt, K. Bussenschutt, J. Payne, T. Willis, H. Kau, H. Chappel and Father G. E. Sharry.

Williams District Hospital Board.

Messrs. A. McK. Sattler, K. P. Palmer, C. J. Graham, M. M. Higham, C. Lowth, H. G. Cowin and Mrs. L. H. Major.

Wiluna District Hospital Board.

Messrs. D. L. McCaskill, E. J. McKenzie, H. G. Lukin, R. McL. Gelkie and Mesdames C. J. Howard and D. A. Folvig.

Wittenoom Gorge Hospital Board.

Messrs. O. A. Allan, W. W. Passfield, nominated by Mine Management.

Messrs. C. Radley, M. C. Webster, nominated by the local people.

Mr. Hunter, departmental nominee.

Yarloop District Hospital Board.

Messrs. R. A. McCallum, P. H. Cattach, C. Jenkinson, R. Thurkle, M. Southcombe, W. J. O'Connor, T. Hudson and W. G. Savage.

Approved by His Excellency the Governor in Executive Council 11th September, 1952.

R. H. DOIG,  
Clerk of the Council.

HEALTH ACT, 1911-1950.

Bassendean Road Board—Resolution.

P.H.D. 418/45, Ex. Co. No. 1601.

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



By-laws published in the *Government Gazette* on the 2nd November, 1951, and the 16th May, 1952, shall be adopted without modification.

Passed at a meeting of the Bassendean Road Board this 25th day of June, 1952.

C. FREIBERG,  
Chairman.  
BERT GALE,  
Secretary.

Approved by His Excellency the Governor in Executive Council, 11th September, 1952.

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

#### HEALTH ACT, 1911-1950.

##### Section 293A.

##### Notice Requiring Persons to Submit to X-ray Examination.

PURSUANT to the provisions of section 293A of the Health Act, 1911-1950, persons who are included in the classes specified hereunder and to whom the provisions of that section apply, are required to undergo X-ray examination for tuberculosis at the times and places specified.

Classes.	Time.	Place.
Persons who have attained the age of 16 years and have not attained the age of 75 years (excepting persons who are in possession of an Initial Health Certificate under the Mines Regulation Act) and who—		
(a) are resident in the Dundas Road Board District as defined under the Road Districts Act at any time within the period 2nd October, 1952, to 10th October, 1952, inclusive	(a) within the period 2nd October, 1952 to 10th October, 1952, inclusive	(a) R.S.L. Hall, Roberts Street, Norseman, W.A.
(b) are resident in the Coolgardie Road Board District as defined under the Road Districts Act at any time within the period 15th October, 1952, to 17th October, 1952, inclusive	(b) within the period 15th October, 1952, to 17th October, 1952, inclusive	(b) Warden's Court, Coolgardie, W.A.

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

(Sgd.) LINLEY HENZELL,  
Commissioner of Public Health.  
16th September, 1952.

#### HEALTH ACT, 1911-1950.

Department of Public Health,  
Perth, 11th September, 1952.

P.H.D. 309/49.

HIS Excellency the Governor in Executive Council has been pleased to appoint under section 11 of the Health Act, 1911-1950, Alice Flood to be a Public Health official.

LINLEY HENZELL,  
Commissioner of Public Health.

#### HEALTH ACT, 1911-1950.

Department of Public Health,  
Perth, 17th September, 1952.

P.H.D. 1904/49.

THE following appointment made by the under-mentioned local health authority is hereby approved:—

Mandurah Road Board—Dr. A. L. Webster to be Medical Officer of Health.

LINLEY HENZELL,  
Commissioner of Public Health.

#### OPTOMETRISTS ACT, 1940-1951.

##### Optometrists Registration Board Resolution.

P.H.D. 308/41, Ex. Co. No. 1600.

WHEREAS under the provisions of the Optometrists Act, 1940-1951, the Optometrists Registration Board may make rules and may amend, repeal and add to such rules; and whereas rules were made, under and for the purposes of the said Act and published in the *Government Gazette* on the 23rd May, 1941; the 20th June, 1941; the 4th May, 1945; the 20th September, 1946; the 18th February, 1949, and 10th March, 1950, and cited as the Optometrists Registration Board Rules, 1941: Now, therefore, the Optometrists Registration Board doth amend the said Rules in the manner set forth in the Schedule hereunder.

##### The Schedule.

1. Rules Nos. 34b, 34c, 34d, 35, 36, 37, 38, 39 and 40 are repealed, and the following inserted in lieu thereof. New Rules to stand as 34e and 34f are also inserted.

34b. (1) Every person desiring to qualify for registration as an optometrist through and by means of the course of study and training prescribed by Rule 35 must first—

(a) satisfy the Board—

- (i) that he has passed the preliminary examination prescribed by Rule 34c and
- (ii) that he has arranged to be employed by a registered optometrist during the four years of the course of study and training prescribed by Rule 35. Provided that in the case where no surfacing or fitting facilities are available in the optometrical establishment, the student may obtain his first and second years mechanical training at an approved ophthalmic laboratory, and

(b) be approved by the Board.

(2) The Board may in its discretion approve or refuse to approve any such person or may require him to submit further information or evidence as to his good fame and character and as to the matters set out in paragraph (a) of subparagraph (1) of this rule.

(3) In Rules 34c, 34d and 35, the word "applicant" shall mean a person who has fully complied with paragraph (1) of this rule.

34c. (1) The prescribed preliminary examination shall be the Matriculation Examination prescribed by the University of Western Australia for persons applying to be admitted to the course for the Degree of Bachelor of Science. If Chemistry has not been taken at the leaving standard, the applicant shall be required to undertake such study of this subject during the first year of the course as the Board may determine.

34d. Every applicant applying under these rules for registration as an optometrist shall complete the course of study and training prescribed in Rule 35, and pass the examinations required, before he may be registered.

34e. All students approved by the Board shall subsequently to their approval attend at least 75 per cent. of the lectures and demonstrations each year in each subject.

34f. Any student not complying with the requirements of Rule 34e in any year shall not be eligible to sit for the annual examination in that year, unless the Board for good cause shown shall in its discretion waive this condition.

35. (1) Until the Board otherwise provides, the course of training shall consist of the following subjects:—

##### First Year.

- (a) Physics I C (Theory and Practical).
- (b) Zoology I (Theory and Practical).
- (c) Elementary Physiological Optics (Theory).
- (d) Elementary Anatomy.
- (e) Mechanical Optics I (Theory).



## Second Year.

- (a) Physics II Optics (Theory and Practical).
- (b) Physiology and Bio-chemistry (Theory).
- (c) Anatomy of the Eye and Orbit (Theory and Practical).
- (d) Ocular Embryology (Theory).
- (e) Mechanical Optics II (Theory and Practical).
- (f) Psychology of Vision (Practical).

## Third Year.

- (a) Ocular Physiology (Theory).
- (b) Physiological Optics (Theory).
- (c) Errors of Refraction (Theory).
- (d) Anomalies of Accommodation (Theory).
- (e) Instrumentation I (Theory).
- (f) Functions and Anomalies of Ocular Movement I (Theory).
- (g) Clinical Optical Appliances I (Theory).

## Fourth Year.

- (a) Ocular Physiology II and Contact Lenses (Theory).
- (b) Practical Optometry (Theory and Practical).
- (c) Functions and Anomalies of Ocular Movements II (Theory and Practical).
- (d) Instrumentation II (Theory and Practical).
- (e) Psychology (Theory).
- (f) Ocular First Aid and Hygiene (Theory).
- (g) History Law and Ethics (Theory).
- (h) Clinical Optical Appliances II (Theory).

(2) An applicant who has passed or shall hereafter pass the examinations for the time being prescribed by the University of Western Australia for the first or any subsequent year of the courses in Science, Medicine or Dental Science may in the discretion of the Board be exempted from and be credited with a pass in all or any of the subjects prescribed for the first year under paragraph (1) of this rule.

(3) The Board in its discretion may vary the order in which courses and examinations in the subjects prescribed for the third and fourth years under paragraph (1) of this rule shall be taken.

36. The annual examination shall be held during the period fixed by the University of Western Australia for its annual examinations. Every person desiring to be examined shall make application to the University of Western Australia in the form required by that University.

37. Any student who has failed to pass the annual examination in any one or more subjects may, at the discretion of the University of Western Australia, or the Board, be allowed to submit himself at a supplementary examination to be held during the period fixed by the University for its supplementary examinations immediately following in such subject or subjects.

Application to sit for a supplementary examination must be made to the University of Western Australia in the form required by that University.

38. No student shall be allowed to proceed to the fourth year of the course until he has passed the examinations for the first, second and third years of the course.

39. Students shall be subject to section 10 of the general regulations for degree courses of the University of Western Australia. Satisfactory progress shall be defined as in the first and second

year passes in at least two units for which the student has been enrolled, and in subsequent years as determined by the examiners.

40. Every person who has completed the course of optometry established in conjunction with the University of Western Australia, who has in all respects complied with the Act and Rules, and who, after the 1st day of December, 1951, has qualified for registration as an optometrist under the Act shall be entitled to a certificate in form 13 in the First Appendix to these Rules, and shall on payment of the prescribed diploma fee be eligible to receive the Diploma of Optometry of Western Australia in form 14 in the First Appendix to these Rules, and will be entitled to use the affix "Dip. Opt. W.A."

2. The First Appendix to the Rules is amended as follows:—

Forms Nos. 11 and 12 are cancelled.

3. A new form is inserted to stand as form 14 as follows:—

The Optometrists Registration Board Dip. Opt. of Western Australia.

In the name of the Board and by authority of same, be it known that..... having fulfilled all the requirements, completed the course of optometry and passed the necessary examinations, has this day been granted the Diploma of Optometry of Western Australia.

In token whereof the Board has authorised the corporate seal of the Board to be affixed.

Dated the..... day of..... one thousand nine hundred and.....

Chairman.

Registrar.

4. Add to part 1 Second Appendix—

For Diploma of Optometry of Western Australia—£2 2s. 0d.

Passed at meetings of The Optometrists Registration Board on the 13th day of March, 1952, the 9th day of April, 1952, and the 10th day of July, 1952.

KARL KNAPP,  
Chairman.

WYNN NEEDHAM,  
Registrar.

Approved by His Excellency the Governor in Executive Council, 11th September, 1952.

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

## CHILD WELFARE DEPARTMENT.

C.W.D. 772/27, Ex. Co. 1637.

HIS Excellency the Governor in Executive Council has approved of the appointment of Eloise Marcia Bales as Matron of the Methodist Children's Home, Victoria Park, in accordance with the provisions of section 16 of the Child Welfare Act, 1947-1950.

A. F. WATTS,  
Minister for Child Welfare.

## WHALING ACT, 1937.

Department of Fisheries,  
Perth, 11th September, 1952.

F.D. 63/69, Ex. Co. No. 1585.

HIS Excellency the Governor in Executive Council under the provisions of the Whaling Act, 1937, has been pleased to amend in the manner set forth in the Schedule hereunder the Whaling Act Regulations, 1939, published in the *Government Gazette* on the 11th day of August, 1939.

A. J. FRASER,  
Superintendent of Fisheries.

## Schedule.

Regulation 3 of the abovementioned regulations is amended by adding after "Humpback whales 35 feet" the words and figures "Sperm whales .... 35 feet."

## GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1950, and its regulations:—

## KALGOORLIE.

23rd September, 1952, at 2 p.m., at the Government Land Agency—

‡Boulder—Town 403, 1r. C.U.V., £12 10s.

## MERREDIN.

24th September, 1952, at 10 a.m., at the Court House—

‡Yelbeni—Town 2, 1r., £15; Town 3, 1r., £15; Town 34, 1r., £12; Town 35, 1r., £12.

## NARROGIN.

25th September, 1952, at noon, at the Government Land Agency—

‡Cuballing—Town †386, 2r. 15.5p., £15.

## PERTH.

26th September, 1952, at 3.30 p.m., at the Department of Lands and Surveys—

‡Chidlow—Town 328, 1r. 20p., £20; Town 329, 1r. 20p., £20; Town 330, 2r. 1.3p., £25; Town 331, 1r. 17.8p., £20; Town 332, 1r. 20p., £20.

‡Cottesloe—Town 214, 30.1p., £300.

‡Karragullen—\*†44, 3a. 2r. 23p., £20.

‡Mt. Helena—Town 261, 1r. 37p., £20; Town 262, 2r. 10.5p., £20; Town 263, 2r. 10.5p., £20; Town 264, 2r. 10.5p., £20; Town 265, 2r. 10.5p., £20.

‡South Kalamunda—\*†48, 1a. 2r. 32.8p., £120; \*†49, 1a. 3r. 32.8p., £110; \*†50, 2a. 0r. 11p., £120; \*†51, 2a. 1r. 19p., £120.

## COLLIE.

1st October, 1952, at 11 a.m., at the Court House—

‡Darkan—\*†145, 4a. 1r. 34p., £20.

## PINJARRA.

1st October, 1952, at 11 a.m., at the Court House—

‡Pinjarra—\*†Sub. 91, 5a. 2r. 6p., £25; \*†Sub. 95, 6a. 1r. 34p., £20; \*†Sub. 134, 5a. 2r. 5p., £12.

## PORT HEDLAND.

1st October, 1952, at 11 a.m., at the Court House—

‡Port Hedland—Town †238, 3r. 8.5p., £12.

\*Suburban for cultivation.

†Subject to payment for improvements.

‡Section 21 of the regulations does not apply.

§ Available for leasing only.

|| 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. E. SMITH,  
Under Secretary for Lands.

## FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1950, owing to non-payment of rent or other reasons.

Name, Lease, District, Reason, Corres. Plan.  
Brown, S. A.; 4489/51; Gledhow 47; conditions; 7022/09; —.

Brown, S. A.; 4866/51; Gledhow 48; conditions; 7566/10; —.  
Calver, P.; 347/7861; Hay 1407; conditions; 6187/51; 455B/40.  
Campbell, D.; 347/8112; Ningham 1968, 1969, 1971, 1970; abandoned; 197/52; 54/80.  
Dawson, W. G. E.; 3117/2533; Leonora 420; abandoned; 1963/38; Leonora.  
Gadean, S.; 3117/940; Reedy 162; £1 19s. 11d.; 667/35; Reedy.  
Greatorea, M. W. S., Greatorea, A. G. W.; 17845/68; Wellington 3511; abandoned; 6223/22; 415B/40.  
Heron, R.; 347/1517; Kojonup 7960; abandoned; 1640/37; 417D/40, 417/80.  
Parrot, H. C.; 32736/55; Jandakot A. A. 287; conditions; 10583/12; 341A/40.  
Willey, A. C.; 347/4096; Avon 25924; conditions; 2464/46; 342B/40.  
Williams, O. F.; 347/7497; Ningham 1494; abandoned; 2355/51; 55/80.

H. E. SMITH,  
Under Secretary for Lands.

## RESERVES.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

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

Corres. No. 2035/05.

VICTORIA.—No. 23600 (Flora) loc. No. 3014 (129a. 1r.). (Plan 124B/40, D1.)

Corres. No. 7035/51.

VICTORIA.—No. 23601 (Protection of Native Flora) loc. No. 10071 (about 900a.). (Plan 90/80, D1.)

Corres. No. 3525/52.

VICTORIA.—No. 23602 (Protection of Native Flora) loc. No. 10072 (about 300a.). (Plan 90/80, CD4.)

Corres. No. 7261/51.

WOOROLOO.—No. 23603 (Railway Purposes) lot Nos. 19 and 20 (1a. 0r. 23.7p.). (Plan Wooroloo.)

Corres. No. 2739/52.

MORAWA.—No. 23604 (Government Requirements—Main Roads Department) lot No. 231 (2a. 0r. 15.2p.). (Plan Morawa.)

Corres. No. 2093/52.

HAY.—No. 23605 (Recreation) loc. No. 2099 (about 40a.). (Plan 444/80, D3.)

Corres. No. 552/52.

COLLIE.—No. 23606 (Recreation and Park) lot No. 1860 (about 6a. 1r.). (Plan Collie Central.)

Corres. No. 625/50.

COCKBURN SOUND.—No. 23607 (Railway Purposes) loc. No. 1715 (2r. 18.4p.). (Plan 341C/40 and Mundijong Townsite.)

Corres. No. 1840/52.

BILBARRIN.—No. 23608 (Children's Playground) lot No. 16 (39.9p.). (Plan Bilbarrin Townsite.)

Corres. No. 3630/52.

CARNAMAH.—No. 23609 (Government Requirements—Main Roads Department) lot Nos. 54 and 55 (2r.). (Plan Carnamah Townsite.)

H. E. SMITH,  
Under Secretary for Lands.

## AMENDMENT OF RESERVES.

611 (Roebourne), 7340 (Wyndham), 10684 (Balingup), 14734 (Carnamah), 19295 (Nannup), 22595 (Tuart Hill), 23565 (Goomalling).

Department of Lands and Surveys,  
Perth, 16th September, 1952.

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

Corres. No. 2394/83, Vol. 2.—Of the amendment of reserve No. 611 (Roebourne Common) to exclude that portion now designated De Witt Location 17. (Plans Roebourne Townsite and 817/80.)

Corres. No. 5441/00.—Of the amendment of reserve No. 7340 "Water (Under Act 57 Vict., No. 20)," to exclude that portion now designated Wyndham Lot 472 and of its area being reduced to about 2151 acres accordingly. (Plan Wyndham Sheet 2.)

Corres. No. 10526/06.—Of the amendment of reserve No. 10684 (Balingup Lot 14)—(Hall Site R.S.S. & A.I.L.A.) to exclude the portion now designated Balingup Lot 245 and of its area being reduced to 1 rood 25 perches accordingly. (Plan Balingup Townsite.)

Corres. No. 10126/11, Vol. 2.—Of the amendment of reserve No. 14734 (Excepted from Sale and Occupation) to exclude Carnamah Lots 54 and 55; and of its area being reduced to about 2 roods accordingly. (Plan Carnamah.)

Corres. No. 3254/08, Vol. 2.—Of the amendment of reserve No. 19295 (Public Utility) to exclude Nannup Lot 171, and of its area being reduced to 1 rood 5 1/10th perches accordingly. (Plan Nannup.)

Corres. No. 4250/46.—Of the amendment of reserve No. 22595 (Swan Locations 4151, 4153, 4154 and 4171)—Schoolsite to include Swan Locations 5406 and 5407; and of its area being increased to 3 acres 2 roods 34 perches accordingly. (Plan 1D/20, N.E.)

Corres. No. 1074/52.—Of the amendment of reserve No. 23565 (Railway Purposes) by the addition of Goomalling Lots 191, 192 and 326, and of its area being increased to 2 acres 3 roods 26 perches accordingly. (Plan Goomalling Townsite.)

H. E. SMITH,  
Under Secretary for Lands.

CLASS "B" RESERVE.  
5988 (Manning Park).

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 3741/24.

HIS Excellency the Governor in Executive Council has been pleased to approve, under sections 31 and 37 of the Land Act, 1933-1950, of the following:—

(a) The cancellation of the classification as of Class "B" of that portion of Class "B" Reserve No. 5988 described in the Schedule hereto; and

(b) The amendment of Class "B" Reserve No. 5988 to exclude that portion described in the Schedule hereto.

Schedule.

A strip of land 50 links in width and extending along the Southern boundary of Class "B" Reserve 5988 about 2,014 links from the Eastern alignment of Bruce Street to the prolongation Northward of the Western boundary to lot 23 of Canning Location 37. (Plan 1D/20, S.E.)

H. E. SMITH,  
Under Secretary for Lands.

PARKS AND RESERVES ACT, 1895-1947.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

HIS Excellency the Governor in Executive Council, under the provisions of the Parks and Reserves Act, 1895-1947, has been pleased to approve of the amendments in the manner mentioned in the Schedule hereunder of the by-laws made by the Rottneest Board of Control and published in the *Government Gazette* on the 8th day of December, 1933, and amended by notices published in the *Government Gazette* on the 30th day of July, 1937, and the 1st day of April, 1938.

H. E. SMITH,  
Under Secretary for Lands.

Schedule.

The abovementioned by-laws are amended as follows:—

1. By-law 16 is amended—

(a) by inserting before the word "Permits" in line one the figure one in brackets thus "(1)"; and

- (b) by inserting the words "or owner" after the word "captain" in line one; and  
(c) by substituting for the word "sixpence" in line nine the words "one shilling"; and  
(d) by adding after the word "issued" in line 10 the words "to a person over the age of 12 years and on the payment of a fee of 6d. for each permit issued to a person over six years and under 12 years of age";  
(e) by inserting a new paragraph (2) as follows:—

(2) A return showing particulars of the trips made and the passengers carried during the month shall be supplied to the Rottneest Board of Control at the end of each month by the captain or owner of any steamer or other vessel or the owner or person in charge of any airplane or seaplane and a remittance of the fees for permits issued shall accompany the return.

2. Delete by-laws 16A and 16B.

3. Delete by-law 19 and insert in lieu thereof a new by-law 19 as follows:—

19. Children under six years of age, officials and workmen of the Rottneest Board of Control, members of the Board and permanent residents of Rottneest Island are exempted from the provisions of by-law 14.

4. Delete the Schedule to the by-laws.

Passed at a meeting of the Rottneest Board of Control, this 1st day of August, 1952.

VAL. R. ABBOTT,  
Chairman.

Approved by His Excellency the Governor in Executive Council, this 11th day of September, 1952.

R. H. DOIG,  
Clerk of the Council.

CHANGE OF PURPOSE, ETC., OF RESERVES.

8279 (Bakers Hill), 18266 (Tardun), 18270 (Bencubbin), 16588 (Wongan Hills).

Department of Lands and Surveys,  
Perth, 16th September, 1952.

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

Corres. No. 3701/52.—Of the purpose of reserve No. 8279 (Bakers Hill Lots 166, 167 and 168) being changed from "Excepted from Sale" to "Public Utility." (Plan Bakers Hill.)

Corres. No. 6989/20.—Of the purpose of reserve No. 18266 being changed from "Railways Water Supply" to "Water Supply." (Plans Tardun Townsite 127/80, 128/80, 155/80 and 156/80.)

Corres. No. 2051/23.—Of the purpose of reserve No. 18270 (Bencubbin Lot 46) being changed from "Public Buildings (State)" to "Children's Playground." (Plan Bencubbin Townsite.)

Corres. No. 2751/16.—Of the purpose of reserve No. 16588 (Wongan Hills Lot 156) being changed from "Racecourse" to "Recreation (Golf Links)"; and of its amendment to include the area of about 40 acres adjoining its North-Western boundary; and of its area being increased to about 144 acres accordingly. (Plan Wongan Hills.)

H. E. SMITH,  
Under Secretary for Lands.

RURAL RELIEF FUND.  
Appointment of Trustee.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 2770/35.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 4 of the Rural Relief Fund Act, 1935, Arthur Reginald Barrett as a Trustee under the said Act, *vice* Henry Kennedy Maley, who has resigned.

H. E. SMITH,  
Under Secretary for Lands.

## GOOMALLING TOWNSITE.

Amendment of Boundaries.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 11224/02, Vol. 5.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of the amendment of the boundaries of Goomalling Townsite to comprise the area described in the Schedule hereto.

## Schedule.

All that portion of land bounded by lines starting at the Northernmost corner of Avon Location 19913, a point on the South-Western boundary of location 1545, and extending South-Westerly along the North-Western boundary of location 19913 and onwards to and along the North-Western boundary of location 12936 and again onwards to a point in prolongation South-Easterly of a North-Eastern boundary of location 6811; thence North-Westerly to and along that boundary and onwards to the North-Western side of road No. 26; thence South-Westerly along that side to the Southernmost corner of location 4733; thence North-Westerly along the South-Western boundary of that location to the South-Eastern side of the Northam-Goomalling Railway Reserve; thence generally Northerly along that side to the North-Eastern boundary of location 4732; thence North-Westerly along that boundary and onwards to and along the North-Eastern boundary of location 3543 for a distance of 14 chains; thence North-Easterly on a bearing of 63 deg. 47 min. to a point in prolongation North-Westerly of the South-Western boundary of location 1545 and thence South-Easterly to and along that boundary to the starting point. (Plans Goomalling Townsite and 32C/40.)

H. E. SMITH,  
Under Secretary for Lands.

## TOODYAY TOWNSITE.

Amendment of Boundaries.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 8365/09.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of the amendment of the boundaries of Toodyay Townsite to comprise the area described in the Schedule hereto.

H. E. SMITH,  
Under Secretary for Lands.

## Schedule.

All that portion of land bounded by lines starting at a point in prolongation North-Westerly of the South-Western side of Sherwood Road and situate on the South-Eastern boundary of Avon Location 3 and extending North-Easterly and North-Westerly along boundaries of that location and onwards to the right bank of the Avon River; thence generally North-Westerly downwards along that bank to a point in prolongation South-Westerly of the South-Eastern side of Gibney Street as shown on Land Titles Office Deposited Plan 3649; thence North-Easterly to and along that side to the South-Western side of the Toodyay-Bolgart Railway Reserve; thence generally South-Easterly along that side of the South-Eastern side of Reserve Street; thence generally North-Easterly along that side to the South-Western boundary of lot 144 of location U3 (Bishop Gibney's Reserve); thence South-Easterly, North-Easterly and North-Westerly along boundaries of that lot to the North-Western corner of lot 74; thence North-Easterly along the North-Western boundary of that lot and onwards to and along that of lot 133 to the South-Western side of Short Street; thence South-Easterly along that side to the North-Western side of Connor Street; thence North-Easterly along that side to the South-Eastern corner of lot 128; thence Southerly to the Northernmost corner of lot 138; thence generally South-Easterly along the Eastern boundaries of lots 138

and 52A, as shown on Land Titles Office Deposited Plan 3649, and lots 89, 88 and 86 to 77 inclusive, as shown on Land Titles Office Deposited Plan 3650, and onwards to the left bank of the Avon River; thence generally South-Easterly upwards along that bank to the South-Eastern side of road No. 1126; thence South-Westerly along that side to the North-Eastern corner of lot 17 of location V, as shown on Land Titles Office Deposited Plan 88; thence generally South-Easterly along the North-Eastern boundaries of lots 17 to 21 inclusive to the left bank of the Avon River; thence generally Southerly upwards along that bank to the South-Eastern corner of lot 31; thence Westerly along the Southern boundary of that lot and onwards to the Western side of road No. 106; thence Northerly along that side to the South-Eastern corner of lot 15; thence South-Westerly along the South-Eastern boundary of that lot and onwards for a distance of 1 chain 59 and 1/10th links; thence North-Westerly parallel to the South-Western boundary of lot 15 and onwards to the North-Western boundary of location V; thence South-Westerly along that boundary to the North-Eastern boundary of reserve 7678; thence North-Westerly along the North-Eastern boundaries of reserves 7678 and 6665 and location 1007 to the South-Eastern side of Folewood Road (road No. 2865); thence South-Westerly and South-Easterly along sides of that road to the North-Easternmost corner of location 1469; thence South-Westerly along a Northern boundary of that location to a point in prolongation South-Easterly at the South-Western side of Sherwood Road and thence North-Westerly to and along that side and onwards to the starting point. (Plans Toodyay Townsite and 27D/40.)

## ROEBOURNE TOWNSITE.

Amendment of Boundaries.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 1873/93.

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of the boundaries of Roebourne Townsite being amended to exclude the portion now comprised in De Witt Location 17. (Plan Roebourne and 817/80.)

H. E. SMITH,  
Under Secretary for Lands.

## CHANGE OF NAME OF ROAD.

Perth Road District.

Department of Lands and Surveys,  
Perth, 17th September, 1952.

Corres. No. 2084/33.

IT is hereby notified, for general information, that His Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1950, of the name of that part of Adelaide Street from the Eastern extremity of road No. 10855 to the Eastern boundary of Swan Location 1154 in the Perth Road District being changed to West Coast Highway, and such road shall hereafter be known and distinguished as "West Coast Highway" accordingly. (Plan 1A/40.)

H. E. SMITH,  
Under Secretary for Lands.

## NAMING OF CHEETARRA.

North Collie.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 1895/45.

IT is notified, for general information, that the State Housing Commission subdivision at North Collie shall be known and distinguished as "Cheetarra." (Plan Collie Central.)

H. E. SMITH,  
Under Secretary for Lands.

## OPEN FOR SALE.

Balingup Lot 245.

Applications Close 15th October, 1952.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 10526/06.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1950, of Balingup Lot 245 being made available for sale in fee simple, priced at £30 and subject to the following conditions:—

1. Applications, accompanied by a deposit of 10 per cent. of the fixed price, must be lodged at the Lands Office, Perth, on or before Wednesday, 15th October, 1952.

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

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

H. E. SMITH,  
Under Secretary for Lands.

## NOW OPEN FOR SALE.

Wyndham Lot 472.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

Corres. No. 6026/14.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1950, of Wyndham Lot 472 being made Now Open for Sale in fee simple priced at £70. (Plan Wyndham.)

H. E. SMITH,  
Under Secretary for Lands.

## LOTS OPEN FOR SALE.

Department of Lands and Surveys,  
Perth, 16th September, 1952.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale under the conditions specified, by public auction, as provided by the Land Act, 1933-1950, at the following upset prices:—

Applications to be lodged at Perth.

Corres. No. 3274/52.

KIRUP.—Town 36, £60; 26, £20; 33 and 34, £10 each. Suburban for Cultivation 37, £65.

Corres. No. 3661/51.

MUNTADGIN.—Town 41, £15.

Corres. No. 3254/08, Vol. 2.

NANNUP.—Town 171, £30.

Corres. No. 6063/50.

WILLIAMS.—Suburban for Cultivation 123 and 125, £25 each. (Plan Williams, Sheet 2.)

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

H. E. SMITH,  
Under Secretary for Lands.

## OPEN FOR SALE.

York Lot 384.

Applications Close 1st October, 1952.

Department of Lands and Surveys,  
Perth, 3rd September, 1952.

Corres. No. 6683/08, Vol. 2.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1950, of York Lot 384 being made available for sale in fee simple, priced at £25, and subject to the following conditions:—

1. Applications, accompanied by a deposit of 10 per cent. of the fixed price, must be lodged at the Lands Office, Perth, on or before Wednesday, 1st October, 1952.

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

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

H. E. SMITH,  
Under Secretary for Lands.

## LAND ACT, 1933-1950.

Part V, Divisions 1 and 4.

Special Settlement Lands.

Open Wednesday, 1st October, 1952.

Department of Lands and Surveys,  
Perth, 3rd September, 1952.

Corres. No. 2062/52.

IT is hereby notified, for general information, that Esperance Locations 1467 and 1468, situated about 8 miles South-East of Gibson Siding and comprising about 2,225 acres each, have been set apart for the purposes of Special Settlement, pursuant to the provisions of Part V (Divisions 1 and 4) of the Land Act, 1933-1950, and subject to the regulations of the said Act as modified by the special conditions set out hereunder.

Such land is available subject to survey and priced at 2s. per acre (ex survey fee). Applications should be lodged at the Department of Lands and Surveys, Perth, not later than Wednesday, 1st October, 1952, accompanied by a deposit of £16 (for each location).

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

## Special Conditions.

(1) Maximum area allowed to be selected by any one person is limited to 2,500 acres.

(2) The selector must take up residence within one year from the date of approval of application, and make it his habitual residence for the following five years.

(3) After the first year the selector shall clear, cultivate and lay down in pastures one-tenth of the area each year for the next succeeding four years, such clearing, cultivation and pastures shall be properly maintained.

(Plan 423/80, E2-3.)

H. E. SMITH,  
Under Secretary for Lands.

## LAND ACT, 1933-1950.

Part V, Divisions 1 and 4.

Special Settlement Lands.

Open Wednesday, 1st October, 1952.

Department of Lands and Surveys,  
Perth, 3rd September, 1952.

3154/50, Vol. 2.

