



# Government Gazette

OF  
WESTERN AUSTRALIA.

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No. 118]

PERTH : FRIDAY, 18th DECEMBER.

[1953.

## GOVERNMENT GAZETTE.

### SPECIAL NOTICE.

OWING to the Christmas and New Year holidays, the *Government Gazette* for 24th December, 1953, and 31st December, 1953, will contain only specially urgent notices.

Copy for those *Gazettes* should reach the Government Printer at the earliest possible moment, but not later than 9.30 a.m. on WEDNESDAY, 23rd December, 1953, and WEDNESDAY, 30th December, 1953; respectively.

said, do by this instrument under the Public Seal of the State constitute and appoint you the said Sir John Patrick Dwyer as from the date of my departure upon the said absence from the State and during such absence to be my Deputy, and in that capacity to exercise, perform and execute, for and on my behalf, as such Governor, all the powers and authorities vested in me by the said Letters Patent.

Given under my hand and issued under the Public Seal of the said State, at Perth, this 14th day of December, 1953.

CHARLES GAIRDNER,  
Governor.

GOD SAVE THE QUEEN ! ! !

### COMMISSION

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.

To the Honourable Sir John Patrick Dwyer, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Chief Justice and Lieutenant-Governor of Western Australia:

WHEREAS by clause 14 of the Letters Patent passed under the Great Seal of the United Kingdom constituting the office of Governor of the State of Western Australia and its Dependencies, bearing date the 29th October, 1900, it is provided that in the event of the Governor having occasion to be temporarily absent from the seat of Government or from the State, he may in every such case, by an instrument under the Public Seal of the State, constitute and appoint the Lieutenant-Governor to be his Deputy during such absence, and in that capacity to exercise, perform and execute, for and on behalf of the Governor, during such absence but no longer, all such powers and authorities vested in the Governor by such Letters Patent as shall in and by such instrument be specified; and whereas I, the said Governor, propose to absent myself temporarily from the State: Now, therefore I, the said Governor, by virtue and in exercise of the powers vested in me as afore-

AT a meeting of the Executive Council held in the Executive Council Chambers at Perth this 4th day of December, 1953, the following Order in Council was authorised to be issued:—

Child Welfare Act, 1947-1952.

### ORDER IN COUNCIL.

C.W.D. 395/38; Ex. Co. 2417.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1952, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court and may determine the respective seniorities of such members: Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council, doth hereby appoint the persons named in the Schedule hereto to be Members of the Children's Court at the place mentioned.

### Schedule.

Pinjarra.—Angus Roberts Paterson; Noel William Eddy.

R. H. DOIG,  
Clerk of the Council.

## Child Welfare Act, 1947-1952.

## ORDER IN COUNCIL.

C.W.D. 359/37, Ex. Co. 2425.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1952, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court and may determine the respective seniorities of such members: Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council doth hereby appoint the person named in the Schedule hereto to be a Member of the Children's Court at the place mentioned.

## Schedule.

Cunderdin.—John Ashley Bull.

R. H. DOIG,  
Clerk of the Council.

## The Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

## ORDER IN COUNCIL.

M.W.S. 1984/53.

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

Metropolitan Water Supply Improvements.  
Fremantle Road District.  
Kwinana Water Supply.

Proposed 42-inch outlet main from Thompson Lake Reservoir as shown in red on Plan M.W.S.S. & D.D., W.A., No. 7803.

This Order in Council shall take effect from the 18th day of December, 1953.

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

## JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 16th December, 1953.

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:—

Everard Leslie Greig, Esquire, of 117 Essex Street, Wembley, to be a Justice of the Peace for the State of Western Australia.

Colin Anzac Pegrum, Esquire, of Dwellingup, to be a Justice of the Peace for the Forrest Magisterial District.

John Edward Robertson, Esquire, of Millars' Timber and Trading Company Limited, Yarloop, to be a Justice of the Peace for the Forrest Magisterial District.

Charles Alwyn Wickham, Esquire, of Yarloop, to be a Justice of the Peace for the Forrest Magisterial District.

## EX OFFICIO JUSTICE OF THE PEACE.

IT is hereby notified for public information that Duncan Angus Glasfurd, Esquire, of Walebing, Chairman of the Moora Road Board, has been appointed under section 9 of the Justices' Act, 1902-1948, to be a Justice of the Peace for the Avon and Geraldton Magisterial Districts during his term of office as Chairman of the Board.

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

## THE AUDIT ACT, 1904.

The Treasury,  
Perth, 14th December, 1953.

THE following appointments have been approved:—

## Receivers of Revenue.

T. 42/45.—Mr. Thomas Albert Duke for the Registrar General's Department, *vice* Mr. W. V. Gray, as from 14th December, 1953.

Mines 2238/04.—Miss M. I. Cundill and Miss B. M. Jones for the Kalgoorlie School of Mines for the period 14th December, 1953, to the 29th January, 1954.

Treasury 957/43.—Mr. B. V. Tucker for the Department of Native Affairs, Perth, as from 14th December, 1953.

T. 267/53.—Mr. R. A. Tait for the Public Works Department, Goldfields and Country Water Supplies Branch, at Southern Cross, during the absence on leave of Mr. D. Ballantyne, for period 11th January to 5th February, 1954.

A. J. REID,  
Under Treasurer.

## 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 Bills passed by the Legislative Council and the Legislative Assembly during the first session of the Twenty-first Parliament, 1953.

Short Title of Bill; Date of Assent; No. of Act.  
Companies Act Amendment; 7th December; XVII.  
Fertilisers Act Amendment; 7th December; XVIII.  
Public Trustee Act Amendment; 7th December; XIX.  
The Bank Holidays Act Amendment; 7th December; XX.  
Returned Servicemen's Badges; 7th December; XXI.  
Declarations and Attestations Act Amendment; 7th December; XXII.  
Rural and Industries Bank Act Amendment; 10th December; XXIII.  
Matrimonial Causes and Personal Status Code Amendment; 10th December; XXIV.  
Local Authorities, Royal Visit Expenditure Authorisation; 10th December; XXV.

A. B. SPARKS,  
Clerk of the Parliaments.  
14th December, 1953.

[This notice supersedes that appearing on page 2429 of *Government Gazette* (No. 116), dated 11th December, 1953.]

## LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Bunbury:  
I, DAVID MICHAEL BREEN, of Harvey, Farmer, having attained the age of 21 years, hereby apply on my behalf for a license to carry on the business of a land agent under the Land Agents Act, 1921. The principal place of business will be at Uduc Road, Harvey.

Dated the 30th day of November, 1953.

D. M. BREEN.

## Appointment of Hearing.

I hereby appoint the 21st day of January, 1954, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Bunbury.

Dated the 3rd day of December, 1953.

R. J. SHOLL,  
Clerk of Petty Sessions.

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

## PUBLIC SERVICE EXAMINATION.

November, 1953.

## Efficiency Examination.

Possible marks: 300 in each subject.

Pass: 180 marks.

Note.—To secure a pass in Typewriting candidates are required to obtain 50 per cent. in the Tabulating Section.

## Typists' Section.

Distinguishing No., Name, Shorthand, Typewriting—Speed and Confused Manuscript, Tabulating, Total.

## Passed.

2; Gemmell, M.; 290; 195; 100; 295.  
5; Leone, R. M.; 246; 190; 88; 278.  
3; Hill, D. M.; 235; —; —; —.

## Failed Shorthand.

7; —; 120; —; —; —.

## Accounting Machinists' Section.

Note.—To secure a pass candidates are required to obtain 70 per cent. of the marks allotted to Ledgerposting paper and 50 per cent. in the Tabulating Section of the Typewriting paper.

Distinguishing No., Name, Machine Work: Ledgerposting, Listing, Total; Typewriting: Speed and Confused Manuscript, Tabulating, Total.

## Passed.

4; Hall, N. C.; 245; 50; 295; 170; 50; 220.  
9; Scott, E.; 250; 45; 295; 120; 75; 195.  
1; Betham, D. M.; 230; 50; 280; 120; 60; 180.  
8; Ryan, P. C.; 225; 40; 265; 145; 57; 202.

## Failed.

6; 120; 0; 120; 100; 55; 155.

Public Service Commissioner's Office,  
Perth, 16th December, 1953.

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

Ex. Co. 2336, P.S.C. 459/53—I. Thomas, Superintendent, Wheat and Sheep Branch, Department of Agriculture, to be Deputy Director of Agriculture, Class P-I-6, as from 20th November, 1953.

Ex. Co. 2366, P.S.C. 442/53—F. A. Jones, Draftsman, Land Titles Office, Crown Law Department, to be Draftsman, Checking, Class P-II-6, as from 20th November, 1953.

Ex. Co. 1247, P.S.C. 404/53—T. F. Meagher, Clerk, Land Settlement Branch, Lands and Surveys Department, to be Clerk and Secretary, Town Planning Board, Class C-II-2, as from 9th November, 1953.

Ex. Co. 2471, P.S.C. 369/53—A. W. Richardson, Clerk, State Housing Commission, to be Clerk, Property Section, Class C-II-3, as from 4th December, 1953.

Ex. Co. 1246, P.S.C. 366/53—K. J. Quinn, Clerk and Secretary, Town Planning Board, to be Clerk, Land Resumption Office, Public Works Department, Class C-II-3, as from 30th November, 1953.

Also of the following appointments under section 23 of the Public Service Act:—

Ex. Co. 2471, P.S.C. 431/52—Terrence Henry McNamara, to be Clerk, Geological Survey Branch, Mines Department, as from 9th October, 1952.

Ex. Co. 2471—Ian Kingston Stott, to be Adviser, Irrigation Branch, Department of Agriculture, as from 1st February, 1953.

Ex. Co. 2471, P.S.C. 182/53—Patrick Charles Roney, to be Clerk, Records Branch, Forests Department, as from 19th April, 1953.

Ex. Co. 2471, P.S.C. 101/53—Malcolm Cecil Hallam Taylor, to be Draftsman, Lands and Surveys Department, as from 28th September, 1952.

Also of the acceptance of the following resignations:—

Ex. Co. 2471—P. A. Tindal, Assistant, Fremantle, Police Department, as from 4th December, 1953; D. R. Wolff, Adviser, Department of Agriculture, as from 24th December, 1953; A. J. Nevill, Clerk, Education Department, as from 17th August, 1953; A. W. Roberts, Clerk, Crown Law Department, as from 6th November, 1953; S. A. De Beaux, Adviser, Department of Agriculture, as from 5th January, 1954.

Ex. Co. 2471—B. L. Eastland, Typist, Fremantle, Crown Law Department, as from 26th November, 1953; M. W. Daddow, Accounting Machinist, Treasury Department, as from 30th October, 1953.

S. A. TAYLOR,  
Public Service Commissioner.

## VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
Public Works	Clerk-in-Charge, Bridgetown Water Supply Office	C-II-2	Margin £250-£270	1953. 19th December.
Agriculture	Superintendent, Wheat and Sheep Branch (Item 3006/53)	P-I-4	Margin £885-£955	26th December.
Treasury	Assessor, Grade 3 (Item 93/53) (b)	C-II-3	Margin £290-£310	do.
Police	Cashier, Traffic Branch (Item 1427/53)	C-II-1	Margin £200-£230	do.
Mines	Inspector of Mines (a)	P-II-8/9	Margin £525-£625	do. 1954.
Public Works	Clerk (Item 1587/53)	C-II-1	Margin £200-£230	2nd January.
Mines	Draftsman (Item 931/53)	P-II-1/5	Margin £200-£400	2nd January.
Tourist Bureau	Typist (Item 1369/53)	C-V.	Margin £90 (Max.)	2nd January.

Applications are called under section 34 of the Public Service Act, 1904-50, 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.

(a) Applications are also called under Section 24.

(b) The possession of an accountancy qualification by examination will be regarded as an important factor in judging relative efficiency under Section 34 of the Public Service Act.

17th December, 1953.

S. A. TAYLOR,  
Public Service Commissioner.

Crown Law Department,  
Perth, 17th December, 1953.

THE Hon. Minister for Justice pursuant to section 13 (3) of the Local Courts Act, 1904-1953, has approved of the following appointments:—

Lawrence John Carroll, as substitute to discharge the duties of Clerk of the Local Court at Leonora, during the absence on leave of Owen McDonald Smith.

Reveley Elliott Trigwell, as substitute to discharge the duties of Clerk of the Local Court at Wagin, during the absence of Edward Charles Holmes on annual leave.

THE Hon. Minister for Justice pursuant to section 13 (2) of the Local Courts Act, 1904-1953, has approved of the appointment of Constable Alexander Thomson as Clerk of the Local Court at Kellerberrin *vice* Constable W. T. Basley, transferred.

THE Hon. Minister for Justice has approved of the appointment of Sergeant William Walter Hearn as acting bailiff of the Norseman Local Court, during the absence on other duties of Sergeant Albert Francis Anderson.

THE Hon. Minister for Justice pursuant to section 7 of the Electoral Act, 1907-1952, and the authority delegated by the Governor thereunder has approved of the following appointments:—

Lawrence John Carroll as substitute to discharge the duties of Electoral Registrar for the Leonora sub-district of the Murchison District of the Legislative Assembly as from the 4th December, 1953, during the absence of O. M. Smith on leave (four weeks approximately).

Reveley Elliott Trigwell as substitute to discharge the duties of Electoral Registrar for the Roe Electoral District of the Legislative Assembly during the absence of E. C. Holmes on leave.

THE Hon. Minister for Justice has approved of the appointment of Michael Carbone, of Perth, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

THE Department has been notified that Trust Order No. 59927 dated the 1st December, 1953, drawn on the Clerk of Courts Trust Fund for the sum of £7 9s. 11d., in favour of O. M. Bazzo, has been lost by the payee. Payment has been stopped and it is intended to issue a fresh trust order in lieu thereof.

R. C. GREEN,  
Under Secretary for Law.

#### THE LICENSING ACT, 1911.

Application for a Gallon License.

To the Licensing Court for the District of Albany in Western Australia:

I, MILLICENT MARY TOONE, now residing at Kendenup, in the said district of Albany, do hereby give notice that it is my intention to apply at the next Quarterly Sitting of the Licensing Court for the said district for a Gallon License for the premises which I now occupy, situated at Hassell Avenue, Kendenup, as a Newsagency and General Store, which is not now licensed. The premises are on portion of each of Plantagenet Locations 27 and 5380 and being lot 25 and being part of the land in Certificate of Title Volume 1122, Folio 152.

Dated the 23rd day of November, 1953.

M. M. TOONE,  
Stephen Le Fanu, Solicitor, Mount Barker.

#### HEALTH ACT, 1911-1952.

Department of Public Health,  
Perth, 15th December, 1953.

THE following officers of the Department of Agriculture shall be authorised persons for the purpose of the Argentine Ants (Health Act) Regulations, 1950:—C. F. H. Jenkins, P. N. M. Forte, B. A. B. Edwards, D. G. Shedley, J. A. Button, and F. H. Broomhall.

LINLEY HENZELL,  
Commissioner of Public Health.

#### HEALTH ACT, 1911-1952.

Department of Public Health,  
Perth, 17th December, 1953.

P.H.D. 980/30.

THE following appointment made by the under-mentioned Local Health Authority is hereby approved:—

Perth Road Board—R. J. Birch, to be Health Inspector.

LINLEY HENZELL,  
Commissioner of Public Health.

#### FREMANTLE HARBOUR TRUST.

Notice to Mariners.

No. 7 of 1953.

Australia—West Coast.

Approach to Gage Roads, Fremantle

Alteration in Character of Light-and-Bell  
(Fairway) Buoy.

Position—Lat. 31° 58' 35" S, Long. 115° 41' 23" E. (approx.).

Details—As from the 1st January, 1954, the character of the light on the above buoy will be altered to, flash 0.5 second, eclipse 2.5 seconds.

Previous Notices—Nos. 5 and 6 of 1951 and No. 2 of 1952.

Charts affected—Aus. 112, 122, BA 1033, 1058.

Publications affected—Australia Pilot Vol. V (1948), pp. 331 and 334.

Authority—Fremantle Harbour Trust.

Date—9th December, 1953.

H. ACTON,  
Secretary.

#### FIRE BRIGADES ACT, 1942-1951.

IN accordance with the provisions of the Fire Brigades Act, 1942-1951, and regulations thereunder, I hereby declare Laurence Percival Gadsdon duly elected a member of the Western Australian Fire Brigades Board for a period of three years to represent the municipal councils and road boards include in Part II of the Second Schedule to the Act.

G. F. MATHEA,  
Chief Electoral Officer,  
Returning Officer.

9th December, 1953.

#### CHILD WELFARE DEPARTMENT.

C.W.D. 772/27, Ex. Co. 2280.

HIS Excellency the Governor in Council has been pleased to approve of the following appointment under section 16 of the Child Welfare Act, 1947-1952:—

Edith Hamilton McGlew, to be Matron of the Methodist Children's Home, Victoria Park, *vice* Miss. E. M. Bales.

A. R. G. HAWKE,  
Minister for Child Welfare.

Fisheries Department,  
Perth, 4th December, 1953.

F.D. 249/53.  
Ex. Co. No. 2415.

HIS Excellency the Governor in Executive Council has approved the appointment of Harold John Poole, of Geraldton, and Major Lockier Logue, of Walk-away, as Inspectors in an honorary capacity under the Fisheries Act, 1905-1951.

A. J. FRASER,  
Superintendent of Fisheries.

Fisheries Department,  
Perth, 17th December, 1953.

HIS Excellency the Governor in Executive Council has approved the appointment of Albert James Sibley and Norman Edward King, both of Yealering, as Wardens in an honorary capacity under the Fauna Protection Act, 1950.

A. J. FRASER,  
Superintendent of Fisheries.

#### TRANSFER OF LAND ACT, 1893-1950.

Application 4173/1952.