IT is hereby notified, for general information, that Plantagenet Location 5775, containing 587 acres and situated two miles East of Redmond, has been set apart for the purposes of Special Settlement, pursuant to the provisions of Part V (Divisions 1 and 4) of the Land Act, 1933-1950, and subject to the regulations of the said Act, as modified by the special conditions set out hereunder.

Such land is available subject to survey, classification and pricing and applications should be lodged at the Department of Lands and Surveys, Perth, not later than Wednesday, 1st October, 1952, accompanied by a deposit of £8 10s.

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

## Special Conditions.

(1) Applications are limited to areas not exceeding 800 acres in all, with a maximum area of 500 acres of cultivable land suitable for establishing pasture.

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

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

(Plan 451D/40, B3-4.)

H. E. SMITH,  
Under Secretary for Lands.

## LAND ACT, 1933-1950.

Part V—Divisions 1 and 4.

Special Settlement Lands.

Open Thursday, 9th October, 1952.

Department of Lands and Surveys,  
Perth, 10th September, 1952.

Corres. No. 5345/48.

IT is hereby notified, for general information, that Esperance Location 1394, containing 249a. 1r. 12p. and situated about 16 miles West of Caitup Siding, has been set apart for the purposes of Special Settlement, pursuant to the provisions of Part V (Divisions 1 and 4) of the Land Act, 1933-1950, and subject to the regulations of the said Act as modified by the special conditions set out hereunder. Such land is available for selection priced at 4s. 9d. per acre.

Applications should be lodged at the Department of Lands and Surveys, Perth, not later than Thursday, 9th October, 1952, accompanied by a deposit of £1 10s. 6d. All applications received on or before that date will be treated as having been received on that date, and in the event of more than one application being received, the application to be granted will be decided by the Land Board.

## Special Conditions.

(1) The maximum area allowed to be selected by any one person is limited to 2,500 acres.

(2) The selector or his agent must take up residence within one year from the date of approval and make it his habitual residence for the following five years.

(3) After the first year, the selector shall clear, cultivate and lay down in pastures one-tenth of the area each year for the next succeeding four years; such clearing, cultivation and pastures shall be properly maintained.

(Plan 423/80, AB3.)

H. E. SMITH,  
Under Secretary for Lands.

## APPLICATIONS FOR LEASING.

Reserves Nos. 264 and 9358 (at Isseka).

Applications Close Wednesday, 1st October, 1952.

Department of Lands and Surveys,  
Perth, 3rd September, 1952.

Corres. No. 5895/04, Vol. 2.

APPLICATIONS are invited for a lease for Grazing Purposes, for a period of five (5) years at a rental of five pounds per annum and subject to the following conditions:—

(a) The reserves must be adequately fenced on their external boundaries within six (6) months of the commencement of the lease.

(b) No timber or scrub is to be removed or destroyed.

(c) No compensation will be payable for improvements existing at the expiration or earlier determination of the lease.

(d) The lessee will have the right to remove the fence at the expiration or earlier determination of the lease.

Applications, accompanied by a deposit of £3 10s., must be lodged at the Lands Department, Perth, on or before Wednesday, 1st October, 1952.

In the event of there being more applications than one for leasing this reserve, the application to be granted shall be decided by the Land Board.  
(Plan 157A/40, A1.)

H. E. SMITH,  
Under Secretary for Lands.

## LAND OPEN FOR PASTORAL LEASING.

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

WEDNESDAY 24th SEPTEMBER, 1952.

North-West Division, Koondra and Windell  
Districts.

Corres. 700/51. (Plan 80/300.)

IT is hereby notified for general information that an area of land about 189,270 acres bounded by lines, commencing at the South-West corner of lease 394/1330, extending South about 60 chains, West about 438 chains, North 300 chains, West about 1,152 chains, South about 745 chains to the Northern boundary of lease 394/1174, thence East along the Northern boundaries of leases 394/1174 and 394/421 to the North-East corner of lease 394/421 thence South about 20 chains, East about 1,188 chains, North about 790 chains, West about 800 chains, South about 286 chains and West about 389 chains to the starting point, will be re-available for Pastoral Leasing as from Wednesday, 24th September, 1952. Subject to payment for existing improvements.

## WEDNESDAY, 1st OCTOBER, 1952.

South-West Division, Victoria District.

Corres. No. 3433/52. (Plan 192/80, B4.)

IT is hereby notified, for general information, that an area of about 1,394 acres, bounded by lines commencing at the North-East corner of Victoria Location 4624, and extending East about 116 chains, South about 151 chains, West about 80 chains, North 93 chains, West about 36 chains and North about 56 chains to the starting point, will be available for Pastoral Leasing as from Wednesday, 1st October, 1952.

## THURSDAY, 9th OCTOBER, 1952.

Kimberley Division—Bulara District.

Corres. No. 550/38. (121 and 131/300.)

IT is hereby notified, for general information, that an area of about 20,000 acres, being the land contained within M. J. Savage's late lease 396/612, will be re-available for pastoral leasing as from Thursday, 9th October, 1952. Subject to payment for improvements, if any.

## WEDNESDAY, 15th OCTOBER, 1952.

North-West Division, De Grey District.

Corres. No. 254/51. (Plans 108 and 109/300.)

IT is hereby notified, for general information, that an area of about 185,151 acres, being the land contained within late pastoral leases 394/562, 394/563 and the surrendered portion of 394/816 (formerly held by C. K. Blair) will be re-available for pastoral leasing as from Wednesday, 15th October, 1952. Subject to payment for improvements.

## WEDNESDAY, 22nd OCTOBER, 1952.

North-West and Eastern Divisions—Thaduna and Hann Districts.

(Portion of Bald Hill Station.)

Corres. No. 6688/49. (Plan 80/300.)

IT is hereby notified for general information that an area of about 195,971 acres, being that portion of land contained within late pastoral leases 394/1111, 394/1112, 395/737 and the area bounded by such late leases and the prolongation Northward

of the Western boundary of late lease 394/1111, excluding reserve No. 11455, will be re-available for pastoral leasing as from Wednesday, 22nd October, 1952. Subject to payment for improvements.

H. E. SMITH,  
Under Secretary for Lands.

#### LAND OPEN FOR SELECTION.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1950, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Department of Lands and Surveys, Perth, not later than the date specified, but may be lodged before such date, if so desired.

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

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

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

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

#### SCHEDULE.

##### PERTH LAND AGENCY.

##### WEDNESDAY, 1st OCTOBER, 1952.

Avon District (6 miles East of Merredin).

Corr. No. 4415/51. (Plan 24/80, BC2.)

Locations 25295 and 25299, containing 779a. 3r. 20p. and 150a. 0r. 21p., respectively, at 5s. per acre; subject to payment for improvements, if any; being J. A. Kuhne's cancelled lease 347/7639. Deposit required, £1 19s. 2d.

Jilbadji District (6 miles West of Marvel Loch).

Corr. No. 347/51. (Plan 23/80, EF1-2.)

Locations 396, 407 and 409, containing 1,583a. 0r. 23p., 1,043a. 1r. 17p. and 1,082a. 3r. 28p., respectively, all at 2s. 9d. per acre; subject to payment for improvements and the following conditions:—This lease is to be issued subject to the right of any person being the holder of a Miner's Right to enter on the land for prospecting purposes and also to the right reserved to the Crown, in addition to the statutory rights of resumption, to resume the said land or any portion thereof and declare the same to be Crown land, within the meaning and for the purposes of the Mining Act, 1904-1937, without compensation either in respect of damage done to the said land by the prospector in the proper exercise of his rights under the Mining Act, 1904-1937, or in respect of the declaration or resumption aforesaid excepting for the value of improvements (if any) then being on the land so resumed. Being B. Panizza's expired leases 3116/1864 and 3116/1025. Deposit required, £2 18s. 3d.

Jilbadji District (22 miles South of Moorine Rock).

Corr. No. 4436/51. (Plan 23/80, C3-4.)

Location 516, containing 2,042a. 0r. 18p., at 3s. per acre; classification page 35 of 5957/27, Vol. 1; subject to payment for improvements and mining conditions; being P. Taukulis' cancelled application. Deposit required, £2 10s.

Kojonup District (about 11 miles South of Badjebup).

Corr. No. 994/29. (Plan 417/80, D3.)

Locations 5382, 6267 and 6353, containing 160a., 590a. and 870a., respectively, at 15s. 9d., 9s. 6d. and 5s. 9d. per acre, respectively; subject to payment for improvements, if any.

Melbourne District (2 miles West of Watheroo).

Corr. No. 3053/50. (Plan 63/80, C1.)

Location 3389, containing 706a. 3r. 5p., at 6s. 3d. per acre; classification page 7 of 734/37; subject to exemption from road rates for two years from date of approval of application; being F. J. York's cancelled lease 347/6526. Deposit required, £1 16s. 11d.

Peel Estate (about 4 miles South-West of Karnup).

Open under Part V, Sec. 53.

Corr. No. 341/33. (Plan 341D/40, B4.)

Lots 886 and 1045, containing 2a. 1r. and 1a. 3r. 21p., respectively; purchase price, £2 each; available to adjoining holders only.

Plantagenet District (near Youngs Siding).

Corr. No. 2020/21. (Plans 456B/40, F1; 457A/40, A1.)

Locations 2934, 2935, 2936 and 2937, containing about 37a., 37a. 1r. 10p., 40a. 3r. 30p. and 36a. 3r., respectively, all at 10s. per acre; classification page 62 of 2020/21; subject to payment for improvements. The previous *Gazette* notice concerning these locations is hereby cancelled. Deposit required, £1 7s. 11d.

Victoria District (about 11 miles East of Canna).

Corr. No. 1861/37. (Plan 128/80, CD1 and 2.)

Locations 8430 and 8769, containing 3,555a. 2r. 16p., at 3s. 6d. per acre; subject to payment for improvements (if any).

Victoria District (4 miles East of Eradu).

Corr. No. 5400/49. (Plan 157C/40, F3-4.)

Location 4048, containing 2,352a. 3r. 17p., at 5s. 3d. per acre; classification page 3 of 5400/49; subject to exemption from road rates for two years from date of approval of application; being F. and G. Latham's cancelled lease 347/6134. Deposit required, £2 10s.

Wellington District (2 miles West of Donnybrook).

Corr. No. 848/43. (Plan 414A/40, B1.)

Location 1446, containing 53a. 3r. 23p., at £1 7s. 9d. per acre; classification page 29 of 5400/49; subject to payment for improvements, if any; being G. F. Palmer's cancelled lease 347/3553. Deposit required, £1 6s. 5d.

##### THURSDAY, 9th OCTOBER, 1952.

Avon District (13 miles North of Kellerberrin).

Corr. No. 636/50. (Plan 25/80, B1.)

Location 18118, containing 280a. 2r. 7p., at 11s. per acre; classification page 4 of 636/50; subject to exemption from road rates for two years from date of approval of application; being F. C. Johnson's cancelled lease 347/6408. Deposit required, £1 10s. 6d.

Avon District (near Burracoppin).

Corr. No. 4348/46. (Plan 24/80, C1.)

Locations 24887 and 27261, containing 392a. 1r. 39p. and 1,149a. 0r. 8p., respectively, at 7s. per acre; classification page 11 of 4673/26; subject to payment for improvements, if any; being W. A. Skuthorp's cancelled lease 347/4432. Deposit required, £2 4s. 5d.

Sussex District (2 miles South of Dunsborough).

Corr. No. 3921/50. (Plan 413A/40, B2.)

Location 1042, containing 244a. 3r. 37p., at £1 per acre (excluding survey fee); classification page 52 of 2354/38; subject to survey, exemption from



road rates for two years from date of approval of application, and to special conditions which govern selection in this district; being J. T. Smith's cancelled lease 347/6370. Deposit required, £1 10s. 6d.

Victoria District (2 miles South-East of Eradu).

Corr. No. 917/49. (Plan 157C/40, F4.)

Location 4046, containing 3,501a. 3r. 13p., at 4s. per acre; classification page 6 of 917/49; subject to exemption from road rates for two years from date of approval of application, and poison conditions; being F. Latham's cancelled lease 347/5887. Deposit required, £2 18s. 3d.

Williams District (8 miles North of Moulyinning).

Corr. No. 1829/36. (Plan 386D/40, B3 and 4.)

Location 10489, containing 768a. 1r. 37p., at 6s. 3d. per acre; classification page 14 of 1829/36; subject to exemption from road rates for two years from date of approval of application, and poison conditions. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 16s. 11d.

Williams District (7 miles South of Harrismith).

Corr. No. 3546/25. (Plans 386/80, D3; 386D/40, C3.)

Locations 13256 and 13257, containing 446a. 3r. 18p. and 160a., respectively, at 9s. 6d. per acre; classification page 13 of 3546/25; subject to poison conditions. The previous *Gazette* notice concerning these locations is hereby cancelled. Deposit required, £1 15s. 9d.

Williams District (7 miles South-East of Highbury).

Corr. No. 1756/26. (Plan 385C/40, E4.)

Location 14241, containing 241a. 1r. 32p., at 10s. per acre; classification page 5 of 1756/26; subject to exemption from road rates for two years from date of approval of application; being G. B. Brown's cancelled lease 20975/68. Deposit required, £1 10s. 6d.

Williams District (8 miles South-East of Tincurrin).

Corr. No. 464/27. (Plan 386D/40, C3.)

Location 14352, containing 174a. 1r. 3p., at 14s. 6d. per acre; classification page 10 of 464/27; subject to poison conditions. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 8s. 8d.

**WEDNESDAY, 15th OCTOBER, 1952.**

Avon District (about 4½ miles North-East of Kondinin).

Corr. No. 2358/32. (Plans 376/80, B1; 345/80, B4.)

Location 23888, containing about 810a.; subject to survey and pricing. Deposit required, £10.

Avon District (5 miles South-West of Koonadgin Siding).

Corr. No. 3923/49. (Plan 24/80, C4.)

Location 19101, containing 688a., at 8s. 9d. per acre; classification page 17 of 4117/12, Vol. 1; subject to exemption from road rates for two years from date of approval of application; being P. V. Eaton's cancelled lease 347/6077. Deposit required, £1 15s. 9d.

Avon District (5 miles South of Burracoppin).

Corr. No. 6314/48. (Plan 24/80, C2.)

Location 20723, containing 2,701a., at 4s. per acre; classification page 28 of 6314/48; subject to exemption from road rates for two years from date of approval of application; being M. L. Butterworth's cancelled lease 347/5596. Deposit required, £2 13s.

Kent District (17 miles South-East of Jeramungup).

Corr. No. 2512/23. (Plan 434/80, CD3.)

Locations 816, 815, 822, 832, 837 and 418, containing 2,016a. 0r. 34p., 193a. 2r. 5p., 631a. 2r. 3p., 101a. 1r. 25p., 181a. 0r. 1p. and 443a. 1r. 11p., respectively, all at 3s. per acre; classifications pages 16 of 4851/23, 8 of 2097/23, 7 of 6058/23, 7 of 1821/24, 18 of 4541/24 and 47 of 2512/23, respectively; also location 416, containing about 212a., at 4s. 9d. per acre; classification page 8 of 4541/24; locations 816, 815, 822, 832, 837 and 418 are subject to Rural and Industries Bank indebtedness; being C. Wellstead's cancelled leases 18969/68, 18966/68, 18967/68, 18968/68, 16703/68 and 19462/68. The previous *Gazette* notice concerning location 416 is hereby cancelled. Deposit required, £2 18s. 3d.

Nelson District (about 5 miles North-West of Bridgetown).

Corr. No. 1331/37. (Plan 439B/40, E1.)

Location 11255, containing 50a. 0r. 6p., at £1 5s. 9d. per acre; subject to timber conditions. Deposit required, £1 6s. 5d.

Ningham District (about 12 miles North of Wialki).

Corr. No. 3359/52. (Plan 66/80, EF1.)

The area of about 3,100 acres, bounded by Ningham Locations 3111, 3112, 3113, 3114, 3127, the surveyed road adjoining the Eastern boundary of location 3048 and the prolongation Eastward of the Northern boundary of said location 3048. Subject to survey, classification, pricing and to provision of any necessary roads. Deposit required, £18 16s. 3d.

Plantagenet District (about 6 miles North of Borden).

Corr. No. 6141/51. (Plan 435/80, A1.)

Location 3026, containing about 240a., at 10s. 6d. per acre; available to adjoining holders only. Deposit required, £1 10s. 6d.

Roe District (about 18 miles North-East of Lake Bidby).

Corr. No. 1208/30. (Plan 375/80, D4.)

Location 1488, containing 2,339a. 3r. 11p., at 7s. 6d. per acre (including survey fee). Deposit required, £2 10s.

Sussex District (about 3 miles North-East of Forest Grove).

Corr. No. 2161/52. (Plan 440D/40, B and C3.)

Location 4036, containing about 336a.; subject to survey, classification and pricing. Deposit required, £7 3s. 9d.

Victoria District (near Pindar).

Corr. No. 2922/52. (Plan 155/80, A1.)

The area of about 1,890 acres, bounded by reserve No. 1019 and Victoria Locations 9325, 9326, 3644, 9834 and 9383 (excluding roads). Subject to survey and priced at 2s. per acre (excluding survey fee). Deposit required, £14 10s.

Williams District (about 6 miles North-East of Barton).

Corr. No. 10966/11. (Plan 385C/40, E4.)

The area of about 190 acres, bounded by Williams Locations 9429, 10025, 13479, 13839, 4013, 8666, 7196, 12003 and 10733. Subject to survey, classification, pricing and timber conditions. Deposit required, £5 6s. 3d.

Williams District (about 7 miles North of Nyabing).

Corr. No. 2451/37. (Plan 408/80, F3.)

Locations 11517 and 13767, containing 1,642a. 2r. 18p., at 10s. 9d. per acre. Deposit required, £2 5s. 11d.

Williams District (about 8 miles North of  
Tarin Rock).

Corr. No. 3370/27. (Plans 386/80, F2; 387/80, A2.)

Location 9962, containing 1,000a., at 11s. per acre; classification page 7 of 3370/27; subject to poison conditions. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 19s. 2d.

Williams District (5 miles South of Tollibin).

Corr. No. 3420/28. (Plan 386D/40, A3.)

Locations 12436 and 12347, containing 2,944a. 2r. 39p. and 160a. 0r. 11p., respectively, at 6s. per acre; classification page 14 of 3420/28; subject to poison conditions. The previous *Gazette* notices concerning these locations is hereby cancelled. Deposit required, £2 15s. 8d.

Williams District (about 7 miles South-East  
of Tincurrin).

Corr. No. 363/21. (Plan 386D/40, C3.)

Location 12478, containing 463a. 0r. 6p., at 11s. per acre; classification page 5 of 363/21. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 13s. 6d.

Williams District (5 miles North of Duggan).

Corr. No. 4104/21. (Plan 386/80, F3.)

Location 12579, containing 1,433a. 0r. 38p., at 6s. per acre; classification page 4 of 4104/21; subject to poison conditions. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 4s. 5d.

Williams District (14 miles East of Dudinin).

Corr. No. 5576/22. (Plan 386/80, F1.)

Locations 12785 and 13217, containing 800a. 0r. 36p. and 776a. 0r. 29p., respectively, at 10s. and 7s. 6d. per acre, respectively; classifications pages 6 of 5576/22 and 19 of 5576/22, respectively; subject to poison conditions. The previous *Gazette* notice concerning these locations is hereby cancelled. Deposits required, £1 16s. 11d. (for each location).

Williams District (17 miles East of Dudinin).

Corr. No. 5861/28. (Plans 386/80, F1; 387/80, A1.)

Locations 13126, 14400 and 11758, containing 500a. 1r. 3p., 557a. 0r. 7p. and 1,087a. 3r. 33p., respectively, all at 8s. 6d. per acre; classifications pages 8 of 4337/26, 9 of 3663/27 and 8 of 5861/28, respectively; subject to poison conditions. The previous *Gazette* notices concerning these locations is hereby cancelled. Deposit required, £2 10s.

Williams District (10 miles North-West of  
Kukerin).

Corr. No. 3531/25. (Plan 386/80, DE3.)

Location 13253, containing 913a. 3r. 37p., at 8s. per acre; classification page 6 of 3531/25; subject to poison conditions. The previous *Gazette* notice concerning this location is hereby cancelled. Deposit required, £1 19s. 2d.

H. E. SMITH,  
Under Secretary for Lands.

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

##### Closure of Road.

I, H. I. JOHNSON, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Denmark Road Board to close the said portion of road, viz:—

Denmark.

7/08.

D.329. Part of the surveyed road on the Western boundary of Denmark Lot 191 commencing at a point on said boundary situate 82.4 links South of the North-West corner of the said lot (Diagram 45587) and extending 163 deg. 29 min. 3 chains

42.8 links; thence 229 deg. 38 min. 2 chains 83.8 links and 13 deg. 3 min. 5 chains 26 links to the starting point. (Plan Denmark Townsite.)

H. I. JOHNSON.

I, Gustave Alfred Hard on behalf of the Denmark Road Board, hereby assent to the above application to close the road therein described.

GUS. A. HARD,  
Chairman Denmark Road Board.

25th March, 1952.

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

##### Closure of Road.

WE, A. Blake, J. H. Blake, L. H. Blake and S. O. Blake, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Quairading Road Board to close the said portion of road, viz:—

Quairading.

1734/39.

Q.59. The surveyed road along the Westernmost boundary of Avon Location 8936; from a surveyed road at the North-West corner of the location to the North-East corner of Location 19725. (Plan 343B/40, E1.)

A. BLAKE.  
L. H. BLAKE.  
J. H. BLAKE.  
SYBIL BLAKE.

I, T. W. Ettridge, on behalf of the Quairading Road Board, hereby assent to the above application to close the road therein described.

T. W. ETTRIDGE,  
Chairman, Quairading Road Board.

8th September, 1952.

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

##### Closure of Road.

I, KENNETH ALEXANDER STONE, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Pingelly Road Board to close the said portion of road, viz:—

Pingelly.

5737/49.

P.385. The surveyed road along part of the North-West boundary of Avon Location 5203 commencing at the West corner of said location and extending North-Eastward along said boundary a distance of one chain. (Plan 343D/40 C4.)

K. A. STONE.

I, F. D. Smith, on behalf of the Pingelly Road Board, hereby assent to the above application to close the road therein described.

F. D. SMITH,  
Chairman Pingelly Road Board.

22/8/1951.

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

##### Closure of Road.

I, MINISTER FOR LANDS, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Kojonup Road Board to close the said portion of road, viz:—

Kojonup.

6765/50.

K.397. The right-of-way along the South-Western and Southern boundaries of Kojonup Lot 141, from road No. 6963 at the South-Western corner of the lot to a right-of-way at its South-East corner. (Plan Kojonup Townsite.)

H. E. SMITH,  
for Minister for Lands.

I, Ernest Charles Jones, on behalf of the Kojonup Road Board, hereby assent to the above application to close the road therein described.

E. C. JONES,  
Chairman Kojonup Road Board.

9th September, 1952.

## THE ROAD DISTRICTS ACT, 1919-1948.

WHEREAS A. H. Reynolds and the Minister for Lands being the owners of land over or along which the undermentioned road, in the Augusta-Margaret River Road District passes, have applied to the AUGUSTA-MARGARET RIVER Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2908/09.

A.134. Part of road No. 3404, along the East boundary of Sussex Location 721, from the North-East corner of the location to the North-West side of road No. 4107 at its South-East corner. (Plan 440A/40, B2.)

WHEREAS the State Housing Commission being the owner of land over or along which the undermentioned road, in the Belmont Park Road District passes, has applied to the BELMONT PARK Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

Corres. 2448/52.

B.521. (a) The whole of road No. 9002 (Luke Street).

(b) The whole of road No. 9003 (William Street).

(c) The whole of road No. 9005 (Frederick Street).

(d) The whole of road No. 10844.

(e) The whole of road No. 10845.

(f) Portion of road No. 9004 (George Street), from road No. 2728 (Surrey Street), to road No. 2729 (Norwood Street).

(Plan 1D/20, N.E.)

WHEREAS The Canning Agricultural and Horticultural Society (Incorporated) being the owner of land over or along which the undermentioned road, in the Canning Road District passes, has applied to the CANNING Road Board to close the said road, which is more particularly described hereunder, that is to say:—

425/27.

C.474. Part of road No. 7652 along the North-East boundary of lots 2, 3 and 4 of Canning Location 5 (L.T.O. Plan 26), from the prolongation North-Eastward of the North-Western boundary of lot 2 to the prolongation North-Eastward of the South-East boundary of lot 4. (Plan 1D/20, S.E.)

WHEREAS A. R. Hill and A. De Marchi being the owners of land over or along which the undermentioned road, in the Chittering Road District passes, have applied to the CHITTERING Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1419/52.

C.479. The surveyed road along the West boundary of Swan Location 3073, from the North-West corner of the location to the North-West side of road 15 at its South-West corner. (Plan 28/80, D1.)

WHEREAS C. Tombs and E. T. Tombs being the owners of land over or along which the undermentioned road, in the Dowerin Road District passes, have applied to the DOWERIN Road Board to close the said road, which is more particularly described hereunder, that is to say:—

801/52.

D.335. The surveyed road along an East, a South and again an East boundary of Avon Location 20649; from the North-West corner of location 14751 to the North-East corner of location 20648. (Plan 56D/40, C3.)

WHEREAS S. Fogliani, F. Fogliani and J. E. Park being the owners of land over or along which the undermentioned road, in the Mullewa Road District passes, have applied to the MULLEWA Road Board to close the said road, which is more particularly described hereunder, that is to say:—

5525/48.

M.487. The surveyed road along portion of a Northern boundary of Victoria Location 4727, Northern boundaries of locations 4495, 4496, portion of the Western boundary of location 3841, a Western boundary and portion of the Northern

boundary of location 3840, from the surveyed road at the South-Western corner of location 4855 to the South-Eastern corner of location 5939. (Plan 156B/40, E1.)

WHEREAS H. C. Carrick, J. W. Carrick, H. J. McKenzie and C. R. Barnes being the owners of land over or along which the undermentioned road, in the Narrogin Road District passes, have applied to the NARROGIN Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1560/52.

N.318. (a) The surveyed road along the East boundaries of Williams Locations 4005, 4006, 4155 and through part of location 13993, from a surveyed road at the North-East corner of location 4005 to a surveyed road at the South-West corner of former Dumbleyung A.A. Lot 129 (now part of location 13993).

(b) The surveyed road along the South boundaries of Williams Locations 3901 and 3902 and through part of location 13993, from a surveyed road at the South-East corner of location 3901 to road (a) described above.

(Plan 385A/40, B2.)

WHEREAS M. Anderson, R. J. Mather and L. Tallents being the owners of land over or along which the undermentioned road, in the Tambellup and Gnowangerup Road Districts passes, have applied to the TAMBELLUP and GNOWANGERUP Road Boards to close the said road, which is more particularly described hereunder, that is to say:—

707/51.

No. T.99. The surveyed road passing through Plantagenet Locations 4010, 4015, 5314 and 4252, from road No. 9590 on the West boundary of the firstmentioned location to a surveyed road on the North boundary of location 4252. (Plan 436B/40, E2.)

WHEREAS J. R. Gould being the owner of land over or along which the undermentioned road, in the Upper Chapman Road District passes, has applied to the UPPER CHAPMAN Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

3791/05.

C.469. (A) Portion of road No. 2311 from road No. 10780 at the South-West corner of Mt. Erin Estate Lot 68 to the surveyed road at the South-West corner of lot 81.

(B) The surveyed road along part of the Western boundary of lot 68, from road No. 2311 at the North-West corner of lot 68 to the closed road, described in "A" above, along the West boundary of lot 68. (Plans 157B/40, D2, and 157C/40, D3.)

WHEREAS C. P. Burnett being the owner of land over or along which the undermentioned road, in the West Arthur Road District passes, has applied to the WEST ARTHUR Road Board to close the said road, which is more particularly described hereunder, that is to say:—

6174/12.

W.675. The surveyed road through part of Williams Location 13998 along part of the West boundary of former Williams Location 5488 (now part of location 13998), from the North-East corner of the said location 5488 to the South-East corner of former location 3423 (now part of location 13998). (Plan 409A/40, AB1.)

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

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

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

It is hereby notified that the said roads are closed.

Dated this 17th day of September, 1952.

H. E. SMITH,  
Under Secretary for Lands.

## THE ROAD DISTRICTS ACT, 1919-1948.

WHEREAS the BRIDGETOWN Road Board, by resolution passed at a meeting of the Board held at Bridgetown on or about the 3rd day of September, 1946, resolved to open the road hereinafter described, that is to say:—

4415/04.

Road No. 10862. A strip of land, one chain wide, widening at its commencement, leaving the South-Western side of road No. 2055 within Nelson Location 2362 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 61230) South-Westward through said location and locations 883 and 882 to the West boundary of location 882. 3a. 1r. 29p., 30.9p. and 3a. 0r. 16p. are being resumed from Nelson Locations 2362, 883 and 882, respectively. (Plan 439B/40, D1.)

WHEREAS the BUSSELTON Road Board, by resolution passed at a meeting of the Board held at Busselton on or about the 14th day of November, 1946, resolved to open the road hereinafter described, that is to say:—

3687/15.

Road No. 196 (Ambergate Road—Widenings). A strip of land, 50 links wide, widening at its commencement, leaving the North side of Bussell Highway at the South-West corner of lot 28 of Sussex Location 5 (L.T.O. Plan 1716) and extending North (as delineated and coloured dark brown on Original Plan 5914) along the East side of the present road inside and along the West boundary of the said lot and lot 29 to the South side of road No. 6187, Dorset Street, at the North-West corner of lot 29; commencing again on the North side of road No. 6187 at the South-West corner of lot 152 (L.T.O. Diagram 4247) and continuing North (as shown on said original plan) inside and along the West boundary of said lot 152 and lot 14 (L.T.O. Plan 4992) to the South-East side of the Margaret River-Augusta Railway Reserve at the North-West corner of the said lot 14. (Plan 413B/40, D2.)

WHEREAS the CUNDERDIN Road Board, by resolution passed at a meeting of the Board held at Cunderdin on or about the 7th day of December, 1945, resolved to open the road hereinafter described, that is to say:—

3863/12, Vol. 2.

Road No. 10861. A strip of land, one chain wide, commencing at the South-East corner of Avon Location 3691 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 62219) East through locations 24952 and 12675 to the West boundary of location 5377. (Plan 26B/40, D2.)

WHEREAS the DARLING RANGE Road Board, by resolution passed at a meeting of the Board held at Kalamunda on or about the 20th day of June, 1952, resolved to open the road hereinafter described, that is to say:—

2344/52.

Road No. 10859 (Pearl Road). A strip of land, one chain wide, leaving St. John Road at the South corner of lot 26 of Canning Location 292 (L.T.O. Plan 3217) and extending North-Westward along the South-West boundaries of the said lot and lots 27 to 33, inclusive, and to and along the South-West boundaries of lots 34 to 38, inclusive, and of lot 6 to road No. 168 at the West corner of said lot 6. 10a. 0r. 15p. is being resumed from Canning Location 292. (Plan 1D/20, S.E.)

WHEREAS the HARVEY Road Board, by resolution passed at a meeting of the Board held at Harvey on or about the 8th day of December, 1945, resolved to open the road hereinafter described, that is to say:—

L.S. Corres. No. 742/08, M.R. Corres. No. 354/45.

Road No. 3451 (Widenings). Those portions of Wellington Locations 3593, 2314 and 3210 shown delineated and coloured dark brown on Original Plan No. 5557. (Plans 383D/40, C3, O.P. 5557.)

WHEREAS the PERTH Road Board, by resolution passed at a meeting of the Board held at Perth on or about the 6th day of November, 1951, resolved to open the road hereinafter described, that is to say:—

6028/14, Vol. 2.

Road No. 6 (Scarborough Beach Road—Widening). A strip of land, 25.9 links wide, commencing at the North-West corner of part of lot 9 of Perthshire Location Au, Section J (L.T.O. Diagram 7139) and extending Eastward inside and along the Northern boundary of said part of lot 9 to its North-East corner. (Plan 1D/20, N.W.)

WHEREAS the PRESTON Road Board, by resolution passed at a meeting of the Board held at Donnybrook on or about the 25th day of May, 1946, resolved to open the road hereinafter described, that is to say:—

98/96.

Road No. 10856. A strip of land, one chain wide, leaving road No. 588 at the South-West corner of reserve No. 2720 and extending Eastward and North-Eastward (as delineated and coloured dark brown on Original Plan 5569) along part of the South boundary of and through the said reserve to its East boundary. The area of reserve 2720 is hereby reduced by 4a. 1r. 4p. (Plan 414A/40, B and C1.)

WHEREAS the QUAIRADING Road Board, by resolution passed at a meeting of the Board held at Quairading on or about the 9th day of April, 1949, resolved to open the roads hereinafter described, that is to say:—

L. and S. 3338/08, M.R.D. 439/47.

Road No. 3317 (Widenings). (a) Part of Avon Locations 12059 and 9228 (as delineated and coloured dark brown on Lands and Surveys Diagram 62442).

(b) Part of Avon Locations 11824, 17850 and 12043 (as delineated and coloured dark brown on Lands and Surveys Diagram 62443).

(c) Part of Quairading Town Lot 60 (as delineated and coloured dark brown on Lands and Surveys Diagram 62441).

(Plan 3C/40, E3, Quairading Townsite.)

WHEREAS the WANNERU Road Board, by resolution passed at a meeting of the Board held at Wanneru on or about the 17th day of March, 1952, resolved to open the roads hereinafter described, that is to say:—

494/52.

Road No. 10838 (Clontarf Street). A strip of land, one chain wide, commencing at the South-East corner of lot 336 of Swan Location 1472 (L.T.O. Plan 2820) and extending West along the South boundaries of the said lot and lots 337 to 351, inclusive; to and along the South boundaries of lots 352 to 367, inclusive; to and along the South boundaries of lots 368 to 383, inclusive; to and along the South boundaries of lots 384 to 402, inclusive; to and along the South boundaries of lot 403 to road No. 5261 at the South-West corner of the lastmentioned lot.

Road No. 10839 (High Street). A strip of land, one chain wide, commencing at the South-East corner of lot 199 of Swan Location 1472 (L.T.O. Plan 2820) and extending West along the South boundaries of the said lot, lots 200 to 212, inclusive, and Swan Location 5210; to and along the South boundaries of lots 215 to 230, inclusive; to and along the South boundaries of lots 231 to 246, inclusive; to and along the South boundaries of lots 247 to 263, inclusive, and to and along the South boundary of lot 264 to road No. 5261 at the South-West corner of the lastmentioned lot.

Road No. 10840 (Marine Terrace). A strip of land, one chain wide, commencing at the South-East corner of lot 66 of Swan Location 1472 (L.T.O. Plan 2820) and extending West along the South boundaries of the said lot and lots 67 to 81, inclusive; to and along the South boundaries of lots 82 to 97, inclusive; to and along the South boundaries of lots 98 to 113, inclusive; to and along the South boundaries of lots 114 to 128, inclusive, and to and along the South boundary of lot 129 to road No. 5261 at the South-West corner of the lastmentioned lot.

Road No. 10841 (Cliff Street). A strip of land, one chain wide, commencing at the South-East corner of lot 17 of Swan Location 1472 (L.T.O. Plan 2820) and extending North along the East boundary of the lot to the South side of road No. 10840 at the North-East corner of the lot, commencing again on the North side of the said road at the South-East corner of lot 114 and continuing North along the East boundary of lot 114, and to and along the East boundary of lot 150 to the South side of road No. 10839 at the North-East corner of lot 150; commencing again on the North side of road No. 10839 at the South-East corner of lot 247 and continuing North along the East boundary of lot 247 and to and along the East boundary of lot 287 to the South side of road No. 10838 at the North-East corner of lot 287; commencing again on the North side of road No. 10838 at the South-East corner of lot 384 and continuing North along the East boundary of lot 384 to its North-East corner.

Road No. 10842 (St. Patrick's Road). A strip of land, one chain wide, commencing at the South-East corner of lot 33 of Swan Location 1472 (L.T.O. Plan 2820) and extending North along the East boundary of the lot to the South side of road No. 10840 at the North-East corner of the lot; commencing again on the North side of the road at the South-East corner of lot 98 and continuing North along its East boundary and to and along the East boundary of lot 166 to the South side of road No. 10839 at the North-East corner of lot 166; commencing again on the North side of road No. 10839 at the South-East corner of lot 231 and continuing North along its East boundary and to and along the East boundary of lot 303 to the South side of road No. 10838 at the North-East corner of lot 303; commencing again on the North side of road No. 10838 at the South-East corner of lot 368 and continuing North along the East boundary of the lot to its North-East corner.

Road No. 10843 (Parnell Avenue). A strip of land, one chain wide, commencing at the South-East corner of lot 49 of Swan Location 1472 (L.T.O. Plan 2820) and extending North along the East boundary of the lot to the South side of road No. 10840 at the North-East corner of the lot; commencing again on the North side of the road at the South-East corner of lot 82, and continuing North along its East boundary and to and along the East boundary of lot 182 to the South side of road No. 10839 at the North-East corner of lot 182; commencing again on the North side of road No. 10839 at the South-East corner of lot 215, and continuing North along its East boundary, and to and along the East boundary of lot 319 to the South side of road No. 10838 at the North-East corner of lot 319; commencing again on the North side of road No. 10838 at the South-East corner of lot 352 and continuing North along its East boundary to the North-East corner of the lot.

(Plan 1A/40.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1950, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth:

And whereas the said Board 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 lastnamed places of abode:

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

Dated this 17th day of September, 1952.

H. E. SMITH,  
Under Secretary for Lands.

## THE ROAD DISTRICTS ACT, 1919-1948.

Department of Lands and Surveys,  
Perth, 17th September, 1952.

IT is hereby declared that the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1950, for the purpose of a new road, that is to say:—

Armada-Kelmscott.

2160/52.

Road No. 10847: A strip of land one chain wide, widening at its commencement and terminus, leaving the West side of road No. 1319 at the North-East corner of lot 13 of lot 89 of Canning Location 32 (L.T.O. Plan 6181) and extending West along the North boundary of the lot and to and along part of the North boundary of lot 8 of lot 97 of Canning Location 32 (L.T.O. Diagram 16966) to the prolongation South of the East boundary of lot 7 (L.T.O. Diagram 16966); thence North to and along the East boundary of the said lot 7 and lots 3 and 2 (L.T.O. Diagram 16966) and lot 1 (L.T.O. Diagram 16958) to the South side of road No. 2044 (Raeburn Road) at the North-East corner of the said lot 1. 2a. 3r. 15p. is being resumed from Canning Location 32. (Plan 341B/40, D1.)

Augusta-Margaret River.

1019/29.

Road No. 8700 (Deviation of Part). A strip of land one chain wide its South side leaving the South side of the present road at its junction with the West boundary of Sussex Location 1603 and extending East a distance of 14 chains 57.1 links to rejoin the present road within the location (as shown coloured blue on Lands and Surveys Diagram 53404. 1a. 1r. 17.6p. is being resumed from Sussex Location 1603. (Plan 440A/40, B1.)

Augusta-Margaret River.

2830/47.

Road No. 10864. A strip of land one chain wide leaving the South side of a surveyed road at the North-West corner of Sussex Location 1623 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 61936) South inside and along the West boundary of the said location to a surveyed road at its South-West corner. 3a. 3r. 23p. is being resumed from Sussex Location 1623. (Plan 440D/40, B3.)

Busselton.

447/18.

Road No. 6187 (Dorset Street—Widenings).  
(a) Part of lot 29 of Sussex Location 5 (L.T.O. Plan 1716 as delineated and coloured dark brown on Original Plan 5914).  
(b) Part of lot 152 of Sussex Location 5 (L.T.O. Diagram 4247 as delineated and coloured dark brown on Original Plan 5914). 1.5p. is being resumed from Sussex Location 5. (Plan 413B/40, D2.)

Busselton.

447/18.

Road No. 10860. A strip of land one chain wide, widening in parts, its centre line leaving the East side of road No. 196 at the South-West corner of lot 29 of Sussex Location 5 (L.T.O. Plan 1716) and extending (as delineated and coloured dark brown on O.P. 5914) Eastward along the Southern boundary of the said lot and lots 30 to 41 inclusive to the West side of road No. 6188 at the South-East corner of lot 41; recommencing on the East side of road No. 6188 at its junction with the prolongation Westward of the Southern boundary of lot 44 (L.T.O. Plan 1716) and extending Eastward (as shown on said O.P. 5914 and including the rights-of-way shown and surveyed on L.T.O. Diagrams 14037 and 15513), along the said prolongation and the Southern boundary of lot 44 and the Southern boundaries of lots 45-56 inclusive to the West side of road No. 6181 at the South-East corner of lot 56; recommencing on the East side of road No. 6181 at its intersection with the prolongation Westward of the Southern boundary of lot 103 (L.T.O. Plan 610) and extending Eastward (as shown on

said O.P. 5914 and including the rights-of-way surveyed and shown on L.T.O. Diagrams 13979, 13745, 15676, 11744 and 12921) along the said prolongation and South boundary of lot 103 and the Southern boundaries of lots 104 to 109 inclusive (L.T.O. Plan 610) to and along the Southern boundary of lot 111 and along the prolongation Eastward of said boundary of lot 111 to the West side of road No. 6182 at the South-East corner of lot 4 of location 5 (L.T.O. Diagram 11744). 5a. 1r. 25p. is being resumed from Sussex Location 5. (Plan 413B/40, D2.)

Dowerin.

L. & S. 4108/50, M.R.D. 106.50.

Road No. 10865. A strip of land one chain wide (widening as delineated and coloured dark brown on Lands and Surveys Diagram 62575) commencing at the South-East corner of Avon Location 8035 and extending North (as surveyed) along part of the East boundary of said location to the South-West corner of location 7936; thence East (as surveyed) along the South boundary of location 7936 to its South-East corner; thence again North (as surveyed) along the East boundaries of locations 7936 and 8545 to the North-East corner of the last-mentioned location. 5a. 0r. 4p. and 5a. 0r. 4p. are being resumed from Avon Locations 15262 and 7936 respectively. (Plan 33A/40, B1.)

Mandurah.

1268/52.

Road No. 10867. A strip of land one chain wide (widening at its commencement), leaving road No. 784 at the South-West corner of lot 129 of Cockburn Sound Location 16 (L.T.O. Plan 2086) and extending North-Eastward (as surveyed—L.T.O. Diagram 7066 and L.T.O. Plan 6304 and including part of location 798) along the North-Western boundary of said lot and the prolongation North-Eastward of the said boundary to its junction with the prolongation South-Eastward of the North-Eastern boundary of lot 32 of lot 130 of said location (L.T.O. Plan 6304). 3r. 24.3p. is being resumed from Cockburn Sound Location 16. (Plan 380A/40, A2.)

Mingenew.

6629/47.

Road No. 10833. A strip of land one chain wide commencing at the Western terminus of road No. 9746 and extending North-Westward and Westward, as shown on L.T.O. Plan 2975 along the North-Western and Northern sides of the Midland Railway Reserve to the Eastern side of a surveyed road along the Western boundary of the Mingenev Station Yard Reserve. (Plan 123/80.)

Perth.

3110/52.

Road No. 10872 (Randall Street). A strip of land one chain wide leaving the South-West side of road No. 2900 at the North corner of lot 11 of Swan Location W (L.T.O. Plan 2763) and extending South-Westward along the North-West boundaries of said lot and lots 12 to 20 inclusive to the North-East side of road No. 5893 at the West corner of said lot 20. 1a. 1r. 5.4p. is being resumed from Swan Location W. (Plan 1D/20, N.E.)

Swan.

897/35.

Road No. 9527 (Deviation of Part). A strip of land one chain wide, plus truncations, leaving the present road at the South-East corner of Swan Location 317 (L.T.O. Diagram 6254) and extending West (as delineated and coloured dark brown on Lands and Surveys Diagram 61824) inside and along part of the South boundary of the said location to the East side of road No. 14 at the North-West corner of location 1357. 1r. 14.8p. and 2p. are being resumed from Swan Locations 317 and 1357 respectively. (Plan 28/80, D4.)

Wyalkatchem.

5182/46.

Road No. 10850. A strip of land one chain wide, widening in parts, leaving a surveyed road at the North-West corner of Avon Location 12412 and extending East (as delineated and coloured dark brown on Lands and Surveys Diagram 61747) inside and along part of the North boundary of the said location to a point opposite the South-West corner of location 12410; thence North (as shown on said diagram) inside and along part of the East boundary of location 12410 to a surveyed road at the South-West corner of location 12272. 1a 3r. 22.8p. is being resumed from Avon Location 12410. (Plan 33B/40, E2.)

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

By order of His Excellency the Governor.

L. THORN,  
Minister for Lands.

Forests Department,  
Perth, 15th September, 1952.

File 1823/30.

HIS Excellency the Governor in Council has approved of the re-classification of Item No. 14, Forests, Class 4, occupied by H. E. Dawson, to District Forester, Class 5.

T. N. STOATE,  
Conservator of Forests.

TRANSFER OF LAND ACT, 1893-1950.

Application 1467/1950.

TAKE notice that James Forbes Milligan of Bunbury Shop Assistant Administrator with the Will annexed of the estate of James Milligan deceased has made application to be registered under the Transfer of Land Act 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Wellington District and being:—

Portions of Wellington Location 1 containing in all 805 acres 2 roods 29 perches being the land the subject of Plan 6227.

Firstly bounded by lines commencing at a point on a North-Eastern boundary of Leschenault Road situated 21 chains 60 and five-tenths links South-Easterly from the South-Western corner of lot 6 on Plan 4853 thence extending 35 chains 80 links Easterly through the said location to the Western boundary of Australind Road thence Southerly 23 chains 59 and one-tenth links along the Western boundary of the said Australind Road to a private road on the Northern boundary of Diagram 44 thence Westerly about 43 chains 90 links along the Northern boundary of the said private road to an Eastern bank of Leschenault Inlet thence in a general Northerly direction along the said bank to the prolongation Westerly of the first described boundary of the within land thence about 10 chains Easterly through the said location to the starting point and bounded on an inner part by portion of the Leschenault Road.

Secondly bounded by lines commencing at the North-Western corner of lot 5 on Plan 557 and extending Northerly 39 chains 60 and seven-tenths links along the Eastern boundary of Australind Road thence Easterly 44 chains 43 and eight-tenths links and Northerly 22 chains 26 and five-tenths links along the Southern and Eastern boundaries respectively of lot 2 on Plan 2092 thence Easterly 45 chains 89 links along the Southern boundary of a private road on the Southern boundary of lot 4 on Plan 2092 thence Northerly 2 chains 62 and four-tenths links along the Eastern boundary of Stanley Road thence Easterly 19 chains 80 and five-tenths links along the Southern boundary of a private road on the South boundary of lot 5 on Plan 2092 thence Southerly 49 chains 5 links along the Western boundary of lot 5 on Plan 2092 to the right bank of the Brunswick River thence in a general Westerly direction along the said right bank to the North-Eastern corner of lot 5 on Plan 557 thence Westerly about 48 chains 24 links along



the Northern boundary of lot 5 on Plan 557 to the starting point and bounded on inner parts by private roads as shown on Plan 6227.

Thirdly bounded by lines commencing from a point on the South boundary of lot 5 on Plan 4853 distant 10 and one-tenth links from its South-Eastern corner and extending Southerly 23 chains 95 and nine-tenths links along Western boundaries of Plan 4849 and Stanley Road thence Westerly 45 chains 64 and four-tenths links and Northerly 22 chains 89 and four-tenths links along Northern and Eastern boundaries respectively of Plan 2092 and an Eastern boundary of lot 5 on Plan 4853 thence Easterly 45 chains 98 and four-tenths links along a Southern boundary of the said lot 5 to the starting point.

Fourthly bounded by lines commencing from a point on a Southern boundary of Plan 4849 at the North-Eastern corner of lot 7 on Plan 2092 and extending Easterly 51 chains 99 and seven-tenths links along Southern boundaries of Plan 4849 thence South-Westerly 21 chains 68 and seven-tenths links along North-Western boundaries of Plan 4849 and Wellington Road thence Westerly 45 chains 21 links and Northerly 20 chains 69 and eight-tenths links along Northern and Eastern boundaries respectively of lots 8 and 7 on Plan 2092 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 23rd day of October 1952 a caveat forbidding the registration of the said James Forbes Milligan as such registered proprietor as aforesaid.

R. C. BUCHANAN,  
Registrar of Titles.

Office of Titles, Perth, this 10th day of September, 1952.

Eastman & Jenour, Solicitors, Bunbury, Solicitors for the Applicant.

TRANSFER OF LAND ACT, 1893-1950.  
Application 3844/1951.

TAKE notice that Sydney Atkinson Motors Limited of 2 William Street Perth has made application to be registered under the Transfer of Land Act 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Perth District and being:—

Portions of Perth Town Lot S.31 Containing together 2 and four-tenths perches.

Firstly.—Bounded by lines commencing at the Eastern corner of Perth Town Lot S.30 and extending South-Easterly 2 links along the South-Western boundary of Adelaide Terrace thence South-Westerly 28 and nine-tenths links and South-Easterly 1 and three-tenths links along North-Western and South-Western boundaries respectively of the portion of the said lot S.31 comprised in Diagram 5961 thence South-Westerly 87 and eight-tenths links 55 and eight-tenths links 69 links and 5 and one-tenth links along lines forming North-Western boundaries of the said land comprised in Diagram 5961 thence North-Easterly 2 chains 46 and seven-tenths links along the South-Eastern boundary of Perth Town S.30 to the starting point.

Secondly.—Bounded by lines commencing on the South-Eastern boundary of Perth Town Lot S.30 at the Southernmost corner of the land firstly described and extending South-Westernly 52 and seven-tenths links and 3 chains 72 links along lines forming North-Western boundaries of the said land comprised in Diagram 5961 thence North-Westerly 3 links along a North-Eastern boundary of the said land comprised in Diagram 5961 thence North-Easterly 4 chains 24 and three-tenths links along the South-Eastern boundary of Perth Town Lot S.30 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 27th day of October 1952 a Caveat forbidding the registration of the said Sydney Atkinson Motors Limited as such registered proprietor as aforesaid.

R. C. BUCHANAN,  
Registrar of Titles.

Office of Title, Perth, this 12th day of September, 1952.

Stone James & Co., Solicitors, Perth, Solicitors for the Applicant.

TRANSFER OF LAND ACT, 1893-1950.  
Application 2000/1952.

TAKE notice that Arthur Gardner of 55 Wallaton Street Midland Junction Butcher has made application to be registered under the Transfer of Land Act 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Swan District and being:—

Portion of Swan Location 15 being lots 205 206 207 and 208 on Plan 2130 containing in all one acre.

Bounded by lines commencing at the South-Eastern corner of lot 204 on Plan 2130 and extending Southerly four chains along the Western boundary of Wallaton Street thence Westerly 2 chains 50 links along the Northern boundary of Morrison Road thence Northerly 4 chains along Eastern boundaries of lots 145 146 147 and 148 on Plan 2130 thence Easterly 2 chains 50 links along the Southern boundary of the said lot 204 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 parcels of land and desiring to object to the said application are hereby required to lodge in this office on or before the 28th day of October next a caveat forbidding the said land being brought under the operation of the said Act.

R. C. BUCHANAN,  
Registrar of Titles.

Office of Titles, Perth, this 15th day of September, 1952.

Parker & Parker, Solicitors, Perth, Solicitors for the applicant.

TRANSFER OF LAND ACT, 1893-1950.  
Application 4168/1951.

TAKE notice that Albert Victor Taylor formerly of Holyoake but now of Wongan Hills Storekeeper has made application to be registered under the Transfer of Land Act 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Pinjarra District and being:—

Pinjarra Town Lot 31 containing 1 rood 37 and 8/10ths perches.

Bounded by lines commencing at the Southern corner of Pinjarra Town Lot 30 and extending South-Westerly 1 chain 29 links along a North-Western boundary of George Street thence North-Westerly 3 chains 77 and 2/10ths links along the North-Eastern boundary of Pinjarra Town Lot 32 thence North-Easterly 1 chain 29 links along the South-Eastern boundary of Pinjarra Town Lot 40 thence South-Easterly 3 chains 77 and 2/10ths links along the South-Western boundary of the said lot 30 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 parcels of land and desiring to object to the said application are hereby required to lodge in this office on or before the 29th day of October next a caveat forbidding the said land being brought under the operation of the said Act.

R. C. BUCHANAN,  
Registrar of Titles.

Office of Titles, Perth, this 16th day of September, 1952.

Ball & Robertson, Solicitors, Harvey, Solicitors for the Applicant.



## PUBLIC WORKS TENDERS.

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

Baldavis School—Repairs and Renovations (12109); 23rd September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 9th September, 1952.

Fairbridge Farm School—Repairs and Renovations to Classroom at Government School (12110); 23rd September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Court-house, Pinjarra, on and after 9th September, 1952.

Quairading School—Removal of Wamenusking School Quarters (12111); 23rd September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Police Station, Quairading, on and after 9th September, 1952.

Kalgoorlie School of Mines—Repairs and Renovations (12112); 23rd September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 9th September, 1952.

Wagin School—Conversion of Classroom to Manual Training Centre (12113); 23rd September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Court-house, Wagin, on and after 9th September, 1952.

Williams Hospital—Additions and Septic Tank Installation (12114); 30th September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Williams Police Station, on and after 16th September, 1952.

York Hospital—New Bathroom and Lavatory (12115); 30th September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, Northam Water Supply Office, and York Court-house, on and after 16th September, 1952.

Pingelly Hospital—Drainage (12116); 30th September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Pingelly, on and after 16th September, 1952.

Bridgetown Hospital—New Fire Service (12117); 30th September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Clerk of Courts, Bridgetown, on and after 16th September, 1952.

Donnybrook Hospital—Hot Water Service (12118); 30th September, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Donnybrook.

Northam Gaol—Repairs and Renovations (12122); 7th October, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after 23rd September, 1952.

Dwellingup Hospital—New Fire Service (12121); 7th October, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Court House, Pinjarra, and Police Station, Dwellingup, on and after 23rd September, 1952.

York Court House—Septic Tank Installation (12119); 7th October, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Court House, York, on and after 23rd September, 1952.

Metricup School and Quarters—Repairs and Renovations (12120); 7th October, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Court House, Busselton, on and after 23rd September, 1952.

Three Springs Hospital—Slow Combustion Cooker (12125); 14th October, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 30th September, 1952.

Kalgoorlie Residency—Repairs and Renovations (12126); 14th October, 1952; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 30th September, 1952.

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.

19/9/52.

## METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 407/50.

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

Bayswater Road District.

37/52—Kenmure Street, from Cambramatta Street to Moojebing Street—North-Easterly. Moojebing Street, from Kenmure Street to lot 1001—North-Westerly.

Melville Road District.

186/52—Beach Street, from Harris Road to lot 252—Easterly.

307/52—Beach Street, from lot 252 to lot 256—Easterly.

Perth Road District.

1280/51—Moulden Avenue, from lot 63 to lot 51—Northerly.

South Perth Road District.

2011/51—Amery Street, from lot 344 to lot 347—Easterly.

249/52—Amery Street, from lot 347 to lot 348—Easterly.

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

Dated this 19th day of September, 1952.

R. J. BOND,  
Under Secretary.

## MUNICIPAL CORPORATIONS ACT, 1906-1947.

City of Fremantle.

Notice of Intention to Borrow.

Proposed Loan—£7,000.

NOTICE is hereby given that the City of Fremantle proposes to borrow the sum of £7,000 to be expended on works and undertakings in the Fremantle Municipal District. Such works and undertakings being drainage and the reconstruction of roads.

Plans and specifications and an estimate of the cost of the said works and undertakings, and a statement showing the proposed expenditure of the money to be borrowed, are open for inspection at the office of the Council during office hours for one month from the date of publication hereof, from 9 a.m. to 4 p.m. from Monday to Friday.

The amount of £7,000 is to be raised by the sale of debentures, repayable with interest by 20 equal half-yearly instalments over a period of 10 years after the date of issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at the rate of £4 12s. 6d. per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the office of the Commonwealth Bank of Australia, Perth.

Dated this 15th day of September, 1952.

W. FRED SAMSON,  
Mayor.

N. J. C. McCOMBE,  
Town Clerk.

THE MUNICIPAL CORPORATIONS ACT, 1906-1947; AND THE CATTLE TRESPASS, FENCING AND IMPOUNDING ACT, 1882-1932.

Municipality of York.

Amendment to By-law No. 32—Poundage Fees.

L.G. 1440/52.

BY-LAW No. 32, Poundage Fees, made by the Council of the Municipality of York and published in the *Government Gazette* on the 8th February, 1929, and amended on the 16th June, 1950, is hereby amended in accordance with the following Schedule:—

The Schedule.

In (f). If found trespassing between the hours of 7 p.m. and 7 a.m.:—

For every other head of great cattle and for each ram, goat or pig, 10s.

Delete 10s. and insert in lieu £1.

Passed by the Council of the Municipality of York at the ordinary meeting of the Council held on 23rd June, 1952.

A. F. NOONAN,  
Mayor.

[L.S.]

W. M. BROWN,  
Town Clerk.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

MUNICIPAL CORPORATIONS ACT, 1906-1947.

Municipality of Northam.

Sale of Land.

Local Government Department,  
Perth, 15th September, 1952.

L.G. 1591/52.

IT is hereby notified, for general information, that His Excellency the Governor has consented, under the provisions of section 210 of the Municipal Corporations Act, 1906-1947, to the sale by the Municipality of Northam of all that piece of land being lot 8 of section R on Plan 380, Certificate of Title Volume 55, Folio 122.

GEO. S. LINDSAY,  
Secretary for Local Government.

CITY OF FREMANTLE (FREE LITERARY INSTITUTE) ACT, 1948.

City of Fremantle.

Amendment of By-laws.

L.G. 2285/52.

WHEREAS under the provisions of the City of Fremantle (Free Literary Institute) Act, 1948, the Council of the City of Fremantle may make by-laws for the conduct of the Literary Institute and Library and for the other purposes set out in the said Act; and whereas the Council of the City of Fremantle made by-laws as published in the *Government Gazette* of the 19th day of August, 1949, the Council of the City of Fremantle doth hereby amend the said by-laws as follows:—

By inserting a new by-law after by-law 6 to be known as 6a.

6a.—Membership Cards.

Each member shall be issued with a membership card or cards and in the event of any member losing a membership card he shall make application for a duplicate in the form in Schedule 5 and shall pay a sum of 1s. for each duplicate card.

By adding to Schedule No. 2 "Nomination Form."

(1) A ratepayer of the City of Fremantle or the Fremantle Road District or the East Fremantle Municipal District.

(m) A Director of the Library Committee.

Made and passed by the City of Fremantle on the 16th day of June, 1952.

The Common Seal of the City of Fremantle was hereto affixed this 22nd day of July, 1952, pursuant to a resolution of the Council dated the 16th day of June, 1952, in the presence of—

[L.S.] W. FRED SAMSON,  
Mayor.  
N. McCOMBE,  
Town Clerk.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

CATTLE TRESPASS, FENCING AND IMPOUNDING ACT, 1882-1932.

City of Perth.

L.G. 22/52.

NOTICE is hereby given that in pursuance of the powers contained in the Cattle Trespass, Fencing and Impounding Act, 1882-1932, the Council of the City of Perth hereby orders as follows:—

1. The order dated the 16th day of March, 1915, and published in the *Government Gazette* dated the 14th day of May, 1915, and all notices amending the said Order are hereby cancelled as from the date of the publication hereof in the *Government Gazette*.

Fines.

2. The following scale of fines shall be imposed on owners of cattle for trespass upon and damage to lands whereof the City of Perth is the owner and for lands within the limits of the district of the City of Perth which shall not be enclosed by a sufficient fence.

For every entire horse or bull, in the daytime, not less than £2 nor more than £4.

For every such horse or bull in the night time, not less than £3 nor more than £5.

For every other head of cattle, by night or day, a sum not exceeding twenty shillings.

Impoundage Fees—Sustenance Charges.

3. The following scale of fees shall be taken again and charged by the Poundkeeper:—

Impoundage Fees.

40s. per head for every entire horse or bull.

30s. per head on all other great cattle.

20s. per head on all small cattle.

Sustenance Charges.

For all great cattle for every 12 hours or any part thereof, 5s. per head.

For all small cattle for every 12 hours or any part thereof, 3s. per head.

Passed by the Council of the City of Perth on the 11th day of August, 1952.

[L.S.] J. TOTTERDELL,  
Lord Mayor.

W. G. MILLS,  
Acting Town Clerk.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

## TRAFFIC ACT, 1919-1951.

Municipality of Albany.

By-law No. 34.

THE Albany Municipal Council, pursuant to an Order in Council made under section 49 of the Traffic Act, 1919-1951, and the powers thereby conferred doth hereby order as follows:—

That by-law No. 34 published in the *Government Gazette* on the 3rd August, 1951, and amended by by-law published in the *Government Gazette* on the 2nd November, 1951, is hereby amended as follows:—

1. By inserting after clause (h) of section 1 a new clause as follows:—

- (i) to be parked on the Western side of York Street between Serpentine Road and Albany Highway between the hours of 5 p.m. and 6 p.m. Mondays to Fridays inclusive and 10 a.m. to 12.30 p.m. on Saturdays.

2. By deleting section 7 and substituting therefor the following:—

7.—Hordern Monument.

All vehicles entering the junction of York Street, Albany Highway, Lockyer Avenue and Middleton Road must pass to the left hand side of the Hordern Monument.

Passed by the Council on the 11th day of August, 1952.

CHAS. H. WITTENOOM,  
Mayor.

[L.S.]

JOHN D. M. DANIEL,  
Town Clerk.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

## TRAFFIC ACT, 1919-1951.

Municipality of York.

By-law No. 90—Traffic.

L.G. 1406/52.

THE Municipality of York, pursuant to Orders in Council under section 49 of the Traffic Act, 1919-1951, published in the *Government Gazettes* of 14th December, 1951, and 4th July, 1952, and in exercise of the power thereby conferred, doth hereby make the following by-law numbered 90, for the regulation of traffic within the Municipality of York.

Commencement.

1. This by-law shall come into operation immediately upon its confirmation and approval by the Governor and publication in the *Government Gazette*.

Repeal.

2. From the date of coming into operation of this by-law, by-laws to control parking of vehicles and heavy traffic within the Municipality of York heretofore made by the Municipality of York and published in the *Government Gazettes* of 6th April, 1939; 13th June, 1947; 23rd July, 1948; 10th September, 1948; 23rd September, 1949; 8th June, 1951, and the 31st August, 1951, are repealed.

Definitions.

3. "Parking"—For the purpose of this by-law, "Parking" means the standing of a vehicle, whether occupied or not, upon a roadway otherwise than temporarily for the purpose, and while actually engaged in loading or unloading passengers or goods, or in obedience to traffic regulations or traffic signs or signals.

Angle of Parking.

4. Any person parking a vehicle in Avon Terrace, York, between Macartney Street and South Street shall park such vehicle at an angle of approximately forty-five degrees from the kerb.

Length of Vehicles.

5. The parking of any vehicle having an overall length exceeding 17ft. 6in., on that portion of Avon Terrace between Macartney Street and South Street is hereby prohibited.

No-Parking Areas.