TAKE notice that Lionel Robert Duncan of Geraldton Grazier 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 Victoria District and being:—

Victoria Locations 92 93 68 94 and 134 containing in all 206 acres 3 roods 20 perches.

Bounded by lines commencing at the Southern corner of Victoria Location 970 and extending North-Easterly 30 chains along the South-Eastern boundary of the said Location 970 thence South-Easterly 69 chains along the South-Western boundaries of Victoria Locations 97 96 95 145 and 146 thence South-Westerly 29 chains 96 and five-tenths links along a North-Western boundary of new road thence North-Westerly 69 chains along a North-Eastern boundary of Company Road 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 26th day of January 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 10th day of December, 1953.

Joseph, Muir & Williams, Solicitors, 98 St. George's Terrace, Perth, Solicitors for the Applicant.

#### TRANSFER OF LAND ACT, 1893-1950.

Application 460/1952.

TAKE notice that Thos. Hayward Pty. Ltd. of Stephen Street Bunbury 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 Bunbury District and being:—

Portion of Bunbury Town Lot 6 containing 19 and nine-tenths perches.

Bounded by lines commencing at the Eastern corner of Bunbury Town Lot 7 and extending North-Westerly 1 chain 50 links along its North-Eastern boundary thence North-Easterly 83 links along the South-Eastern boundary of Bunbury Town Lot 8 thence South-Easterly 1 chain 50 links through the said lot 6 parallel to the first described boundary thence South-Westerly 83 links along a North-Western boundary of Ommanney Street 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 20th day of January 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 4th day of December, 1953.

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

#### 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:—

##### CARNARVON.

6th January, 1954, at 11 a.m., at the Court House—  
‡Carnarvon—\*‡575, 5a. 1r. 11p., £50.

##### KATANNING.

7th January, 1954, at 3.30 p.m., at the Rural and Industries Bank—

‡Gnowangerup—Town 49, 1r., £20; 50, 1r., £25.  
‡Ongerup—Town 77, 1r. £25; 78, 1r., £20; 79, 1r., £20.  
‡Tambellup—Town 263, 1r. 6p., £17; 264, 1r. 6p., £17.

##### NARROGIN.

7th January, 1954, at noon, at the Government Land Agency—

‡Popanyinning—\*‡129, 13a. 0r. 10p., £20.

##### WAGIN.

12th January, 1954, at 11 a.m., at the Government Land Agency—

‡Newdegate—Town 48, 1r., £30; 49, 39.1p., £40.

##### GERALDTON.

13th January, 1954, at 3.15 p.m., at the Rural and Industries Bank—

‡Mullewa—Town 162, 1r., £25.

##### SOUTHERN CROSS.

13th January, 1954, at 3 p.m., at the Mining Registrar—

‡Bullfinch—Town 84, 1r., £20; 85, 1r., £20.

##### NORTHAM.

14th January, 1954, at 11.30 a.m., at the Court House—

‡Korrellocking—Town 103, 1r. 16p., £12.  
‡Mukinbudin—Town 3, 1r., £30.  
‡Northam (Avon)—27570, 1r., £25.

\*Suburban for Cultivation.

‡ Section 21 of the regulations does not apply.

‡All marketable timber 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.  
Bennett, E. E.; 347/8018; Oldfield 266; abandoned; 1605/48; 432/80.  
Hitchins, F. E.; 57/367; Plantagenet 5079; conditions; 3841/29; 445/80, AB2.

Mulligan, W. G.; 347/4801; Murray, 1326; conditions; 5995/47; 380B/40, D1 and 341C/40, D4.  
 Nelson, B. A.; 68/3198; Wickepin A.A. 464; conditions; 1730/31; 378C/40.  
 Nelson, B. A.; 68/3958; Wickepin A.A. 472; conditions; 1532/33; 378C/40.  
 Yates, E.; 74/1678; Avon 26886; conditions; 519/33; 54/80.  
 Yates, E.; 68/3898; Avon 26659; conditions; 518/33; 54/80.  
 Duckett, J.; 347/8714; Plantagenet 5936; conditions; 4275/52; 452C/40.  
 Emery, H.; P.779; Nelson 12063; abandoned; 3835/50; 439C/40.  
 King, H. H.; 392/539; Melbourne; conditions; 766/08; 62/80.  
 Greenwell, L. H.; 347/8489; Sussex 3926; abandoned; 2413/52; 440B/40.  
 Mann, F. R.; 395/935; Edjudina; abandoned; 3261/48; 34/300.  
 Preston, J. C.; 349/442; Plantagenet 5019; conditions; 6479/50; 445/80.  
 Rowe, J. L.; 347/8304; Melbourne 3579; abandoned; 4912/49; 58/80.  
 Sorensen, D.; 342/1974; Kalamunda "D" 370; conditions; 4183/48; —.  
 Young, R.; 347/7916; Plantagenet 853; conditions; 7979/50; 451C/40.

H. E. SMITH,  
 Under Secretary for Lands.

**BUSH FIRES ACT, 1937-1950.**  
 Suspension of Prohibited Times.

Department of Lands and Surveys,  
 Perth, 16th December, 1953.

Corres. No. 589/40.

IT is hereby notified, for general information, that the Hon. Minister for Lands has approved under section 9 (3) (c) of the Bush Fires Act, 1937-1950, of the suspension of the prohibited times declared for the Irwin Road District in Zone 1C, so far as the declaration applies to lands within the Townsites of Dongara and Denison, in order that burning may be carried out on the land within the Townsites for the purpose of reducing or abating fire hazards.

H. E. SMITH,  
 Under Secretary for Lands.

**BUSH FIRES ACT, 1937-1950.**  
 Suspension of Prohibited Times.

Department of Lands and Surveys,  
 Perth, 11th December, 1953.

Corres. No. 745/43.

IT is hereby notified for general information that the Hon. Minister for Lands acting pursuant to the powers conferred by section 9, subsection (3), of the Bush Fires Act, 1937-1950, has approved of the suspension of all declarations of prohibited times made under section 9, subsection (1), of the said Act so far as such declarations extend to any land used for railway purposes by the Midland Railway Company of Western Australia Limited for the period from the 9th December, 1953, to the 31st December, 1953, inclusive. Any burning undertaken on railway land under the provisions of this suspension shall be subject to the following conditions:—

At least three men shall be constantly in attendance at every fire until it has been completely extinguished, including all smouldering logs, timber, disused sleepers and other inflammable material.

Each man shall be provided with a heavy fire rake and each three men with at least one knapsack spray with sufficient water for its operation.

Any burning carried out by the Company under the provisions of this suspension shall comply with all other relevant provisions of the Bush Fires Act, 1937-1950.

H. E. SMITH,  
 Under Secretary for Lands.

**BUSH FIRES ACT, 1937-1950.**

Suspension of Prohibited Times.

Department of Lands and Surveys,  
 Perth, 11th December, 1953.

Corres. No. 271/38, Vol. 2.

IT is hereby notified, for general information, that the Hon. Minister for Lands, acting under the powers conferred by section 9, subsection (3), of the Bush Fires Act, 1937-1950, has approved of the suspension of all declarations of prohibited times made under section 9, subsection (1), of the said Act so far as such declarations extend to any land used for railway purposes in the road districts and municipalities mentioned and for the periods stated in the Schedule hereunder. Any burning undertaken on railway land under the provisions of this suspension shall be subject to the following conditions:—

At least three men shall be constantly in attendance at every fire until it has been completely extinguished, including all smouldering logs, timber, disused sleepers, and other inflammable material.

Each man shall be provided with a heavy fire rake and each three men with at least one knapsack with sufficient water for its operation.

The burning shall comply with all other relevant provisions of the Bush Fires Act, 1937-1950.

H. E. SMITH,  
 Under Secretary for Lands.

**Schedule.**

Road Board District, Period of Suspension  
 (from and to—both inclusive).

Armada-Kelmscott; 25/12/53—15/1/54.  
 Albany; 25/12/53—15/1/54.  
 Augusta-Margaret River; 25/12/53—15/1/54.  
 Balingup; 25/12/53—15/1/54.  
 Bridgetown; 25/12/53—15/1/54.  
 Busselton; 25/12/53—15/1/54.  
 Cranbrook; 25/12/53—15/1/54.  
 Manjimup; 25/12/53—15/1/54.  
 Murray; 25/12/53—15/1/54.  
 Plantagenet; 25/12/53—15/1/54.  
 Preston; 25/12/53—15/1/54.  
 Serpentine-Jarrahdale; 25/12/53—15/1/54.

**BUSH FIRES ACT, 1937-1950.**

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,  
 Perth, 15th December, 1953.

Corres. No. 977/41.

IT is hereby notified, for general information, that the following road board has appointed the under-mentioned Bush Fire Control Officer in its district.

Road Board and Control Officer.

Kondinin—D. B. Munday.

H. E. SMITH,  
 Under Secretary for Lands.

**BUSH FIRES ACT, 1937-1950.**

Declaration of Approved Areas under Section 35A.

I, ERNEST KNIGHT HOAR, Minister for Lands, and the Minister of the Crown for the time being charged with the administration of the Bush Fires Act, 1937-1950, in pursuance of the powers conferred by section 35A of the said Act, do hereby declare the South ward of the Rockingham Road District to be an approved area for the purposes of sections 35A and 35B of the said Act.

Dated at Perth this 11th day of December, 1953.

E. K. HOAR,  
 Minister for Lands.

**BUSH FIRES ACT, 1937-1950.**

Prohibited Times—Postponement of Commencing Date.

Department of Lands and Surveys,  
Perth, 11th December, 1953.

Corres. No. 270/38, Vol. 5.

IT is hereby notified, for general information, that the Hon. Minister for Lands has approved, pursuant to the powers contained in section 9 (4) of the Bush Fires Act, 1937-1950, of the commencing date of the prohibited burning times declared for the Murray Road District being postponed from the 15th December, 1953, to the 22nd December, 1953.

H. E. SMITH,  
Under Secretary for Lands.

**LAND ACT, 1933-1950.**

Part V—Divisions 1 and 4.

Special Settlement Lands.

Open Wednesday, 3rd February, 1954.

Department of Lands and Surveys,  
Perth, 15th December, 1953.

Corres. No. 3739/40, Vol. 2.

IT is hereby notified, for general information, that Plantagenet Locations 6009 to 6020 inclusive 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 under the said Act as modified by the special conditions set out hereunder.

These locations are available for selection subject to survey and priced as set out hereunder, and selection is limited to one location to each applicant. Applications should be lodged at the Department of Lands and Surveys, Perth, on or before Wednesday, 3rd February, 1954, accompanied by the necessary deposit.

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

**Special Conditions.**

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 sufficient to establish pasture.

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

**Schedule.**

Location, Area, Price per Acre,  
Deposit Required.

- 6009; about 360 acres; 17s. 6d. (ex survey fee); £7 3s. 9d.  
6010; about 345 acres; 17s. (ex survey fee); £7 3s. 9d.  
6011; about 370 acres; 17s. (ex survey fee); £7 3s. 9d.  
6012; about 310 acres; 19s. (ex survey fee); £7 3s. 9d.  
6013; about 290 acres; £1 (ex survey fee); £6 5s.  
6014; about 280 acres; 19s. 6d. (ex survey fee); £6 5s.  
6015; about 280 acres; 19s. 6d. (ex survey fee); £6 5s.  
6016; about 280 acres; 19s. 6d. (ex survey fee); £6 5s.  
6017; about 280 acres; 18s. (ex survey fee); £6 5s.  
6018; about 370 acres; 15s. 6d. (ex survey fee); £7 3s. 9d.  
6019; about 280 acres; 18s. 6d. (ex survey fee); £6 5s.  
6020; about 240 acres; £1 (ex survey fee); £6 5s.

H. E. SMITH,  
Under Secretary for Lands.

**LOST CASH ORDERS.**

Department of Lands and Surveys,  
Perth, 11th December, 1953.

Corr. 794/38.

IT is hereby notified that the undermentioned cash orders have been lost or destroyed. Payment has been stopped, and it is intended to issue orders in lieu thereof:—

Cash Order No., Amount, Drawn By, In Favour Of.  
22300; £9 12s.; L. M. White; R. Gwynne.  
22486; £19 11s. 8d.; C. Cameron; S. Gugiatti.

H. E. SMITH,  
Under Secretary for Lands.

**ERRATUM.**

Department of Lands and Surveys,  
Perth, 17th December, 1953.

IN a notice appearing in the *Government Gazette* of 11th December, 1953, page 2441, in connection with Hannans Suburban Lot 145, for "Suburban for Cultivation" read "Town" and for "3 acres 0 roods 31 perches" read "1 rood."

H. E. SMITH,  
Under Secretary for Lands.

**APPLICATIONS FOR LEASING.**

Department of Lands and Surveys,  
Perth, 15th December, 1953.

Corres. No. 4207/20.

APPLICATIONS are invited for leasing York Suburban Lot 32 for the purpose of Gardening under section 117 of the Land Act, 1933-1950, for a term of ten (10) years at a rental of two pounds (£2) per annum, subject to the following conditions:—

(a) No compensation will be payable for improvements effected by the lessee and existing at the expiration or earlier determination of the lease.

(b) The lessee shall pay all rates and taxes.

Applications, accompanied by a deposit of £3 must be lodged at the Lands and Surveys Department, Perth, on or before Wednesday, 13th January, 1954.

In the event of there being more applications than one for leasing this lot, the application to be granted shall be decided by the Land Board.

(Plan York.)

H. E. SMITH,  
Under Secretary for Lands.

**LAND OPEN FOR PASTORAL LEASING.**

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

**WEDNESDAY, 13th JANUARY, 1954.**

Eastern Division—Ngalbain District.

Corres. No. 993/44. (Plan 39/80.)

IT is hereby notified, for general information, that an area of about 20,000 acres, excluding roads and reserves, and being the land contained within B. A. Prior's late lease 395/904, will be available for pastoral leasing on and after Wednesday, 13th January, 1954, subject to payment for improvements, if any.

Eastern Division—Ngalbain District.

Corres. No. 3138/40. (Plan 39/80.)

IT is hereby notified, for general information, that an area of about 30,000 acres, being the land contained within B. A. Prior's late lease 395/860, will be available for pastoral leasing on and after Wednesday, 13th January, 1954, subject to payment for improvements, if any.

Eastern Division—Ngalbain District.

Corres. No. 224/45. (Plan 39/80.)  
 IT is hereby notified, for general information, that an area of about 20,000 acres, being the land contained within B. J. Prior's late lease 395/903, will be available for pastoral leasing on and after Wednesday, 13th January, 1954, subject to payment for improvements, if any.

Eastern Division—Jaurdi District.

Corres. No. 4634/53. (Plan 50/80.)  
 IT is hereby notified, for general information, that an area of about 74,000 acres, bounded by lines commencing at the North-East corner of lease 395/960 and extending South about 547 chains to the Northern boundary of reserve 17101; thence East about 40 chains, South about 70 chains, East about 28 chains to the Great Eastern railway; thence East along the said railway to the Western

boundary of reserve 10112; thence North about 450 chains to the Southern boundary of lease 395/881; thence West about 320 chains, South about 22 chains, West about 178 chains, North about 197 chains, West about 1,150 chains, South about 146 chains to the Northern boundary of reserve 8479; thence East about 35 chains, South about 40 chains, and East about 590 chains to the starting point, will be available for pastoral leasing on and after Wednesday, 13th January, 1954.

Eastern Division—Hampton District.

Corres. No. 4314/53. (Plan 73/80.)  
 IT is hereby notified, for general information, that all vacant land on Public Plan 73/80 will be available for pastoral leasing on and after Wednesday, 13th January, 1954.

H. E. SMITH,  
 Under Secretary for Lands.

LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,  
 Perth, 3rd December, 1953.

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 seven days between the closing date and the sitting of the Board.

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

OPEN ON AND AFTER WEDNESDAY, 6th JANUARY, 1954.

SCHEDULE No. 1.

Location No.	Area.	Price per Acre.	Plan.	Corres. No.	Classification File.	Deposit Required.
Avon 12176(g) ....	a. r. p. abt. 300 0 0	£ s. d. 0 7 9 (ex. survey fee)	25/80 C. 1 & 34/80 C. 4	8531/08 V. 3	....	£ s. d. 6 5 0
Avon 23833(h) ....	abt. 3500 0 0	0 6 3 (ex. survey fee)	345/80 B. & C. 3 & 4	7447/51	} 7447/51 p. 19 } 500/26 p. 7 }	18 16 3
Avon 24765(k) ....	abt. 216 0 0	Subject to pricing	25/80 B. & C. 1	4267/22 V. 3		Subject to classification
Avon 27547(e) ....	40 0 0	2 10 0	3A/40 A. 2	8674/00	....	1 5 0
Hay 951(i) (as amended)	123 0 18	Subject to pricing	452D/40 A. 4	7928/50	Subject to classification	4 18 9
Nelson 10291(a) (l)....	196 3 15	1 3 0	442C/40 E. & F. 4	519/53	259/37 p. 29	1 8 8
Peel Estate Lot 1115(b) (e)(f)	0 0 28.5	2 0 0 (Purchase Price)	341D/40 B. 1	2536/53	....	2 5 0
Peel Estate Lot 1118(b) (e)(f)	1 1 10.7	10 0 0 (Purchase Price)	341D/40 B. 1	2536/53	....	1 5 0
Plantagenet 2259(a) (e)(f)	5 0 0	2 8 6	457A/40 B. 1	1901/27	1901/27 p. 5	1 9 3
Plantagenet 4769(a) (f)....	5 3 14	9 0 0 (Purchase Price)	452C/40 D. 4	3086/48	....	1 3 0
Roe 1701(a) ....	1760 1 28	0 9 6	345/80 F. 3	3315/53	4570/27 p. 31	2 5 11
Roe 1702(a) ....	1666 1 36	0 9 9	345/80 F. 3	3315/53	4570/27 p. 32	2 5 11
Williams 10296(a) ....	239 3 39	0 16 3	384B/40 F. 2 & 385A/40 A. 2	136/51	136/51 p. 3	1 10 6
Yilgarn 374(a) (c)....	3961 3 32	0 2 9	54/80 D. & E. 3 & 4	4250/29	981/26 p. 8	2 18 3
Yilgarn 396(a) (c)....	2505 0 24	0 2 9	54/80 D. & E. 3 & 4	4250/29	5988/27 p. 6	2 13 0
Yilgarn 380(c) (d)....	2143 0 12	0 3 0	54/80 E. 4	4020/53	981/26 p. 12	2 10 0
Yilgarn 1059(a) (c)....	1106 1 14	0 3 3	54/80 F. 3 & 4	3979/28	....	2 1 0
Yilgarn 1060(a) (c)....	1014 0 1	0 3 3	53/80 A. 3 & 4 & 54/80 F. 3 & 4	3979/28	....	2 1 0



## SCHEDULE No. 2.

District.	Description.	Plan.	Corres. No.	Deposit required.
Melbourne(k) ....	The area of about 1,000 acres bounded by Melbourne Location 1422, the westernmost boundary of Location 2084 and its prolongation southward and Roads Nos. 4306 and 3261	57/80 C. 3	3403/53	£ s. d. 10 11 3
Nelson(j) ....	That portion of Pastoral Lease 392/477 containing about 1,000 acres and bounded by lines commencing at the north-west corner of Nelson Location 1502 and extending north about 70 chains; thence east about 146 chains; thence south about 70 chains to the north-east corner of Location 1502 and west along the northern boundary of that location to the starting point	443/80 E. 3	8083/07	11 10 0
Plantagenet(k) (m) ....	The area of about 2,000 acres bounded by lines commencing at the north-east corner of Plantagenet Location 4768 and extending north along the western boundary of Class A Reserve No. 14943 to and along the right bank of the Eyre River to a northern boundary of former Pastoral Lease 392/437; thence west about 160 chains; thence south about 160 chains; thence east about 100 chains to the westernmost boundary of Location 4768; thence north and east respectively along boundaries of the said location to the starting point	446/80 E. 4	8695/07	14 10 0
Sussex(k) ....	The area of about 235 acres bounded by Sussex Locations 2483 and 2484, the east side of the Blackwood River and by the prolongation west of the southern boundary of Location 2484	440D/40 C. 4	3955/30	6 5 0
Sussex(k) ....	The area of about 235 acres (including Sussex Location 2945) bounded by Locations 1729, 1728, 2101, 1730, 4007, a north-east boundary of Location 2940 and a line extending north from the northernmost corner of the last mentioned location	440A/40 B. 1	1644/23	6 5 0
Victoria(k) ....	All vacant Crown land on Public Plan 126C/40 ....	126C/40 D. E. F. 3 & F. 4	1893/53	17 10 0 (For 3,000 acres) 22 7 6 (For 5,000 acres)

## OPEN ON AND AFTER WEDNESDAY, 27th JANUARY, 1954.

Location.	Area.	Plan.	Corres. No.	Deposit required
	a. r. p.			£ s. d.
Kent 1327(k) ....	1625 0 0	435/80 B. C. D. 2 & 3	1738/51	13 18 9
Kent 1328(k) ....	2100 0 0	435/80 B. C. D. 2 & 3	1738/51	16 0 0
Kent 1329(k) ....	1675 0 0	435/80 B. C. D. 2 & 3	1738/51	13 18 9
Kent 1330(k) ....	2300 0 0	435/80 B. C. D. 2 & 3	1738/51	16 0 0
Kent 1331(k) ....	2450 0 0	435/80 B. C. D. 2 & 3	1738/51	16 0 0
Kent 1332(k) ....	2620 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1333(k) ....	2620 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1334(k) ....	840 0 0	435/80 B. C. D. 2 & 3	1738/51	10 0 0
Kent 1335(k) ....	900 0 0	435/80 B. C. D. 2 & 3	1738/51	10 0 0
Kent 1336(k) ....	160 0 0	435/80 B. C. D. 2 & 3	1738/51	4 18 9
Kent 1337(k) ....	2640 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1338(k) ....	2660 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1339(k) ....	2660 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1340(k) ....	2570 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1341(k) ....	2570 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1342(k) ....	2600 0 0	435/80 B. C. D. 2 & 3	1738/51	17 10 0
Kent 1343(k) ....	2420 0 0	435/80 B. C. D. 2 & 3	1738/51	16 0 0
Kent 1344(k) ....	2450 0 0	435/80 B. C. D. 2 & 3	1738/51	16 0 0
Kent 1345(k) ....	1500 0 0	435/80 B. C. D. 2 & 3	1738/51	13 3 9
Kent 1346(k) ....	60 0 0	435/80 B. C. D. 2 & 3	1738/51	4 3 9

- (a) Subject to exemption from Road Rates for two years from date of approval of application.  
 (b) Subject to payment for improvements.  
 (c) Subject to mining conditions.  
 (d) Subject to Rural and Industries Bank indebtedness.  
 (e) Available to adjoining holders only.  
 (f) Available under Section 53 of the "Land Act, 1933-1950."  
 (g) Subject to survey and to provision of a two chain road widening along the eastern boundary.  
 (h) Subject to survey and provision of any necessary roads.  
 (i) Subject to classification, pricing and any necessary survey.  
 (j) Subject to survey, pricing and the provisions of Section 109B of the "Land Act, 1933-1950."  
 (k) Subject to survey, classification, pricing and provision of any necessary roads.  
 (l) Subject to special conditions which govern selection in this District.  
 (m) Subject to the provision of a reserve along the bank of the Eyre River, if required.

**METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE ACT, 1909-1951.**

Water Supply, Sewerage  
and Drainage Department,  
Perth, 4th December, 1953.

Ex. Co. No. 2379.

HIS Excellency the Governor in Executive Council, acting under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1951, has been pleased to approve of the amendment, in the manner mentioned in the Schedule hereunder of the by-laws made by the Minister and published in the *Government Gazette* on the 26th day of January, 1945, and amended from time to time thereafter.

B. J. CLARKSON,  
Under Secretary.

**Schedule.**

By-law 268 of the abovementioned by-laws is amended—

- (a) by deleting the words "Proportion of Allowance Supplied" from the heading and substituting the words "Allowance for rates";
- (b) by deleting all words in lines six, seven and eight and substituting the words "of the rate paid by him as provided in by-law 267 of these by-laws".

Approved by His Excellency the Governor in Executive Council this 4th day of December, 1953.

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

**METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.**

M.W.S. 1699/53.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area No. 11, Claremont, within the boundaries of the Nedlands Road District, to serve lot 1, Victoria avenue, corner of Watkins Road, and lot 2, Victoria Avenue.

The owner of the above properties is hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect his premises to the sewers within 30 days from date of service of prescribed notice; and is also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st March, 1954, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st March, 1954, rates will be charged from date of connection.

A plan of the works to be carried out at each property must first be obtained from the Department.

Dated this 18th day of December, 1953, at the office of the Department, St. George's Place, Perth.

B. J. CLARKSON,  
Under Secretary.

**METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.**

M.W.S. 1592/53.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area No. 32, Subiaco, within the boundaries of the City of Perth, to serve lot 1038, Gregory Street.

The owner of the above property is hereby notified that such property is capable of being connected to the sewer and must, therefore, connect his premises to the sewers within 30 days from date of service of prescribed notice, and is also notified that sewerage rates will, in accordance with the

by-laws, be enforced from 1st March, 1954, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st March, 1954, rates will be charged from date of connection.

A plan of the works to be carried out at the property must first be obtained from the Department.

Dated this 18th day of December, 1953, at the office of the Department, St. George's Place, Perth.

B. J. CLARKSON,  
Under Secretary.

**MUNICIPAL CORPORATIONS ACT, 1906-1947.  
Municipal Elections.**

Local Government Department,  
Perth, 11th December, 1953.

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

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

**Carnarvon Municipal Council.**

- ; 28/11/53; Newbey, R. Harold; Manager; (a); L. Marsh; —.
- ; 28/11/53; Reynolds, Keith; Planter; (a); A. George; —.
- ; 28/11/53; \*Orr, Thomas Esperance B.; Manager; (b); R. G. Iles; —.

**Cottesloe Municipal Council.**

- South; 28/11/53; Harvey, Cecil Leonard; Journalist; (a); C. L. Harvey; unopposed.
- East; 28/11/53; Youngberg, Roland Oscar; Inspector; (a); G. M. Barter; unopposed.
- Central; 28/11/53; Evans, John Melville; Business Proprietor; (a); R. O. Youngberg; —.
- North; 28/11/53; Hubbard, Vern; Newsagent; (a); Geo. Totterdell; —.
- ; 28/11/53; \*Gadsdon, Laurence Percival; Business Manager; (a); L. P. Gadsdon; unopposed.
- ; 28/11/53; †Stacey, Charles A. K.; Auditor; (a); C. A. K. Stacey; unopposed.

**East Fremantle Municipal Council.**

- Central; 14/11/53; Glasson, William; Retired; (a); W. Glasson; unopposed.
- West; 14/11/53; MacKenzie, James Patrick; Cradleman; (a); J. P. MacKenzie; unopposed.
- East; 14/11/53; Lee, Frederick Herbert Edward; Director; (a); F. H. E. Lee; unopposed.
- North; 14/11/53; Connell, Alexander Robert; Hotel Proprietor; (a); A. L. Gamble; unopposed.
- ; 14/11/53; \*Wauhup, William; Licensing Magistrate; (a); W. Wauhup; unopposed.
- ; 14/11/53; †Hugall, Charles Blee; Accountant; (a); C. B. Hugall; unopposed.
- East; 28/11/53; Anderson, Marcus Alexander George; Teacher; (b); E. I. Chapman; —.

**Kalgoorlie Municipal Council.**

- ; 28/11/53; Alman, Lewis Arthur; Painter; (a); L. A. Alman; unopposed.
- ; 28/11/53; Barnett, William Alfred; Secretary; (a); W. A. Barnett; unopposed.
- ; 28/11/53; Boyd, Donald; Taxi Proprietor; (a); J. Flett; —.
- ; 28/11/53; Hartrey, Thomas Augustine; Solicitor; (a); G. H. Dally; —.
- ; 28/11/53; \*Moore, Richard Greenslade; Retired Coach Builder; (a); R. G. Moore; unopposed.
- ; 28/11/53; †Friend, John Nicol; Accountant; (a); J. N. Friend; unopposed.

**Midland Junction Municipal Council.**

- West; 28/11/53; Eddison, Jack; Cartage Contractor; (a); A. J. Williams; —.
- East; 28/11/53; Pettit, Stanley Edward; Head Shunter; (a); J. Holwill; —.

North; 28/11/53; Cant, Charles Leonard; Produce Merchant; (a); G. A. Gilbert; —.  
 —; 28/11/53; \*Cole, James Howard; Iron Turner; (a); J. H. Cole; —.  
 —; 28/11/53; †McCue, Thomas Alfred; Public Accountant; (a); T. A. McCue; unopposed.

Narrogin Municipal Council.

—; 14/11/53; Smith, Harry Ross; Agent; (b); R. H. Norrish; unopposed.  
 —; 14/11/53; Dawson, Allan Vincent; Undertaker; (b); G. S. Mackie; unopposed.  
 —; 28/11/53; Smith, Joseph Worley; Agent; (a); R. E. Phillips; —.  
 —; 28/11/53; Nicholson, Robert George Francis; Accountant; (a); R. G. F. Nicholson; —.  
 —; 28/11/53; James, William Carter; Undertaker; (a); W. C. James; —.  
 —; 14/11/53; \*Hogg, Thomas Naylor; —; (a); T. N. Hogg; unopposed.  
 —; 14/11/53; †Brannelly, Leslie Keegan; —; (a); L. K. Brannelly; unopposed.

\* Denotes Mayor.

† Denotes Auditor.

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

MUNICIPAL CORPORATIONS ACT, 1906-1951.

City of Perth.

By-law No. 39 (Buildings)—Amendment.

L.G. 551/53.

IN pursuance of the powers in that behalf contained in the Municipal Corporations Act, 1906-1951, the Lord Mayor and Councillors of the City of Perth hereby order that by-law No. 39 (Buildings) be amended by deleting Schedule 3 and substituting therefor a new Schedule as follows:—

Schedule 3.

Scale of Fees.

Note.—In the interpretation of this Schedule—

- (a) the expression "Floor Area" applied to a building shall mean the aggregate superficial areas of so many horizontal sections thereof as there are floors in the said building. The horizontal section of each floor shall be made at the point of the greatest surface dimensions, inclusive of external walls and of such portions of the party walls as belong to the building, and also of all verandah and balcony floors, covered ways, and light courts;
- (b) the expression "Square" applied to the measurement of the area of a building, means the area of 100 superficial feet.

	£	s.	d.
1. For application form in every case	1	0	
2. For a license for a new building—			
(a) For each square or portion of a square up to 50 squares (with a minimum fee of £1) .....	6	0	
(b) For each additional square or portion of a square up to 100 squares .....	5	0	
(c) For each additional square or portion of a square in excess of 100 squares .....	4	0	
3. For a license for alterations or additions to an existing building—			
(a) For each square or portion of a square up to 100 squares (with a minimum fee of £1) .....	4	0	
(b) For each additional square or portion of a square in excess of 100 squares .....	2	6	
(c) For cutting an opening in an external, internal or party wall when no other work is undertaken at the same time .....	15	0	
4. For a license for the construction of a furnace chimney shaft or shaft for ventilation or for any other purpose (in addition to the fee for any other work undertaken at the same time)—			
(a) If the height does not exceed 75ft. ....	3	0	0

	£	s.	d.
(b) If the height exceeds 75ft. but does not exceed 100ft. ....	4	0	0
(c) If the height exceeds 100ft. for every additional 10ft. or portion of 10ft. ....	12	0	
5. For a license to carry a flue from an oven, stove, steamboiler, furnace or close fire into an existing flue .....	1	0	0
6. For examination and report on preliminary plans—25 per cent. of the fee for a license to carry out the work described in such plans.			
7. For a license to instal new shop front—			
(a) If no structural alteration is required .....	1	10	0
(b) If new girders or columns are required, for each foot thereof (with a minimum fee of £3) .....	1	6	
8. For a license for a verandah awning over a footway, for each lineal foot measured along the frontage of the building (with a minimum fee of £1)	1	0	
9. For a license to erect a tent, for each week or part of a week .....	1	0	0
10. For survey and report on a dangerous structure .....	3	0	0
11. For a license to construct stairs—per storey .....	1	10	0
12. For computations—			

(1) In the case of a building of reinforced concrete or steel-framed construction—

(a) If the cost of the building does not exceed £10,000—one-tenth of one per cent. of such cost.

(b) If the cost of the building exceeds £10,000—£10 plus £1 or one twenty-fifth of one per cent. of the sum by which the cost exceeds £10,000 whichever is the greater.

(2) In the case of buildings of brick or stone in which the floors are carried by internal pillars or columns:—

(a) If the cost of the building does not exceed £10,000—one-fifteenth of one per cent. of such cost.

(b) If the cost of the building exceeds £10,000—£6 13s. 4d. plus one thirteenth of one per cent. of the sum by which the cost exceeds £10,000.

(3) For reinforced concrete or fire-resisting floors, including girders and beams .....

(4) For reinforced concrete or fire-resisting floors without girders or beams .....

And by deleting clause 79 (license to deposit building material on street) and Schedule No. 7.

Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 17th day of November, 1953.

J. TOTTERDELL,  
 Lord Mayor  
 [L.S.]  
 W. A. McI. GREEN,  
 Town Clerk.

Recommended—  
 (Sgd.) G. FRASER,  
 Minister for Local Government.

Approved by His Excellency the Governor in Executive Council, this 4th day of December, 1953.

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

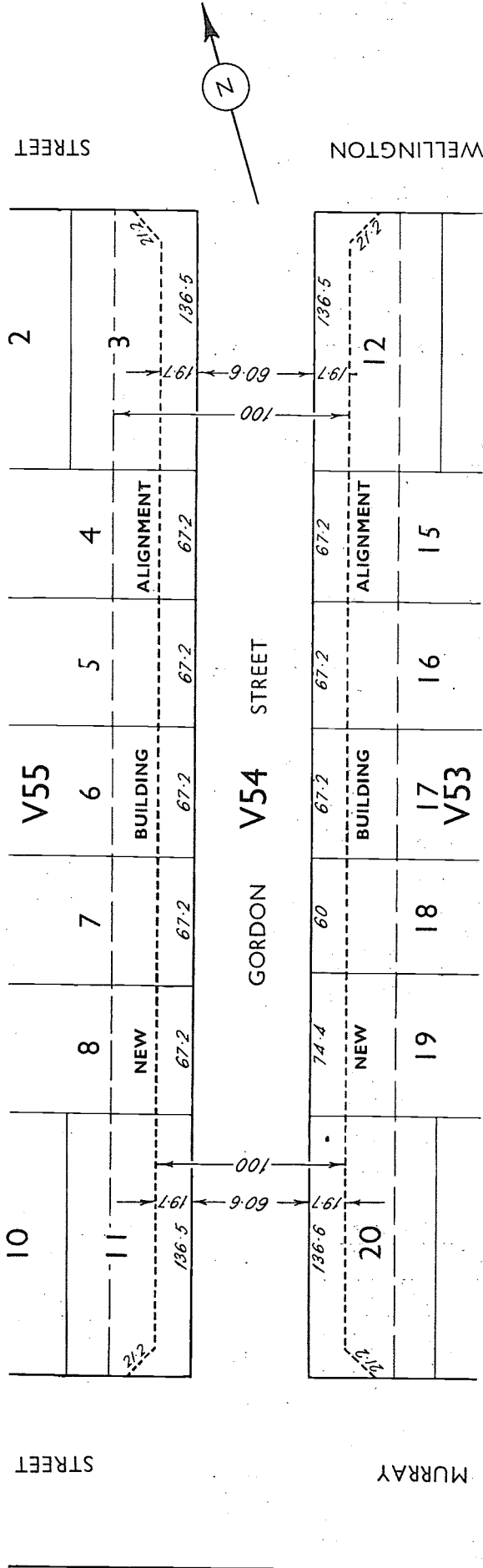
**MUNICIPAL CORPORATIONS ACT, 1906-1951.**  
 The City of Perth.  
 By-law No. 32 (Building Lines).