6. No person shall park any vehicle within the limits as set out below:—

(a) On the South side of South Street, within 127ft. West of Avon Terrace.

(b) On the North side of South Street, within 180ft. West of Avon Terrace.

(c) On the South side of South Street, within 170ft. East of Avon Terrace.

(d) On the North side of South Street, within 167ft. East of Avon Terrace.

(e) On the South side of Macartney Street, within 134ft. West of Avon Terrace.

(f) On the North side of Macartney Street, within 216ft. West of Avon Terrace.

(g) On the South side of Glebe Street, between Clifford Street and the Central Bridge.

(h) On the East side of Avon Terrace, within 45ft. South of Macartney Street.

(i) On the West side of Avon Terrace, within 40ft. South of Macartney Street.

(j) On the West side of Avon Terrace, within 45ft. North of South Street.

(k) On the West side of Avon Terrace, within 38ft. South of South Street.

(l) On the East side of Avon Terrace, within 50ft. North of South Street.

(m) On the South side of Avon Terrace, within 52ft. South of South Street.

Heavy Traffic.

7. No vehicle having an overall load (including the weight of the vehicle) exceeding three tons may cross over the undermentioned bridges:—

(a) Parkers Bridge; connecting Redmile Road and Brook Street.

(b) Mongers Bridge; in Ford Street.

Penalty.

8. The penalty for breach of any of the foregoing by-laws shall be not more than twenty pounds (£20).

Passed by the Council of the Municipality of York at the ordinary meeting of the Council held on 14th July, 1952.

A. F. NOONAN,  
Mayor.

[L.S.] W. M. BROWN,  
Town Clerk.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

## ROCKINGHAM ROAD BOARD.

THE public is hereby notified that Mr. A. J. D. Waddingham has been appointed Assistant Building and Traffic Inspector to the Rockingham Road Board.

All previous appointments of Assistant Building and Traffic Inspector are hereby cancelled.

C. G. LYNCH,  
Chairman.

## NANNUP ROAD BOARD.

IT is hereby notified that Charles Gilbert has been appointed Traffic Inspector for the Nannup Road Board.

S. E. FORD,  
Chairman.

## THE ROAD DISTRICTS ACT, 1919-1948.

Meekatharra Road Board.

Notice of Intention to Borrow—Loan No. 5.

NOTICE is hereby given that the Meekatharra Road Board proposes to borrow the sum of £3,000 to be expended on works and undertakings in the Meekatharra Road District, the said works and undertakings being the purchase of one only Caterpillar Road Patrol.

The statement of this expenditure for the aforementioned works and undertakings, also the cost of supervision and initial expenditure in connection with the raising of the loan are open to ratepayers at the office of the Meekatharra Road Board, Meekatharra, for one month from the publication hereof from 9 a.m. to 12 noon and 1 p.m. to 4 p.m. week days and 9 a.m. to 12 noon on Saturdays.

The amount of £3,000 is proposed to be raised by the sale of debentures repayable with interest in 20 equal half-yearly instalments over a period of 10 years after date of issue thereof in lieu of a sinking fund. Such debentures shall bear interest at the rate of four pounds ten shillings per centum per annum, payable half-yearly. The amount of the said debentures are to be paid at the office of the Bank of New South Wales, Meekatharra.

Dated the 10th day of September, 1952.

G. B. NICHOLS,  
Chairman.

L. W. CAWSE,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1948.

Broomehill Road Board.

Notice of Intention to Borrow—Proposed  
Loan No. 3 of £2,000.

NOTICE is hereby given that the Broomehill Road Board proposes to borrow the sum of £2,000 (two thousand pounds) to be expended on works and undertakings in the Broomehill Road District, the said works and undertakings being the installation of a 34 h.p. Ruston engine and generator.

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

The amount of £2,000 is to be raised by the sale of debentures repayable with interest by 20 equal half-yearly instalments, after the date of issue thereof, in lieu of the formation of a sinking fund. Such debentures shall bear interest at the rate of £4 12s. 6d. (four pounds twelve shillings and sixpence) per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the Australian and New Zealand Bank, Katanning.

The works and undertakings for which the loan is to be raised will, in the opinion of the Board, be a benefit to the district generally, and any loan rate applicable may be levied on all rateable land within the said district.

Dated this 16th day of September, 1952.

NORMAN ANDERSON,  
Chairman.

J. W. SIBBALD,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1948.

West Kimberley Road Board.

Preparation of Electoral Lists, etc.

Local Government Department,  
Perth, 11th September, 1952.

L.G. 1251/52.

ACTING under section 55 of the Road Districts Act, 1919-1948, I, Victor Doney, Minister for Local Government, do hereby order that the West Kim-

berley Road Board having failed to make out lists of all owners of rateable land in the district on the date appointed by the said Act, is hereby empowered to complete the lists on the 2nd September, 1952, and that the dates for the exhibition and revision of the Electoral Lists and Rolls of the said Board shall be as set out hereunder:—

Exhibition of Lists—2nd September, 1952.  
Last Day for Receipt of Claims and Objections—19th September, 1952.  
Exhibition of Lists of Claims and Objections—22nd September, 1952.  
Holding of Revision Court—14th October, 1952.  
Signing of Rolls—22nd October, 1952.  
Nomination Date—22nd November, 1952.  
Election Day—20th December, 1952.

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

## ROAD DISTRICTS ACT, 1919-1948.

Broomehill Road Board.

Local Government Department,  
Perth, 15th September, 1952.

L.G. 996/52.

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

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1948.

Kellerberrin Road Board.

Local Government Department,  
Perth, 15th September, 1952.

L.G. 640/52.

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

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1948.

Collie Coalfields Road Board.

Local Government Department,  
Perth, 15th September, 1952.

L.G. 648/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the construction of two public toilet blocks at Collie as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Collie Coalfields Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1948.

Dumbleyung Road Board.

Local Government Department,  
Perth, 15th September, 1952.

L.G. 391/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the partial re-wiring of the town supply network for electricity as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1948, by the Dumbleyung Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1948.

Morawa Road Board.

Local Government Department,  
Perth, 15th September, 1952.

L.G. 154/52.

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

GEO. S. LINDSAY,  
Secretary for Local Government.

## THE TRAFFIC ACT, 1919-1951.

Bruce Rock Road Board—Parking By-laws.

L.G. 1297/52.

THE Bruce Rock Road Board, pursuant to an Order in Council under section 49 of the Traffic Act, 1919-1951, and in exercise of the powers therein conferred, doth hereby make the following by-law to have effect within the Bruce Rock Road District:—"No person in charge of any vehicle defined in the Second Schedule of the Traffic Act, 1919-1951, shall cause or permit such vehicle to be parked on the South side of Swan Street, Bruce Rock."

Passed by resolution of the Board at a meeting held on the 9th day of July, 1952.

J. M. STEWART,  
Chairman.N. N. McDONALD,  
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

## THE TRAFFIC ACT, 1919-1951.

Morawa Road Board.

Parking By-laws.

L.G. 2209/52.

PURSUANT to an Order in Council issued under section 49 of the Traffic Act, 1919-1951, and in exercise of the power thereby conferred the Morawa Road Board doth hereby make the following by-law for the control of parking within the townsite of Morawa.

(1) No person shall park any vehicle upon that piece of land, being portion of the railway reserve, opposite Winfield Street, between Davis and Prater Streets, which is leased to and set apart as a parking place, by the Morawa Road Board, and indicated by signs, at other than angle of 45 degrees from the road alignment and facing in a South-Easterly direction.

(2) No person shall park any motor car or utility upon the East side of Winfield Street between Prater Street and White Avenue, and indicated by signs, at other than an angle of 45 degrees from the road alignment and facing in a South-Easterly direction.

(3) No person shall park any vehicle on the West side of Winfield Street between Davis Street and White Avenue other than as close as practicable to the left-hand side of the road and parallel thereto.

(4) No person shall park any vehicle on that piece of land along the Western side of Solomon Terrace between the South-Western corner of lot seven and the North-Western corner of lot 11, as

indicated by signs, at other than an angle of 45 degrees from the road alignment and facing in a North-Westerly direction.

Passed by the Morawa Road Board at a meeting held on the 24th day of July, 1952.

D. P. ROBINSON,  
Chairman.H. E. WILLIAMS,  
Secretary.

Recommended—

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

Approved by His Excellency the Governor in Executive Council this 11th day of September, 1952.

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

## ROAD DISTRICTS ACT, 1919-1948.

Serpentine-Jarrahdale, Murray and Armadale-Kelmscott Road Districts.

Alteration of Common Boundary.

Redescription of District and Ward Boundaries of the Serpentine-Jarrahdale Road District.

Notice of Intention.

Local Government Department,  
Perth, 3rd September, 1952.

L.G. 718/52.

IT is hereby notified, for general information, that it is the intention of His Excellency the Governor, under the provisions of section 8 of the Road Districts Act, 1919-1948, to alter the district boundaries of the Serpentine-Jarrahdale, Armadale-Kelmscott and Murray Road Districts by—

- (1) (a) transferring all that portion of the Serpentine-Jarrahdale Road District, being all those portions of Peel Estate Lots 714, 1242, 424, 420, 419, 2 and 418, South of the present district boundary to the Armadale-Kelmscott Road District;
- (b) transferring all that portion of the Serpentine-Jarrahdale Road District, being that portion of Cockburn Sound Location 1068 North of the present district boundary to the Murray Road District;
- (c) transferring all those portions of the Armadale-Kelmscott Road District, being that portion of Peel Estate Lots 440 and 444 North of the present district boundary to the Serpentine-Jarrahdale Road District;
- (2) redescriving the district boundaries of the Serpentine-Jarrahdale Road District, as described in Schedule A hereto;
- (3) redescriving the ward boundaries of the Serpentine-Jarrahdale Road District, as described in Schedule B hereto.

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

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

## Schedule A.

## District Boundaries.

All that portion of land bounded by lines starting at the North-Western corner of Peel Estate Lot 444 and extending Easterly, North-Easterly and Southerly along boundaries of that lot to the South-Westernmost corner of lot 714; thence Easterly, Southerly and again Easterly along boundaries of that lot and onwards to a Western boundary of lot 440; thence generally Northerly and

North-Easterly along boundaries of that lot to the North-Western corner of lot 1242; thence Southerly, Easterly, Northerly and again Easterly along boundaries of that lot and onwards to the Western boundary of lot 422; thence generally Southerly and Easterly along boundaries of lots 422, 423, 424, 420, 419, 2 and 418 and onwards to the South-Western corner of lot 248; thence Southerly to the North-Western corner of lot 249; thence Easterly along the Northern boundary of that lot and onwards to and along the Southern side of road No. 9124 and again onwards to the Western boundary of Serpentine Agricultural Area Lot 34; thence Northerly and Easterly along boundaries of lot 34, 32 and 20 to the North-Eastern corner of the latter lot, a point on the South-Western side of the South-Western Highway; thence generally South-Easterly along that side to a point in prolongation Westerly of the Southern boundary of Cockburn Sound Location 495; thence Easterly along that prolongation to a North-Eastern side of the aforementioned highway; thence generally Southerly along that side to the South-Western corner of location 448; thence Easterly and Northerly along boundaries of locations 448 and 422 to the North-Western corner of reserve 7125; thence Easterly and Southerly along boundaries of that reserve to the North-Western corner of late Pastoral Lease 897/93; thence Easterly along the Northern boundary of that pastoral lease and onwards to a point in prolongation Northerly of the Western boundary of location 687; thence Southerly along that prolongation to the North-Western corner of that location; thence Easterly and Southerly along boundaries of that location to a point situate West of the 33-mile post on the North-Eastern side of the Albany Highway (road No. 6963); thence East to the South-Western side of that highway; thence generally South-Easterly along that side to a point in prolongation Northerly of the Western boundary of late reserve 12981; thence Southerly along that prolongation to a point in prolongation Easterly of the Northern boundary of Murray Location 496; thence Westerly along that prolongation to the Eastern boundary of location 1068; thence Northerly, Westerly and Southerly along boundaries of that location to a point in prolongation Easterly of the Northern boundary of location 496 as aforesaid; thence Westerly to and along that boundary and onwards to the Eastern boundary of location 647; thence Southerly, Westerly, Northerly and again Westerly along boundaries of that location to the South-Eastern corner of location 68; thence Northerly and Westerly along boundaries of that location to the Eastern boundary of location 141; thence Northerly, Westerly and Southerly along boundaries of that location to the North-Eastern corner of location 234; thence Westerly along the Northern boundaries of locations 234 and 1436 and onwards to an Eastern boundary of location 275, a point on the Western side of the South-Western Highway; thence Southerly and Westerly along boundaries of that location and onwards along the Northern side of road No. 1428 to a point in prolongation Northerly of the Western boundary of location 599; thence Southerly to and along that boundary to the South-Eastern corner of lot 51 of Cockburn Sound Location 16, as shown on Land Titles Office Deposited Plan 739B; thence Westerly and Northerly along boundaries of lots 51, 58 and 63 to the South-Western corner of lot 64 of location 16, as shown on Land Titles Office Deposited Plan 739A; thence Westerly to and along boundaries of lots 69, 76 and 81 to the latter's South-Western corner; thence Northerly along the Western boundaries of lots 81, 80 and 79 and onwards to the Southern boundary of Peel Estate Lot 804; thence Westerly along that boundary and onwards to the Eastern boundary of lot 1090; thence Southerly and Westerly along boundaries of that lot to its South-Western corner, a point on the Eastern side of the Serpentine River Diversion Drain Reserve; thence generally North-Easterly along that side to a point in prolongation South-Easterly of a North-Eastern boundary of lot 1098; thence generally North-Westerly to and along the North-Eastern boundaries of that lot to its Northernmost corner; thence Northerly along the prolongation of the Western boundary of that lot to the North-Eastern side of the Rockingham Jarrah Timber Company's Railway; thence generally North-Westerly along that side to the South-Western side of road No.

313; thence generally South-Easterly along that side to a point in prolongation South-Westerly of the North-Western boundary of lot 45, and thence generally North-Easterly along the Western boundaries of lots 45, 37, 36, 35, 28, 27, 442, 443 and 444 to the starting point.

(Public Plans 380A/40, 380B/40, 341A/40, 341B/40, 341C/40 and 341D/40.)

#### Schedule B.

##### Ward Boundaries.

##### Mundijong Ward.

All that portion of the Serpentine-Jarrahdale Road District bounded by lines starting at the intersection of the Northern boundary of that road district and the South-Eastern side of the South-Western Railway Reserve and extending generally South-Westerly along that side to the right bank of the Serpentine River; thence generally North-Westerly downwards along that bank to a Western boundary of the road district, and thence generally Northerly and generally Easterly along boundaries of that road district to the starting point.

(Public Plans 341A/40, 341B/40, 341C/40 and 341D/40.)

##### Jarrahdale Ward.

All that portion of the Serpentine-Jarrahdale Road District bounded by lines starting at the intersection of the South-Eastern side of the South-Western Railway Reserve and the Northern boundary of the road district, and extending generally Easterly and generally Southerly along boundaries of that road district to the right bank of the Serpentine River; thence generally North-Westerly downwards along that bank to the South-Eastern side of the South-Western Railway Reserve aforesaid, and thence generally North-Easterly along that side to the starting point.

(Public Plans 380B/40, 341C/40 and 341D/40.)

##### Serpentine Ward.

All that portion of the Serpentine-Jarrahdale Road District bounded by lines starting at the intersection of the Western boundary of that road district and the right bank of the Serpentine River and extending generally South-Easterly upwards along that bank to the Eastern boundary of the road district, and thence generally Westerly and generally Northerly along boundaries of that road district to the starting point.

(Public Plans 380A/40, 380B/40, 341C/40 and 341D/40.)

#### POTATO GROWING INDUSTRY TRUST FUND ACT, 1947-1951.

(Regulation 18 (1).)

##### Certificate by Returning Officer of Result of an Election.

I, GEORGE FREDERICK MATHEA, being the Returning Officer duly appointed under and for the purpose of the regulations made under the Potato Growing Industry Trust Fund Act, 1947-1951, do hereby certify as follows:—

(1) That in accordance with the said regulations I have held an election, which closed at 4 o'clock in the afternoon on the 10th day of September, 1952, for the election of two persons as the elective members of the Potato Growing Industry Trust Fund Advisory Committee under section 7 (1) of the said Act.

(2) That the candidates at such election were:—Frost, Alan Charles, Donnybrook, Potato Grower; Hard, Gustave Alfred, Denmark, Farmer; Newman, Frank Grosvenor, South Coogee, Farmer; Reading, Henry James F., Vasse, Potato Grower.

(3) That the voting resulted as follows:—

##### To Fill the First Vacancy.

(1) First Count:—Frost, 60; Hard, 164; Newman, 147; Reading, 45; Total, 416.

(2) Second Count:—Frost, 66; Hard, 176; Newman, 174; Total, 416.

(3) Third Count:—Hard, 216; Newman, 200; Total, 416.

##### To Fill the Second Vacancy.

(1) First Count:—Frost, 110; Newman, 248; Reading, 58; Total, 416.

(4) That as the result of the said voting the said Gustave Alfred Hard and Frank Grosvenor Newman were duly elected as the persons to be the elective members, as aforesaid.

(5) That I duly declare the said Gustave Alfred Hard and Frank Grosvenor Newman to have been duly elected as the elective members as aforesaid on the 10th day of September, 1952.

(6) As the result of the said election the said Gustave Alfred Hard and Frank Grosvenor Newman are now the elective members as required by the said Act for appointment by the Governor as members of the said Committee.

(7) That the following is a statistical return of the voting at the said election:—

Total number of electors on roll	....	861
Number of electors who voted	....	424
Number of formal votes counted	....	416
Number of votes rejected—		
(a) for informality of ballot paper	8	
(b) received after close of poll	23	
(c) insufficient postage	—	
		31
		—

Dated the 10th day of September, 1952.

G. F. MATHEA,  
Returning Officer.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.  
*Accepted Tenders.*

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
628/52	1952. Sept. 11	Witchcliffe Garage ....	313A, 1952	Purchase and Removal of Second-hand Ford V8 Truck (Engine No. BB18F6767743)	War Service Land Settlement	£80.
574/52	do.	Amalgamated Collieries of W.A., Ltd.	293A, 1952	Purchase and Removal of 2 only New Unused Centrifugal Pumps at Grain Alcohol Distillery, Collie	Industrial Development	£250 each.
600/52	do.	Bailey Bros. ....	301A, 1952	Jarrah Piles, Stringers and Corbels, delivered at Bridge near Wilga on Donnybrook-Boyup Brook-Kojonup Road	Main Roads	Rates, etc., on application.
306/52	do.	G. T. Lempriere & Co., Ltd.	277A, 1952	White Metal, Automotive Quality, required during period ending 31st December, 1952	P.W.D.	11s. 4d. per lb.
586/52	do.	.....	297A, 1952	Purchase and Removal of Second-hand Tramcar Bodies, as follows:—	Tramways and Ferries	
		F. M. Foster	.....	Item 6	.....	£115.
		J. & F. Simpson	.....	Item 2	.....	£110.
			.....	Item 3	.....	£110.
			.....	Item 4	.....	£110.
		S. A. Kierle & Co.	.....	Item 1	.....	£152 10s.
			.....	Item 5	.....	£120.
			.....	Item 7	.....	£120.
			.....	Item 8	.....	£120.
			.....	Item 9	.....	£110.
			.....	Item 10	.....	£110.
616/52	do.	.....	306A, 1952	3½ in. Grano-Diorite Screenings, as follows:—	Main Roads	
		White Rock Quarries	.....	Item 1	.....	34s. 5d. per ton.
			.....	Item 2	.....	34s. 5d. per ton.
			.....	Item 3	.....	35s. 11d. per ton.
		John Dunstan & Son (W.A.), Ltd.	.....	Item 4	.....	41s. 5d. per ton.
			.....	Item 5	.....	40s. 11d. per ton.
617/52	do.	Witchcliffe Garage ....	309A, 1952	Purchase and Removal of Second-hand Reo Truck (Engine No. 14B4850)	War Service Land Settlement	£100.
564/52	do.	Cumpstons Engraving Works Pty., Ltd.	290A, 1952	400 only Timber Worker's Branding Hammers, delivered to Forests Dept. Store, Perth	Forestry Dept.	23s. each.
565/52	do.	D. D. MacKinnon ....	288A, 1952	Purchase and Removal of the Old Agnew Hospital Buildings	Health	£150.
571/52	do.	Amalgamated Collieries of W.A., Ltd.	291A, 1952	Purchase and Removal of Steel Stand (Item 2) at Grain Alcohol Distillery, Collie.	Industrial Development	£70.
267/52	do.	British General Electric Co. Pty. Ltd.	144A, 1952	Two only Shadowless Lamps, delivered Government Electrical Stores, East Perth	P.W.D.	£220 each.
557/52	do.	Hadfields (W.A.) ....	287A, 1952	8 Tons Battery Dies, Chrome Steel, as per Item 2a, delivered F.O.R. Fremantle	Mines	£85 per ton.
		Eagle & Globe Steel Co., Ltd.	.....	10 Tons Battery Shoes, Cast Steel, as per Item 1 (a), delivered F.O.R. Fremantle	do.	£88 10s. per ton.
589/52	do.	Goode, Durrant & Murray, Ltd.	299A, 1952	Making of Dresses for Trainee Nurses' Uniforms for R.P.H., as per Item 1	R.P.H.	12s. 6d. each.
		W.A. Mantles Pty., Ltd.	.....	Item 5—Making of Capes as above	.....	3s. 7d. each.
		Vermont Manufacturing Co.	.....	Item 2—Collars	.....	10d. each.
			.....	Item 3—Belts	.....	9d. each.
			.....	Item 4—Aprons	.....	4s. 4d. each.
550/52	do.	Goode Durrant & Murray, Ltd.	302A, 1952	Making of Trainee Nurses' Uniforms, delivered to Govt. Stores Dept., Perth, 1st October, 1952, to 30th September, 1953	Govt. Stores	13s. 6d. each.



## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1952.			1952.
Sept. 4	334A, 1952	Stainless Steel Benches and Sinks and Drainers for Claremont Mental Hospital	Sept. 25
Sept. 2	328A, 1952	Exhaust Fan Units for Woodside Maternity Hospital	Sept. 25§
Sept. 9	336A, 1952	Tobacco, Cigarettes and Cigarette Papers	Sept. 25
Sept. 9	338A, 1952	Cream for the Royal Perth Hospital	Sept. 25
Sept. 11	348A, 1952	Piles for Albany-Torbay Road	Sept. 25
Sept. 11	342A, 1952	Refrigerated Water Cooler	Oct. 2
Aug. 28	320A, 1952	Multi-Tyred Rollers	Extended to Oct. 2§
Sept. 18	357A, 1952	Taxi Transport between Sunset Home and Royal Perth Hospital	Oct. 2
Sept. 16	354A, 1952	F.A.Q. to Prime Wheaten Chaff	Oct. 9
Sept. 18	356A, 1952	Three Tyne Rippers	Oct. 9
Sept. 9		Burials Country Towns, 1953	Oct. 9

§ Documents available for inspection at W.A. Government Liaison Offices, Room 13, 1st Floor, M.L.C. Buildings, 305 Collins Street, Melbourne. Room 105, 82 Pitt Street, Sydney.

## For Sale by Tender.

Sept. 9	337A, 1952	Ford V8 Van 1 ton, 1946 model	Sept. 25
Sept. 9	340A, 1952	Harley Davidson Motor Cycle, 1934 model	Sept. 25
Sept. 11	343A, 1952	Pedestal Drilling Machine (Incomplete)	Sept. 25
Sept. 11	346A, 1952	Chevrolet Utility, 1937 model	Sept. 25
Sept. 11	347A, 1952	C.R.T. X-Ray Tube Casing	Sept. 25
Sept. 9	341A, 1952	Quantity of Tractor Spare Parts	Oct. 2§
Sept. 11	344A, 1952	New and Secondhand Stoves	Oct. 2
Sept. 11	349A, 1952	Ford V8 Truck, 1941 model at Mt. Barker	Oct. 2
Sept. 11	350A, 1952	Ford V8 Truck, 1942 model at Mt. Barker	Oct. 2
Sept. 11	351A, 1952	International Truck, 1939 model at Mt. Barker	Oct. 2
Sept. 16	353A, 1952	Disposal of Chevrolet Utility	Oct. 2
Sept. 16	355A, 1952	Wrought Iron	Oct. 2
Sept. 16	352A, 1952	Hull of Motor Launch "Daisy"	Oct. 9

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the abovementioned until 10 a.m. on the date of closing.

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

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

No tender necessarily accepted.

A. H. TELFER,  
Chairman.

18th September, 1952.

## WORKERS' COMPENSATION ACT, 1912-1951.

Workers' Compensation Board,  
Perth, 15th September, 1952.

Ex. Co. 1049.

HIS Excellency the Governor in Executive Council acting pursuant to the provisions of the Workers' Compensation Act, 1912-1951, has been pleased to amend in the manner mentioned in the Schedule hereunder, the regulations made under the Act and published in the *Government Gazette* on the 30th day of September, 1938, and amended from time to time thereafter by notices published in the *Government Gazette*.

L. A. BELL,  
Registrar, Workers' Compensation Board.

## Schedule.

The abovementioned regulations are amended by inserting a new heading and regulation 23 as follows:—

Contributions to the Workers' Compensation Board Fund.

23. For the purposes of section 27 (5) (d) (i) of the Act, as from and after the termination of the year ending the 30th day of June, 1952, the sum that may be levied by the Board as contributions to the Fund in any one year shall be not in excess of ten thousand pounds.

Approved by His Excellency the Governor in Executive Council, 11th September, 1952.

R. H. DOIG,  
Clerk of the Council.

## APPOINTMENTS

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

Registrar General's Office,  
Perth, 17th September, 1952.

THE following appointments have been approved:—

R.G. No. 49/40—Constable Henry Bernard Olsson to act temporarily as Assistant District Registrar of Births and Deaths for the Bruce Rock Registry District, to maintain an office at Corrigin, during the absence on leave of Constable Roy Minnett; appointment to date from 18th September, 1952.

R.G. No. 38/38—Mr. Robert William Jennings to act temporarily as District Registrar of Births, Deaths and Marriages for the Broome Registry District, to maintain an office at Broome, during the absence on leave of Mr. Charles Frederick Roberts; appointment to date from 17th September, 1952.

R.G. No. 25/45—Constable Wilfred Athol Leahy to act temporarily as Assistant District Registrar of Births and Deaths for the Irwin Registry District, to maintain an office at Mingenew, during the absence on leave of Constable George Arthur Edward James Rowe; appointment to date from 23rd August, 1952.

R. J. LITTLE,  
Registrar General.

## THE MINING ACT, 1904-1950.

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

Department of Mines,  
Perth, 18th September, 1952.

IN accordance with section 97 of the Mining Act, 1904-1950, notice is hereby given that unless the rent due on the undermentioned Gold Mining Leases be paid on or before the 13th day of October, 1952, it is the intention of the Governor under the provisions of section 98 of the abovementioned Act to forfeit such Gold Mining Leases for breach of covenant, viz., non-payment of rent.

A. H. TELFER,  
Under Secretary for Mines.

## COOLGARDIE GOLDFIELD.

*Coolgardie District.*

## Gold Mining Leases.

- 5245—TINDALS No. 1: Consolidated Gold Mines of Coolgardie Limited.  
5246—TINDALS No. 2: Consolidated Gold Mines of Coolgardie Limited.  
5247—TINDALS No. 3: Consolidated Gold Mines of Coolgardie Limited.  
5248—BIG BLOW: Consolidated Gold Mines of Coolgardie Limited.  
5257—BAYLEY'S SOUTH: Forman, Francis Gloster.  
5259—TINDALS CENTRAL: Consolidated Gold Mines of Coolgardie Limited.  
5295—EMPRESS OF COOLGARDIE: Consolidated Gold Mines of Coolgardie Limited.  
5296—TINDALS CENTRAL EXTENDED: Consolidated Gold Mines of Coolgardie Limited.  
5297—DREADNOUGHT EXTENDED: Consolidated Gold Mines of Coolgardie Limited.  
5317—FRANK: Consolidated Gold Mines of Coolgardie Limited.  
5324—SPARGO'S: Spargo's Reward Gold Mines (1935) No Liability.  
5325—GOLDEN GULLEY: Spargo's Reward Gold Mines (1935) No Liability.  
5328—DREADNOUGHT: Consolidated Gold Mines of Coolgardie Limited.  
5330—UNDAUNTED: Consolidated Gold Mines of Coolgardie Limited.  
5333—DREADNOUGHT CENTRAL: Consolidated Gold Mines of Coolgardie Limited.  
5334—NORTH DREADNOUGHT: Consolidated Gold Mines of Coolgardie Limited.  
5362—SPARGO'S No. 3: Spargo's Reward Gold Mines (1935) No Liability.  
5363—SPARGO'S No. 4: Spargo's Reward Gold Mines (1935) No Liability.  
5466—TINDAL'S SOUTH: Consolidated Gold Mines of Coolgardie Limited.

- 5481—TINDAL'S NORTH No. 3: Consolidated Gold Mines of Coolgardie Limited.  
5482—TINDAL'S NORTH No. 2: Consolidated Gold Mines of Coolgardie Limited.  
5483—TINDAL'S NORTH No. 1: Consolidated Gold Mines of Coolgardie Limited.  
5484—TINDAL'S NORTH No. 4: Consolidated Gold Mines of Coolgardie Limited.  
5486—LADY CARMEN: Consolidated Gold Mines of Coolgardie Limited.  
5488—TINDAL'S No. 3 WEST: Consolidated Gold Mines of Coolgardie Limited.  
5500—PARIS CENTRAL: Lister, Jack; Lister, Arthur, and Lister, George Francis.  
5502—FLAG STAFF: Consolidated Gold Mines of Coolgardie Limited.  
5504—TINDAL'S No. 4 WEST: Consolidated Gold Mines of Coolgardie Limited.  
5505—EMPRESS OF COOLGARDIE SOUTH: Consolidated Gold Mines of Coolgardie Limited.  
5532—TINDAL'S EAST: Consolidated Gold Mines of Coolgardie Limited.  
5548—GREAT HOPE: Consolidated Gold Mines of Coolgardie Limited.  
5572—BAYLEY'S CONSOLS: Forman, Francis Gloster.  
5605—BURBANKS DEEPS: Scahill, Ernest.  
5628—IVES REWARD CONSOLIDATED: Ives, Leonard.  
5629—IVES REWARD CONSOLIDATED EAST: Ives, Leonard.  
5656—ALICIA: Consolidated Gold Mines of Coolgardie Limited.  
5657—ALICIA SOUTH: Consolidated Gold Mines of Coolgardie Limited.  
5679—ADA: Grepo, Jack.  
5684—WINSTON CHURCHILL: Prior, Benjamin Austin; Wells, Arthur John.  
5685—LADY ROBINSON: Scahill, Ernest.  
5743—MOYA JAN: Frank, Charles Bernard; and Hodges, Ernest Lewis.  
5867—OLD DODGE: Hudson, Reginald George; and McLachlan, Robert Edward.

## DUNDAS GOLDFIELD.

## Gold Mining Leases.

- 1468—BRONZEWING: James, Vincent Arthur.  
1617—CAESAR: James, Vincent Arthur.  
1624—VALHALLA: Pantall, Milton George; Law, Thomas Campbell.

## EAST COOLGARDIE GOLDFIELD.

*East Coolgardie District.*

## Gold Mining Leases.

- 5415E—RETURN: Wood, William Henry.  
5688E—CALEDONIAN: Miotti, Luigi; Smith, Frederick Robert, and Sceresini, Giovanni.  
5803E—MENTOR: Wood, William Henry.  
6043E—LAUNA DOONE: Morley, Robert George.  
6051E—BIG BULL: Hooper, William Edward.  
6255E—SPINIFEX: Osmetti, Jack; Caprari, Carlo; Robustellini, Romeo, and Robustellini, Antonio.