L.G. 2123/52.

A BY-LAW of the Municipality of the City of Perth made under the provisions of the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925-1926, and numbered No. 32, for the provision of new building lines.

In pursuance of the powers conferred by the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925-1926, the Lord Mayor and Councillors of the City of Perth hereby prescribe a new building line on the Eastern and Western sides of Gordon Street between Wellington Street and Murray Street, as shown on the plan in the Schedule hereto.

Schedule.



Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 5th day of October, 1953.

[L.S.]

J. TOTTERDELL, Lord Mayor.  
 W. A. Mc. I. GREEN, Town Clerk.

Recommended—

(Sgd.) G. FRASER,  
 Minister for Local Government.

Approved by His Excellency the Governor in Executive Council, this 20th day of November, 1953.

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

MUNICIPAL CORPORATIONS ACT, 1906-1951.

The City of Perth.

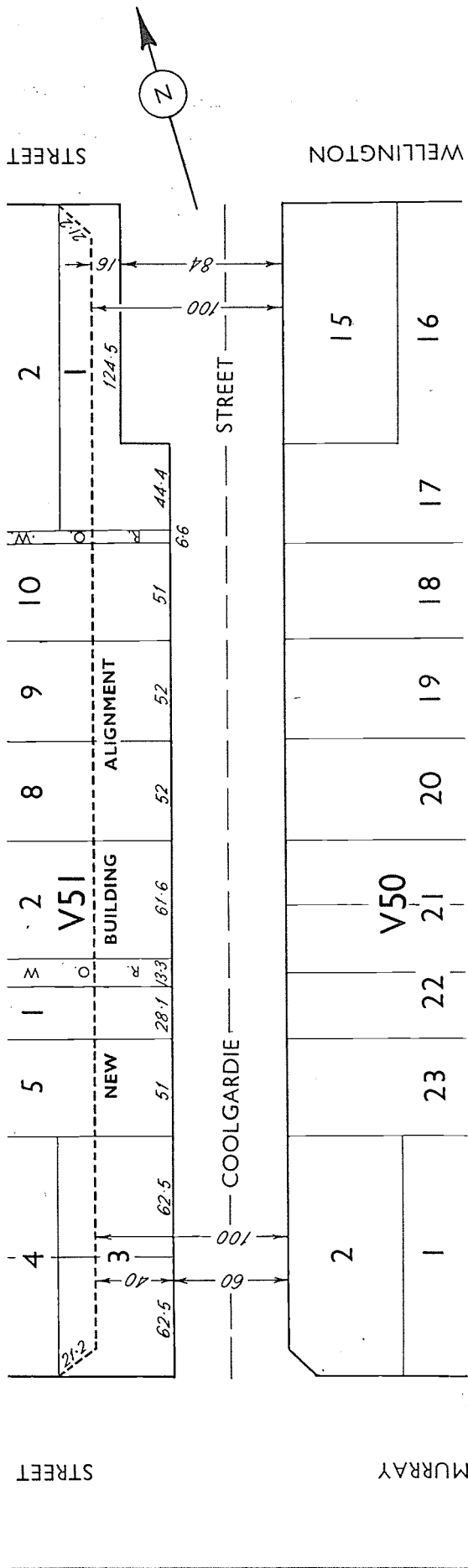
By-law No. 26 (Building Line).

L.G. 2123/52.

A BY-LAW of the Municipality of the City of Perth made under the provisions of the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925-1926, and numbered 26, for the provision of a new building line.

In pursuance of the powers conferred by the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925-1926, the Lord Mayor and Councillors of the City of Perth hereby prescribe a new building line on the West side of Coolgardie Street between Wellington Street and Murray Street, as shown on the plan in the Schedule hereto.

Schedule.



Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 5th day of October, 1953.

J. TOTTERDELL,  
Lord Mayor.  
W. A. McI. GREEN,  
Town Clerk.

Recommended—

(Sgd.) G. FRASER,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council, this 20th day of November, 1953.

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

[L.S.]

MUNICIPAL CORPORATIONS ACT, 1906-1951.

The City of Perth.

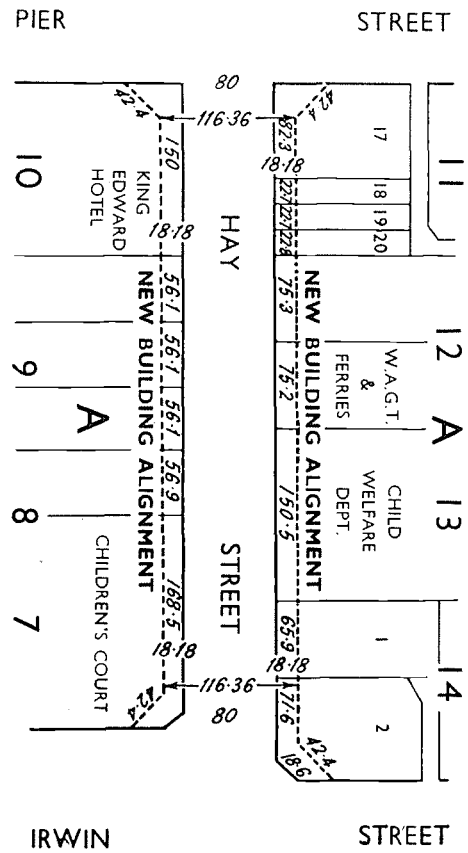
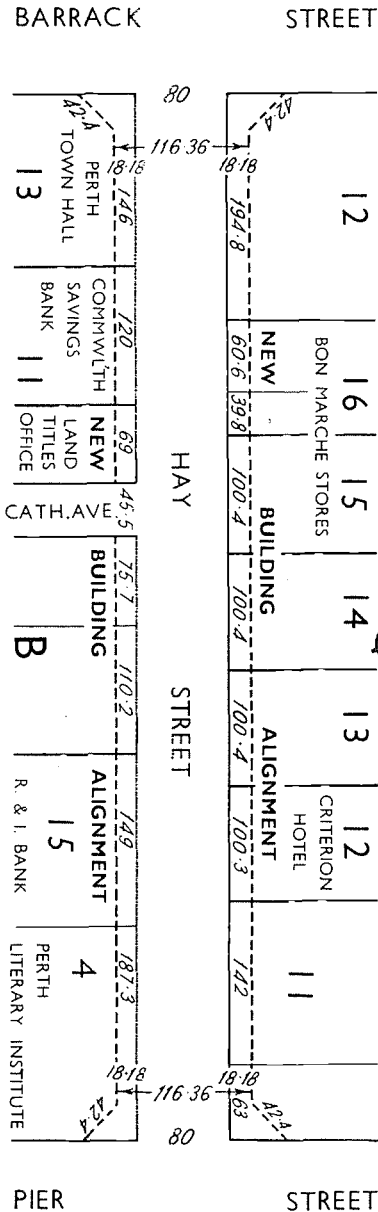
By-law No. 25 (Building Lines).

L.G. 2123/52.

A BY-LAW of the Municipality of the City of Perth made under the provisions of the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925-1926, and numbered No. 25, for the provision of new building lines.

In pursuance of the powers conferred by the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925-1926, the Lord Mayor and Councillors of the City of Perth hereby prescribe a new building line on the North side of Hay Street between Barrack Street and Hale Street and a new building line on the South side of Hay Street between Barrack Street and Bay Street, as shown on the plan in the Schedule hereto.

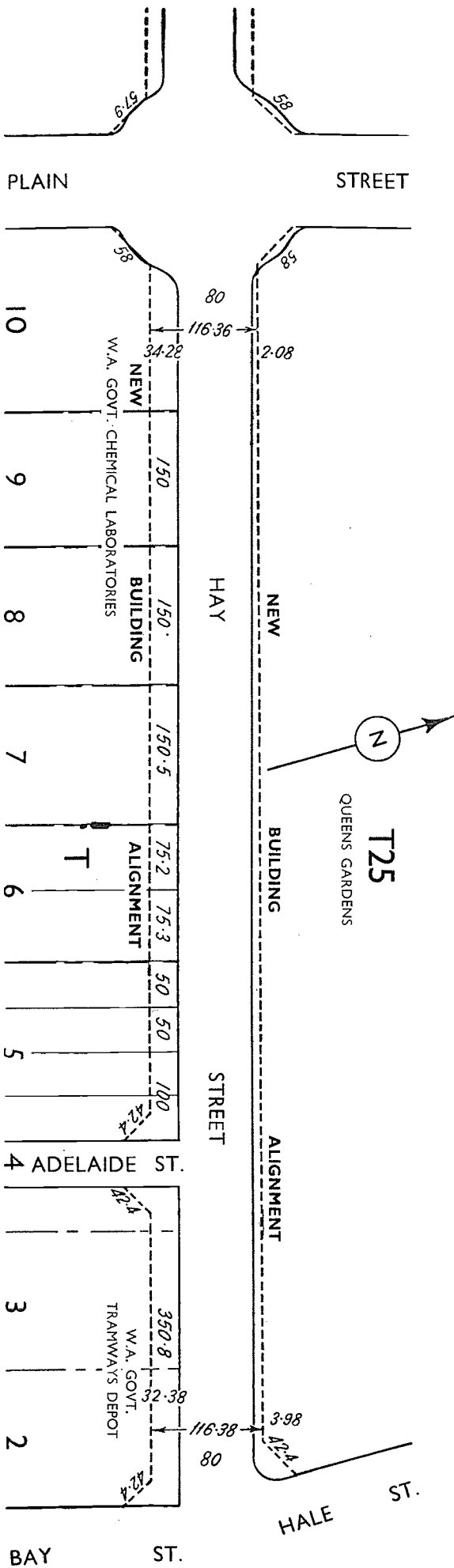
Schedule.











Approved by His Excellency the Governor in Executive Council, this 20th day of November, 1953.

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

Recommended—  
(Sgd.) G. FRASER,  
Minister for Local Government.

Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 5th day of October, 1953.

J. TOTTERDELL,  
Lord Mayor.  
W. A. McI. GREEN,  
Town Clerk.

[L.S.]

## PUBLIC WORKS TENDERS.

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

Northam Gaol—Repairs and Renovations (12327); 22nd December, 1953; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at G.W.S., Northam, on and after 8th December, 1953.

Merredin School—Conversion of Classroom to Science Room (12329); 22nd December, 1953; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, on and after 8th December, 1953.

Shackleton School and Quarters—Repairs and Renovations (12330); 22nd December, 1953; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Court House, Bruce Rock, on and after 8th December, 1953.

Perth Chest Hospital—Air Conditioning (12331); 22nd December, 1953; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 30th November, 1953.

Geraldton Hospital—Hot Water Service (12337); 22nd December, 1953; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 8th December, 1953.

Quairading Police Station and Quarters—Repairs and Renovations; (12332); 12th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Quairading Police Station, on and after the 15th December, 1953.

Kellerberrin School Quarters—Removal from Chandler (12333); 12th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at the Police Station, Kellerberrin, on and after the 15th December, 1953.

Merredin Police Station and Quarters—Repairs and Renovations (12334); 12th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after the 15th December, 1953.

Corrigin School Quarters—Removal from Chandler (12336); 12th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at the Police Station, Corrigin, on and after the 15th December, 1953.

Harrismith School—Removal from Chandler (12335); 12th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after the 15th December, 1953.

Meekatharra—New Large Timber Hospital and Quarters (12328); 19th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, and Mining Registrar's Office, Meekatharra, on and after 8th December, 1953.

Marvel Loch School and Quarters—Repairs and Renovations (12338); 19th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after the 22nd December, 1953.

Katanning School and Quarters—Repairs and Renovations (12339); 19th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and at Clerk of Courts, Katanning, on and after the 22nd December, 1953.

Morawa Police Station and Quarters—Repairs and Renovations (12340); 19th January, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Morawa, on and after the 22nd December, 1953.

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.

R. J. BOND,  
Under Secretary for Works.

18/12/53

## ROAD DISTRICTS ACT, 1919-1951.

Plantagenet Road Board.  
Alteration of Ward Boundaries.  
Notice of Intention.

Department of Local Government,  
Perth, 10th December, 1953.

L.G. 3215/52.

IT is hereby notified, for general information, that it is the intention of His Excellency the Governor, under the provisions of the Road Districts Act, 1919-1951, to re-divide the Plantagenet Road District into wards by severing from the West Ward thereof the area described in the Schedule hereto and creating it as a new ward to be known as the Rocky Gully Ward.

Plans showing the proposed alteration may be seen at the Department of Local Government, 776 Hay Street, Perth.

(Sgd.) G. FRASER,  
Minister for Local Government.

## Schedule.

All that portion of the West Ward, West of a line starting at the South-Western corner of Hay Location 992, a point on the road district boundary, and extending South-Easterly, Southerly, again South-Easterly and Easterly to and along boundaries of locations 2068 and 1155 to a point in prolongation Northerly of the Western boundary of location 904; thence Southerly and Easterly to and along boundaries of locations 904 and 905 to the Western boundary of location 240; thence Southerly along that boundary to the North-Eastern side of road No. 1217 (Rocky Gully-Mount Barker Road); thence South-Easterly along that side to a point in prolongation Northerly of the Eastern boundary of location 449; thence Southerly and Westerly to and along boundaries of locations 449 and 797 to the South-Western corner of the latter location, a point on the Western boundary of late W.A. Land Company's Location 37; thence Southerly along that boundary and onwards to the right bank of the Denmark River; and thence generally Southerly downwards along that bank, terminating at its intersection with the road district boundary.

## GOSNELLS ROAD BOARD.

## Loan Referendum.

IT is hereby notified that a Loan Poll was held on the 5th day of December, 1953, to decide whether or not the Gosnells Road Board should borrow the sum of £4,000 being the proposed loan No. 28 as advertised in the *Government Gazette* on the 23rd October, 1953.

The following was the result of such referendum:—

Yes	....	....	....	....	....	151
No	....	....	....	....	....	349
Informal	....	....	....	....	....	3
Majority against						198

A. A. MILLS,  
Chairman.

## BELMONT PARK ROAD BOARD.

## Dog Pound and Dog Control Officer.

NOTICE is hereby given that the Belmont Park Road Board, pursuant to the provisions of the Dog Act, 1903-1948, has resolved to establish and maintain a pound for the impounding of dogs on lots 735 and 736, L.T.O. Plan 3403, Beechboro Road, Bayswater, and has appointed R. R. Farrell as an officer authorised to act on behalf of the Board in accordance with the provisions of the Dog Act, 1903-1948.

H. L. McGUIGAN,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1951.

## Bayswater Road District.

## Building By-laws.

L.G. 3128/52.

IN pursuance of the powers in that behalf contained in the Road Districts Act, 1919-1951, the Bayswater Road Board makes the following by-laws relating to buildings:—

## Part 1.—Operation and Definition.

## Application.

1. These by-laws shall apply to all lands and buildings within the area of the Bayswater Road District.

## Commencement.

2. These by-laws shall come into operation immediately upon their confirmation and approval by the Governor and publication in the *Government Gazette*.

## Repeal.

3. From the date of coming into operation of these by-laws all building by-laws previously in force for the Bayswater Road Board are thereby repealed.

## Definitions.

4. In these by-laws, subject to the context:—

“Act” means the Road Districts Act, 1919-1951, and amendments.

“Alteration” means any work made or done for any purpose, in or on a building (except that of necessary repairs not affecting the construction of any external cross or party wall), or any change in the purpose for which the building or erection or any part thereof shall be used.

“Apartment” means a room or rooms or part of a building intended or adapted for a separate occupation as a dwelling and includes a flat.

“Apartment building” means a building containing two or more apartments.

“Approved” means approved by the Board in writing or (in case where the surveyor is authorised by the Board to do so), approved by the Surveyor in writing.

“Area” applied to a building means the sum of the superficies of the horizontal sections of each storey made at the point of the greatest surface of each floor, inclusive of the external walls and such portions of the party walls as belong to the building.

“Board” means the Bayswater Road Board.

“Build” means and includes, erect, build or construct, or cause to be erected, built or constructed.

“Building” means and includes, erection, structure, detached room, out-building, hoarding, and every structure of whatever kind capable of affording protection or shelter, either roofed or intended or adapted to be roofed and whether enclosed by roofs or not, and every part of such structure and any addition or alteration thereto.

“Builder” means the master builder or other person employed to execute any work, or, if there is no master builder, or other person so employed, then the owner of the building or other person, for whom or by whose orders such work is to be done.

“Dwelling-house” means a building used or adapted to be used wholly or principally for human habitation.

“District” means the Bayswater Road District.

“External Wall” means the outer wall of a building, not being a party wall, even though it adjoins a wall of another building.

“Fire-resisting” used with reference to any materials, includes (a) brickwork constructed of good bricks well burnt, hard and sound, properly bonded and solidly put together with good lime or cement mortar; (b) any stone suitable for building purposes by reason of its solidity or durability; (c) sheet metals or other similar materials which are in the opinion of the Board, fire-resisting; (d) iron and steel (when used for columns, girders, or wall framing) encased in cement, concrete or other incombustible or non-conducting external coating;

(e) slate, tiles, brick and terra cotta, when used for covering or corbels; (f) concrete when composed of broken bricks, stone chippings or ballast and lime, cement or calcined gypsum.

“Frontage” means the distance measured at right angles to one of the sides of the land from the terminal point thereof to the opposite side, or a continuation of such opposite side.

“Garage” means any building used for the housing of a motor vehicle (not being a garage carried on as a business undertaking).

“Height” in relation to any building means measurement taken from the level of the footway (if any) immediately in front of the centre of the building, or when there is no such footway from the level of the ground before excavation to the level of the ceiling or tie of the topmost storey.

“Height” in relation to storey means—(a) in the case of the topmost storey, the measurement between the floor and the ceiling thereof or between the floor and the undersurface of the tie of the roof, or if there is no tie, then up to the level of half the vertical height of the rafters, or other support of the roof; (b) in the case of every storey other than the topmost storey, the measurements between its floor and the floor above.

“Hoardings” includes any erection or structure erected, built, constructed, or used, or that may be used for the purpose of writing, painting, pasting, or posting thereon notices, advertisements, placards, or other printed, painted or written matter or any erection or structure being of a greater height than six feet from the level of the adjoining street.

“Main rooms” means and includes all rooms used or intended to be used as bedrooms, dining rooms, lounges, ordinary living rooms or kitchens.

“New Buildings” includes—(a) any building erected or commenced to be erected after the date of these by-laws coming into operation; (b) any building of which more than half of its cubical contents has been taken down or destroyed by fire, tempest or otherwise and is re-erected, or commenced to be re-erected wholly or partially on the same site after the date of these by-laws coming into operation; (c) any buildings removed or transported wholly or in sections into the District or to another part of the District after the date of these by-laws coming into operation.

“Outbuildings” means any building or the curtilage of any dwelling, shop or combined shop and dwelling used as a work-shop or storeroom not being a building for the storage of inflammable materials, nor for the housing of animals, including birds.

“Party Wall” means a wall built to be used as a separation of two or more buildings or a wall forming part of a building built upon the dividing line between adjoining premises for the common use.

“Person” includes corporation.

“Prescribed” means prescribed by these by-laws.

“Public Place” has the same meaning as in the Act.

“Reinforced Concrete” means a form of construction in which cement concrete is reinforced with iron or steel, these materials being so combined that the iron or steel will take up and resist substantially the whole of tensional stresses and assist in the resistance to shear, while the concrete will take up and resist the compressional stresses and assist in resistance to shear.

“Right-of-way” means any lane or right-of-way, not a road, over which any person other than the owner thereof has a right to carriage way.

“Road” has the same meaning as in the Act.

“Surveyor” means the building surveyor or acting building surveyor appointed by the Bayswater Road Board, having for the time being the administration of these by-laws.

“Shop” means a building in which goods are regularly offered or exposed for sale, or in which meals or refreshments are regularly offered or provided for payment, and also includes saloons of

barbers and hairdressers and offices of agents, auctioneers, and all other businesses and trades. A bona fide boarding house shall not be included in this definition by reason only of the fact that meals or refreshments are occasionally supplied for payment to persons other than boarders.

"Square" applied to the measurement of any area means the space of one hundred square feet.

"Surface of Ground Level" means the level of the ground as determined by the surveyor or engineer.

"Wooden building" means buildings constructed of wood, or buildings having wooden frames.

#### Part 2—Classes of Buildings.

5. For the purpose of these by-laws, buildings shall be divided into three classes.

Class A.—"Domestic Class" which includes all buildings subject to small vibrations and light loading of floors, such as dwellings houses, residential shops, offices, hotels, private schools, club houses and studios.

Class B.—"Warehouse Class" which includes all buildings subject to vibrations and heavy loading of floors such as warehouses, factories, mills and places for storage and manufacturing of goods.

Class C.—"Public Building Class" which includes all buildings designed to accommodate an assemblage of people, such as theatres, churches, chapels, assembly halls, museums, libraries, public schools, hospitals, lecture rooms and other like buildings. In case of doubt the surveyor shall finally determine to which class any particular building belongs.

#### Part 3.—Notice of Intention to Build or Demolish and Lodging of Plans.

6. No builder shall commence any building or any addition, or alteration to any building, without first delivering at the office of the Board a written application in the Form of the First Schedule hereto before so commencing and delivering to the surveyor:—

##### Plans and Specifications.

(a) Properly prepared plans and specifications of such building, addition or alteration together with a tracing or copy of the plans of such building, addition or alteration and also details and dimensions, sizes and qualities of all materials and enumerating any old materials proposed to be used in the construction of the same. Plans shall be drawn in ink and specifications typed or legibly written. Plans to be good quality parchment 22 inches by 15 inches. Scale  $\frac{1}{4}$  in. to 1 foot.

##### Block Plan.

(b) A block plan showing relation of the building to adjoining buildings and boundaries.

##### Purpose.

(c) A statement in writing of the purpose for which the building is intended to be used.

##### Drainage.

(d) Particulars of the proposed method of drainage.

##### Further Particulars.

(e) Such further particulars in writing regarding the same, as shall be necessary to enable the Board or its surveyor to determine if all the provisions of these by-laws applicable thereto are being complied with.

##### Tracing Retained.

7. The tracing or copy of the plans and details of materials shall be retained by the surveyor and the original plans and specifications when approved shall be evidenced in writing, endorsed on the plans and specifications and signed by the surveyor.

##### Plans etc., to be kept at Building.

8. Such plans and specifications shall be kept at the building therein referred to, and shall be available for inspection by the surveyor or accredited officer of the Board at all reasonable times on demand, during the construction or erection, or alteration, or addition, as the case may be, and for 14 days after the completion thereof.

##### Permits and Fees.

9. No person being the owner, occupier or builder shall commence a building of any kind, or addition or alteration to any building, or demolish any building without first having obtained from the surveyor a written permit for the commencement of the same and without having first paid to the Board fees in accordance with the scale set out in the Second Schedule hereto, having regard to the class of building.

##### Area of New Building.

10. The decision of the surveyor as to the area of a new building or value of an addition shall be final and conclusive.

##### Permit shall Lapse after Six Months.

11. A permit obtained pursuant to these by-laws shall lapse and be of no effect unless the building for which such permit was granted shall be commenced within six months and completed within 12 months from the date of such permit.

##### Surveyor may enter and inspect.

12. The surveyor at all reasonable times during the progress and after the completion of any building, or addition, or alteration to any building affected by these by-laws may enter and inspect such building or addition or alteration. Any person obstructing or hindering the surveyor shall be liable to a penalty of not more than £10 (Ten pounds).

##### Surveyor May Stop Work if Contrary to By-laws.

13. The surveyor may at any time stop the progress of any building and withdraw or suspend any permission given by the Board under these by-laws, in the event of his not being satisfied that all the provisions of these by-laws are being complied with, and any person who continues to build or erect or work on the site after notice from the surveyor to desist, shall be guilty of an offence against these by-laws.

##### Unauthorised Buildings.

14. The Board or Building Surveyor may stop the progress of any building for which no building permit has been issued and any person who continues to build, or erect or work on the site after notice from the Board or Surveyor to desist, shall be guilty of an offence against these by-laws and liable to a daily penalty of £2 for each day such work is continued after ordered to cease.

##### Demolition or Removal of Buildings.

15. When a building is to be demolished or removed the owner or contractor shall give 24 hours' notice to the surveyor of such intended demolition or removal.

16. Provision shall be made so as to avoid all nuisance from dust or falling refuse, by playing water on same by means of a hose or other approved method.

##### Sanitary Conveniences for Workmen.

17. Before commencing any building operations upon any building site, the contractor, or person responsible for carrying out building operations shall provide sanitary conveniences, sufficient for the use of all working upon the site, such sanitary conveniences shall be in accordance with the requirements of the Health Act.

##### Low Lying Land.

18. Where land upon which a building is to be erected is below the level of the crown of the road adjoining the land frontage no building shall be commenced until a level has been given by the surveyor. When it is considered by the surveyor that, having regard to the water level during the winter months, filling is required, such filling shall be carried out by the owner or contractor before the commencement of building operations. In the event of there being no made road from which to take the level for any building, the surveyor shall determine the level at which any building shall be commenced, and if he considers it to be necessary shall require the owner or contractor to fill in to a given level.

## Dwelling Houses.

## Distance from Road.

19. No building which is intended to be used as a dwelling house, and no addition to any such building shall be built within a distance of 20ft. measured horizontally from the road to the building front, unless a building line at a different distance has been fixed by a proper authority.

20. No building which is intended to be used as a dwelling house and no addition to any such building shall be erected within a distance of 3ft. measured horizontally from the side boundaries of the land on which such building is erected. No outbuilding or garage or any addition to same shall be erected within a distance of 3ft. measured horizontally from the side or rear boundaries of the land on which such building is erected. Provided that the Board may permit an outbuilding or garage to be erected a distance of less than 3ft. from the side or rear boundaries or abutting on same and if approved, the walls or walls which abut on or face such boundary or boundaries shall be brick, stone or concrete, at least 4½in. wide and at least 15in. above the highest part of any roof or gutter, as the case may be.

## Minimum Area of Open Land.

21. At least one-third of the area of any allotment on which a dwelling house is erected shall be left open and unbuild on and for the exclusive use of the occupiers of the buildings erected upon such allotment.

## Minimum Area of Dwelling House.

22. Every dwelling house shall have a total floor area of at least 700 square feet excluding verandahs or a total floor area of at least 800 square feet including verandahs and shall contain not less than three main rooms.

## Provision of Bathroom, Wash-troughs, Copper, etc.

23. Provision shall be made in all new or re-erected dwellings for a bathroom fitted with bath and wash-basins, also laundry facilities consisting of wash-troughs and copper, properly fitted and housed in accordance with any provisions of the Health Act and any regulations or by-laws made thereunder which may from time to time be applicable.

## Computing Distances.

24. For the purpose of computing distances from any building the outer face of the wall shall be taken as the point from which measurements are to be taken.

## Stables.

25. Stables may be erected with walls of brick, stone or concrete or other material approved by the Board provided that in stables of more than two squares in area, the distance of any wall of such stable from land not in the same occupation or possession shall not be less than the vertical height of such wall including the vertical portion of a gable and roof from the boundary of the land not in the same occupation or possession.

## Distance of Stables from Boundaries.

26. No stable may be erected nearer than 30ft. to any dwelling, nor nearer than 10ft. to the boundary of land not in the same occupation.

## Fowl Houses.

27. Fowl houses of not more than 200 square feet in area and not above 6ft. in height may be erected at rear of dwelling provided that the nearest portion of such fowl house is at least 30ft. from any building used as or intended for a dwelling and at least 4ft. from the boundary of land not in the same occupation.

Fowl houses of larger area may be erected if at a distance of at least 50ft. from any street and 40ft. from any dwelling house and at least 4ft. from the boundary of land not in the same occupation. They must be of fire-resisting materials approved by the surveyor and the building shall not be more than 7ft. high.

## Motor Garages.

28. Definition: The expression "garage" means any building used for housing a motor vehicle and excludes a service station or any garage carried on as a business undertaking.

(1) Any motor garage shall be of a minimum height of 7ft. measuring from floor to top of wall and shall be constructed of non-inflammable material, unless otherwise approved by the Board. Where fire-resisting sheets are used for walls, framing and dado of approved hardwood may be used, but in the Board's gazetted brick areas, garages shall be built of brick, concrete, or other like substance, if erected at the side or front of dwellings.

(a) Garages attached to houses.—Garages may be built attached to existing or new houses with the front of the garages no further forward than the same line as the front of the house, but shall conform to existing by-laws or buildings and be constructed of the same materials as the existing or new house.

(b) If a garage attached to a house is under the same roof as the house, such garage shall have a fire-proof ceiling according to the existing by-laws but if not under the same roof need not be ceiled.

(c) Garages to jarrah weatherboard and asbestos houses shall have the party wall fireproofed.

(2) Garages not attached to houses.—Garages not attached to houses shall conform to the following:—

(a) Any garage not built in brick, stone, concrete, or like substance shall be built 30ft. distant from the frontage of any road or street.

(b) When on account of the contour, shape, or dimensions of, or want of access to the rear portion of an allotment, the location of a garage or outbuilding as set out in clause (a) is impracticable, the Board may permit the erection of such garage or outbuilding in another position subject to such restrictions as to design and materials of construction as may be necessary to preserve the amenity of the district.

(c) Clause (a) shall not apply to garages to be built of brick, stone or concrete, or other like substance which may be built 5ft. distant from the frontage of any road, or street, except where it is possible to build same on the same line as the front of the house.

(3) Garages—Distances from boundaries of properties.—Any garage built in brick, stone, concrete, or other like substance shall be 3ft. from the building line or may abut on the building line providing a parapet wall is erected in accordance with the existing building by-law, but if built in jarrah weatherboard, asbestos or other like non-inflammable material shall be 4ft. from such building line.

(4) Doors of Garages.—Doors to garages shall not be built of galvanised corrugated iron, except ½in. ripple corrugated iron but may be built of any non-inflammable material approved by the Board, and when opened shall not encroach on any road or right-of-way.

(5) Fronts to Garages (appearance).—The front of any garage shall present a neat and artistic appearance in keeping with garages in the immediate vicinity and to the approval of the Board and shall be painted when directed by the Board.

(6) Garages on Street Alignments.—In exceptional cases the Board may approve of a garage being erected with its front on the street alignment providing sliding doors or doors opening inwards are fitted.

## Outbuildings.

29. Definition: "outbuildings" means and includes any storehouse, woodshed, householders workshop, or any other structure within the curtilage of a dwelling house not intended for human habitation but does not include any privy, wash-house or garage. "Residential area" means and includes the residential area of the Bayswater Road District as defined in the schedule to this by-law but does not include the land in any shopping area situated within the limits of the residential area of the district as so defined.

(1) No person shall within the residential area of the district—

- (a) erect any outbuilding the floor area whereof exceeds 200 square feet; or
- (b) being the owner or occupier of land within the residential area of the district cause or permit or suffer to be erected on any such land any outbuildings the floor area whereof exceeds 200 square feet.

The Schedule hereinbefore referred to.

(a) All lands (excluding shopping area) within an area bounded by a line commencing at the most Westerly corner of lot 406, Plan 6083 on Walter Road and proceeding North-Easterly along Walter Road to the corner of Coode Street, thence South-Easterly along Coode Street to the most Westerly corner of lot 16, Plan 1702, thence North-Easterly along the Northern boundary of lot 16 prolonged to Drake Street across Drake Street to the most Westerly corner of lot 980, Plan 3402, thence generally North-Easterly along Greenford Road to its intersection with Collier Road, thence along Collier Road South-Easterly and Easterly to Sanderson Street, thence South-Easterly along Sanderson Street to the most Easterly corner of lot 285, Plan 3391, thence South-Westerly along the boundary of lot 285, prolonged to the corner of Drynan Street and lot 915, Plan 3402, thence South-Easterly along Drynan Street and Clavering Road to the intersection with Bassendean Road, thence along Bassendean Road North-Easterly to its intersection with River Road, thence along River Road South-Easterly to the centre of the Perth-Midland Junction railway line, thence Westerly along the railway line to Belmont railway line, thence along the Belmont railway line southerly to the Swan River North bank, thence Westerly along the Northern bank of the Swan River to its intersection with the Bayswater Road Board District Westerly boundary, thence North-Westerly along the district boundary to the starting point.

(b) All lands within an area bounded by a line commencing at the corner of Colwyn Road and River Road proceeding North-Easterly to the Eastern district boundary, thence South-Easterly and Southerly along the district boundary to the Northern bank of the Swan River, thence Southerly along the Swan River to River Road, thence North-Westerly along River Road to the starting point.

#### Apartment Buildings.

##### Area of Land to be Occupied.

30. The total floor area of an apartment building together with the floor area of any other buildings erected on the same allotment shall not exceed half the area of such allotment.

##### Area of Each Apartment.

31. The total floor area of each apartment shall be at least 400 square feet. In addition thereto, every apartment shall have for the exclusive use of the occupants thereof, at least 100 square feet of verandah space.

##### Area of Main Rooms.

32. Every main room in an apartment shall have a floor area of at least 100 square feet and no wall of such room shall be less than 9ft. in length.

##### Apartment to be Self Contained.

33. Every apartment shall be self-contained, it shall contain its own kitchen, bathroom and lavatory. It shall have separate entrance from the outside of the building, and such entrance shall be constructed of fire-resisting material as defined in the building by-laws of the Board for the time being in force.

#### Part 4.—Building Materials.

34. All workmanship and materials used in the construction or alteration of any building shall be of the best of their respective kinds and in accordance with recognised building practice; all materials used in any building must be of good quality and shall be subject to the approval of the surveyor, and the surveyor shall have the power to condemn any material which in his opinion is not suitable for use in such building or addition.

#### Second-hand Material.

35. No old or second-hand material may be used in any building unless approved in writing by the surveyor.

##### Bricks.

36. Bricks used in any building must be good, hard and well burnt. When old bricks are used in any wall they shall be thoroughly cleaned before being used.

##### Sand.

37. Sand used for mortar or concrete in any building shall be clean and sharp and free from loam, dirt, salt or organic matter.

##### Lime Mortar.

38. Lime mortar shall be composed of freshly burnt lime and sand in the proportion of at least one part by measure of lime, and not more than three parts by measure of sand. All lime intended to be used for mortar shall be thoroughly burnt, of good quality, and be properly slaked before being mixed with sand.

##### Cement Mortar.

39. Cement mortar shall be composed of good Portland cement, or other cement of equal quality, mixed with clean sharp sand, in proportion of at least one part by measure of cement and not more than four parts by measure of sand.

##### Timber.

40. All timbers and wooden beams used in any building shall be of good sound material, free from rot, large loose knots, shakes or other imperfections whereby the strength may be impaired, and in the case of dwellings, shall be of such sizes, dimensions and spaces as set forth in by-laws 41 and 68. In other buildings all timbers shall be of such as will afford safe loadings, and shall be to the satisfaction of the surveyor.