*Bulong District.*

## Gold Mining Leases.

- 1308Y—SOUTHERN CROSS: Nicol, Hugh.  
1311Y—BLUE QUARTZ: Jones, Barton Cecil.  
1323Y—QUEEN MARGARET: Paringa Mining and Exploration Company Limited.  
1324Y—QUEEN MARGARET CENTRAL: Paringa Mining and Exploration Company Limited.

## NORTH EAST COOLGARDIE GOLDFIELD.

*Kanowna District.*

## Gold Mining Lease.

- 1574X—SNOWDROP: Frost, William.

## BROAD ARROW GOLDFIELD.

Gold Mining Leases.

- 1962W—LADY ROSINA: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 1966W—CARNBE: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 1967W—McKENZIES FIND: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 1970W—LADY ROSINA: EXTENDED: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 2111W—HALL'S EXTENDED: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 2112W—NICHOLSON'S EXTENDED: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 2119W—NICHOLSON'S DEEPS: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 2120W—NICHOLSON'S WEST EXTENDED: Ora Banda Amalgamated Mines No Liability (In liquidation).  
 2188W—GOLDEN PENNY: Prnich, Mate.  
 2224W—WHIP POLE: Solberg, Erling.

## NORTH COOLGARDIE GOLDFIELD.

*Menzies District.*

Gold Mining Lease.

- 5757Z—KING OF THE HILLS: Evans, David John.

*Ularring District.*

Gold Mining Lease.

- 1153U—FOUR MILE: Perks, Charles John; Perks, William Edward, and Perks, Alfred Fordham.

*Yerilla District.*

Gold Mining Leases.

- 1011R—NETA: Paget Gold Mines of Edjudina Limited.  
 1119R—GENEVE: Paget Gold Mines of Edjudina Limited.  
 1120R—SENATE: Paget Gold Mines of Edjudina Limited.  
 1121R—NETA EXTENDED: Paget Gold Mines of Edjudina Limited.  
 1122R—NETA JUNCTION: Paget Gold Mines of Edjudina Limited.  
 1307R—SUFFOLK: Paget Gold Mines of Edjudina Limited.  
 1308R—BERKSHIRE: Paget Gold Mines of Edjudina Limited.  
 1322R—SHEBA: Mandelstam, Herman.

*Niagara District.*

Gold Mining Lease.

- 933G—NEW GLADSTONE: George-Kennedy, Patrick Clive; Solly, Keith Harold; Hamilton, Michael, and Solly, Clifford Ross.

## MOUNT MARGARET GOLDFIELD.

*Mount Margaret District.*

Gold Mining Leases.

- 2245T—LANCEFIELD EXTENDED WEST: Cable, Douglas.  
 2445T—LANCEFIELD: Cable, Douglas.  
 2471T—TRUMP: Cable, Douglas.  
 2489T—WEDGE: Cable, Douglas.  
 2500T—WESTRALIA: Bridgeman, Henry Victor Stanley.  
 2501T—WESTRALIA SOUTH: Bridgeman, Henry Victor Stanley.

## EAST MURCHISON GOLDFIELD.

*Lawlers District.*

Gold Mining Lease.

- 1350—VANGUARD: White, Noel Francis William.

*Black Range District.*

Gold Mining Lease.

- 1075B—DOOLETTE SOUTH: Manoni, Albert Louis.

## YALGOO GOLDFIELD.

Gold Mining Leases.

- 1102—ASTOR: Lake, Laurence Wilfred.  
 1113—FIELD'S FIND: Morrow, Chester Arthur.  
 1189—KING SOLOMON'S MINE: Crooks, Albert William.  
 1198—ASTER SOUTH: Lake, Laurence Wilfred.  
 1207—ROSE MARIE: Jones, John and Deveson, Robert Ernest.  
 1220—FIELDS FIND CENTRAL: Morrow, Chester Arthur.

## MURCHISON GOLDFIELD.

*Mount Magnet District.*

Gold Mining Leases.

- 1355M—MOYAGEE: Bianchi, Alberto and Poletti, Gildo.  
 1455M—EVENING STAR: Slavin, Joseph Clarence, and Jewell, Horace.

*Cue District.*

Gold Mining Lease.

- 2241—EAGLE HAWK: Brega, Enrico; Oliver, Edward Charles, and Woinar, Bernard.

*Day Dawn District.*

Gold Mining Leases.

- 664D—ECLIPSE: Zadow, John Claude.  
 667D—ECLIPSE EXTENDED: Zadow, John Claude.  
 668D—ECLIPSE AMALGAMATED: Zadow, John Claude.  
 670D—ECLIPSE NORTH: Zadow, John Claude.  
 676D—ECLIPSE AMALGAMATED SOUTH—Zadow, John Claude.

*Meekatharra District.*

Gold Mining Leases.

- 1547N—LADY CENTRAL: Horley, Lance Charles, and Burt, Richard Paul Septimus.  
 1872N—BLUE PEDRO: Rinaldi, Dominic, and Wilson, Cyril Clarence.  
 1927N—SABBOTH: Peterson, Alfred Christian.

## PILBARA GOLDFIELD.

*Marble Bar District.*

Gold Mining Leases.

- 1087—TOWN TALK: Crane, Reginald Charles Russell; Crane, Clement Joseph; Barnes, Alfred John, and Clarke, Arthur William.  
 1088—TOWN TALK EAST: Crane, Reginald Charles Russell; Crane, Clement Joseph; Barnes, Alfred John, and Clarke, Arthur William.

*Nullagine District.*

Gold Mining Leases.

- 231L—BLUE SPEC: Blue Spec Mining Company, No Liability.  
 263L—BLUE SPEC EAST: Blue Spec Mining Company, No Liability.  
 264L—SPEC: Blue Spec Mining Company, No Liability.  
 265L—WEST SPEC: Blue Spec Mining Company, No Liability.  
 266L—GOLDEN SPEC: Blue Spec Mining Company, No Liability.  
 281L—CEMENT: Blue Spec Mining Company, No Liability.  
 282L—ROLLER SPEC: Blue Spec Mining Company, No Liability.  
 284L—GOLDEN GATE: Blue Spec Mining Company, No Liability.  
 285L—GOLDEN SPEC WEST: Blue Spec Mining Company, No Liability.  
 286L—LIVESEY: Blue Spec Mining Company, No Liability.  
 301L—ONE SPEC: Blue Spec Mining Company, No Liability.  
 302L—TWO SPEC: Blue Spec Mining Company, No Liability.  
 303L—THREE SPEC: Blue Spec Mining Company, No Liability.  
 304L—FOUR SPEC: Blue Spec Mining Company, No Liability.

## YILGARN GOLDFIELD.

## Gold Mining Leases.

- 3268—EVANSTON: Ridge, Maurice Hennessy; Ridge, William Bernard, and Ridge, Richard Plunket.
- 3870—EVANSTON EAST: Ridge, Maurice Hennessy; Ridge, William Bernard, and Ridge, Richard Plunket.
- 3875—VICTORIA: Rota, Gildo.
- 3388—GOLDIES: Ridge, Maurice Hennessy; Ridge, William Bernard, and Ridge, Richard Plunket.
- 4001—EVERETT: Ridge, Maurice Hennessy; Ridge, William Bernard, and Ridge, Richard Plunket.
- 4254—GOLDEN CUBE: Ockerby, Thomas Wilfrid, and Briddick, Ernest William.
- 4268—VICTORIA SOUTH: Rota, Gildo.
- 4335—GOLDEN CUBE EAST: Ockerby, Thomas Wilfrid, and Briddick, Ernest William.
- 48PP—BRONZE WING: Symes, Phillip Chesterman; Jones, Arthur Percival, and Bowron, Leo Matthew Patrick.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA

No. 30 of 1952.

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Woolworths (W.A.) Ltd., and Employers as per Schedule of Respondents attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

## Memorandum of Agreement.

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

## 1.—Title.

This Award shall be known as the "Shop Assistants (Bunbury) Award" and replaces Award No. 50 of 1948.

## 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Chemists' Shops.
8. Hours.
9. Meal Times.
10. Overtime.
11. Holidays.
12. Annual Leave.
13. Change Room.
14. No Reduction.
15. Higher Duties.
16. Proportion of Juniors.
17. Engagement.
18. Time and Wages Record.
19. Uniforms and Overalls.
20. Board of Reference.
21. Under-rate Workers.
22. Country Work and Travelling Time.
23. Premiums.
24. Exclusions.
25. Junior Worker's Certificate.
26. Payment for Sickness.
27. Wages.
28. Liberty to Apply.

## 3.—Scope.

This Award shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in the Schedule, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1950.

## 4.—Area.

This Award shall be limited in its effect to the area comprised within a radius of fifteen (15) miles from the post office at Bunbury.

## 5.—Term.

This Award shall operate for a period of two (2) years from the beginning of the first pay period commencing after the date hereof.

## 6.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking, or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 25 miles from the Post Office situated in the town in which he is employed shall be classed as a packer.

(e) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period on any day from Monday to Friday inclusive. On Saturday morning the minimum engagement shall be three (3) hours. Provided that in the case of Theatre shops, the minimum engagement shall be not less than three (3) hours after 5.30 p.m., Monday to Friday inclusive. In the case of the Fourth Schedule Shops the minimum engagement of casual hands shall be not less than three (3) hours on Saturdays after 12 noon, or on Sundays or on Holidays as provided in this Award. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult".—For the purpose of this Award the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum

rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in clause 15 hereof or where the worker himself severs his own contract of service.

(h) "Wholesale Establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(i) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(j) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

(k) "Part-time Workers".—Part-time workers who are to be regularly employed for a period of less than 40 hours but for not less than twenty (20) hours per week may be employed by agreement between the employer and the Union.

Should the Union object to the worker's employment, the employer must be notified of such objection within twenty-four (24) hours from the time of the Union receiving such application.

In the event of no agreement being arrived at between the employer and the Union, the matter may be referred to the Board of Reference for decision.

Where a worker is employed under the provisions of this clause he shall receive payments for wages, for annual leave, holidays, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to forty (40) hours.

#### 7.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Award up to the time he or she becomes indentured to the profession.

#### 8.—Hours.

(a) Retail establishments (other than Fourth Schedule Shops):—

(i) Shop Assistants: Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.40 a.m. and 12 noon on Saturday.

(ii) Storemen, packers, and despatch hands: Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.20 a.m. and 12 noon on Saturday.

Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

(iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops.—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week) shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(i) The number of hours per week usually and customarily worked prior to the date of this Award shall be observed, but shall not exceed forty (40) hours per week. Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday: Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

(ii) The week's work may be performed in five (5) or five and one-half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

#### 9.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

(i) One (1) hour for any meal shall be given and taken.

(ii) From Monday to Friday, inclusive, lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

(iii) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops.—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments.—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal. Lunch hour shall be taken between 12 noon and 2.15 p.m.

(d) where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

#### 10.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive), shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by clause 16 hereof.

(j) Notwithstanding anything contained in this Award:—

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

(ii) No organisation, party to this Award or any 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.

#### 11.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 10 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

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

#### 12.—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 weeks pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

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

#### 13.—Change Room.

Where an employer usually has more than six (6) workers engaged at the same time under the terms of this Award he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat hangers, tables and chairs.

#### 14.—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.

#### 15.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the time and wages record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

#### 16.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) males and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

#### 17.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

#### 18.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

(i) The name of the worker;

(ii) the class of work performed;

(iii) the hours worked by each worker;

(iv) the wages (and overtime if any) paid to each worker;

(v) the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the Union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be

easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the Union, a roster written in the English language showing:—

- (i) The name and sex of each worker bound by this Award.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.
- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half holiday and the time from which the half holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- (ix) Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by subclause (viii) hereof) shall be paid at overtime rates as provided by clause 10 (a).

#### 19.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

#### 20.—Board of Reference.

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

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

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1950, which, for this purpose, are embodied in this Award.

#### 21.—Under-rate Workers.

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

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

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

#### 22.—Country Work and Travelling Time.

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

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

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

#### 23.—Premiums.

No premium in respect of the employment of any worker bound by this Award shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

#### 24.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Award shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storemen, storemen, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands, (junior and adult), junior and adult messengers.

#### 25.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full;
- (ii) Age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate.

#### 26.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

#### 27.—Wages.

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

(a) Basic Wage:	Per Week.
	£ s. d.
Males	11 12 5
Females	7 11 1

(b) Adults:	Margin over basic wage per week.	
	Males	Females
	£ s. d.	£ s. d.
Shop assistants	1 12 6	1 6 6
Storemen, Packers, despatch hands	1 7 6	—
Canvassers and collectors	1 12 6	—



(c) Junior Workers	Percentage of basic wage	
	Males	Females
Under 15 years of age	25	—
Between 15 and 16 years of age	35	45
Between 16 and 17 years of age	45	55
Between 17 and 18 years of age	55	65
Between 18 and 19 years of age	65	75
Between 19 and 20 years of age	75	90
Between 20 and 21 years of age	90	97.5

and thereafter the prescribed minimum adult rate.

(d) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of 2s. 6d. per week.

(e) Whilst so engaged, Casual Hands shall be paid at the rate of 10 per cent. in addition to the rates prescribed.

(f) Any person, whether junior or adult employed as a canvasser and/or collector shall be paid the adult male wage: Provided that this subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident or the holidays to which such adult canvasser is entitled under this Award.

(g) It is hereby expressly agreed and declared that the rates prescribed herein have been arrived at without regard for the skill involved or the nature of the work performed and cannot be compared as between themselves or with the rates of pay in any other industry.

(h) Liberty is reserved to either party to apply for a variation of the rates prescribed for junior female workers.

#### 28.—Liberty to Apply.

Liberty is reserved to either party to apply for a variation of the provisions of sub-clause (k) of clause 6 ("Part-time Workers") of this Award.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### Schedule of Respondents.

##### Industry, Respondents.

Agricultural Implements, Machinery, Farmers' General Requirements—Westralian Farmers Co-op. Co. Ltd.; Hayward, Thos. Pty. Ltd.  
Builders' Hardware Tools and General Hardware—Hayward, Thos. Pty. Ltd.  
Boots, Shoes, Slippers—Ezywalkin Ltd.  
Chemist, Cosmetics—Thomas & Co.  
Motor Accessories and Replacement Parts—Winterbottom Motor Co. Ltd.  
Clothing, Male and/or Female — Bon Marche, Prossers Stores, Boulters Men's Store.  
Confectionery, Cake, Biscuits—Wills, John (Bunbury) Ltd.  
Departmental Stores—Woolworths (W.A.) Ltd.  
Drapers, Dress Materials, Mantles, Costumers, Millinery—Bon Marche.  
Farm Produce—Forrest, Robert (Estate).  
Fishing Tackle, Sporting Goods—Hayward Thos. Pty. Ltd.  
Fruit and Vegetables—Sherry, H. H.  
Furniture—Sherry, H. H.  
General Storekeeping—Chadd & Whitty.  
Grocery and General Food Supplies—Wills, John (Bunbury) Ltd.  
Jewellery, Clocks, Watches, Crockery, Fancy Goods—Caris Bros. Ltd.  
Manchester—Cronshaws Manchester House.  
Newsagent, Stationer, Fancy Goods—Central Newsagency.  
Radio and Electrical Supplies—Hayward Thos. Pty. Ltd.

## IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 53 of 1951.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Co-operative Bulk Handling Ltd., Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

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

#### 1.—Title.

This Award shall be known as the "Bulk Wheat Handling (Country Sidings) Award" and shall replace Award No. 9 of 1944 as amended by No. 240 of 1946, No. 13 (55) of 1946, No. 60 (5) of 1947 and No. 253A of 1948.

#### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Hours.
7. Overtime.
8. Wages.
9. Away from Home Allowance.
10. Contract of Service.
11. Breakdowns.
12. Under-rate Workers.
13. Holidays and Annual Leave.
14. Absence Through Sickness.
15. Time and Wages Record.
16. Inspection.
17. Transfers.
18. Accommodation.
19. Washing Facilities.
20. Accident and Sickness Transportation.
21. First Aid.
22. Board of Reference.
23. No Reduction.

#### 3.—Scope.

This Award shall apply to workers engaged by the respondent in connection with receiving and handling of bulk wheat (including the bagging of bulked wheat and the subsequent handling thereof) at wheat receiving stations or sidings and shall also apply to labouring work in connection with the erection, removal, or renovating of wheat bulk-heads, etc.

#### 4.—Area.

This Award shall operate over the whole of the State but excluding the ports of Western Australia.

#### 5.—Term.

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

#### 6.—Hours.

Forty (40) hours shall constitute a week's work to be worked between the hours of 7 a.m. and 6 p.m., Monday to Friday inclusive and between 7 a.m. and 12 noon on Saturday.

## 7.—Overtime.

(a) All time worked prior to 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 four (4) hours and double time thereafter.

(b) All work performed on Sunday 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.

## 8.—Wages.

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

	Per week.
	£ s. d.
(a) Basic Wage:	
(i) Within a radius of fifteen (15) miles from the G.P.O., Perth	11 12 3
(ii) Outside a radius of fifteen (15) miles from the G.P.O., Perth, but within the South-West Land Division	11 12 5
(iii) Rest of State	11 18 0
	Margin per week.
(b) Adults:	£ s. d.
(i) Bin Attendants	1 10 0
(ii) Weighbridge Officers	1 0 0

## 9.—Away from Home Allowance.

In the case of a worker who has had three (3) months' continuous service in the employment of the employer who is required to secure or occupy accommodation, temporarily, away from his usual place of employment, he shall be paid an away from home allowance at the rate of one pound five shillings (£1 5s.) per week. In the case of a worker with less than three (3) months' continuous service, the above allowance is payable if the worker is originally engaged to work at one siding only and is subsequently transferred temporarily to another siding. For the purpose of this clause continuous service shall not be deemed to be broken by—

- (a) holidays pursuant to this Award;
- (b) sick leave pursuant to this Award; or
- (c) absence from duty with the express permission of the employer.

## 10.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminated by one day's notice on either side.

(b) Wages shall be paid weekly, on a day mutually agreed upon between the employer and the worker.

## 11.—Breakdowns.

Notwithstanding anything contained in this Award, the employer shall be entitled to deduct payment for any day or portion of a day that 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 that the employer cannot reasonably prevent.

## 12.—Under-rate Workers.

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

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

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

## 13.—Holidays and Annual Leave.

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

(b) All work performed on the holidays prescribed herein shall be paid for at the rate of double time.

(c) (i) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday.

(ii) Any worker absenting himself from work on the working day preceding or on the working day succeeding a holiday provided for herein shall not be entitled to payment for such holiday.

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

(e) 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.

(f) 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.

(g) A worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve (12) months' continuous service in which case should the services of such worker terminate or be terminated prior to the completion of twelve (12) months' continuous service, the employer may deduct from any moneys due to such worker or the said worker shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.

(h) If after one month's continuous service in any qualifying 12-monthly period, a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(i) 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.

(j) 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 (h) 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.

(k) 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.

#### 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 (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

(e) Notwithstanding the provisions of subclause (c) hereof, a worker who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health. Provided that this subclause shall not apply in those localities where medical treatment is not available.

(f) For the purpose of assessing a worker's entitlement to accumulated sick pay subclause (d) hereof shall be deemed to have become operative as from the first day of August, 1952.

#### 15.—Time and Wages Record.

(a) The employer shall keep, or cause to be kept, a record containing the following particulars:—(a) The name of the worker; (b) the class of work performed by him; (c) the starting and finishing time each day; (d) the wages and over-time (if any) paid to him each week.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union, during the usual office hours, at the employer's head office, and he shall be allowed to take extracts therefrom.

#### 16.—Inspection.

Any officer authorised by the Union may, on any day, for the purpose of investigating any alleged breaches of this Award, and after giving notice in writing to the company or its agent, enter any premises on which the operations covered by this Award are carried on and inspect such operations and speak to workers: Provided that such permission shall not in any way be exercised so as to cause any delay in such operations.

#### 17.—Transfers.

(a) After commencing employment at any siding or centre, if an employee is transferred by the employer to another siding, he shall be paid at ordinary rates for the actual time taken in effecting such transfer. The employer shall pay all fares necessarily incurred. Fares shall be second class.

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

#### 18.—Accommodation.

(a) Where there is no accommodation (other than hotel) available the employer shall provide a hut or other suitable accommodation for adequately housing the worker.

(b) It shall be the responsibility of the worker to keep such accommodation in a clean and tidy condition.

#### 19.—Washing Facilities.

Where an adequate supply of water is available, a shower bath shall be installed for the use of the workers or the materials shall be made available for its erection.

#### 20.—Accident and Sickness Transportation.

In the case of a worker suffering from a serious illness or accident requiring immediate medical attention the employer shall provide for the transport of such worker to the nearest hospital. Provided that this clause shall not apply in those localities where medical treatment is available and provided further that where the worker fails to prove the bona fides of such illness or accident, he shall be liable to pay all expenses incurred by the employer.

#### 21.—First Aid.

If it is procurable a suitable first-aid outfit shall be supplied by the employer shall be accessible at all times.

#### 22.—Board of Reference.

(a) The Court hereby appoints, for the purpose of this Award, a Board of Reference. The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

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

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (ii) deciding any other matter that the Court may refer to the Board from time to time;
- (iii) adjudicating on any claim made for handling excessively dusty wheat and fixing where considered necessary a penalty rate for such work.

An appeal shall lie from any decision of the Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1950, which for this purpose are embodied in this Award.

#### 23.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker below the amount actually received by him at the date hereof.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 27 of 1952.

Between the West Australian Operative Bakers' Union of Workers, Applicant, and G. Anderson and others as per schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Bakers' (Kalgoorlie) Award" and replaces Award No. 11 of 1936 (as amended).

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definitions.
6. Hours.
7. Overtime.
8. Wages.
9. Holidays.
10. Higher duties.
11. Quantity of flour—hand doughs.
12. Record.
13. Termination of service.
14. Accommodation.
15. Aged and infirm workers.
16. Breakdowns, etc.
17. Payment through sickness.
18. Apprentices.
19. Board of Reference.

3.—Term.

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

4.—Area.

This Award shall have effect over the area comprised within a radius of eight (8) miles from the Post Office, Kalgoorlie.

5.—Definitions.

"Baker" shall mean a person employed in or in connection with the mixing, handling, moulding or baking of dough, or in any general work in connection with a bakehouse.

"Jobber" shall mean a man casually employed for not less than three (3) hours during any one day or night.

"Single hand" shall mean a baker who is employed in a bakehouse where there is no other person regularly employed in the mixing, handling, or baking of dough.

"Foreman" shall mean a baker who has charge of the work and of one or more workers, including apprentices, in the bakehouse.

An employer who performs the work of a competent baker and personally exercises regular and substantial supervision of the work in his bakehouse may be classed as a foreman.

6.—Hours.

(i) The ordinary hours of labour shall be as follows:—

- (a) In an ordinary week, forty (40) hours;
- (b) In a week in which an Award holiday occurs, thirty-six (36) hours;
- (c) In a week in which two Award holidays occur, thirty-two (32) hours.

(ii) Excepting Friday, the hours of work each day shall be continuous. This provision, however, shall not be deemed to include the necessary attendance for doughmaking. No worker shall be required to work for a longer period than ten (10) hours on any one shift during the week, inclusive of the Friday work, which may terminate on Saturday morning.

(iii) Spread of Hours: For all workers excepting doughmakers, the starting time shall be not earlier than 3 a.m. on Monday and 4 a.m. on Tuesday, Wednesday and Thursday, with a finishing time of not later than 1 p.m. On Friday the starting time shall not be earlier than 4 a.m. with a finishing time not later than 12 noon and a further starting time of not earlier than 6 p.m. with a finishing time not later than 8 a.m. on Saturday.

(iv) Hand Dough: Any worker other than a doughmaker called upon to make a hand dough or doughs outside the prescribed starting or finishing times for less than the full shift shall be allowed a minimum of two (2) hours for the first dough and thereafter the actual time worked, and such time may be deducted from his working hours on the following day. Otherwise overtime conditions at doughmaker's rates for overtime shall be paid: Provided, however, that any time necessarily spent in standing by shall be paid for.

(v) Machine Dough: Any worker other than a doughmaker called upon to make dough or doughs with the assistance of a machine outside of the prescribed starting and finishing times for less than a full shift shall be allowed one hour fifteen (15) minutes for the first dough containing six hundred (600) pounds or more of flour, and thereafter shall be allowed the actual time engaged in the work: Provided that any time necessarily spent standing by shall be paid for.

(vi) Machine Brown Dough: Any worker called upon to make a brown dough by machine shall be allowed the actual time worked.

(vii) Time included: The term "making a dough" shall include all work incidental to, preparing for, and finishing off the work of a doughmaker.

(viii) Doughmaker—Starting Time: There shall be no fixed starting or finishing time for doughmakers, but forty (40) hours shall constitute a week's work.

(ix) Jobber—Minimum Engagement: A jobber shall not be engaged for less than three (3) hours in any one day, except when engaged in doughmaking.

(x) Attendance before starting time: No worker other than a doughmaker shall be allowed upon the employer's premises for more than fifteen (15) minutes prior to the starting time. In the case of defective fermentation or other unavoidable cause, workers may attend for a period up to but not exceeding one hour prior to the starting time, to be paid for at double time rate.

(xi) Break: No worker except a doughmaker shall be required to or shall resume work until he has had a clear six (6) hours off duty.

(xii) Prima facie Breach: An employer shall be deemed prima facie to be guilty of a breach of this Award if a batch of bread is found drawn from his oven earlier than two (2) hours after the prescribed actual starting time.

(xiii) (a) When a double or treble delivery day falls on a Tuesday, Wednesday, Thursday or Friday, the starting time shall be not earlier than 8 p.m. on the day preceding such double or treble day.

(b) When a double or treble delivery day falls on a Monday the starting time shall be not earlier than midnight on Sunday.

(c) The starting time following a bakers' holiday (other than Christmas Day), shall be not earlier than 3 a.m.: Provided that the starting time

following Boxing Day shall be not earlier than midnight of that day: Provided further that when a bakers' holiday (other than Christmas Day) falls on a Friday, the starting time shall not be earlier than 8 p.m. on that day.

(d) When a bakers' holiday falls on a Saturday the starting time shall be not earlier than midnight on Sunday and when a bakers' holiday (other than Christmas Day) falls on a Monday, the starting time shall be not earlier than midnight of that day.

7.—Overtime.

(a) All time worked in excess of forty (40) hours for the week shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.

(b) Notwithstanding anything contained in this Award—

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

8.—Wages.

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

	Per week.
	£ s. d.
(a) Basic Wage	11 18 0
	Margin over Basic Wage per week.
	£ s. d.
(b) Foreman in charge of four (4) or more workers	3 13 0
Foreman in charge of less than four (4) workers	3 10 6
Single-hand Baker	3 8 0
Doughmakers	3 8 0
Baker doing oven work or board hand	3 3 0
Jobber, 7s. 10 11/20d. per hour.	
Jobber taking charge, 5s. 0d. per day extra.	

- (c) A worker other than a dough-maker who is called upon to make doughs shall be paid doughmaker's wages during the time he is performing these duties.
- (d) There shall be a foreman in each bakehouse where more than one worker is employed but where a single-hand baker is employed the existing custom shall continue.

9.—Holidays.

(a) The following days or the days observed in lieu shall subject to subclause (b) hereof be allowed as holidays without deduction of pay, namely:—New Year's Day, Labour Day, Good Friday and Christmas Day.

(b) Any work done on these specially named days shall be paid for at the rate of double time.

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

(d) Except as hereinafter provided a period of three 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.

(e) 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 such holiday observed as aforesaid.

(f) If after one month's continuous service in any qualifying twelve-monthly period a worker other than a jobber lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-quarter (¼) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(g) 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.

(h) 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 (f) 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.

(i) 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.

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

10.—Higher Duties.

Workers called upon to perform higher duties for which a higher rate is prescribed than that of which they are in receipt shall be paid such higher rate for such time as they are actually performing such higher duties, if employed under four (4) hours, and if employed for four (4) hours or more, they shall receive a day's pay at such higher rates.

11.—Quantity of Flour—Hand Doughs.

A baker required to make a hand dough containing has not more than six hundred pounds (600lb.) of flour shall be allowed a minimum of two (2) hours for such hand dough, but, if required to make more than one such dough, the minimum of two (2) hours shall be allowed him for the first of such doughs, and thereafter the prescribed ordinary time rate shall be allowed for the time he is so engaged.

If required to make a hand dough containing more than six hundred pounds (600lb.) of flour, he shall be provided with assistance, or receive two shillings and sixpence (2s. 6d.) for each additional one hundred and fifty pounds (150lb.) of flour or part thereof.

12.—Record.

A time and wages book shall be kept by the employer in the bakehouse, in which entries shall be made therein each day by each worker of the time he starts and finishes work and of the time he has worked. He shall also enter therein the amount of wages he receives, the number of hours of overtime he has worked, and the payment he has received for such. The book shall be open during working hours for the inspection of the secretary of the Union or its accredited representative.

13.—Termination of Service.

One week's notice on either side shall be given for the termination of employment.

## 14.—Accommodation.

Each employer shall be required to provide suitable accommodation for workers to change their working clothes.

## 15.—Aged and Infirm Workers.

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

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

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

## 16.—Breakdowns, etc.

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

## 17.—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.

## 18.—Apprentices.

(a) The provisions of the Court's Standard 1941 Apprenticeship Regulations are hereby embodied in and form part of this Award, save for the following amendments thereto:—

1. To Regulation 37 add new subclauses reading as follows:—

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

(d) Liberty is reserved to the Respondents to apply for the deletion of this Regulation.

2. Delete Regulation 40.

(b) Proportion: The maximum number of apprentices allowed to any employer shall be in the proportion of one to every four (4) or fraction of four (4) journeymen permanently employed: Provided that an employer who is bona fide working as a baker shall be regarded as a journeyman permanently employed.

(c) The term of apprenticeship shall be five (5) years, but these provisions shall not affect in any way the term or terms of apprenticeship of apprentices registered before the date of this Award.

## (d) Wages:

	Per cent. of Basic Wage Per Week.
First six months	20
Second six months	25
Second year	35
Third year	55
Fourth year	80
Fifth year	95

Provided that no apprentice shall be paid less than he is receiving at the date of this Award: Provided further, that where an apprentice is 21 years of age or over at the commencement of his fifth year he shall be paid the full basic wage, and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the full basic wage for the period following his 21st birthday: Provided also that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the tradesman's rate through Government supplementation.

## 19.—Board of Reference.

The Court appoints, for the purpose of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman, and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

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

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

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, 1912-1950, which for this purpose are embodied in this Award.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

## Schedule of Respondents.

G. Anderson, Boulder.  
Landre & Son, Boulder.  
P. Dunne, Kalgoorlie.  
E. Pilkadaris, Kalgoorlie.  
F. Pulliene, Kalgoorlie.  
J. Schouenberg, Kalgoorlie.  
D. Turner, Kalgoorlie.  
Willey Bros., Kalgoorlie.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 25 of 1952.

Between The West Australian Plumbers and Sheet-metal Workers' Industrial Union of Workers, Perth, Applicant, and Nestle's Food Specialities (Australia) 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 said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this

day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Canister Workers (Condenseries) Award".

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Hours.
7. Overtime.
8. Wages.
9. Under-rate Workers.
10. Breakdowns.
11. Contract of Service.
12. Payment of Wages.
13. Annual Leave and Holidays.
14. Absence through Sickness.
15. Junior Workers.
16. Junior Worker's Certificate.
17. Time and Wages Record.
18. Representative Interviewing Workers.
19. Board of Reference.

3.—Scope.

This Award shall apply to workers employed in canister-making in Condenseries.

4.—Area.

This Award shall operate over that portion of the State of Western Australia known as the South-West Land Division.

5.—Term.

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

6.—Hours.

Forty (40) hours shall constitute a week's work, which hours shall be worked in five (5) days.

7.—Overtime.

(a) All time worked in excess of the ordinary working hours in any one day shall be deemed to be overtime and shall be paid at the rate of time and a half for the first four (4) hours, and double time thereafter.

(b) (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.

(c) When a worker without being notified on the previous day, is required to continue working after his usual knock-off time for more than one (1) hour or after 6 p.m., whichever is the later he shall be provided with any meal required or shall be paid two shillings and sixpence (2s. 6d.) in lieu thereof. Provided that such payment need not be made to a worker living in the same locality as his place of employment, who can reasonably return home to a meal.

8.—Wages.

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

(a) Basic Wage:

	Males			Females		
	Per Week.	£	s. d.	Per Week.	£	s. d.
(i) Within a radius of fifteen miles from the G.P.O., Perth	11	12	3	7	11	0
(ii) Outside a radius of fifteen miles from the G.P.O., Perth, but within the South-West Land Division	11	12	5	7	11	1

(b) Adult Males:

Canister-making in all its branches:—	Margin Per Week.		
	£	s.	d.
(i) Die-setter and leading press hand	1	6	0
(ii) Solderers and dippers	19	0	
(iii) Operators of power presses and other machines not otherwise specified	19	0	
(iv) Cap solderers	19	0	
(v) General hand	14	6	

(c) Adult Females	Margin Per Week.		
	£	s.	d.
	10	0	

(d) Junior Workers (Male):

14 to 15 years of age	Per cent. of Male Basic Wage Per Week.		
	£	s.	d.
14 to 15 years of age	25		
15 to 16 years of age	35		
16 to 17 years of age	45		
17 to 18 years of age	55		
18 to 19 years of age	65		
19 to 20 years of age	75		
20 to 21 years of age	90		

(e) Junior Workers (Female):

15 to 16 years of age	Per cent. of Female Basic Wage Per Week.		
	£	s.	d.
15 to 16 years of age	40		
16 to 17 years of age	50		
17 to 18 years of age	60		
18 to 19 years of age	70		
19 to 20 years of age	80		
20 to 21 years of age	90		

9.—Under-rate Workers.

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

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

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

10.—Breakdowns.

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

11.—Contract of Service.

The contract of hiring of every worker, shall be deemed to be a contract of hiring by the day.



## 12.—Payment of Wages.

Workers shall be paid at the shop or on the job within five (5) minutes of the time for ceasing work.

## 13.—Annual Leave and Holidays.

(a) Except as hereinafter provided, 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, State Foundation Day, Christmas Day and Boxing Day.

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

(c) All work performed on Sunday or on the holidays prescribed in subclause (a) hereof shall be paid for at the rate of double time.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 (f) 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.

(i) 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.

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

## 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 (1/12) of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to forty (40) hours (one week's pay) in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

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

(f) For the purpose of assessing a worker's entitlement to accumulated sick pay, subclause (e) hereof shall be deemed to have become operative as from the first day of July, 1952.

## 15.—Junior Workers.

No junior worker under 18 years of age shall be employed as an operator of a power-driven guillotine, or as a die-setter on power presses.

## 16.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.
- (iii) Name of each previous employer.
- (iv) Length of service with each previous employer.

(b) This certificate shall be signed by the worker.

(c) No worker shall have any claim upon his employer for additional wages in the event of his age or length of service being wrongly stated on this certificate.

(d) No indorsement whatever shall be made by an employer on any such certificate.

## 17.—Time and Wages Record.

(a) The employer shall keep, or cause to be kept at the factory office, a record in which shall be entered weekly—

- (i) the name of each worker to whom this Award applies;
- (ii) the nature of the work performed;
- (iii) the hours worked each day;
- (iv) the amount of wages and overtime (if any) received by the worker each week;
- (v) the ages of the junior workers.

(b) The said record shall be signed by the worker if correct.

(c) The employer and the worker shall be severally responsible for the proper posting of the said record which shall be open to the inspection of an accredited representative of the Union at the factory office during ordinary working hours and he shall be allowed to take necessary extracts therefrom.

## 18.—Representatives Interviewing Workers.

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

## 19.—Board of Reference.

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

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

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by this Award:—

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Award or any of them.

(ii) Deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1950, shall be deemed to apply to any Board of Reference appointed hereunder.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office the 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 28 of 1952.

Between West Australian Operative Bakers' Union of Workers, Applicant, and Employers as per Schedule of Respondents attached hereto, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Bakers' (Country) Award", and replaces Award No. 58/48 (as amended).

2.—Arrangement.

1. Title.
2. Arrangement.
- 3.—Term.
4. Area.
- 5.—Definitions.
6. Hours.
7. Wages.
8. No Reduction.
9. District Allowances.
10. Overtime.
11. Holidays.
12. Fares.
13. Higher Duties.
14. Quantity of Flour in Doughs.
15. Records.
16. Accommodation.

17. Termination of Employment.
18. Aged and Infirm Workers.
19. Breakdowns.
20. Absence through Sickness.
21. Board of Reference.
22. Apprentices.

3.—Term.

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

4.—Area.

This Award shall operate in municipalities and town-sites throughout the State, outside a radius of twenty-five (25) miles from the General Post Office, Perth, and outside a radius of eight (8) miles from the Post Office, Kalgoorlie, where bread is baked for the purpose of sale to the public.

5.—Definitions.

"Baker" shall mean a person employed in or in connection with the mixing, handling, moulding, or baking of dough, or in any general work in connection with a bakehouse.

"Jobber" shall mean a man casually employed for not less than three (3) hours during any one day or night.

"Single hand" shall mean a baker who is employed in a bakehouse where there is no other person regularly employed in the mixing, handling, or baking of dough, except where the employer regularly and substantially works in the bakehouse.

"Foreman" shall mean a baker who has charge of the work and of one or more workers, including apprentices in the bakehouse. Where an employer or son of an employer is himself substantially engaged in doing the actual work of an operative baker, and also exercising supervision of the work in the bakehouse, he may be classed as a foreman, but not otherwise.

6.—Hours.

(i) The ordinary hours of labour shall be as follows:—

- (a) In an ordinary week, forty (40) hours;
- (b) in a week in which an Award holiday occurs, thirty-six (36) hours.
- (c) In a week in which two Award holidays occur, thirty-two (32) hours.

(ii) The hours of work each day shall be arranged to suit the requirements of the shop, but shall not exceed, without payment of overtime, eight (8) hours on ordinary days and ten (10) hours on double days or treble days.

(iii) (a) Except within the area controlled by the Municipality of Bunbury, for all workers except doughmakers, the starting time on Mondays to Saturdays inclusive shall be not earlier than 5 a.m. with a finishing time of not later than 8 p.m. on Mondays to Fridays inclusive and not later than 12.30 p.m. on Saturdays.

(b) Within the area controlled by the Municipality of Bunbury:—

- (1) For all workers except doughmakers the starting time shall be not earlier than 3 a.m. on Monday and 5 a.m. on Tuesday, Wednesday and Thursday with a finishing time of not later than 6 p.m. On Friday the starting time shall not be earlier than 5 a.m. with a finishing time not later than 12 noon and a further starting time of not earlier than 3 p.m. nor later than 10 p.m. with a finishing time not later than 12 noon on Saturday.
- (2) When a double or treble delivery day falls on a Tuesday, Wednesday, Thursday or Friday, the starting time shall be not earlier than 8 p.m. on the day preceding such double or treble day.
- (3) When a double or treble delivery day falls on a Monday the starting time shall be not earlier than midnight on Sunday.
- (4) The starting time following a bakers' holiday (other than Christmas Day), shall be not earlier than 3 a.m.; provided that the starting time following Boxing Day shall

be not earlier than midnight on that day: Provided further that when a bakers' holiday (other than Christmas Day) falls on a Friday, the starting time shall be not earlier than 8 p.m. on that day.

- (5) When a bakers' holiday falls on a Saturday the starting time shall be not earlier than midnight on Sunday and when a bakers' holiday (other than Christmas Day) falls on a Monday, the starting time shall be not earlier than midnight on that day.

(iv) Each employer shall post a roster of the working hours and shall furnish the union secretary with a copy of such roster and of any alterations that may be made thereto from time to time. The copy of the roster shall be furnished to the union secretary within fourteen days of the Award coming into operation, and any alterations made there-to shall be furnished within seven (7) days of the making thereof.

(v) Any worker other than a doughmaker called upon to make a dough or doughs outside the prescribed starting or finishing times for less than the full shift shall be allowed two (2) hours for each dough, and such time shall be deducted from the working hours on the following day, otherwise overtime conditions at doughmakers' rates for over-time shall be paid.

(vi) Any worker other than a doughmaker called upon to make dough or doughs with the assistance of a machine outside of the prescribed starting and finishing times for less than a full shift, shall be allowed one (1) hour (15) minutes for the first dough containing 600lb. or more of flour, and thereafter shall be allowed the actual time engaged in the work: Provided that any time necessarily spent standing by shall be paid for.

(vii) The term of making a dough shall include all work incidental to, preparing for and finishing off the work of a doughmaker.

(viii) There shall be no fixed starting or finishing time for doughmakers, but forty (40) hours shall constitute a week's work.

(ix) A "jobber" shall not be engaged for less than three (3) hours in any one day except when engaged in doughmaking.

(x) The working hours as prescribed may be varied in any district provided such working hours are mutually agreed upon between the employer and the Union. Should these parties fail to arrive at an agreement, the hours shall be fixed by a Board of Reference to be appointed in pursuance of the Industrial Arbitration Act.

(xi) An employer shall be deemed *prima facie* to be guilty of a breach if a batch of bread is found drawn from his oven earlier than two hours after the prescribed actual starting time.

(xii) No worker shall be allowed to resume work until he has had a clear six (6) hours off.

(xiii) The hours specially mentioned in this Award shall also cover the making and baking of Vienna bread and rolls, and shall be subject to revision and amendment by the Court, in the event of legislation being passed amending the Bread Act and specifying hours for the baking of bread.

(xiv) No worker other than a doughmaker shall be allowed upon the employer's premises more than one (1) hour prior to the starting time. In the case of defective fermentation or other unavoidable cause, workers may attend for a period up to but not exceeding one (1) hour prior to the starting time: Provided that the employer and/or his foreman shall be allowed on the employer's premises when required, for one (1) hour prior to the starting time.

#### 7.—Wages.

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

	Per week.
	£ s. d.
(a) Basic Wage:	
(i) Within the South-West Land	
Division .....	11 12 5
(ii) Outside the South-West Land	
Division .....	11 18 0

	Margin
	per week.
	£ s. d.
(b) Classifications:	
Foreman in charge of four (4) or more workers .....	3 3 0
Foreman in charge of less than four (4) workers .....	3 0 6
(For the purpose of these calculations "workers" shall be deemed to include apprentices.)	
Single hand baker .....	2 18 0
Doughmaker .....	2 18 0
Eaker doing oven work .....	2 15 6
Board hand .....	2 13 0
Jobber, 7s. 37/20d. per hour.	
Jobber taking charge, 5s. per day extra.	

(c) A worker other than a doughmaker who is called upon to make doughs shall be paid doughmaker's wages during the time he is performing these duties.

(d) There shall be a foreman in each bakehouse where more than one worker is employed, but where a single hand baker is employed the existing custom shall continue.

(e) Workers, including apprentices, who are called upon to work outside the prescribed hours in clause 6 (iii), while rebuilding operations or alterations of plant are in progress, shall be paid time and a half for all time worked. No work shall be done under the provisions of this subclause unless and until permission is obtained from the Registrar, who shall satisfy himself as to the extent of the work, and shall grant a definite period in which this work must be completed, after notice having been given to both unions of an application having been made.

#### 8.—No Reduction.

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

#### 9.—District Allowances.

District allowances, if any, shall be left as heretofore a matter for negotiation between the employers and the Union.

#### 10.—Overtime.

(a) All time worked in excess of the rostered hours per day shall be paid for at the rate of time and a half for the first two hours and double time thereafter; or

(b) All time worked in excess of the number of hours prescribed as a week's work shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(c) Provided, however, that if overtime has been paid under clause (a) the hours on which overtime has been paid shall not be counted in any computation under clause (b).

(d) All time worked on Sundays, except for doughmaking, shall be paid for at double time rates. No permanent hand shall work overtime in any bakehouse in work for which jobbers have been engaged while there are jobbers available in the bakehouse for such work.

(e) 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.

#### 11.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to subclause (b) hereof, be allowed as holidays without deduction of pay,

namely:—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Union Picnic Day, Christmas Day and Boxing Day.

(b) Any work done on these specially named days shall be paid for at the rate of double time.

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

(d) 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 12 months' continuous service with such employer.

(e) 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.

(f) If after one month's continuous service in any qualifying 12-monthly period a worker other than a jobber 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.

(g) 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.

(h) 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 (f) or subclause (k) 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.

(i) 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.

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

(k) Upon notification to the Union by the employers in any district, the foregoing provisions may be varied as follows:—

(i) Subclause (a) hereof shall not apply except in the case of New Year's Day, Good Friday, Labour Day and Christmas Day.

(ii) Subclause (d) hereof shall not apply, but, except as hereinafter provided a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.

(iii) Subclause (f) hereof shall not apply, but if after one month's continuous service in any qualifying 12-monthly period a worker other than a jobber lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-quarter of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(iv) In all other respects, the provisions of this clause shall apply.

#### 12.—Fares.

A relieving worker shall be paid his rail fares in accordance with the usual custom.

#### 13.—Higher Duties.

Workers called upon to perform higher duties for which a higher rate is prescribed than that in which they are in receipt of shall be paid such higher rate for such time as they are actually performing such higher duties, if employed under four hours, and if employed for four hours or more they shall receive a day's pay at such higher rates.

#### 14.—Quantity of Flour in Doughs.

A baker required to make a hand dough containing not more than 600lb. of flour shall be allowed two hours for such hand dough. If required to make a hand dough containing more than 600lb. of flour he shall be provided with assistance or receive two shillings and sixpence (2s. 6d.) for each additional 150lb. of flour or part thereof.

#### 15.—Records.

A time and wages book shall be kept by the employer in the bakehouse in which entries shall be made therein each day by each worker of the time he starts and finishes work, and of the time he has worked. The worker shall also enter therein the amount of wages he receives, the number of hours of overtime he has worked, and the payment he has received for such. The book or other records shall be open during working hours for the inspection of the secretary of the union, or its accredited representative. Any system of automatic recording by mechanical means shall be deemed a compliance with this clause to the extent of the information recorded.

#### 16.—Accommodation.

Each employer shall be required to provide suitable accommodation for workers to change their working clothes.

#### 17.—Termination of Employment.

One week's notice on either side shall be given for the termination of employment.

#### 18.—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.

#### 19.—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.

#### 20.—Absence Through Sickness.

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

#### 21.—Board of Reference.

The Court appoints, for the purpose of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman, and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1950, which for this purpose are embodied in this Award.

#### 22.—Apprentices.

(a) The provisions of the Court's Standard 1941 Apprenticeship Regulations are hereby embodied in and form part of this Award save for the following amendments thereto:—

(i) To Regulation 37 add new subclauses reading as follows:—

- (c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any sickness or accident arising out of his own wilful default.
- (d) Liberty is reserved to the Respondents to apply for the deletion of this Regulation.

(ii) Delete Regulation 40.

(b) Apprentices shall, with the approval of the employer and the union, be interchangeable between town and country bakeries.

(c) The maximum number of apprentices allowed to any employer shall be in the proportion of one to every four (4) or fraction of four (4) journeymen permanently employed: Provided that an employer who is bona fide working as a baker shall be regarded as a journeyman permanently employed.

(d) Apprentices shall be paid as follows:—

	Per Cent of Basic Wage.
First six months	20
Second six months	25
Second year	35
Third year	55
Fourth year	80
Fifth year	95

Provided that where an apprentice is 21 years of age or over at the commencement of his fifth year he shall be paid the full basic wage, and that when an apprentice becomes 21 years of age in the course of his fifth year he shall be paid the full basic wage for the period following his 21st birthday: Provided further that the foregoing proviso shall not apply where the apprenticeship has been revived under the Re-establishment and Employment Act, 1945, and the apprentice is in receipt of the trademan's rate through Government supplementation.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### Schedule.

H. Altheer—Katanning.  
J. Andrews—Wyalkatchem.  
J. Bray—Merredin.  
J. Brennan—Greenbushes.  
T. Booth—Collie.  
Bateman & Lynn—Coolgardie.  
L. Cook—Merredin.  
O. Cameron—Busselton.  
J. Clarkson—Bridgetown.  
J. Catt—Nannup.  
M. Cook—Norseman.  
Co-op—Collie.  
J. Campbell—Brunswick Junction.  
Co-op—Meckering.  
Co-op—Quairading.  
W. Day—Albany.  
Durrell & Son—Narrogin.  
W. Doubekin—Harvey.  
A. J. Davenport—Geraldton.  
Everett & Sons—Albany.  
Foy & Gibsons—Albany.  
Golden Crust—Geraldton.  
Gardiner & Son—Narrogin.  
R. Gloede—Northam.  
A. E. Gibbs—Leonora.  
Goldfields Firewood Company—Lakewood.  
Mrs. Hughes—Bridgetown.  
L. Harper—Trayning.  
G. Hughes—Manjimup.  
E. Hayward—Manjimup.  
J. Haynes—Carnamah.  
W. Jones—Bullsbrook.  
E. Kernutt—Denmark.  
P. Kernutt—Gnowangerup.  
W. Keel—Pinjarra.  
J. Love—Chidlow.  
P. Langan—Northam.  
L. S. Lynn—York.  
A. H. Lynn—Dowerin.  
Mrs. Lloyd—Bunbury.  
A. Moltino—Moora.  
Memory & Shugg—Carnarvon.  
L. Meek—Bruce Rock.  
R. Moss—Kojonup.  
Millars Trading Company—Mornington.  
J. Magee—Northampton.  
M. Moulds—Serpentine.  
N. Muir—Kojonup.  
McAlister & Edwards—Busselton.  
Northoven & Nash—Geraldton.  
J. Newport—Southern Cross.  
J. W. Oldham—Collie.  
W. Pallot—Cunderdin.  
M. Prosser—Wagin.  
W. Pim—Mandurah.  
L. Patroni—Katanning.  
J. Paskos—Three Springs.  
H. Rendell—Bunbury.  
H. Steenson—Corrigin.  
State Saw Mill—Dean Mill.  
L. Shepherd—Donnybrook.  
State Saw Mill—Pemberton.  
G. Speddie—Yarloop.  
Sibley & Harper—Nungarin.  
B. Sturmer—Harvey.  
W. Tobin—Mundijong.  
Wooltorton Bros.—Northam.  
A. Wells—Esperance.  
A. Whiskin—Albany.  
A. Whittington—Brookton.  
J. Walker—Bunbury.  
W. Wagner—Moora.  
D. Wallis—Mullewa.

IN THE COURT OF ARBITRATION  
OF WESTERN AUSTRALIA.

No. 11 of 1950.

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Drew Robinson & Company Limited and others as per Schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Shop Assistants' (Great Southern) Award" and replaces Awards numbered 61/48 (Albany), 63/48 (Katanning), 66/48 (Narrogin), 65/48 (Wagin).

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Chemists' Shops.
8. Hours.
9. Meal Times.
10. Overtime.
11. Holidays.
12. Annual Leave.
13. Change Rooms, etc.
14. No Reduction.
15. Higher Duties.
16. Proportion of Juniors.
17. Engagement.
18. Time and Wages Record.
19. Uniforms and Overalls.
20. Board of Reference.
21. Under-rate Workers.
22. Country Work and Travelling Time.
23. Premiums.
24. Exclusions.
25. Junior Workers' Certificate.
26. Payment for Sickness.
27. Wages.
28. Liberty to Apply.

3.—Scope.

This Award shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in Schedule "A" hereof, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any industrial agreement registered in accordance with the Industrial Arbitration Act, 1912-1950.

4.—Area.

This Award shall be limited in its effect to the areas comprised:—

- (a) Within a radius of 15 miles of the Post Office, Albany.
- (b) Within a radius of two miles of the Post Office, Katanning.
- (c) Within a radius of five miles of the Post Office, Narrogin.
- (d) Within a radius of five miles of the Post Office, Wagin.

5.—Term.

This Award shall apply for a period of two years from the beginning of the first pay period to commence after the date hereof.

6.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 25 miles from the Post Office situated in the town in which he is employed shall be classed as a packer.

(e) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period on any day from Monday to Friday inclusive. On Saturday morning the minimum engagement shall be three (3) hours. Provided that in the case of theatre shops, the minimum engagement shall be not less than three (3) hours after 5.30 p.m. Monday to Friday inclusive. In the case of Fourth Schedule shops the minimum engagement of casual hands shall be not less than three (3) hours on Saturdays after 12 noon, or on Sundays or on holidays as provided in this Award. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult": For the purpose of this Award the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in clause 15 hereof or where the worker himself severs his own contract of service.



(h) "Wholesale Establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(i) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(j) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

(k) "Part-time Workers": Part-time workers who are to be regularly employed for a period of less than 40 hours but for not less than twenty (20) hours per week may be employed by agreement between the employer and the Union.

Should the Union object to the worker's employment, the employer must be notified of such objection within twenty-four (24) hours from the time of the Union receiving such application.

In the event of no agreement being arrived at between the employer and the Union, the matter may be referred to the Board of Reference for decision.

Where a worker is employed under the provisions of this clause he shall receive payments for wages, for annual leave, holidays and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to forty (40) hours.

#### 7.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Award up to the time he or she becomes indentured to the profession.

#### 8.—Hours.

(a) Retail establishments (other than Fourth Schedule shops):—

(i) Shop Assistants: Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.30 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.30 a.m. and 12 noon on Saturday.

(ii) Storemen, Packers and Despatch Hands: Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Fridays, inclusive, and between 7.20 a.m. and 12 noon on Saturday.

Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

(iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops.—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(a) The number of hours per week usually and customarily worked prior to the date of this Award shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing

time not later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

(b) The week's work may be performed in five (5) or five and one-half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

#### 9.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

(i) One (1) hour for any meal shall be given and taken.

(ii) From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

(iii) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops.—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments.—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal: Lunch hour shall be taken between 12 noon and 2.15 p.m.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

#### 10.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule Shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by Clause 16 hereof.



(j) Notwithstanding anything contained in this Award:—

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

#### 11.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 10 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

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

#### 12.—Annual Leave.

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

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

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

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

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

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

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

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

#### 13.—Change Room, Etc.

Where an employer usually has more than six (6) workers engaged at the same time under the terms of this Award he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat hangers, tables and chairs.

#### 14.—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.

#### 15.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the Time and Wages Record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

#### 16.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportions of one junior to every four (4) or fraction of four (4) adult packers.

#### 16.—Proportion of Juniors.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

#### 17.—Engagement.

One weeks' notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one weeks' notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

#### 18.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- (i) The name of the worker;
- (ii) the class of work performed;
- (iii) the hours worked by each worker;
- (iv) the wages (and overtime if any) paid to each worker;
- (v) the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule Shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the union, a roster written in the English language showing:—

- (i) The name and sex of each worker bound by this Award.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.
- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half-holiday and the time from which the half-holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- (ix) Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by sub-clause (viii) hereof) shall be paid at overtime rates as provided by Clause 10 (a).

#### 19.—Uniform and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

#### 20.—Board of Reference.

(a) The Court appoints, for the purpose of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives one to be nominated by each of the parties. There are assigned to each such Board, in the event of no Agreement being arrived at between the parties to the Award, the functions of—

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

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1950, which for this purpose are embodied in this Award.

#### 21.—Under-rate Workers.

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

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

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

#### 22.—Country Work and Travelling Time.

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

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

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

#### 23.—Premiums.

No premium in respect of employment of any worker bound by this Award shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

#### 24.—Exclusions.

Provided always, and it is hereby expressly agreed and declared that nothing in this Award shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storemen, storemen, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hand (junior and adult), junior and adult messengers.

#### 25.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) name in full;
- (ii) age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate.

#### 26.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

#### 27.—Wages.

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

(a) Basic Wage:	Per Week.	
	£	s. d.
Males	11	12 5
Females	7	11 1

(b) Adults:	Margin over basic wage per week.			
	Males		Females	
	£	s. d.	£	s. d.
Shop Assistants	1	12 6	1	6 6
Storemen, Packers, Despatch hands	1	7 6	—	—
Canvassers and Collectors	1	12 6	—	—

(c) Junior Workers	Percentage of basic wage per week.			
	Males		Females	
Under 15 years of age	25	—	—	—
Between 15 and 16 years of age	35	45	—	—
Between 16 and 17 years of age	45	55	—	—
Between 17 and 18 years of age	55	65	—	—
Between 18 and 19 years of age	65	75	—	—
Between 19 and 20 years of age	75	90	—	—
Between 20 and 21 years of age	90	97.5	—	—
and thereafter the prescribed minimum adult rate.				

(d) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of 2s. 6d. per week.

(e) Whilst so engaged, Casual Hands shall be paid at the rate of 10 per cent. in addition to the rates prescribed.

(f) Any person, whether junior or adult employed as a canvasser and/or collector shall be paid the adult male wage: Provided that this sub-clause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Award.

(g) It is hereby expressly agreed and declared that the rates prescribed herein have been arrived at without regard for the skill involved or the nature of the work performed and cannot be compared as between themselves or with the rates of pay in any other industry.

(h) Liberty is reserved to either party to apply for a variation of the rates prescribed for junior female workers.

#### 28.—Liberty to Apply.

Liberty is reserved to either party to apply for a variation of the provisions of sub-clause (k) of clause 6 ("Part-time Workers") of this Award.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth, this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### Schedule "A".

##### Industry, Respondents.

- A. Agricultural Implements—Katanning Stock and Trading Co. Ltd., Westralian Farmers Co-op. Ltd., Wagin District Farmers Co-op. Ltd.
- B. Boot, Shoe, Slipper—Ezywalkin Ltd., Berger's Boot Stores, Parry's Ltd.
- C. Clothing, Male and/or Female—Foy & Gibson W.A. Ltd., Corot & Co. Ltd., Beals Ltd., Parry's Ltd.  
Confectionery—Coles G. J. & Co. Ltd., Lambert L. C.  
Cooked Meats, Delicatessen—J. Thornton.  
Crockery and China—Foy & Gibson W.A. Ltd.  
Chaff and Grain, Produce—Wagin District Farmers Co-op Ltd., D. McAuliffe, Westralian Farmers Co-op Ltd.

- Chemist—Cooper, C. E., P. H. W. Johnson & Co., Austral Terrace Pharmacy.
- Carpets and Linoleum—Foy & Gibson W.A. Ltd., Cox Bros. (Aust.) Ltd.
- D. Departmental Storekeeper—Foy & Gibson W.A. Ltd., Drew Robinson & Co. Ltd.  
Drapery—Barnett, E. Co. Ltd., Foy & Gibson W.A. Ltd., Parry's Ltd.  
Dairy Produce—Foy & Gibson W.A. Ltd., Barnett, E. & Co.
- E. Electrical Appliances and/or Parts—Foy & Gibson W.A. Ltd.
- F. Fertilisers and/or Farmers Requisites—Westralian Farmers Co-op Ltd.  
Furniture, House Furnishing—Foy & Gibson W.A. Ltd., Cox Bros. (Aust.) Ltd., Drew Robinson & Co. Ltd.
- G. Glass, Paint, Wallpaper—Galt, A.  
Grocery, General Storekeeping—Foy & Gibson W.A. Ltd., D. McAuliffe, Allen Hill.  
Greengrocery, Fruit—Wagin District Farmers Co-op. Ltd., Broadbridge & Son, Otle, C., Tindale, G.
- H. Hardware, Tools of Trade—Meldrum, J. A., Barnett, E. & Co., Culleton, N. A.  
Haberdashery—Parry's Ltd., Foy & Gibson W.A. Ltd.
- I. Ironmongery—Meldrum, J. A.,
- J. Jewellery, Fancy Goods—Cousins, H., Caris Bros. Ltd.
- M. Manchester, Dress Materials—Foy & Gibson W.A. Ltd., Beals Ltd., Parry's Ltd.  
Silk, Millinery, Mantles, Costumes—Foy & Gibson W.A. Ltd., Beals Ltd., Parry's Ltd.
- M. Motor Replacements and Accessories—Katanning Stock & Trading Co. Ltd., Wagin District Farmers Co-op. Ltd.
- N. Newsagent, Stationery—Cousins, H.  
Bookselling, Fancy Goods—Barkley & Gilbert, Norman Bros.
- R. Radio and/or Electrical Supplies—Foy & Gibson W.A. Ltd.
- T. Tobacco and/or Tobacconists Goods—Drew Robinson & Co. Ltd.
- W. Wholesale Merchandise—G. Wood Son & Co., Drew Robinson & Co. Ltd.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 29 of 1952.

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Westralian Farmers Co-operative Limited, and others as per Schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

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

## 1.—Title.

This Award shall be known as the "Shop Assistants, (Geraldton) Award" and replaces Award No. 62/48.

## 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Chemists' Shops.
8. Hours.
9. Meal Times.
10. Overtime.
11. Holidays.
12. Annual Leave.
13. Change Rooms, etc.
14. No Reduction.
15. Higher Duties.
16. Proportion of Juniors.
17. Engagement.
18. Time and Wages Record.
19. Uniforms and Overalls.
20. Board of Reference.
21. Under-rate Workers.
22. Country Work and Travelling Time.
23. Premiums.
24. Exclusions.
25. Junior Workers' Certificate.
26. Payment for Sickness.
27. Wages.
28. Liberty to Apply.

## 3.—Scope.

This Award shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents named in Schedule "A" hereof, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia, or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1950.

## 4.—Area.

This Award shall be limited in its effect to the area comprised within a radius of fifty (50) miles from the Post Office at Geraldton.

## 5.—Term.

This Award shall apply for a period of two years from the beginning of the first pay period to commence after the date hereof.

## 6.—Definitions.

(a) "Shop Assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing rooms or prepares and hands over packages to carters for delivery and who, if required, shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records, such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, road transport, rail or ship. A worker who packs goods for delivery

by road transport where the destination of such goods is beyond the area covered by this Award shall be classed as a packer.

(e) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employers service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period on any day from Monday to Friday inclusive. On Saturday morning the minimum engagement shall be three (3) hours. Provided that in the case of theatre shops, the minimum engagement shall be not less than three (3) hours after 5.30 p.m., Monday to Friday inclusive. In the case of Fourth Schedule Shops the minimum engagement of casual hands shall be not less than three (3) hours on Saturdays after 12 noon, or on Sundays or on Holidays as provided in this Award. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(f) "Adult":—For the purpose of this Award the word "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.

(g) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in Clause 17 hereof.

(h) "Wholesale establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

(i) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(j) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

(k) "Part-time Workers":—Part-time workers who are to be regularly employed for a period of less than 40 hours but for not less than twenty (20) hours per week may be employed by agreement between the employer and the Union.

Should the Union object to the worker's employment, the employer must be notified of such objection within twenty-four (24) hours from the time of the Union receiving such application.

In the event of no agreement being arrived at between the employer and the Union, the matter may be referred to the Board of Reference for decision.

Where a worker is employed under the provisions of this clause he shall receive payments for wages, for annual leave, holidays, and sick leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to forty (40) hours.

## 7.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Award up to the time he or she becomes indentured to the profession.

## 8.—Hours.

(a) Retail establishments (other than Fourth Schedule Shops):—

(i) Shop assistants—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m.,

on Monday to Friday, inclusive, and between 8.40 a.m. and 12 noon on Saturday, except in the Northampton Shop District where such hours shall be worked between 8.40 a.m. and 5.30 p.m. on five (5) days of the week and between 8.40 a.m. and 12 noon on the day on which the half holiday is observed.