##### Dimensions of Timber.

41. The timber used in brick dwelling-houses shall conform to not less than the following minimum sizes.

Bottom wall plates, 3in. x 1½in.

Floor joists, 4in x 2in. at 1ft. 6in. centres.

Bearers, 4in. x 3in. not exceeding 5ft. 6in. centres, and shall be at least 6 inches clear of the ground.

Top plates, 4in. x 1½in.

Rafters, 4in. x 2in. at 2ft. centres for tiled roofs, or 3ft. centres for iron roofs, or 2ft. 6in. centres for corrugated asbestos roofs.

Purlins, 4in. x 3in. for tile roof and 4in. x 2in. for iron or asbestos roof in such positions that no rafter has an unsupported span of more than 7ft.

Struts, to under purlins, 4in. x 2in. when not exceeding 4ft. in length and 4in. x 3in. for lengths exceeding 4 ft. to support under purlins at least every 7ft.

Battens for tiles, 2in. x 1in.

Battens for iron, etc., 3in. x 1½in. not more than 3ft. 6in. apart.

Ceiling joists, 4in x 2in. at 2ft. centres or 3in. x 2in. at 18in. centres.

Ceiling hangers, 8in. x 1½in. hung to roof timbers at least every 6 feet and strapped to ceiling joists with hoop iron straps.

Collar ties, 3in. x 2in.

Ridge, 7in. x 1in.

Hips and valleys, 8in. x 1½in.

Verandah posts at least 4in. x 4in. at 8ft. centres, and verandah plates at least 8in. x 2in.

Floor boards, 1in. thick before dressing.

##### Lintels.

42. Builders casting lintels in position shall submit to the surveyor a plan showing position and details of reinforcement and specifications of materials to be used, such designs to be approved at the same time as the plan of the building. Lintels up to 6ft. to 8ft. span shall be four courses in depth. All such lintels shall be reinforced with at least half-inch steel rods, not less than three rods per lintel and proper bearing to the satisfaction of the surveyor, shall be given at each end of lintel.

Part 5.—Construction.

Excavation and Inspection of Trenches.

43. All excavations for footings shall be not less than 12 inches below the natural surface of the ground, except in cases of special construction of foundations approved by the surveyor. No footings shall be placed in position until at least 24 hours notice has been given to the surveyor that the trenches are ready for inspection.

Walls to have Footings.

44. Unless with the consent of the surveyor, every external wall and every party wall not carried on a bressumer and every pier and storey post shall have footings.

Dimensions of Footings.

45. The width of the bottom of the footing of every wall shall be at least one-half greater than the thickness of the wall at the ground floor level, but in no case less than 16 inches wide, unless approved by the surveyor and the height of such footing shall be at least equal to the thickness of the wall at its ground level, but in no case less than nine inches.

External Walls.

46. All external walls shall consist of brick, stone, concrete, reinforced concrete, or other hard fire-resisting materials approved by the Board: Provided that any building used or intended to be used solely as a dwelling-house may have walls constructed of wood and/or asbestos cement sheets, or other material approved by the Board; subject to the conditions set out in these by-laws for buildings wholly or partly of wood.

Construction of External Walls.

47. Every wall constructed of brick, stone or other similar material shall be properly bonded and solidly put together with mortar, and no part of such wall shall over-hang any part underneath it to a greater extent than nine inches and as approved by the surveyor, and provided that the projection is well and solidly corbelled out, and that the inside of the wall carrying such corbelling is carried up vertically in continuation of the lower face thereof. All return walls shall be properly bonded together.

Damp Course.

48. Every wall or fireplace of brick, stone or similar material shall have a damp-proof course or courses of asphalt, distilled tar and hot sand or other approved material at least six inches above the surface of the ground below the lowest floor, and in cases where it is not desirable to place the same throughout the building at the one uniform level, then the said damp-proof course must be laid in horizontal layers connected at the end by a vertical course of the same materials and shall not be less than half an inch in thickness.

Hollow Walls.

49. External walls may be constructed as hollow walls if constructed in accordance with the following rules:—

(a) The inner and outer parts of the wall shall be separated by a cavity which shall throughout be of a width not exceeding two inches or less than one inch.

(b) The inner and outer parts of the wall shall be securely tied together with suitable bonding ties of adequate strength formed of galvanised iron, glazed stoneware or other material approved. Such tie shall be placed at distances apart not exceeding 3ft. horizontally and at least every 18in. vertically.

(c) The thickness of each part of the wall shall throughout be not less than four and one-half inches.

(d) The aggregate thickness of the two parts excluding the width of the cavity, shall throughout be not less than the minimum thickness prescribed for solid walls of the same height and length.

(e) No hollow wall of not more than 11in. in thickness shall be greater in superficial extent than three squares in any one storey unless strengthened by a partition wall, fireplace or projecting pier, to the satisfaction of the surveyor.

Concrete Blocks.

50. Concrete blocks shall contain not less than one part cement to five parts mixed aggregate, and shall be kept damp for a period of not less than four days, and shall not be used green. The blocks shall be bedded and jointed in cement mortar.

Thickness of Walls, Domestic Class.

51. No external walls in brick, stone, concrete, or cement block shall have less than the thickness prescribed in the following "Table A":—

"Table A."

Buildings of Domestic Class.

Length of Walls.	No. of Storeys.	Thickness of Walls in Inches.	
		Ground Floor.	1st Floor.
Walls built with lime mortar—			
Not exceeding 30ft.	1	9	—
	2	9	9
Exceeding 30ft. ....	1	13½	—
	2	13½	13½
Walls built with cement mortar—			
Not exceeding 30ft.	1	9	—
	2	9	9
Exceeding 30ft. ....	1	9	—
	2	13½	9

52. If any storey exceeds in height 18 times the thickness prescribed for walls of such storey, the thickness of each external and party wall through such storey shall be increased to one-eighteenth part of the height of the storey and the thickness of each external and party wall below that storey shall be increased to that thickness but any such additional thickness may be confined to piers properly distributed of which the collective widths amount to one-fourth part of the length of the wall. No increase in thickness of two brick walls shall be less than four and one-half inches.

53. The height of any storey may be 20 times the thickness of walls prescribed for such storey if built with cement mortar.

Thickness of Walls—Warehouse Class.

54. The external and party walls of buildings of the warehouse class shall be made of not less thickness than that specified in the following Table "B":—

Table "B."

Buildings of the Warehouse Class.

Length of Walls.	No. of Storeys.	Thickness of Walls in Inches.		
		Ground Floor.	First Floor.	Second Floor.
Walls built in lime mortar—				
Not exceeding 75ft.	1	13½	—	—
	2	18	13½	—
	3	18	18	13½
Exceeding 75ft	1	18	—	—
	2	18	18	—
	3	22½	18	18
Walls built in cement mortar—				
Not exceeding 75ft.	1	13½	—	—
	2	18	13½	—
	3	18	13½	13½
Exceeding 75ft.	1	13½	—	—
	2	18	13½	—
	3	18	18	13½

Thickness of Walls under Certain Conditions.

55. Walls under 75ft. in length may be constructed 9in. thick provided they are strengthened with 4½in. piers equally spaced of which the collective widths amount to one-fifth of the length of the wall. The height shall not exceed 12ft. when built of lime mortar, or 13ft. 6in. when built of cement mortar.



56. The thickness of walls under 20ft. in length may be two-thirds of the thickness required for external or party walls, as stated in Tables "A" and "B" but in no case less than 9in.

57. If in any storey of the warehouse class the thickness of the wall as determined by the provisions of this part of these by-laws is less than one-sixteenth part of the height of such storey the thickness of the wall shall be increased to one-sixteenth part of the height of the storey, and the thickness of each external and party wall below that storey shall be increased to that thickness but any such additional thickness may be confined to piers properly distributed of which the collective widths amount to one-fifth part of the length of the wall. No increase in the thickness of brick walls shall be less than 4½in. The height of any storey built in cement mortar may be 18 times the thickness of such storey.

#### Special Construction.

58. Notwithstanding the foregoing provisions the Board may approve the construction of walls of special design, such as brick veneer, monocrete, denaro brick, or reinforced concrete, of dimensions other than specified above, but subject to limitations and conditions imposed by the Board as a condition of such approval.

#### Lengths—How Measured.

59. Walls are deemed to be divided into distinct lengths by return wall, and the length of every wall is measured from the face of one return wall to the face of another. Provided that such return walls are external, party or cross walls of the thickness required by this part of these by-laws and bonded into the wall so deemed to be divided.

#### Cross Walls.

60. The thickness of a cross wall shall not be less than two-thirds of the thickness hereinbefore required for an external or party wall of the same dimensions and belonging to the same class of building, but never less than 9in., and no wall subdividing shall be deemed to be a cross wall unless it is carried up to the plate level of the topmost storey, and unless in each storey the aggregate extent of the vertical faces or elevation of all recesses, and that of all openings therein taken together does not exceed one-half of the whole of the vertical face or elevation of the wall. If a cross wall is carried on a girder across the ground storey and is supported by piers to the satisfaction of the surveyor, it shall be deemed to be a cross wall in accordance with this regulation; but in one storey buildings of the domestic class, 4½in. cross walls will be permitted, provided the unsupported length of any wall does not exceed 25ft.

#### Cross Wall becomes External Wall.

61. Whenever a cross wall becomes any part of an external wall, the external part of such cross wall shall be of the thickness required for an external wall of the same height and length, belonging to the same class of building, but no portion of such cross wall shall be of less thickness than is required for the external portion thereof.

#### Internal and Partition Walls.

62. (1) All internal bearing walls and partition walls shall be constructed in such a manner as may be approved by the surveyor and except in the case of wooden buildings, all such walls shall not be less than 4½in. thick: Provided that where such walls form a division between flats, then such walls shall not be less than 9in. thick.

(2) Unless with the consent of the surveyor every such wall, unless carried on a bressumer, shall have footings and such footings shall be at least twice the thickness of the wall resting upon it.

#### Isolated Piers.

63. No isolated brick or stone piers shall exceed in height eight times the least diameter of same, if built of lime mortar, and 12 times if built of cement mortar.

#### Parapet, to Walls on Boundary.

64. Where the external wall of any building is erected on the boundary of the land on which the same stands, or where the overhanging eaves or gutters of any building would be within 2ft. of such boundary then the external wall of such building shall be carried up to form a parapet of 15in. at least in height above the roof, or above the highest part of any flat or gutter, as the case may be.

#### Parapet, Warehouse Class.

65. In buildings of the Warehouse Class, the thickness of such parapet shall be equal to the thickness of such wall in the topmost storey, and in any other building of a thickness of 9in. at least.

#### Party Walls.

66. Every party wall shall be carried up for a height of 15in. above the roof, measured at right angles to the slope thereof or 15in. above the highest part of any flat or gutter, as the case may be, and of a thickness, in buildings of the warehouse class equal to the thickness of such wall in the topmost storey and, in any other building of a thickness of 9in. at least, provided, however, that in the case of domestic buildings, where not more than two buildings are erected under one roof, it shall be sufficient if the party wall is carried up at least 9in. in thickness to the underside of the roof covering, and such roof covering of iron, slate or other material must be bedded in good mortar to the satisfaction of the surveyor, and the top of such party wall shall not be hidden from view until it has been approved by the surveyor.

67. Every party wall shall be carried up of the thickness aforesaid above any turret, dormer, lantern light, or other erection of combustible materials fixed upon the roof or flat of any building within 4ft. of such party wall, and shall extend at the least 15in. higher and wider on each side than such erection, and every party wall shall be carried up above any part of any roof opposite thereto and within four feet therefrom.

#### Brick Areas.

Prohibiting Walls and Party Walls being constructed of Wood, Iron or Asbestos Cement Sheets.

68. All walls and party walls of any residence, house, shop, hall, church, washhouse, lavatory, garage or appurtenant structure which may be erected on those portions of the Bayswater Road District described in the Schedule hereto, shall be constructed of brick, stone, approved concrete, or other like substance, but not wholly or partly of wood, iron, or asbestos cement sheets, but store sheds not exceeding a floor area of 200 square feet need not be built of brick, stone, approved concrete, or other like substance, but shall be constructed to the Board's General Building By-laws.

All walls and party walls being alterations or additions to any residence, house, shop, hall, church, washhouse, lavatory, garage or appurtenant structure situated on those portions of the Bayswater Road District described in the Schedule hereto shall be constructed of brick, stone, or approved concrete or other like substances but not wholly or partly of wood, iron, or asbestos cement sheets, provided that new walls inserted in existing wooden framed buildings may be of wooden framed construction in accordance with the building by-laws controlling such construction.

All walls built of brick, stone, approved concrete, or other like substance shall be constructed in accordance with the rules set out in existing building by-laws or any future amendments thereof.

#### The Schedule.

(1) Those portions of the Bayswater Road District adjoining Guildford Road from Kenilworth Street to Slade Street, being the whole of the land fronting the Guildford Road on both sides of the said road for a depth of 165 feet.

The 165 feet depth referred to shall be measured from each of the surveyed boundaries of the Guildford Road, and not from the edge of the constructed roadway.



(2) All lands bounded by a line commencing at the North-West corner of lot 168 (corner of Salisbury Street and Walter Road ("Government Road")) proceeding in a North-East direction along the centre line of Walter Road to the most Northern corner of lot 740 (corner of Walter Road and Edward Street), thence South-East along the North-East boundary of lot 740 to the most Eastern corner of lot 740; thence South-West along the North-West boundary of lot 741 to the most Western corner of lot 741; thence South-East along the North-East boundaries of lots 735-683 and to the centre line of Park Street; thence North-East along the centre line of Park Street to the intersection of the centre lines of Park and Lawrence Streets; thence South-East along the centre line of Lawrence Street to the intersection of the centre lines of Lawrence and Perth Streets; thence North-East along the centre line of Perth Street to the most Western corner of lot 20 (corner of Coode and Fort Streets); thence along the North-West boundaries of lots 20 and 23 to the most Northern corner of lot 23; thence South-East along the North-East boundaries of lots 23 and 50, across Harold Street and along part of the North-East boundary of lot 57 to a point 165 feet from the North-West boundary of Beaufort Street ("Henry Street"); thence North-East parallel to, and at the same distance of 165 feet from the North-West boundary of Beaufort Street, across Drake Street to a point 165 feet from the North-West boundary of Beaufort Street; thence North-East, parallel to, and at the same distance of 165 feet from the North-West boundary of Beaufort Street to the North-East boundary of lot 1097; thence North-West, Easterly and South-West around and including lots 297, 296 (fronting Collier Road) to the most Southern corner of lot 296; thence South-East across Beaufort Street to a point 165 feet from the South-East boundary of Beaufort Street; thence South-West, parallel to, and at the same distance of 165 feet from the South-East boundary of Beaufort Street, across Drake Street to a point 165 feet from the South-East boundary of Beaufort Street; thence South-West, parallel to, and at the same distance of 165 feet from the South-East boundary of Beaufort Street; thence South-East along the North-East boundary of lot 118; thence South-East along the North-East boundary of lot 118 to the South-Eastern corner of lot 118; thence South-West along the South-Eastern boundaries of lots 118 and 121 across Coode Street to the North-East boundary of lot 7 (corner Lawrence and Beaufort Streets) to a point 165 feet from the South-East boundary of Beaufort Street; thence South-West, parallel to, and at the same distance of 165 feet from Beaufort Street, across The Strand to the most Northern corner of lot 658; thence South-West along the North-West boundary of lot 658 to the most Western corner of lot 658; thence South-East along the South-West boundaries of lots 658-666, crossing York Street; thence South-East along the North-East boundary of lot 267 to the most Eastern corner of lot 267; thence South-West along the South-East boundaries of lots 267/272 and lots 339 and 340 to the centre line of continuation of Birkett Street; thence South-East along the centre line of this continuation to intersection of centre line of Hobart Street; thence South-West along the centre line of Hobart Street, across Grand Promenade to the most Northern corner of lot 5 (Titles Plan number 1267); thence South-West along the North-West boundary of the said lot 5 to the most Southern corner of lot 4 (Plan 1267); thence North-West along the South-West boundaries of lots 4, 3, 2 and 1 (Plan 1267) and to the centre line of York Street; thence South-West along the centre line of York Street to the South-West boundary of the Bayswater Road District area; thence North-West along the South-West boundary of Bayswater Road District area, crossing Beaufort Street; thence to the starting point.

Lots 43, 44, 45, 46 (Plan 1469), Whatley Crescent, between Grafton and Grosvenor Roads.

Lots 11a, 11b, 11c, 12, 12a, 12b, 12c, 12d (Plan 1469), Whatley Crescent.

Lots 36, 37, 38, 39, 40, 41, 42, 43 (Plan 240C), Railway Parade, between Hotham Street and Grand Promenade.

The foregoing describes that portion of the Bayswater Road District area, coloured pink on plan at the Bayswater Road District office.

#### Buildings Wholly or Partly in Wood.

69. The external walls of any wooden building shall not exceed 15ft. in height measured from the floor level to the top of the wall plates. Every such building shall be wholly in one occupation or adapted so to be.

The following shall be the minimum sizes and spacings of timbers:—

All timbers shall be jarrah or other hardwood approved by the Board. Where timbers larger than those specified are used the spacings may be extended beyond the figures given, provided the approval of the surveyor is first obtained.

Stumps not less than 4in. x 4in. spaced not more than 5ft. centres. They shall be sunk 18in. into the ground and tarred to 6in. above the ground surface. Ant stops of galvanised iron, projecting 1in. all round shall be provided.

All stumps over 4ft. above ground shall be braced with 3in. x 1½in. braces bolted to stumps. Braces to be carried over three stumps. Braces in ground to be tarred.

Sole plates, 18in. x 6in. x 1½in.

Where the nature of the ground precludes the use of jarrah, 9in. x 9in. brick piers shall be provided.