- (ii) Storemen, packers and despatch hands—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m., on Monday to Friday, inclusive, and between 7.20 a.m. and 12 noon on Saturday, except in the Northampton Shop District where such hours shall be worked between 7.20 a.m. and 5.30 p.m., on five (5) days of the week, and between 7.20 a.m. and 12 noon on the day on which the half holiday is observed.

Provided that no day's work shall exceed a spread of nine (9) hours on five (5) days of the week, and four (4) hours on the day on which the half holiday is observed, to be worked in one continuous shift.

- (iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days, exclusive of Saturday, or the day on which the half holiday is observed, and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops:—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

- (i) The number of hours per week usually and customarily worked prior to the date of this Award shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m. Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday, except within the Northampton Shop District where the starting times shall be not earlier than 7.30 a.m. and the finishing times not later than 5.30 p.m. on five (5) days of the week and 7.30 a.m. and 12 noon on the day on which half holiday is observed: Provided further that no day's work shall exceed a spread of nine (9) hours on five (5) days of the week and four (4) hours on the day on which the half holiday is observed, to be worked in one continuous shift.

- (ii) The week's work may be performed in five (5) days or five and one half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

(e) Workers employed in stores directly connected with motor garages may be employed for such hours as will conform to the Engineering Award applying to the locality for the purpose of supplying mechanics working in the motor garage with necessary parts and materials.

#### 9.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

- (i) One (1) hour for any meal shall be given and taken.
- (ii) From Monday to Friday inclusive lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

- (iii) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops:—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments:—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal: Lunch hour shall be taken between 12 noon and 2.15 p.m.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

#### 10.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule Shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on the day on which the half holiday is observed before 12 o'clock noon in establishments which work a five (5) day week, shall be paid for at the rate of time and a half.

(e) Work performed on the day on which the half holiday is observed after 12 o'clock noon shall, except in the case of Fourth Schedule Shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

(h) In the computation of overtime each day shall stand by itself.

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by Clause 16 hereof.

(j) Notwithstanding anything contained in this Award:—

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

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

(iii) This sub-clause shall remain in operation only until otherwise determined by the Court.

#### 11.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to Clause 10 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

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

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

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

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

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

(g) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

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

#### 13.—Change Room, Etc.

Where an employer usually has more than six (6) workers engaged at the same time under the terms of this Award he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat hangers, tables and chairs.

#### 14.—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.

#### 15.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to payment at the higher rate while so employed: Provided that where no record is kept in the Time and Wages Record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

#### 16.—Proportion of Juniors.

(a) The number of male juniors with the exception of junior packers, shall not exceed the proportion of one to one for the first (5) male adults and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of four (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

#### 17.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

#### 18.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- (i) The name of the worker;
- (ii) the class of work performed;
- (iii) the hours worked by each worker;
- (iv) the wages (and overtime if any) paid to each worker;
- (v) the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule Shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the union, a roster written in the English language showing:—

- (i) The name and sex of each worker bound by this Award.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.
- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half-holiday and the time from which the half-holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.

- (ix) Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by sub-clause viii. hereof) shall be paid at overtime rates as provided by clause 10 (a).

19.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

20.—Board of Reference.

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

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

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1950, which for this purpose, are embodied in this Award.

21.—Under-Rate Workers.

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

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

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

22.—Country Work and Travelling Time.

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

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

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

23.—Premiums.

No premium in respect of the employment of any worker bound by this Award shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

24.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Award shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:— Head storemen, storemen, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers,

despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers.

25.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) name in full;
- (ii) age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate.

26.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

27.—Wages.

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

		Per Week.		
(a) Basic Wage:		£	s.	d.
Males	.....	11	12	5
Females	.....	7	11	1

		Margin over Basic Wage Per Week.					
		Males.		Females.			
(b) Adults:		£	s.	d.	£	s.	d.
Shop Assistants	.....	1	12	6	1	6	6
Storemen, Packers, Despatch Hands	.....	1	7	6	—	—	—
Canvassers and Col- lectors	.....	1	12	6	—	—	—

		Percentage of Basic Wage Per Week.			
(c) Junior Workers:		Males.		Females.	
Under 15 years of age	.....	25	—	—	—
Between 15 and 16 years of age	.....	35	45	—	—
Between 16 and 17 years of age	.....	45	55	—	—
Between 17 and 18 years of age	.....	55	65	—	—
Between 18 and 19 years of age	.....	65	75	—	—
Between 19 and 20 years of age	.....	75	90	—	—
Between 20 and 21 years of age	.....	90	97.5	—	—
And thereafter the pre- scribed minimum adult rate.	.....	—	—	—	—

(d) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of 2s. 6d. per week.



(e) Whilst so engaged, Casual Hands shall be paid at the rate of 10% in addition to the rates prescribed.

(f) Any person, whether junior or adult employed as a canvasser and/or collector shall be paid the adult male wage: Provided that this subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Award.

(g) It is hereby expressly agreed and declared that the rates prescribed herein have been arrived at without regard for the skill involved or the nature of the work performed and cannot be compared as between themselves or with the rates of pay in any other industry.

(h) Liberty is reserved to either party to apply for a variation of the rates prescribed for junior female workers.

#### 28.—Liberty to Apply.

Liberty is reserved to either party to apply for a variation of the provisions of subclause (k) of clause 6 ("Part-time Workers") of this Award.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### Schedule "A".

##### Industry, Respondents.

Agricultural Implements, Motor Parts, Farmers' General Supplies—Westralian Farmers Co-operative Limited.  
Boots, Shoes, Slippers—Ezywalkins Ltd.  
Confectionery—G. J. Coles & Co. Ltd.  
Chemist—Brandenburg, M. S.  
Drapery, Millinery, Dress Silk, Manchester, Women's Under and Outer Clothing—Carter & Co.  
Dairy Produce—Dalgety & Co. Ltd.  
Departmental Store—Coles, G. J. & Co. Pty. Ltd.  
Electric Accessories and General Suppliers—Dalgety & Co. Ltd.  
Furniture, House Furnishing, Carpets, Linoleums—Lockes Ltd.  
Fancy Goods—Rock, A. P.  
Fruit and Vegetables—Constantino, F., Sydney Fong & Co.  
Fishing Tackle, Sporting Requirements—Dalgety & Co. Ltd.  
Grocery—McLean's Cash and Carry Bazaar, Geraldton Cash Stores Ltd.  
Mantles, Costumes, Furs, Men's Youths' and Juvenile Clothing—Elite Supply Co., Dalgety & Co. Ltd.  
Newsagent, Stationery, Books, Fancy Goods—Rock, A. P.  
Radio Supplies—Lupp's Radio Centre.  
Tobacco and/or Smokers' Requisites—Keene, J. F. N.  
Warehousing, Wine, Spirits—Burns Philp & Co. Ltd.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 26 of 1952.

Between Dairy Factories Employees' Industrial Union of Workers, South-West Land Division, Bunbury, Applicant, and Nestle's Food Specialities (Australia) Limited and South-West Co-operative Dairy Farmers Limited, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of

hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

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

#### 1.—Title.

This Award shall be known as the "Condensery Workers' Award" and shall replace Award No. 9 of 1949 as amended by No. 298 (30) of 1951.

#### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Hours.
7. Overtime.
8. Wages.
9. Shift Work.
10. Casual Workers.
11. Higher Duties.
12. Under-rate Workers.
13. Breakdowns.
14. Contract of Service.
15. Payment of Wages.
16. Annual Leave and Holidays.
17. Absence through Sickness.
18. Junior Workers' Certificate.
19. Limitation of Juniors.
20. Time and Wages Record.
21. Representatives Interviewing Workers.
22. Clothing.
23. Board of Reference.
24. No Reduction.

#### 3.—Scope.

This Award shall apply to all workers employed in the classifications set out in clause 8 hereof in milk condenseries; provided that this Award shall not apply to workers who are at present provided for in any Award of the Court of Arbitration or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1950.

#### 4.—Area.

This Award shall operate over that portion of the State of Western Australia known as the South-West Land Division.

#### 5.—Term.

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

#### 6.—Hours.

(a) Day workers—

- (i) Forty hours shall constitute a week's work provided that with the written permission of the union an eighty (80) hours fortnight may be worked.

(ii) The ordinary daily hours shall not be more than eight (8) to be worked in a continuous shift between the hours of 7 a.m. and 6 p.m., Monday to Saturday inclusive.

(b) Shift workers—

(i) Forty hours shall constitute a week's work provided that with the written permission of the union an eighty (80) hour fortnight may be worked.

(ii) The hours of shift workers shall not be more than eight (8) to be worked in a continuous shift inclusive of crib time which shall not exceed twenty (20) minutes.

7.—Overtime.

(a) All time worked before the usual starting or after the usual finishing time shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) In the calculation of overtime each day shall stand alone.

(c) All time worked on Sundays by shift workers within their normal working hours shall be paid for at the rate of time and a half.

(d) (i) All time worked on Sundays which is outside the normal working hours shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(ii) A worker called upon to perform work on Sundays shall be paid for at least two (2) hours at overtime rates.

(e) When a worker is recalled to work after leaving the job he shall be paid for at least one (1) hour at overtime rates.

(f) For day workers a meal interval of not more than one hour shall be allowed each day. Any such worker called upon to work during such meal interval shall be paid at overtime rates for any portion worked.

(g) When a worker without being notified on the previous day is required to continue working after his usual knock off time for more than one (1) hour or after 6 p.m. whichever is the later he shall be provided with any meal required or shall be paid two shillings and sixpence (2s. 6d.) in lieu thereof. Provided that such payment need not be made to a worker living in the same locality as his place of employment, who can reasonably return home to a meal.

(h) 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.

8.—Wages.

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

	Males.			Females.		
	Per Week.	£	s. d.	Per Week.	£	s. d.
(a) Basic Wage—						
(i) Within a radius of fifteen miles from the G.P.O., Perth	11	12	3	7	11	0
(ii) Outside a radius of fifteen miles from the G.P.O., Perth, but within the South-West Land Division ....	11	12	5	7	11	1

	Margin per week.		
	£	s.	d.
(b) Adult Males—			
(i) Milk and cream tester	1	13	0
(ii) Milk tipper and grader	16	6	
(iii) Operators of the following machines—			
(a) Vacuum pan operator	1	12	0
(b) Tubular heater and/or ejector	16	6	
(c) Sugar boiler	16	6	
(d) Can washer	16	6	
(e) Weighing machine (milk receiving)	1	2	0
(f) Separator	16	6	
(g) Drier operator	1	6	6
(h) Packing machine	16	6	
(i) Nailing machine	16	6	
(iv) Stacker	16	6	
(v) Head storeman	1	12	6
(vi) Storeman	1	7	6
(vii) Factory assistants	14	6	
(c) Adult Females	10	0	

No female shall be allowed to perform any work classified in subclause (b) (i) to (vi) of this clause except by agreement between the union and the employer.

	% of Male Basic Wage per week.	
	Age	Rate
(d) Junior Workers (Male)—		
14 to 15 years of age	25	
15 to 16 years of age	35	
16 to 17 years of age	45	
17 to 18 years of age	55	
18 to 19 years of age	65	
19 to 20 years of age	75	
20 to 21 years of age	90	

	% of Female Basic Wage per week.	
	Age	Rate
(e) Junior Workers (Female)—		
15 to 16 years of age	40	
16 to 17 years of age	50	
17 to 18 years of age	60	
18 to 19 years of age	70	
19 to 20 years of age	80	
20 to 21 years of age	90	

(f) Washers of vacuum pans shall be allowed three pence (3d.) each flying clean or ninepence (9d.) each full clean, in addition to their ordinary weekly wage.

(g) Workers handling coal and emptying ash-pits shall be allowed three pence (3d.) per hour in addition to their ordinary weekly wage.

(h) Workers employed stacking tin-plate, or unloading tin-plate shall be paid two pence (2d.) per hour in addition to their ordinary weekly wage.

9.—Shift Work.

Workers employed on any shift other than day shift shall be paid at the rate of 5% for afternoon shift and 7½% for night shift in addition to the rates prescribed herein.

10.—Casual Workers.

Workers employed for less than one week shall be classed as casual hands and paid 10% in addition to the ordinary rates.

11.—Higher Duties.

(a) A worker engaged for four (4) hours or more in any one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If so employed, for less than four (4) hours in any one day or shift, he shall be paid the higher rate for the time so worked.

(b) No worker shall have his or her wages reduced when performing work of a lower classification for portion only of a day.

12.—Under-rate Workers.

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

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

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

#### 13.—Breakdowns.

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

#### 14.—Contract of Service.

The contract of service of workers, other than casual workers, shall be terminable by one (1) week's notice given on either side: Provided that such notice shall not apply in the case of a worker who is summarily dismissed for misconduct or dereliction of duty.

#### 15.—Payment of Wages.

All wages shall be paid weekly within fifteen (15) minutes of the time for ceasing work.

#### 16.—Annual Leave and Holidays.

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

(b) All work done on the holidays prescribed in subclause (a) hereof shall be paid for at the ordinary rate and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under the provisions of this clause for each day or part of a day so worked: Provided that if, by agreement between the employer and the worker or as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day. Provided further that at the option of the employer, the foregoing provision shall be deemed to have been complied with if all work performed on the holidays prescribed in subclause (a) hereof is paid for at the rate of double time.

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

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 (f) 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.

(i) 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.

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

#### 17.—Absence through Sickness.

(a) A worker, other than a casual 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 forty (40) hours (one week's pay) in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

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

(f) For the purpose of assessing a worker's entitlement to accumulated sick pay, subclause (e) hereof shall be deemed to have become operative as from the 1st day of July, 1952.

#### 18.—Junior Worker's Certificate.

Junior workers shall furnish the employer with a certificate showing the following:—

- (a) Name in full.
- (b) Age and date of birth.
- (c) Name of each previous employer.
- (d) Periods of employment with each previous employer.

This certificate shall be signed by the worker. No worker shall have any claim upon the employer for additional wages in the event of his age or period of employment with a previous employer being wrongly stated on the certificate.

#### 19.—Limitation of Juniors.

Any junior worker performing work classified in clause 8, subclause (b) (i) to (vi) inclusive shall be paid at the rate of wage prescribed for an adult.

#### 20.—Time and Wages Record.

(a) The employer shall keep, or cause to be kept at the factory office, a record in which shall be entered weekly:—

- (i) The name of each worker to whom this Award applies.

- (ii) The nature of the work performed.
- (iii) The hours worked each day.
- (iv) The amount of wages and overtime (if any) received by the worker each week.
- (v) The ages of the junior workers.

(b) The said record shall be signed by the worker if correct.

(c) The employer and the worker shall be severally responsible for the proper posting of the said record which shall be open to the inspection of an accredited representative of the union at the factory office during ordinary working hours and he shall be allowed to take necessary extracts therefrom.

#### 21.—Representatives Interviewing Workers.

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

#### 22.—Clothing.

If a worker is required to wear a uniform or overall, the employer shall provide same free for use by the worker.

#### 23.—Board of Reference.

The Court appoints, for the purpose of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

- (a) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them.
- (b) Deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1950, which, for this purpose are embodied in this Award.

#### 24.—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 class of work.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952.

(Sgd.) R. BOWYER,  
Clerk of the Court.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 37 of 1951.

Between Coastal Bag, Sack and Textile Manufacturers' Employees' Industrial Union of Workers, Applicant, and Joyce Bros. and others, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties; and whereas the said dispute was referred into Court for the purpose of hearing and determination; and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner; and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference; and whereas the parties have

this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court; Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

#### Memorandum of Agreement.

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

#### 1.—Title.

This Award shall be known as the "Bag, Sack and Textile Award" and replaces Award No. 4 of 1943, as amended by Orders numbered 13 (7) of 1946, 60 (168) of 1947 and 7 of 1949.

#### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Hours.
7. Overtime.
8. Holidays.
9. Absence Through Sickness.
10. Time and Wages Record.
11. Contract of Service.
12. Meal Money.
13. Representatives Interviewing Workers.
14. Board of Reference.
15. Wages.
16. Under-rate Workers.
17. No Reduction.
18. Junior Workers' Certificate.
19. Higher Duties.
20. Shift Work.
21. Breakdowns, etc.

#### 3.—Scope.

This Award shall apply to all workers who are employed in the manufacture of jute, hessian, calico and stockingette bags, water bags, tents, tarpaulins, blinds and covers: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1950.

#### 4.—Area.

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

#### 5.—Term.

The term of this Award shall be three (3) years from its date.

#### 6.—Hours.

(a) Forty (40) hours shall constitute a week's work to be worked in five (5) days.

(b) The ordinary day's work shall be performed between the hours of 7 a.m. and 6 p.m., Monday to Friday inclusive.

#### 7.—Overtime.

(a) All time worked before the usual starting time or after the usual finishing time, Monday to Friday inclusive, and all time worked on Saturday shall be deemed overtime and be paid for at the rate of time and a half.

(b) All time worked on Sunday or the holidays prescribed in Clause 8 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.

#### 8.—Holidays.

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

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

(c) Except as hereinafter provided a period of (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 ( $\frac{1}{6}$ th) 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 sub-clause (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.

#### 9.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one twelfth ( $\frac{1}{12}$ th) 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.

#### 10.—Time and Wages Record.

The employer shall keep or cause to be kept a record wherein shall be entered:

- (a) The name of each worker;
- (b) The nature of his employment,
- (c) The total hours worked each day,
- (d) The wages and overtime (if any) received therefor,
- (e) The age of each junior worker.

The employer shall be responsible for the proper posting of the record each week, which shall be signed weekly only if correct, by the worker. Such record shall be open for inspection at the factory office by a duly accredited representative of the union during working hours.

#### 11.—Contract of Service.

One (1) week's notice on either side shall be necessary to terminate the contract of service: Provided that an employer may at any time summarily dismiss a worker for misconduct or refusal or neglect to obey orders.

#### 12.—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 two shillings and sixpence (2s. 6d.) in lieu thereof.

#### 13.—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 (1) week.

#### 14.—Board of Reference.

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

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

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1950, which for this purpose are embodied in the Award.

#### 15.—Wages.

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

(a) Basic Wage:	Per Week		
	£	s.	d.
Adult males	11	12	3
Adult females	7	11	0

	Per cent. of female basic wage.
(b) Females:	
(i) Floor hands:	
During the 1st six months' experience .....	35
During the 2nd six months' experience .....	40
During the 3rd six months' experience .....	50
During the 4th six months' experience .....	60
During the 3rd years' experience .....	75
Thereafter .....	90
Provided that female floor hands 21 years of age and over, irrespective of experience shall be paid not less than the Female Basic Wage.	
(ii) Machinists and hand cutters (females):	
During the 1st three months' experience .....	40
During next six months' experience .....	50
During next six months' experience .....	60
During next six months' experience .....	70
During next six months' experience .....	80
Thereafter .....	90

Margin per  
week over  
Basic Wage.

s. d.

Provided that female machinists, repairers and hand cutters 21 years of age and over, irrespective of experience shall be paid not less than

5 0

	Per cent. of Male Basic Wage.
(c) Males—	
(i) Factory Hands—	
14 to 15 years of age .....	25
15 to 16 years of age .....	35
16 to 17 years of age .....	45
17 to 18 years of age .....	55
18 to 19 years of age .....	65
19 to 20 years of age .....	75
20 to 21 years of age .....	85
s. d.	
At 21 years of age and over (margin over basic wage)	10 0
Margin over Basic Wage.	
(ii) Adult Males (others)—	
Hand making and repairing .....	14 0
Machinist .....	14 0
Printers of calico bags .....	17 6

(d) Any adult worker employed on repairing camouflage military tents shall be paid fourpence (4d.) per hour extra whilst so engaged.

(e) Any worker placed by the employer in charge of other workers shall be paid one shilling and sixpence (1s. 6d.) per day extra.

#### 16.—Under-rate Workers.

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

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

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

#### 17.—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 class of work.

#### 18.—Junior Workers' Certificate.

Junior workers upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full.
- (b) Age and date of birth.
- (c) Name of each previous employer.
- (d) Length of service with each previous employer.

This certificate shall be signed by the worker. No worker shall have any claim upon an employer for additional wages in the event of the age or experience of the worker being wrongly stated on the certificate. If any worker shall wilfully misstate his age or experience in the above certificate he alone shall be guilty of a breach of this Award.

#### 19.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he usually performs shall be entitled to payment at the higher rate whilst so employed.

#### 20.—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) No worker under sixteen (16) years of age shall be employed as a shift worker.

#### 21.—Breakdown, 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.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1950, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of August, 1952.

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

Filed at my office this 28th day of August, 1952

(Sgd.) R. BOWYER,  
Clerk of the Court.

THIS Agreement made pursuant to the provisions of Part X of the Industrial Arbitration Act, 1912-1950, this 27th day of August, 1952, between The Civil Service Association of Western Australia (Incorporated) of the one part and The Public Service Commissioner of Western Australia, of the other part, witnesseth as follows:—

1. The parties having by negotiation revised, altered and amended the Agreement made between them on the 11th October, 1948, and published in the *Government Gazette* on the 22nd October, 1948 (in this Agreement called "the 1948 Agreement") hereby agree that the 1948 Agreement, so revised, altered and amended, be consolidated as set forth in the Schedule hereto.

2. The parties further agree and declare that the 1948 Agreement as consolidated and set forth in the Schedule hereto shall continue in operation for the unexpired term thereof.

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

S. A. TAYLOR.

Signed by The Public Service Commissioner of Western Australia, in the presence of—

R. A. Wood.

The Common Seal of The Civil Service Association of Western Australia (Incorporated) was hereunto affixed in the presence of—

[L.S.]

A. J. Fraser, Trustee.

R. R. Ellis, Trustee.

N. G. Hagan, General Secretary.

#### Schedule.

THIS Agreement, made pursuant to the provisions of Part X of the Industrial Arbitration Act, 1912-1950, of Western Australia, this 11th day of October, 1948, between The Civil Service Association of Western Australia (Incorporated) of the one part, and The Public Service Commissioner of Western Australia of the other part, witnesseth as follows:—

#### 1.—Area and Scope.

This Agreement shall apply to all officers employed within the State of Western Australia under the Public Service Act, 1904-1950, whose maximum margins over the basic rate are less than the margin prescribed in clause 1 of the Agreement dated the 20th December, 1950, or the 7th December, 1951, as the case may be, between the same parties hereto and any amendments thereto or any new Agreements made in substitution thereof.

#### 1A.—Arrangement.

1. Area and Scope.
- 1A. Arrangement.
2. Interpretations.
3. Overtime.
4. Meal Expenditure Reimbursement.
5. Reimbursement of Travelling Expenses.
6. Transferred and Relieving Officers.
7. Camp Allowance.
8. Reimbursement of Removal Expenses.
9. Travelling Time.
10. District Allowance.
11. Payment of Hire for Use of Officer's Own Vehicle.
12. Higher Duties Allowance.
13. Officers Paying Wages.
14. Officers Receiving Cash.
15. Board Allowance for Annual Leave.
16. Dirty Work.
17. Protective Clothing.
18. Board of Reference.
19. Copies of Agreement.
20. Term of Agreement.

#### 2.—Interpretations.

In this Agreement, the following expressions shall, unless the contrary intention appears, have the meaning hereby respectively applied to them, namely:—

"Margin over the basic rate" means the grade on which an officer is being paid in accordance with the Agreements dated the 20th December, 1950, or the 7th December, 1951, as the case may be, between the said parties hereto and any amendments thereto, or any new Agreements made in substitution thereof.

"Metropolitan area" means that area within a radius of fifteen (15) miles from the Perth Railway Station.

"South-West Land Division" means the South-West Land Division, as defined by section 28 of the Land Act, 1933-1950, a plan of which is shown depicted in the Appendix hereto, and excluding the area contained within the metropolitan area.

"Other areas" means the State of Western Australia, excluding the metropolitan area and the South-West Land Division.

#### 3.—Overtime.

(a) The following work, when carried out by direction of the permanent head and with the approval of the Commissioner, shall be classed as overtime:—

- (i) All work performed on Sundays, public holidays and after 11.30 a.m. on Saturdays.
- (ii) All work performed before or after customary working hours on week days.
- (iii) All work performed up to 11.30 a.m. on Saturday mornings where a five-day working week customarily applies.

(b) Payment for overtime on the basis specified in subclause (e) shall only apply to an officer whose margin over the basic rate does not exceed the maximum margin prescribed for class 6 by clause 3, subclause (a) of the Agreements dated the 20th December, 1950, and the 7th December, 1951, between the same parties hereto, and any amendments thereto or any new Agreements made in substitution thereof; provided that time off in lieu thereof shall be granted where an officer so elects in writing before commencing to work such overtime. An officer whose margin over the basic rate exceeds the maximum margin prescribed for class 6 shall be allowed equivalent time off, such time off to be taken at the convenience of the department.

(c) An officer whose normal duties are not subject to close supervision by a senior officer, or whose hours of duty are not definitely defined, shall not be entitled to claim overtime as provided for in subclause (e), except with the approval of the Commissioner.

(d) 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, provided that if the total additional time worked in any week exceeds 2½ hours, then such periods of less than one hour on any day shall be counted towards the completion of 2½ hours in a week.

(e) When overtime is paid for it shall be the rate per hour ascertained by applying the following formula:—

#### Week Days—

For the first five hours in any week—

Fortnightly Salary	5	
	x	—
	75	4

For excess of five hours in any week—

Fortnightly Salary	3	
	x	—
	75	2

Saturday mornings up to 11.30 a.m.—

For time worked when not part of the normal hours of duty—

Fortnightly Salary	3	
	x	—
	75	2

Sundays and after 11.30 a.m. on Saturdays—

Fortnightly Salary	2	
	x	—
	75	1

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 officer would ordinarily receive in respect of such holiday.

For the purpose of this subclause, "fortnightly salary" shall not include any district allowance, personal allowance, qualifications allowance and/or allowances for staff work or for performing special duties, unless otherwise approved by the Commissioner.

(f) When time-off is taken in lieu of payment as provided herein, the same formula shall apply, except as is prescribed in subclause (b) in respect of an officer whose margin over the basic rate exceeds the maximum margin prescribed for class 6.

(g) A break of at least 30 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.

#### 4.—Meal Expenditure Reimbursement.

(a) Where an officer is required to work on after the usual time for ceasing duty, he shall, where such additional duty necessitates taking a meal away from the usual place of residence, be reimbursed for each meal at the rate of 4s. 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 4s. 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) Reimbursements for expenditure on meals as provided in subclause (a) shall be in addition to payment for overtime.

#### 5.—Reimbursement of Travelling Expenses.

(a) An officer shall be reimbursed at the rates detailed in the following table for expenses incurred when travelling on official business within the State between his headquarters within the metropolitan area and a place outside the metropolitan area; or between his headquarters outside the metropolitan area and a place within the metropolitan area; or between his headquarters outside the metropolitan area and another place outside the metropolitan area at least 15 miles distant from his headquarters:—

	Travel which requires an absence from headquarters overnight. (Per day) s. d.	Travel which does not require an absence from headquarters overnight. (Per day) s. d.
Up to first 14 days in one place—		
Where maximum salary margin over basic rate exceeds £525 per annum	27 0	22 0
Other Officers	24 6	19 6
After 14 days in one place—		
Where maximum salary margin over basic rate exceeds £525 per annum	24 6	...
Other Officers	22 0	...

Provided that—

(i) when an officer travels officially with a Minister of the Crown, such officer shall be reimbursed at the following rate whilst he is accompanying the Minister—

Travel which requires an absence from headquarters overnight—27s. per day;

Travel which does not require an absence from headquarters overnight—22s. per day;

(ii) an officer with headquarters located outside the metropolitan area shall be reimbursed at the rate of 35s. per day when visiting Perth on official business which requires an overnight stay at a city hotel. Where a country officer does not stay at a city hotel or is not absent from his headquarters overnight, expenses shall be reimbursed at the appropriate rate prescribed in the table in this subclause (a). For the purpose of this proviso a city hotel may be defined as any hotel included in the area bounded by Wellington Street in the North, the River in the East and the South, and George Street in the West; and

(iii) an officer when staying at any Government institution, or when travelling in a ministerial railway coach in respect of which a charge is not made, shall be reimbursed at the rate of 4s. per day.

(b) The daily rate shall represent in equal proportions the expenses for three meals and a bed. For the purpose of computing expenses, in the case of arrival at or departure from the officer's headquarters, breakfast shall be allowed for if the arrival is later or departure earlier than 8 a.m., lunch if arrival is later or departure earlier than 1 p.m., tea if arrival is later or departure earlier than 6 p.m., and bed if arrival is later than 11 p.m.: Provided that, if on account of lack of suitable regular transport facilities an officer necessarily engages lodging in Perth or other place in which his headquarters are situated for the night

prior to commencing travelling in order to travel by an early morning transport, he shall be reimbursed the reasonable cost of such lodging in addition to such other reimbursements authorised by subclause (c).

(c) Reasonable incidental expenses, such as tram, bus and motor fares shall be reimbursed to an officer, provided, in the opinion of the permanent head, the expense was warranted.

(d) An officer stationed in the metropolitan area who is relieving in or temporarily transferred to any place within that area shall not be reimbursed the cost of mid-day meals, but an officer travelling on duty within the metropolitan area which requires his absence from his headquarters over the usual meal period shall be reimbursed at the rate of 3s. 6d. for each meal required to be purchased, provided that—

(i) such travelling is not within the suburb in which he resides; and

(ii) an officer's total reimbursement under this subclause for any one pay period shall not exceed 14s.

(e) When travelling on official business, an officer shall be allowed first class fares in addition to reimbursement at the rates set out in subclause (a), provided that—

(i) for railway journeys, when a sleeping berth is provided, one-fourth deduction will be made from the daily rate, except when a bed has been paid for elsewhere for a portion of the night and a certificate to that effect is supplied by the officer when lodging his claim; and

(ii) when an officer travels on board vessels or by railway between Perth and Adelaide, where the fare paid includes subsistence, reimbursement of expenses shall be at the rate equal to 15 per cent. of the passage money calculated on single fare.

(f) An officer stationed in Western Australia who travels on official business beyond the limits of the State but within the Commonwealth, shall be reimbursed at the rate of 50s. per day for expenses incurred in capital cities and at the rate of 35s. per day elsewhere; the computation of the rate to be on the basis laid down in subclause (b); provided that—

(i) for the period when at sea or on rail between Perth and Adelaide reimbursement shall be on the basis set out in subclause (e) (ii);

(ii) for the period whilst travelling by aircraft to and from Perth, or whilst travelling by aircraft or train between other States, reimbursement shall be at the rate of 50s. per day and;

(iii) reimbursement of reasonable incidental expenses in accordance with subclause (c) shall apply.

(g) Reimbursement of expenses at the rates prescribed in this clause shall not be suspended should an officer become ill whilst travelling, provided leave for such illness is approved in accordance with Sick Leave Regulations.

(h) Where it can be shown to the satisfaction of the Commissioner by the production of receipts or other evidence that reimbursement at the rates prescribed in this clause would be insufficient to meet an officer's reasonable out-of-pocket expenses, he shall be paid the difference to fully reimburse him.

(i) No certifying officer shall pass for payment to any officer, reimbursement for expenses exceeding 14 days in any one month until the endorsement of the permanent head has been obtained on the account.

(j) In all cases where commuted amounts for reimbursement of travelling expenses and cost of conveyance are in operation at the date of the coming into force of this Agreement, they shall continue, but may be subject to review by the Commissioner at any time.

(k) The provisions of clause 6, subclauses (d) to (i), shall have equal application to this clause.

## 6.—Transferred and Relieving Officers.

(a) When an officer is transferred to a new locality, he shall, in addition to payment of any district allowance, be reimbursed in respect of his living expenses at the following rate for a period of 14 days after arrival at his new headquarters:—

Where maximum salary margin over basic rate exceeds £525 per annum—27s. per day.

Other officers—24s. 6d. per day.

(b) If an officer who is transferred to a new locality is unable to obtain suitable accommodation for the transfer of his home within 14 days he may, after the expiration of 14 days, be reimbursed in respect of his living expenses at such rate as may be approved by the Commissioner, until such reasonable time as he is able to secure suitable accommodation.

(c) When an officer is relieving another or is on special work away from his usual headquarters and in consequence has in addition to his own maintenance to maintain an establishment elsewhere, he shall, in addition to payment of any district allowance—

(i) be reimbursed in respect of his living expenses at the following rate for a period up to 14 days after arrival at the new locality—

Where maximum salary margin over basic rate exceeds £525 per annum—27s. per day.

Other officers—24s. 6d. per day;

(ii) if the period at the new locality exceeds 14 days, be reimbursed at the rate of 12s. per day if married and 6s. per day if single for the period in excess of 14 days, provided that if the latter period exceeds four weeks the approval of the Commissioner shall be obtained to the continuance of the reimbursement.

An officer who cannot claim to maintain an establishment elsewhere but who is put to expense which otherwise it would not be necessary for him to incur, shall, on satisfactory proof to the Commissioner, be reimbursed such expenses in a sum per day not exceeding the above rates.

(d) The headquarters of an officer engaged on more than one work shall be considered to be the place in which the principal work is carried out as defined by the permanent head.

(e) An officer shall use State-owned transport unless otherwise approved by the permanent head.

(f) Whenever an officer does not travel by State-owned transport as per subclause (e) he shall be repaid the actual cost of the necessary and most economical means of conveyance upon furnishing receipts for payment. Receipts shall not be required for any amounts under 5s., but in lieu thereof a certificate on the account form must be made as follows:—

I certify that the sum of..... has been actually expended by me on Public Service.

(g) No officer shall engage other vehicles when there are public conveyances available when required.

(h) When circumstances necessitate the hire of a motor car or other special means of transit, a special report shall accompany the account.

(i) Unless specially authorised by the permanent head, taxi fares will not be allowed when the distance can be traversed by the ordinary modes of conveyance by rail, tram, omnibus or other means of public transport.

## 7.—Camp Allowance.

(a) (i) An officer while in camp provided by a department, shall be paid an allowance of 6s. per day if married and 3s. per day if single.

(ii) During such time as an officer is stationed in camp, payment of a camp allowance shall be made on the basis of 42s. per week for a married man and 21s. per week for a single man, and no deduction shall be made where an officer does not spend his week-ends in camp; provided that where an officer is transferred to or from a camp, then

payment for any broken portion of a week shall be based on the appropriate daily rate as prescribed.

(b) A single man in camp, on satisfactory proof being supplied that he is the main support of those related to him and who reside in the State may, on the approval of the Commissioner, be considered a married man for the purpose of camp allowance.

(c) A married man with his wife and family in camp for a longer period than one month in any one year shall be paid during the period in excess of one month the allowance as prescribed for a single man.

(d) A married man whose wife is domiciled outside Western Australia shall for the purposes of this clause be regarded as a single man.

(e) Camp allowance shall not be paid during any period in respect of which travelling expenses were reimbursed in accordance with clause 5 or during any period for which expenses were reimbursed in accordance with clause 6.

## 8.—Reimbursement of Removal Expenses.

(a) When an officer is transferred—

(i) in the public interest; or

(ii) in the ordinary course of promotion and transfer; or

(iii) on account of illness due to causes over which the officer has no control;

the actual reasonable cost of conveyance of such officer, as well as that of his wife and children under 16 years of age or other children wholly dependent on him and, subject to the limitations defined in subclause (c), furniture, including insurance of such furniture whilst in transit, will be reimbursed to the officer or, in the case of an unmarried officer, an application for a similar reimbursement may be considered by the Commissioner on the recommendation of the permanent head.

(b) An officer who is transferred from one locality to another solely at his own request, or by exchange (except as provided for in subclause (a)), must bear the whole cost of his removal unless otherwise approved by the Commissioner. When an officer is transferred on account of misconduct, the cost must be borne by the officer in fault, unless otherwise determined by the Commissioner prior to removal.

(c) The maximum reimbursement for cost of conveyance of furniture, including insurance whilst in transit, shall be £50, unless a higher sum is approved by the Commissioner in any special case; provided that only necessary household furniture and effects shall be taken into consideration. No reimbursement shall be made in respect of the removal of the following effects or others of a like nature:—Animals, poultry, dog kennels, clothes props, garden seats, timber or material connected with outside structures, boats, beehives, fuel, plants in boxes or pots.

(d) In providing for the cost of removal an officer's motor vehicle may be taken into consideration, reimbursement in respect of which shall be as determined by the Commissioner.

(e) Furniture and effects, where practicable, shall be removed by railway.

(f) Before removal is undertaken, the officer shall, where practicable, obtain offers from at least two carriers which shall be submitted to the permanent head, who may authorise the acceptance of the more suitable, provided that the maximum amount prescribed by subclause (c) is not exceeded without the written approval of the Commissioner having first been obtained. A certificate shall also be supplied by the officer to the effect that the furniture and effects in respect of which the quotes have been made do not contain any item referred to in subclause (c) for which reimbursement is not allowed.

(g) Vouchers must be produced for all sums paid.

(h) The permanent head may, in lieu of cost of conveyance, authorise payment of an amount not exceeding the maximum prescribed by subclause

(c) to compensate for loss in any case where an officer with the prior approval of the permanent head, disposes of his furniture and effects instead of removing them to his new headquarters, provided that such payment would not exceed the sum which would have been paid if such furniture and effects had been removed by the cheapest method of transport available.

9.—Travelling Time.

An officer who, in the course of his duties, is called upon to travel after the usual time for ceasing duty may, at the discretion of the Commissioner, be granted time off in respect of such time or part of such time spent in travelling.

10. District Allowance.

(a) District allowance at the rates shown in subclause (c) shall be paid to an officer whose headquarters are in the towns specified or in the localities adjacent thereto.

(b) When an officer is on leave of absence he shall be paid the district allowance to which he is ordinarily entitled for annual leave, but only in cases where the family or dependants of an officer remain in the district shall he be paid district allowance whilst on long service leave or other approved leave with pay. In cases where an officer leaves his district on duty, district allowance shall cease after the expiration of two weeks unless otherwise approved by the Commissioner.

(c) The following is the scale of district allowances payable to a married officer whose headquarters are in the localities specified:—

£120 per annum—Fitzroy Crossing, Hall's Creek, Turkey Creek.

£100 per annum—Wyndham.

£80 per annum—Broome, Derby, Marble Bar, Nullagine, Port Hedland.

£60 per annum—Onslow, Roebourne.

£50 per annum—Shark Bay.

£40 per annum—Carnarvon, Gascoyne Junction, Lawlers, Mulline, Peak Hill, Rawlinna, Wiluna, Youanmi, Zanthus.

£30 per annum—Boogardie, Broad Arrow, Burbidge, Cue, Day Dawn, Gwalia, Hopetoun, Kookynie, Kundip, Kununalling, Laverton, Leonora, Lennonville, Meekatharra, Menzies, Morgans, Mt. Magnet, Nannine, Ora Banda, Ravensthorpe, Sandstone, Yalgoo, Yunndaga.

£20 per annum—Bullfinch, Golden Ridge, Higginsville, Kanowna, Kurrawang, Kurrawang Woodline, Lakeside, Marvel Loch, Norseman, Rich Meadows, Salmon Gums, Westonia, Widgiemooltha, Yerbillon.

£10 per annum—Boulder, Brown Hill, Circle Valley, Coolgardie, Esperance, Grass Patch, Kalgoorlie, Red Lake, Southern Cross.

The rate of district allowance payable to a single officer shall be one-half of that paid to a married officer, provided that a single man, on satisfactory proof being supplied that he is the main support of those related to him and who reside in the State, may on the approval of the Commissioner be considered a married man for the purpose of this clause.

(d) Except as provided in subclause (b), district allowance shall be paid in addition to reimbursement of any travelling expenses or camp allowance, provided the officer's headquarters are in one of the localities specified above.

11.—Payment of Hire for Use of Officer's Own Vehicle.

(a) The Commissioner may authorise a commuted amount for the keep or hire of horses, traps, motor vehicles, bicycles or any other conveyance belonging to an officer.

(b) An officer who is required to maintain a motor car or motor cycle for travelling on official business and who is not in receipt of a commuted amount in which the whole or portion of the cost of locomotion is included, shall, for journeys

approved by the permanent head, be paid hire for such vehicle to cover all expenses in connection therewith, in accordance with the following tables:

(i) Motor Cars—

Area.	Mileage travelled each year on official business.					
	1-5,000 miles.		5,001-10,000 miles.		Over 10,000 miles.	
	Over 12 h.p.	12 h.p. and under.	Over 12 h.p.	12 h.p. and under.	Over 12 h.p.	12 h.p. and under.
Metropolitan	per milc. d. 7.4	per milc. d. 5.9	per milc. d. 5.4	per milc. d. 4.3	per milc. d. 4.3	per milc. d. 3.6
South-West Land	8.8	7.0	6.8	5.4	5.7	4.7
Division	9.4	7.4	7.4	5.8	6.3	5.1
Other						

Note.—H.p. means horse power calculated according to the formula of the Royal Automobile Club of W.A. (Incorporated).

Provided that where an officer is required to use his own vehicle on official business North of 26 deg. South latitude the following rates shall apply:—

	1-5,000 Miles (Per Mile)		Over 5,000 Miles (Per Mile)	
	s.	d.	s.	d.
North of 22 deg. South latitude	1	0		10
Between 26 deg. and 22 deg. South latitude			10	8

(ii) Motor Cycles—

	Mileage travelled each year on official business.			
	Up to 8,000 miles.		Over 8,000 miles.	
	Metropolitan Area.	Country.	Metropolitan Area.	Country.
	Per milc. d.	Per milc. d.	Per milc. d.	Per milc. d.
Motor cycle with side-car (where authorised)	3.5	4	2	2.5
Motor cycle	2.5	3	1.5	2

(c) Where an officer in the course of a journey travels through two or more of the separate areas, payment of hire at the rates set out in subclause (b) shall be made at the appropriate rate applicable to each of the separate areas traversed.

(d) The Commissioner may increase the rates prescribed by this clause in any case in which he is satisfied that they are inadequate.

(e) A year for the purpose of this clause shall commence on the 1st July and end on the 30th June next following.

12.—Higher Duties Allowance.

(a) An officer, 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 officer would be receiving had he been permanently appointed to such higher position for the whole time he is acting. Provided that—

(i) an allowance under this clause shall not be payable to a male or female officer under the age of 21 years or to a female officer when acting in a male position classified within the male clerical automatic range;

- (ii) a female officer 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; and
- (iii) no officer under the age of 21 years shall be permitted to relieve in an item classified above the automatic range without the prior approval of the Commissioner.

(b) Where an officer 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 officer 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 officer 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.

#### 13.—Officers Paying Wages.

(a) An officer away from his headquarters, other than one whose classified duties include the payment of wages shall, when paying wages outside the metropolitan area, or at construction works within the metropolitan area, or at such other works as may be approved by the Commissioner, be paid an allowance of 5s. per day or part of any day whilst so engaged in recognition of the added responsibilities, provided that—

- (i) the allowance shall not exceed 10s. in any one week;
- (ii) no allowance shall be paid to an officer when in receipt of higher duties allowance for relieving or acting in a position, the classified duties of which include the payment of wages; and
- (iii) no allowance shall be paid to an officer whose margin over the basic rate exceeds the maximum prescribed for class 3 by clause 3, subclause (a) of the Agreements dated the 20th December, 1950, and the 7th December, 1951, between the same parties hereto and any amendments thereto or any new Agreements made in substitution thereof.

(b) An officer employed in the metropolitan area, when paying wages outside that area, shall be paid an allowance of 5s. per day or part of any day whilst so engaged in compensation for damage to clothing and disabilities encountered, in addition to any allowance payable in accordance with subclause (a).

#### 14.—Officers Receiving Cash.

(a) An officer, other than one whose classified duties include the operation of a cash register, or is in receipt of higher duties allowance under clause 12 in respect of such work shall, when operating a cash register, be paid an allowance at the rate of 5s. per day or 2s. 6d. per half day whilst so engaged, provided that—

- (i) the officer's margin over the basic rate is not equivalent to or in excess of the minimum for the position of cashier in which he is relieving; and
- (ii) the allowance in any one week shall not exceed the difference between the officer's weekly rate and the minimum weekly rate for the position of cashier in which he is relieving.

(b) For the purpose of this clause, half a day shall mean any period of three hours or less on any day.

#### 15.—Board Allowance for Annual Leave.

When on annual leave, an officer who does not avail himself of the board and lodgings provided in his classification shall be granted an allowance for the period of his leave at the rate of 30s. per week.

#### 16.—Dirty Work.

A special allowance shall be paid to an officer when engaged in any dirty work (including moving or sorting old books and documents) which is not part of the usual duty of the officer concerned and which in the opinion of the permanent head could be classed as dirty, such allowance to be assessed by the Commissioner.

#### 17.—Protective Clothing.

In all cases where protective clothing was supplied to an officer or class of officer prior to the date of operation of this Agreement, it shall continue to be so supplied.

#### 18.—Board of Reference.

(a) The Court may appoint, for the purpose of this Agreement, a Board of Reference. Such Board shall consist of a chairman who shall be appointed by the Court and who shall, where possible, be an Industrial Magistrate, and two other representatives, one to be nominated by each of the parties hereto as prescribed by the regulation made under the Industrial Arbitration Act, 1912-1950.

(b) On any question before the Board at any meeting the opinion of the majority shall prevail.

(c) The functions of the Board shall be—

- (i) to settle, allow, determine and/or deal with any matter which the Court may from time to time refer to the Board;
- (ii) subject to the jurisdiction of the Court, generally to settle and/or determine any dispute or question arising out of this Agreement, except a matter involving the interpretation of any of the provisions herein or any variation in the conditions and terms hereof.

(d) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations made under the Industrial Arbitration Act, 1912-1950, which for this purpose are embodied in and form part of this Agreement.

#### 19.—Copies of Agreement.

Every officer shall be entitled to a copy of this Agreement free of charge on application to the Commissioner.

#### 20.—Term of Agreement.

This Agreement shall operate from the 1st October, 1948, and shall remain in force for five years from that date, provided that, at the expiration of the first 12 months from that date or earlier, in the case of the provisions of clause 5, subclause (j), clauses 10, 11 and 17, and after the expiration

of any subsequent period of 12 months, either party shall have the right to approach the Court of Arbitration to amend or vary this Agreement.

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

S. A. TAYLOR.

Signed by the Public Service Commissioner of Western Australia, in the presence of—  
K. J. Townsing.

The Common Seal of The Civil Service Association of Western Australia (Incorporated) was hereunto affixed in the presence of—

N. G. Hagan,  
General Secretary.

Wacyn Davies,  
Trustee.

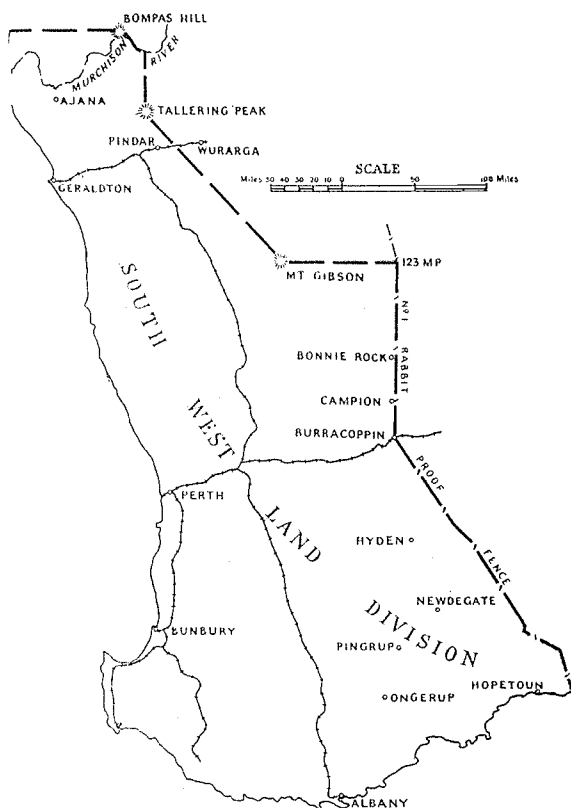
E. L. Wilson,  
Trustee.

[L.S.]

Deposited with me this 12th day of October, 1948, in accordance with the provisions of Part X of the Industrial Arbitration Act, 1912-1941, as reprinted.

R. A. WOOD,  
Registrar, Court of Arbitration.

APPENDIX.



COMPANIES ACT, 1943-1951.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

Burnoil Proprietary Limited.

NOTICE is hereby given that Burnoil Proprietary Limited a Company registered under Part XI of the Companies Act, 1943-1951, and having its Registered Office at Messrs. Flack & Flack, 1st Floor, A.M.P. Chambers, William Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 4th day of December, 1952.

Dated this 4th day of September, 1952.

A. R. LANG,  
Agent in Western Australia.

COMPANIES ACT, 1943-1951.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

G. Wood Son and Company Limited.

NOTICE is hereby given that G. Wood Son and Company Limited, a Company registered under Part XI of the Companies Act, 1943-1951, and having its Registered Office in the State of Western Australia, at 352 Murray Street, Perth, intends voluntarily to cease to carry on business in the said State on and after the 1st day of January, 1953, in view of the projected formation and registration of a Western Australian Company to be known as G. Wood Son & Co. (W.A.) Pty. Ltd.

Dated this 28th day of August, 1952.

ROSS LODGE,  
Agent in Western Australia.

THE COMPANIES ACT, 1943-1951.

Notice of Change in Situation of Registered Office and of the Days and Hours such Office is Accessible to the Public.

Yakamia Dairy Pty. Limited.

NOTICE is hereby given that the Registered Office of Yakamia Dairy Pty. Limited was, on the 15th day of September, 1952, changed to, and is now situated at 42-56 Beach Street, Fremantle.

The days and hours during which the Registered Office is accessible to the public are as from the 15th day of September, 1952, as follows:—Monday to Friday inclusive (holidays excepted) from 10 a.m. to 4 p.m.

Dated the 15th day of September, 1952.

A. G. DAVEY,  
Acting Secretary.

COMPANIES ACT, 1943-1951.

Notice of Change in Situation of Registered Office. National Safety Council of W.A. (Inc.).

NOTICE is hereby given that the Registered Office of the National Safety Council of W.A. (Inc.) was, on the 15th day of September, 1952, changed to and is now situated at 731 Hay Street, Perth.

Dated this 16th day of September, 1952.

LEO. P. MAYBERRY,  
Secretary.

COMPANIES ACT, 1943-1947.

Notice concerning Lost Share Certificate.

Pursuant to Section 414 (1).

Mortlock Bros. Limited.

NOTICE is hereby given that share certificate No. 1651 for twenty-five (25) ordinary shares of ten shillings (10s.) each in the abovenamed Company, issued in the name of Peter James Burchett, of Nedlands, has been lost or destroyed, and it is the intention of the directors of the abovenamed Company to issue a duplicate share certificate in lieu thereof, after the expiration of 28 days from the publication thereof.

Dated the 15th day of September, 1952.

H. J. B. MAY,  
Secretary.

COMPANIES ACT, 1943-1951.

Notice of Situation of Registered Office and Days and Hours of Business.

Pursuant to Section 330 (4).

The National Magazine Company Pty. Limited.

THE NATIONAL MAGAZINE COMPANY PTY. LIMITED 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 as

follows:—10 a.m. to noon and 2 p.m. to 4 p.m., Mondays to Fridays, inclusive, public holidays excepted.

Dated this 10th day of September, 1952.

L. DAVEY,  
Agent in Western Australia.

Stone, James & Co., 47 St. George's Terrace,  
Perth, Solicitors for the said Company.

COMPANIES ACT, 1943-1951.

NOTICE is hereby given that the Registered Office of Jowett Cars (Australia) Pty. Limited is situated at Third Floor, C.M.L. Building, 55 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday, from 9.30 a.m. to 4.30 p.m., except on public holidays, when the said office is closed.

Dated this 29th day of August, 1952.

C. W. WRIGHT,  
Agent in Western Australia.

Jackson, McDonald, Connor & Ambrose, Solicitors, Perth.

COMPANIES ACT, 1943-1951.

Section 99 (4).

Shilkin & Mulder Pty. Ltd.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at Naval Base Road, South Fremantle, and that the days and hours during which it is accessible to the public are from Mondays to Fridays inclusive (public holidays excepted) from 10 a.m. to 4 p.m.

Dated this 12th day of September, 1952.

PARKER & PARKER,  
Solicitors,  
21 Howard Street, Perth.

COMPANIES ACT, 1943-1951.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Pursuant to Section 99 (4).

Associated Construction and General Works (W.A.) Pty. Ltd.

To the Registrar of Companies,

NOTICE is hereby given that the Registered Office of Associated Construction and General Works (W.A.) Pty. Ltd. is situated at 239 Adelaide Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—From 9 a.m. to 1 p.m. and from 2 p.m. to 5 p.m. on Monday to Friday (inclusive).

Dated this 2nd day of September, 1952.

J. BERG,  
Director.

COMPANIES ACT, 1943-1951.

Notice Concerning Lost Share Certificate.

Pursuant to Section 414 (1).

(The Western Australian Worsted and Woollen Mills Limited.)

NOTICE is hereby given that share certificate No. 1330, dated April, 1924, for twenty-five (25) ordinary shares in the abovenamed company entered in the name of John Crawford Morrison, of 535 Fitzgerald Street, North Perth, has been lost or destroyed and it is the intention of the directors of the abovenamed company to issue a duplicate certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 16th day of September, 1952.

S. P. RODGERS,  
Secretary.

IN THE MATTER OF THE COMPANIES ACT, 1943-1951, and in the matter of Goddard Farms Pty. Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovementioned Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Goddard Farms Pty. Limited.

Dated this 12th day of September, 1952.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1951, and in the matter of Shilkin & Mulder 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 Shilkin & Mulder Pty. Ltd.

Dated this 11th day of September, 1952.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1951, and in the matter of Tarcoola Gold Mines 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 Tarcoola Gold Mines Ltd.

Dated this 15th day of September, 1952.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1951, and in the matter of Rural Projects 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 Rural Projects Pty. Ltd.

Dated this 16th day of September, 1952.

G. J. BOYLSON,  
Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

WE, Joseph William Dunkerton, of Yunderup, Retired Optometrist, and Edward Henry Watson, of Mandurah, Agent, trustees of or persons authorised by Murray Road District North-West Ward Ratepayers' Association, do hereby give notice that we are desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

JOSEPH WILLIAM DUNKERTON.  
EDWARD HENRY WATSON.

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

1. Name of the Association—Murray Road District North-West Ward Ratepayers' Association.
2. Object or Purpose of the Association—To support all legitimate moves and acts for progress within the ward.
3. Where Situated or Established—Murray Road District.
4. The Name or Names of the Trustee or Trustees—Joseph William Dunkerton and Edward Henry Watson.
5. In whom the Management of the Association is vested and by what Means—Committee consisting of chairman, vice chairman, secretary, treasurer and six members as provided by the constitution and rules of the Association.

A. E. Ball & Co., of Harvey, Solicitors for the Club.

NOTICE is hereby given that on the 31st day of August, 1952, Guy Marshall retired from the Partnership theretofore subsisting between George David Young, Alfred Ernest Coombe, Oswald Leslie McCoy, William Thomas Craig, Harry Ballantyne Oliphant, Robert Leiper, Alan Frederick Bloore and the said Guy Marshall which said Partnership carries on business as Merchants and Shipping and Commission Agents at Melbourne, Sydney and Perth under the firm name of "John Sanderson & Co."

Dated the 1st day of September, 1952.

G. D. YOUNG.  
H. E. COOMBE.  
O. L. MCCOY.  
W. T. CRAIG.  
By his Attorney,  
G. D. YOUNG.  
H. B. OLIPHANT.  
ROBERT LEIPER.  
A. BLOORE.  
GUY MARSHALL.

Blake and Riggall, Solicitors, 120 William Street, Melbourne, Victoria.

NOTICE is hereby given that the Partnership between Frank Lindsay Robert Upson and Gordon Greenaway, carrying on business as Painters and Decorators at Bunbury under the firm name of "Upson & Greenaway," was dissolved by mutual consent on the 8th day of August, 1952.

Dated the 12th day of September, 1952.

FRANK UPSON.  
G. GREENAWAY.

Slee & Anderson, Stephen Street, Bunbury, Solicitors for the parties.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of James Lawrence Walsh, formerly of Queenslea Drive, Claremont, in the State of Western Australia, but late of 24 Queen's Crescent, Mount Lawley, in the said State, Mercer and Clothier, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, care of The West Australian Trustee Executor and Agency Company Limited, on or before the 20th day of October, 1952, after which date the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice.

Dated the 15th day of September, 1952.

DWYER & THOMAS,  
of 49 William Street, Perth,  
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Benjamin Currell, formerly of 12 Roseberry Avenue, South Perth, in the State of Western Australia, Carting Contractor, but late of 106 Hensman Road, South Perth, in the said State, Retired Builder, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, 93 St. George's Terrace, Perth, on or before the 20th day of October, 1952, 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 12th day of September, 1952.

UNMACK & UNMACK,  
12 Howard Street, Perth,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Basil Aubrey Lewis, late of 51 The Esplanade, Palm Beach, Rockingham, in the State of Western Australia, Managing Director, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 20th day of October, 1952, 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 15th day of September, 1952.

UNMACK & UNMACK,  
of London Assurance House, 12  
Howard Street, Perth, Soli-  
citors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Edward Moss, late of 74 Hubble Street, East Fremantle, in the State of Western Australia, Motor Trimmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, 135 St. George's Terrace, Perth, on or before the 20th day of October, 1952, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 15th day of September, 1952.

A. D. SMITH,  
135 St. George's Terrace, Perth,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Amelia Mary Pethick, late of 13 Brookman Street, Perth, in the State of Western Australia, formerly of Robinson Avenue, Perth, in the said State, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, 135 St. George's Terrace, Perth, on or before the 20th day of October, 1952, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 15th day of September, 1952.

A. D. SMITH,  
135 St. George's Terrace, Perth,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and estate of Annie Brown, late of 199 Anzac Road, Mount Hawthorn, in the State of Western Australia, Married Woman, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administrator with the Will, The West Australian Trustee, Executor and Agency, Company Limited, of 135 St. George's Terrace, Perth, on or before the 13th day of October, 1952, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated 4th September, 1952.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Executor.



IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Thomas Alfred May, late of Crawford Road, East Cannington, in the State of Western Australia, formerly of East Arthur, via Wagin, in the said State, Retired Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, 135 St. George's Terrace, Perth, on or before the 20th day of October, 1952, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 15th day of September, 1952.

A. D. SMITH,  
135 St. George's Terrace, Perth,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Vida Pauline Nicol, late of 8 Brookman Street, Perth, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 20th day of October, 1952, 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 15th day of September, 1952.

JACKSON, McDONALD, CONNOR  
& AMBROSE,  
55 St. George's Terrace, Perth,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 19th day of October, 1952, 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 17th day of September, 1952.

J. H. GLYNN,  
Public Trustee.

Public Trust Office,  
Perth. W.A.

Name, Occupation, Address, Date of Death.

Coulter, Andrew; Retired Seaman; late of Terminus Hotel, Fremantle; 20/4/52.

Buckenara, Ivy Lillian; Married Woman; late of 24 Scarborough Beach Road, Scarborough; 4/2/52.

Harrington, Myles; Retired Shipping Clerk; late of 165 Lake Street, Perth; 27/7/52.

Griffiths, John (also known as Jack Griffiths); Labourer and Water Supply Employee; late of corner of Market Street and Nairn Street, Fremantle; 30/12/51.

Veall, Ethel Elizabeth; Married Woman; formerly of School House, Kalgoorlie, but late of School House, Cannington; 26/4/52.

West, Alice Honor; Widow; late of 38 Goldsworthy Road, Claremont; 18/8/52.

Knight, Marjorie Austin; Married Woman; late of 50 Harbourne Street, Wembley; 31/8/52.

Frame, Charles; Lift Attendant; late of 79 Colin Street, West Perth; 16/3/52.

Name, Occupation, Address, Date of Death.

Fry, George Edwin; Salesman; late of 68 Harbourne Street, Wembley; 15/7/52.

Gracey, James Victor; Manufacturer's Representative; formerly of 50 Clifton Crescent, Mount Lawley, but late of 7 Clieveden Street, North Perth; 25/8/52.

Hart, Joshua; Retired Civil Servant; formerly of 35 Outram Street, West Perth, but late of 33 Outram Street, West Perth; 21/8/52.

Prior, William; Retired Caretaker; late of 76 Whitfield Street, Bassendean; 5/8/52.

Hitchcock, William George; Railway Employee; late of Coorow; 16/6/52.

Simonetti, Franz Joseph (also known as Frank Simonetti); Retired Miner; late of Renou Street, Coolgardie; 10/5/51.

Angove, John Henry; District Irrigation Officer, P.W.D.; late of Roelands; 21/4/51.

Lines, Oscar John; Farmer; late of Woodanilling; 18/6/52.

THE PUBLIC TRUSTEE ACT, 1941-1950.

NOTICE is hereby given that pursuant to section 14 of the Public Trustee Act, 1941-1950, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 17th day of September, 1952.

J. H. GLYNN,  
Public Trustee,  
Perth.

Name of Deceased, Occupation, Address, Date of Death, Date Election Filed.

Percic, Antonio; Retired Labourer; late of Glenlynn Siding; 4/9/51; 9/9/52.

Davenport, Edward; Blacksmith; late of 16 Victoria Avenue, Perth; 1/5/52; 9/9/52.

Coulter, Andrew; Retired Seaman; late of Terminus Hotel, Fremantle; 20/4/52; 9/9/52.

Harrison, Florence Louise; Widow; formerly of Grey Street, Albany, but late of 22 Rushton Road, Victoria Park; 31/8/49; 9/9/52.

Hope, William; Retired Labourer; late of Peel Street, Ballarat; 5/3/51; 9/9/52.

Lawrence, Jesse William; Retired Labourer; late of Nedlands; 3/5/52; 9/9/52.

Johns, Robert Bruce; Painter; late of 15 Collins Street, Kalgoorlie; 10/2/52; 10/9/52.

Travers, Alice Victoria, Widow, late of Balkuling; 24/3/42; 12/9/52.

Schenatti, Antonio; Mill Hand; late of Pemberton; between 20-24/2/52; 12/9/52.

Sinclair, David Somerville McIntosh (also known as David Sommerville McIntosh Sinclair); Accountant; late of Tower Hotel, Charles Street, West Perth; 28/4/52; 12/9/52.

Foot, Mary Anne; Nurse and Widow; formerly of Guyra in the State of New South Wales but late of 28 Tupper Street, Murrumbidgee, in the State of New South Wales; 17/5/43; 12/9/52.

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual subscription to the above is seven shillings and sixpence and the charge for a single copy, two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

NOTICE.

GOVERNMENT GAZETTE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

**SUBSCRIPTIONS.**—The subscription to the *Government Gazette* is as follows:—30s. per annum, 17s. 6d. per half year, and 10s. per quarter, including postage. Single copies, 9d.; previous years, up to ten years, 1s. 6d.; over ten years, 2s. 6d.; postage, 1d. extra.

Subscriptions are required to commence and terminate with a quarter.

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Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done no responsibility will be accepted by this office for any error in the initials or names as printed.

All communications should be addressed to "The Government Printer, Perth."

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