Bearers, 4in. x 3in. at not more than 5ft. 6in. centres and kept at least 6in. clear of ground. Double joists shall be provided under walls where bearers do not occur.

Floor joists, 4in. x 2in. at not more than 18in. centres.

Vermin plates, 4in. x 2in., checked to receive studs.

Studs, 4in. x 2in. at not more than 24in. centres.

Angle and corner studs, not less than 4in. x 4in. but may be comprised of three 4in. x 2in. studs fabricated together. Top and bottom plates, 4in. x 2in. where the height of the building does not exceed 10ft. measured from the floor level to the top of the wall plate, 3in. x 2in. studs at 18in. centres and plates may be used with angle and corner studs not less than 3in. x 3in. or three 3in. x 2in. studs fabricated together, except where the roof covering is of tiles or slates, in which case 4in. x 2in. studs and plates are provided in all external walls.

Wall plates to be not less than the size of studs properly checked for same.

Wall braces to be 2in. x ¾in. fixed diagonally to studs and checked to same.

Rafters, 4in. x 2in. at 2ft. centres for tile roofs and 3ft. centres for iron or asbestos roofs.

Under purlins, 4in. x 3in. for tile roofs and 4in. x 2in. for iron or asbestos roofs, so that no rafter has an unsupported span of more than 7ft.

Struts to under purlins, 4in. x 2in. for lengths not exceeding 4ft. and 4in. x 3in. for lengths exceeding 4ft. to support under purlins at not more than 6ft. intervals.

Battens for tiles, 2in. x 1in.

Battens for iron or asbestos, 3in. x 1½in. not more than 3ft. 6in. apart.

Ceiling joists, 4in. x 2in., at not more than 2ft. centres, or 3in. x 2in. at not more than 18in. centres.

Ceiling hangers, 8in. x 1½in. in positions so that no ceiling joist has unsupported span of more than 5ft. and strapped to ceiling joists with hoop-iron straps.

Collar ties, 4in. x 1½in.

Ridge, 7in. x 1in.

Hips, 8in. x 1½in.

Valleys, 8in. x 1½in.

Fascias and barges 9in. x 1in.

Floor boards 1in. thick before dressing.

Weatherboards 1½in. lap.

No framing timber in any building shall be notched or checked out so as to decrease the above sizes by more than one quarter.

Vermin plates shall be used in all wooden buildings except sheds.

Verandah posts at least 4in. x 4in. at 8ft. centres, and verandah plates at least 8in. x 2in.

W.C.'s and privies shall be constructed not less than 4ft. 8in. x 3ft. internal dimensions and in accordance with any provisions of the Health Act and any regulations or by-laws made thereunder which may from time to time be applicable.

#### Roughcast and Stucco.

70. Roughcast and stucco work shall be applied only to brickwork, provided that in certain cases, such as gables of dwellings or other ornamental sections of dwellings, roughcast may be applied to expanded metal fixed in an approved manner.

#### Interior Walls of Dwellings.

71. The interior of all walls and ceilings of every wooden or wooden framed building, and the ceiling of every other class of building, which is intended to be used, or which may be used as a dwelling house shall be constructed of plaster sheets, or other fire-resisting materials.

#### Roofs.

72. The roof of every building shall be constructed of metal, tiles, slates, glass, artificial stone, cement or shingles, or other material approved by the Board.

#### Reinforced Concrete Buildings.

73. In all cases where reinforced concrete is employed, whether in buildings as a whole or in portions of buildings, before the actual carrying out of the work or any portion thereof, complete drawings of such work or portions shall be delivered to the surveyor showing all details of the construction and the size, spacing, and arrangement of all reinforcing members.

#### Public Buildings.

74. In any case in which the plans of any proposed public building are required by law to be approved by the Public Health Department or any other department, such approval shall be obtained before such plans are submitted for the Board's approval.

#### Shops.

##### Minimum Area of Land.

75. (1) Every shop shall have a frontage of at least 18ft. to a road.

(2) No shop shall be of less width in any part thereto than 18ft., nor shall be less than 20ft. in depth.

##### Access to Rear of Shop.

76. Every shop shall be so erected and built that without passing through the building there is a reasonable access to the back premises and offices of such shop for the removal of nightsoil and other refuse to a road or to a lane 10ft. wide at least.

#### Separate Entrance for Shop and Dwelling in Different Occupation.

77. If a dwelling attached to a shop is in a different occupation from the shop, a separate entrance from the road shall be provided for the sole use of the occupants of the dwelling.

#### Alterations and Additions.

##### Alterations.

78. Except with the consent of the Board, or the surveyor, no alteration shall be made to any building in such manner that when so altered it will by reason of such alteration, not be in conformity with the provisions of these by-laws relating to new buildings.

##### Additions and Alterations.

79. Every addition to, or alteration of a building, and any other work made or done for any purpose, in or on a building (except necessary repairs which do not affect the construction of a building) shall so far as regards each addition, or alteration or other work, be subject to the provisions of these by-laws relating to new buildings.

#### Ventilation Lighting and Drainage.

##### Height of Rooms.

80. The main rooms in all buildings shall be in every part not less than 9ft. from floor to ceiling and the minimum height for wash-houses and external bathrooms shall be 7ft. 4in. The minimum height of verandahs shall be 7ft. 4in. from floor level to top of the plate.

##### Attic Roofs.

81. Provided that in the case of buildings of more than one storey, living rooms wholly or partly in the roof may be not less than 8ft. 6in. in height from floor to ceiling over two-thirds of the floor area, if the height over the remaining one-third of the floor area is at least 9ft.

##### Minimum Area of Rooms.

82. No main room in any building shall have a less floor area than 100 square feet. The minimum floor area of bathroom, laundries and sleep-outs shall be 36 square feet, 50 square feet, and 80 square feet, respectively. A combined bathroom and laundry shall have a minimum floor area of 80 square feet.

##### Windows (Natural Lighting).

83. All rooms in a building intended to be used as a dwelling shall have one or more windows opening directly into external air; the area of such window shall be not less than one-tenth of the area of the floor of the room in which such window or windows are fitted, at least one-half of each window shall open.

##### Ventilation (Other than Dwellings).

84. The ventilation of all buildings, parts of buildings, type of ventilators to be used, arrangement and situation of ventilation openings, shall be subject to any provisions of the Health Act, or regulations or by-laws made thereunder which may from time to time be applicable.

##### Ventilation (Dwellings).

85. Every part and every room of any dwelling house or building intended to be used for habitation, shall be ventilated as required under any provisions of the Health Act or regulations or by-laws made thereunder which may from time to time be applicable.

##### Ventilation (Sub-floor).

86. The space under the ground floor of every building shall be provided with a sufficiency of openings through all walls under the floors to allow a current of air to flow freely under all parts of the building. Type of ventilator used and spacing of same shall be the subject of approval by the surveyor and in accordance with any provisions of the Health Act or any regulations or by-laws made thereunder which may from time to time be applicable.

##### Lighting and Ventilation (Shops).

87. The provisions of this part of these by-laws relating to height of rooms, lighting and ventilating of main rooms to dwellings shall as far as applicable apply to all shops, save that the windows need not be constructed to open if other approved provisions for ventilation is made, and the minimum height of ceiling in shops shall be 10ft.

##### Enclosing of Verandahs.

88. No verandah of any dwelling or shop, or other building shall be enclosed, or built in such manner as to exclude natural light or reduce the proper ventilation of any building or any part thereof. The use of hessian or jute bags, or similar materials for enclosing or screening verandahs is prohibited.

89. No verandah shall be totally enclosed for habitation or sleeping, but may be partially enclosed if a minimum height of 7ft. 4in., as hereunder:—

(1) A brick, concrete, jarrah or asbestos dado shall be constructed for a maximum height of 4ft. from the floor level of such verandah or sleepout in accordance with the existing by-laws.

(2) The space above the dado shall be constructed as follows:—

- (a) Of fly wire totally, or
- (b) of fixed clear or white obscure glass louvres, minimum height 4ft.; or
- (c) of mechanically adjustable (to open and partially close) clear or white obscure glass louvres, minimum height 3ft. 6in. sash;
- (d) louvres described in (b) and (c) shall be approved by the Board or building surveyor;
- (e) of sliding windows containing clear or white obscure glass, minimum height 3ft. 6in. sash (casement windows not permitted);
- (f) the total length of the louvres or windows described in (b), (c), (e) shall not be less than 70 per cent. of the total length of the sleepout or verandah measured along the side and one end, but the end exposed to the weather (paragraph (g)) shall not be included in this measurement.
- (g) Subject to the approval of the Board or the building surveyor, the end of the verandah or sleepout most exposed to the wet weather may be totally closed up in bricks, concrete, jarrah or asbestos, but one window, minimum size 3ft. x 2ft. shall be provided in such enclosed end, if any existing window is in close proximity or may have its lighting reduced unduly by such total end enclosing.

(3) Any sleepout or partially enclosed verandah shall provide that any existing windows shall not be obscured by any opaque substance which will reduce the existing lighting to existing rooms.

(4) New sleepouts of minimum height of 7ft. 4in. (not being partially enclosed verandahs) shall comply fully with this by-law and existing by-laws.

(5) The rules of this by-law shall not apply to a sleep-out where its height from the floor to ceiling is 9ft. or more, providing the floor area is 80 square feet or more and providing its total air space is not less than 720 cubic feet, but shall comply with the existing by-laws for habitable rooms.

#### Floors.

90. Floors, other than verandah floors, shall be fixed level, and in all buildings, the ground floor, if of wood, shall have a space of not less than 6in. between the ground and the underside of the floor bearers.

Permit may be Refused if Drainage is not Satisfactory.

91. The Board may refuse to approve the plan of any building or any addition or alteration to any building, until it is satisfied that the proposed building, or addition, or alteration, and the site and curtilage thereof will be properly drained in accordance with any provisions of the Health Act or regulations or by-laws made thereunder which may from time to time be applicable.

#### Drainage of Waste Water.

92. Every person who shall erect a building shall provide proper drainage for the disposal of all waste water in accordance with any provisions of the Health Act or regulations or by-laws made thereunder which may from time to time be applicable.

#### Waste Pipes.

93. Waste pipes from baths, sinks, wash-troughs, and similar sanitary fittings shall be of wrought iron of approved sizes. All sanitary fittings shall be provided with traps under fittings, metal cleaning eyes shall be fitted at all changes of direction and angles of waste pipes in accordance with any provisions of the Metropolitan Water Supply, Sewerage and Drainage Department bylaws or regulations made thereunder which may from time to time be applicable.

#### Roof-water Disposal.

94. All buildings shall be provided with gutters and downpipes of approved sizes sufficient to carry all water from every part of the roof in an efficient manner, such water shall be carried at least 2ft. clear of the foundations of the buildings. In the case of large buildings where the surveyor shall deem it necessary, all storm-water from the roof of such buildings, shall be carried by pipes direct to the street drains, or gutters in such a manner as directed by the surveyor.

#### Water Supply.

95. Every dwelling-house not connected to a public water supply shall be provided with a water storage tank of not less than one thousand gallons capacity or as may be prescribed in any provisions of the Health Act or regulations or by-laws made thereunder which may from time to time be applicable. Such tank shall be completely covered at its top and provided with a manhole fitted with a tight fitting lid and such tank shall be connected to a roof for rain water supply or to a subsoil water supply.

#### Provision of Man-hole in Ceiling.

96. Every building shall be provided with one or more man-holes in the ceiling to enable access to be gained to the underside of the roof thereof.

#### Removal of Buildings.

97. If any building is removed from outside the district to within the district, or from a site within the district to another site within the district, whether on the same or another block of land, such building shall be deemed for the purpose of these by-laws to be a new building erected for the first time on the site whether it is removed.

#### Verandahs over Footpaths, Projections, Signs, Hoardings and Fences. Cantilever Verandahs.

98. (A) No person shall erect, or cause or permit to be erected any portico or verandah over the footway of any road in the district or in front of any shop or business premises without first obtaining the consent of the Board in writing and depositing with the surveyor a plan, elevation, section and specification, showing in detail the proposed construction of such verandah, and the manner in which it is proposed to secure it to the building to which it is proposed to be attached, but the lowest part of the freize or rails of such portico or verandah shall in no case be of less height than 9ft. above the level of the outer edge of the footway—all adjoining verandahs in a street shall be erected of a uniform height and width.

(B) All verandahs attached to or constructed on shops or business premises shall be of the cantilever type.

#### Openings in Roof of Verandah.

99. No openings shall be made in the roof of such verandah for the purpose of affording light, unless such opening be properly framed and glazed with approved glass protected underneath with fine mesh wire-netting, or armoured glass, to the satisfaction of the surveyor.

#### Porch Landing, etc.

100. Every porch, gangway, outside landing, and outside step shall be of fire-resisting material and shall not project beyond the boundary of any road or public place.

#### Shop Windows.

101. Shop windows intended to be used for the display of goods or business advertisements shall consist of plate or approved glass, jointed and fixed in approved metal or approved timber frames, the level of the sill of such frames to be not higher than 30in. nor within 12in. of the level of the footpath immediately adjoining the same.

#### Woodwork Abutting on Roads.

102. Woodwork shall not be fixed flush with the face of any wall abutting on a road unless it is encased with metal of not less than 22 gauge.

#### Signboards, Hanging Lamp, etc.

103. No signboard, hanging lamp, blind, awning, or other fixture shall be erected on or attached to any building or verandah projecting over the roadway unless permission in writing of the Board be first obtained. Each such signboard, hanging lamp, or other fixture shall be of material, construction, and design, approved, and shall be in no part less than 8ft. 6in. above the level of the footpath or road. No signboard shall exceed in depth 3ft. nor shall any signboard project over a road or footpath except with the approval of the Board. Awnings or blinds shall be erected in a position and of construction and materials approved by the Board.

#### Unightly or Dangerous Fence or Wall.

104. When any fence or wall abutting on any road or public place within the District is in a dangerous or unsightly state, the Board may, by notice in writing to be served on the owner of such fence, require such owner within 14 days from the receipt of such notice to take down or repair such fence or wall as the case may require, and such owner shall comply with such notice.

#### Fences and Walls.

105. Every fence to be hereafter erected abutting on any road or public place shall have affixed thereto a plinth at least 9in. which unless the surveyor shall consent in writing to such plinth being of less height, and every wall of brick, stone or concrete or other similar substance shall be constructed with a base to be approved by the Surveyor.

#### Brick Chimneys, Flues, Fireplaces and Heating Apparatus Foundations, Footings, etc.

106. (1) Chimneys shall be built on solid foundations and with footings similar to the footings of the wall against which they are built, unless they are carried on steel girders with direct bearings upon party, external or cross walls, to the satisfaction of the surveyor or on corbels of brick, stone or other incombustible material and the work so corbelled does not project from the wall more than the thickness of the wall measured immediately below the corbel.

(2) Chimneys may be corbelled out not more than 14in. from walls 9in. in thickness on corbels of stone, or incombustible materials not less than 10in. in depth and of the full width of the jambs.

#### Chimneys, etc., with Soot-doors.

107. (1) Chimneys and flues having proper soot-doors of not less than 40 square inches may be constructed at such angle as is approved by the surveyor, but in no other case shall any flue be inclined at less angle than 45 degrees to the horizon and every angle shall be properly rounded.

(2) Position of soot-doors. All soot-doors shall be distant at least 15in. from any woodwork.

#### Arches.

108. An arch of brick or stone of sufficient strength shall be built over the opening of every chimney to support the breast thereof. Every camber arch shall have the abutments tied in by an iron bar, or bars of sufficient strength turned up or down at the ends and built into the jamb for at least 4½in. on each side.

#### Flues.

109. A flue shall not be adapted to or used for any new oven, furnace, steam boiler, or other fire used for any purpose of trade or business, or to or for the range or cooking apparatus of any hotel, tavern or eating house, unless the flue is surrounded with brickwork at least 9in. thick or reinforced concrete 6in. from the floor of the storey on which such oven, furnace, steam boiler, or other fire is situated to 12in. above the roof.

#### Flues in Connection with Engines.

110. A flue shall not be used in connection with a steam boiler or hot-air engine unless the flue is at least 20ft. in height, measured from the level of the floor on which such engine is placed.

#### Linings, etc. of Flues.

111. The inside of every flue, and also the outside where passing through any floor or roof or space enclosed by the roof or behind or against any woodwork, shall be rendered or pargetted or lined with fire-resisting piping or stoneware.

#### Jambs.

112. The jambs of every fireplace opening shall extend at least 9in. on each side of the opening thereof.

#### Incombustible Material in Certain Cases.

113. The breast of every chimney shall be of incombustible material at least 4in. in thickness and the brickwork surrounding every smoke flue shall be at least 4½in. in thickness, provided that where a ventilating flue is carried up with a smoke flue, they may be separated by a properly constructed iron wyth of cast iron not less than 1in. in thickness.

#### Backs of Fireplaces.

114. The back of every fireplace opening in party or external walls from the hearth up to a height of 12in. above the lintel or arch shall be brickwork at least 9in. thick or shall be reinforced concrete 6in. thick. No flue shall be within 2in. of the centre line of any party wall.

#### Thickness of Flues.

115. The thickness of the upperside of every flue when its course makes with the horizon an angle of less than 45 degrees shall be at least 9in.

#### Height.

116. Every chimney flue or chimney shaft shall be carried up in brick or stone work at least 4in. thick throughout to a height of not less than 3ft. above the roof, flat or gutter adjoining thereto, measured at the highest point in the line of junction with such roof, flat or gutter.

#### Top Courses.

117. The highest six courses of every chimney stack or shaft shall be built in cement mortar.

#### Chimney Shafts.

118. The brickwork or stonework of any chimney shaft, except that of the furnace of any steam engine, brewery, distillery or manufactory, shall not be built higher above the roof flat or gutter adjoining thereto than a height equal to six times the least width of such chimney shaft, at the level of such highest point in the line of junction, unless such chimney shaft is built with, and bonded to another chimney shaft, not in the same line with the first, or otherwise rendered secure to the approval of the surveyor.

#### Slabs.

119. There shall be laid level with the floor of every storey before the opening of every chimney a slab of stone, slate, or other incombustible material, at least 6in. longer on each side, than the width of such opening, and at least 14in. wide in front of the breast thereof.

#### How to be Laid.

120. On every floor except the lowest floor, such slab shall be laid wholly on stone or iron bearers, or upon brick trimmers, or other incombustible materials, but on the lowest floor it may be bedded on concrete, covering the site, or on solid materials placed on such concrete.

#### Hearths, etc.

121. The hearth or slab of every chimney shall be bedded wholly on brick, stone, or other incombustible materials, and shall together with such material be solid for a thickness of 6in. at least beneath the upper surface of such hearth or slab.

#### Flues in Party Walls.

122. A flue shall not be built in, or against any party structure or existing wall, unless it is surrounded with good sound brickwork, or other approved material, at least 4½in. in thickness properly bonded to the satisfaction of the surveyor.

**Cutting Away Chimney Breast.**

123. A chimney breast or shaft built with or in any party wall shall not be cut away, unless the surveyor certifies that it can be done without injuriously affecting the stability of any building.

**Cutting Into Chimney Shaft.**

124. A chimney shaft, jamb, breast, or flue, shall not be cut into except for the purpose of repair or doing one or more of the following things:—

- (1) Letting in or removing or altering flues, pipes, or funnels, for the conveyance of smoke, hot air or steam.
- (2) Forming openings for soot doors, each opening to be fitted with a close iron door and frames.
- (3) Making openings for the insertion of ventilating valves.

Provided that an opening shall not be made nearer than 12in. to any timber, or combustible material.

**Position of Timber Work.**

125. Timber or woodwork shall not be placed—

- (1) under any chimney opening within 6in. from the upper surface of the hearth of such chimney opening;
- (2) Within 2in. from the face of the brickwork or stonework above the chimney or flue, unless the face of such brickwork or stonework is rendered.

**Position of Wooden Plugs.**

126. Wooden plugs shall not be driven nearer than 3in. to the inside of any chimney or flue opening, nor any iron holdfast or other iron fastening nearer than 2in. thereto.

**Iron Work.**

127. No iron or steel joists or other iron work shall be placed in any flue except insofar as the same may be required for insuring stability.

**Floors Above Furnace or Ovens.**

128. The floor or roof over any room or enclosed space in which a furnace is fixed, and any floor within 18in. from the crown of an oven shall be constructed from fire-resisting material.

**Exempted Buildings.**

129. This by-law shall not apply to any temporary or removable offices and sheds used by builders during the construction of any building at or about the site of such building for a period not exceeding 12 months.

**Enforcement of By-laws and Penalties.**

130. No building may be erected except in compliance with these by-laws. No person shall erect, build, or construct, remove, or make any alteration or addition to, or cause to be erected, built or constructed, removed, or make any alteration or addition to any building, contrary to the provisions of these by-laws.

**Penalty for Breach.**

131. Any person who shall be guilty of any breach of any of the provisions of these by-laws, or shall fail to duly comply with any notice thereunder, shall be liable for every such offence to a penalty of not less than two pounds and not exceeding twenty pounds.

**Notice to Make Buildings Conform to By-laws.**

132. If any building shall be wholly or partly built, or erected, or added to, or altered, contrary to, or not in conformity with the provisions of these by-laws, the Board, or any officer thereof may give to the owner, occupier, or builder, or leave upon the site of such building notice in writing to bring such building into conformity with the said provisions, or requiring the pulling down or removal of such building within the time as limited in such notice, and such owner, occupier, or builder, shall comply with such notice within the time therein limited.

**No Alteration Infringing By-laws.**

133. No alteration shall be made in any building in such a manner that when so altered it will by reason of such alteration not be in conformity with the provisions of these by-laws relating to new buildings.

**No User Infringing By-laws.**

134. No person shall occupy or permit to be occupied any building for any purpose for which such building could not have been built under the provisions of these by-laws: Provided that this clause shall not prevent the continued use of any building in existence at the time of coming into operation of these by-laws for any purpose for which it was then being used.

**Licenses for Hoardings.**

135. The Board may grant licenses in accordance with the provisions of regulation (3) of the Second Schedule to the Road Districts Act for the erection of a hoarding or fence to the satisfaction of the surveyor. Such license shall be in the Form A of the Third Schedule hereto.

**License for Deposit of Materials on Roads, etc.**

136. The Board may grant licenses in accordance with the provisions of regulation (4) of the Second Schedule to the Road Districts Act for the deposit of materials on any road or way or the making of any excavation on any land abutting on or adjoining or contiguous to any road or way. Such deposit or excavation shall be to the approval of the surveyor. The license shall be in the Form B in the Third Schedule hereto.

Before granting a license to deposit the materials or make an excavation, the Board may require from the applicant a sum determined by the surveyor to be held as a deposit to cover the cost of carrying out repairs to the road, footpath, kerb, etc., made necessary by the deposit or excavation concerned.

**Tents and Canvas Buildings.**

137. The Board may grant, subject to conditions, or refuse permission to erect a structure of calico, canvas, or other textile material, and if any such structure is erected without the Board's permission may order its demolition.

**Truncation of Corners.**

138. Before any building is erected on the corner of a surveyed road the corner must be rounded on an 8ft. radius.

**Enforcement—Inspection.**

139. The Surveyor or his representative shall have power to enter at any time upon any building in course of erection for the purpose of inspecting the said building, and may require the production of the approved plans thereof, which are to be available on the building during ordinary working hours whilst the building is in course of construction.

**Numbering of Houses.**

140. Every owner, builder or householder shall accept such house numbers as shall be issued by the Bayswater Road Board and shall affix same in a place on the fence approved by the Board's Building Surveyor.

Such house number shall be issued free to all owners of new houses erected on and after date of gazettal of this paragraph. The Board may order any owner or householder of any house erected prior to the gazettal of this paragraph to affix house numbers at his own cost of a standard design approved by the Board, which may be purchased from the Board at cost price.

No person shall remove, deface, damage, or injure in any way any number or set of numbers placed or painted on any portion of such house, or fence. No person shall remove, deface, damage or injure in any way any number or set of numbers placed or painted on any portion of such house, camp, building, tenement, or other structure.

Any person offending against this by-law shall be liable to a penalty not exceeding £2.

First Schedule.  
FORM OF APPLICATION.

To the Building Surveyor,  
Bayswater Road Board.

As the person or builder causing and directing the undermentioned work to be executed, I hereby apply for a building license for same.

The following particulars of proposed work:—

Situation of Building or Structure:  
Street....., Lot.....  
Plan..... Type of building or structure and intended use.....  
Estimated value of work £.....  
Owner: Name..... Address.....  
Builder: Name..... Address.....  
Signature of person giving notice.....  
Address.....  
Witness..... Date.....

Second Schedule.  
Prescribed Fees.

	£	s.	d.
New buildings of an area of two squares or less .....	0	12	6
New buildings of an area of more than two squares—per square .....	0	5	0
Addition or alteration to buildings, per square (minimum fee 12s. 6d.) .....	0	5	0
Fees for hoarding licenses—6d. per yard per month.			
Fees for licenses to deposit on roads	2	0	0
Fees for licenses to excavate .....	2	0	0
Amendments or alterations to plans for which permits have been issued:			
Removal of buildings—minimum—	1	0	0

For inspection only of a building not in the district whether removal is approved or not—minimum £2 2s.—up to 10 miles. Over 10 miles, £2 2s., plus 1s. per mile for each mile over.

For inspection of a building within the district, whether removal is approved or not, £2 2s. Fees for permit additional to inspection fee.

Third Schedule.  
FORM "A."

Bayswater Road Board—License to Erect a Hoarding—Pursuant to Regulation 3 of the Second Schedule to the Road Districts Act and By-law.

No..... License is issued to..... of..... to erect a hoarding at the land specified hereunder for the purpose of carrying out building operations.

..... Secretary.

Lot No..... Street.....

Form "B."

Bayswater Road Board.

LICENSE TO DEPOSIT MATERIALS ON ROAD OR LICENSE TO MAKE AN EXCAVATION.

Pursuant to Regulation 4 of the Second Schedule to the Road Districts Act and By-laws.

No..... License is issued to..... of..... to deposit materials on the road at the land specified hereunder or to make an excavation on the said land.

..... Secretary.

Lot No..... Street.....

Passed at a meeting of the Bayswater Road Board held at Bayswater, Western Australia, on the 28th October, 1953.

(Sgd.) J. M. TOMS,  
Chairman.

(Sgd.) A. L. SCOTT,  
Secretary.

Recommended—

(Sgd.) G. FRASER,  
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council this 4th day of December, 1953.

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

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## BEVERLEY ROAD BOARD.

NOTICE is hereby given that at a meeting of the Beverley Road Board, held on 10th December, Mr. David Rigoll was duly appointed Traffic Inspector for the Beverley Road Board District.

L. W. DONCON,  
Chairman.

## WHEAT MARKETING ACT, 1948-1953.

Department of Agriculture,  
Perth, 4th December, 1953.

Ex. Co. No. 2377.

HIS Excellency the Governor in Executive Council, acting pursuant to section 4 of the provisions of the Wheat Marketing Act, 1948-1953, has been pleased to reappoint for a period of three years commencing from the 1st day of December, 1953, the following as the members of the Western Australian Agency Board of the Australian Wheat Board:—

- (a) Messrs. G. Simpson, W. J. Huxley, D. W. Maisey and J. F. Forrester to represent the interests of wheatgrowers;
- (b) Mr. H. E. Braine (Chairman) to represent the interests of licensed receivers;
- (c) Mr. L. J. Haining to represent the W.A. Flour Millowners Association; and
- (d) Mr. T. W. Brodie to represent the interests of the Railways Commission.

G. K. BARON HAY,  
Director of Agriculture.

Approved by His Excellency the Governor in Executive Council this 4th day of December, 1953.

R. H. DOIG,  
Clerk of the Council.



## BALINGUP DISTRICT VERMIN BOARD.

ALL settlers are hereby notified, under section 98 (1) of the Vermin Act, 1918-1942, to carry out the work of destroying rabbits on the whole of their properties and on roads bounding and intersecting same, between 20th January and 20th February, 1954. The method to be adopted is the laying of phosphorus poison baits in furrows. The quantity to be laid is at least two tins per 100 acres. No extension of time will be granted.

A second poisoning with apples and strychnine or arsenic is to be carried out between March 15 and April 15, 1954.

Fumigation must be undertaken during August, September and October, 1954; commencing 1st August, finishing 10th October, 1954.

By resolution of the Board,

R. F. DARLING,  
Secretary.

## VERMIN ACT, 1918-1951.

## Drakesbrook Vermin Board.

NOTICE is hereby given that under section 98 of the Vermin Act, 1918-1951, that all owners and/or occupiers of all or any holdings, either owned, rented or leased within the whole of the Drakesbrook Vermin District shall on the 25th day of January, 1954, commence the work of destroying rabbits upon such holdings and upon the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the 8th day of February, 1954.

The means to be adopted shall be the laying of poison baits in well defined trails. Baits to be composed of pollard and bran with phosphorus

and/or oats with strychnine. Multiple trails to be laid when using the phosphorus baits, and adequate free feeding when using strychnine baits.

A. G. E. ARMSTRONG,  
Secretary.

## THE DARDANUP DISTRICT VERMIN BOARD.

THE Dardanup District Vermin Board, by virtue of section 98 of the Vermin Act, 1918-1950, hereby orders as follows:—

The owners and/or occupiers of all holdings, whether owned, rented or leased, within the district of the Dardanup Road Board shall destroy all rabbits on such holdings and upon roads bounding or intersecting the same, from the 1st day of January, 1954, to the 31st day of December, 1954.

The means which shall be adopted for the work shall be the laying of poisoned baits, not more than three feet apart, in furrows. The quantity to be laid is at least two tins per hundred acres as follows: First drive, from the 25th January, 1954, to the 15th February, 1954. Second drive from the 8th March, 1954, to the 29th March, 1954. Also the fumigation and destruction of warrens to be carried out from the 15th day of August, 1954, to the 15th day of October, 1954.

All work is to be carried out to the satisfaction of the Board or the Board's Inspector.

By Order of the Board.

R. M. HARDISTY,  
Secretary.

12/12/1953.

IT is hereby notified that Wilfred Alexander Moulton was appointed Vermin Inspector to the Dardanup Vermin Board at a meeting held on the 14th November, 1953.

R. M. HARDISTY,  
Secretary.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

## Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
1130/53	1953. Dec. 3	Perron Bros. Pty., Ltd.	470A, 1953	Purchase and Removal of Second-hand Allis Chalmers HD7 Diesel Crawler Tractor (Eng. Model 371RC6, Serial No. 3719389), fitted with front mounted 3 ton jib crane	Public Works ....	£805.
1096/53	Dec. 10	.....	442A, 1953	Purchase and Removal of Second-hand Piping, as follows:— Item 1—1,970 ft. 1 in. Piping Item 3 (Part)—2,660 ft. 1½ in. Piping Item 2—2,100 ft. 1¼ in. Piping Item 3 (Part)—4,000 ft. 1½ in. Piping Item 4—2,720 ft. 2 in. Piping	Metro. Water Supply	6d. per ft. 9d. per ft. £3 6s. 8d. 8½d. per ft.
1015/53	do.	Michelides, Ltd.	361A, 1953	Tobacco, Cigarettes and Cigarette Papers for Government Institutions, etc., in such quantities as may be ordered during period from 1st November, 1953, to 31st October, 1954, as per Items 3 (a) and (b), 4 (a-d), 5 (a-i), 6 (a-f) and 7	Various ....	1s. 0½d. per ft. Rates on application.
1206/53	do.	Airlines (W.A.), Ltd.	493A, 1953	Aeroplane Charter for Aerial Baiting Campaign against Wild Dogs	Agriculture ....	3s. 3d. per mile flown.



## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned	Rate.
1122/53	do.	F. M. Langan	471A, 1953	Bread for Muresk Agricultural College as required during period 1st January, 1954, to 31st December, 1954	Agriculture	5½d. per lb.
1035/53	do.	A. & J. Kyle	490A, 1953	Removal of Bodies to Morgues at Kalgoorlie and Boulder, as per Items 1 (a) and 1 (b) and 2 (a) and 2 (b)	Police	Rates on application.
1078/53	do.	F. C. Williams	511A, 1953	Purchase and Removal of Second-hand McKay, Massey Harris 10 ft. A.L. Harvester, ex Agricultural Research Station, Merredin	Agriculture	£50.
694/53	do.	Wm. Adams & Co., Ltd.	275A, 1953	Laundry Machinery, delivered to Royal Perth Hospital, as follows :— Item 1—1 only Burton 42 x 54 Washing Machine, complete with 3 h.p. 50 cycle Motor Item 1—1 only Burton 42 x 54 Washing Machine, complete with a two-speed Electric Motor Item 2—Burton 54 x 120 Vac Ironing Machine, complete with 50 cycle Motors and fitted with Bronze Springs Item 3—1 only Prosperity General Purpose Unit, comprising 2 only Prosperity Model 454 P.C. General Purpose Presses 1 only Prosperity Model 222 P.C. Power Circle Duck Coat Yoke and Collar Press, complete with Steamtraps and Spares and with Tandem Coupling Gear	Public Works	£1,427 8s. 7d. £1,522 8s. 7d. £7,200. £964. £479.
		Baker Perkins Pty., Ltd.	....			
1295/53	do.	....	521A, 1953	Coffee and Chicory Mixed and Coffee Essence for Government Departments within 12 mile radius of the G.P.O., as required during the period ending 31st March, 1954, as follows :— Items 1 (a) and 2 (a) Item 3 (a)	Various	Rates on application.
		D. & J. Fowler, Ltd. G. Wood & Son (W.A.) Pty., Ltd.	.... ....			
1193/53	do.	Essential Taxis, Ltd.	489A, 1953	Taxi Transport, Claremont Mental Hospital to Royal Perth Hospital and return, as required during period 1st January, 1954, to 31st December, 1954	Health	£1 6s. per return trip.
1082/53	do.	Harris Scarfe & Sandovers, Ltd.	427A, 1953	Tiles for Women's Home, Mt. Henry, as per Items 1, 2 and 3	Public Works	Rates on application.
976/53	do.	.... D. W. Henderson Elder Smith & Co., Ltd. C. L. & K. D. Moore H. Butler J. & C. Fontanini H. E. Vick Westralian Farmers Co-op., Ltd.	386A, 1953 .... .... .... .... .... .... ....	Supply of Seed, as follows :— Item 1 Part Item 2 Part Item 2 Part Item 3 Part Item 3 Part Item 3 Item 4	....	Rates on application.
1240/53	do.	C. J. Ware	502A, 1953	Firewood for State Battery, Ora Banda, delivered to Battery	Mines	57s. 6d. per ton.
1179/53	do.	Harris Scarfe & Sandovers, Ltd.	480A, 1953	1 P. & A. 24 in. Bandsaws, complete with 2 h.p. 3 phase 50 cycle Electric Motor, Vee Belt and Pulleys, and 2 only ½ in. Blades, delivered Victoria Park	Government Stores	£131.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
1039/53	1953. Dec. 10	..... Boltons Pty., Ltd. ....  Jason Industries, Ltd. ....	495A, 1953	Bowl and Instrument Sterilisers, as follows :— Item 1—20 Standard Non-Pressure Type Instrument Sterilisers suitable for operation on 240 volt current, F.O.R. or where directed Perth Item 2—20 Standard Non-Pressure Type Bowl Sterilisers for operating on 240 volt current, delivered Metropolitan Area Item 3—10 Standard Non-Pressure Type Bowl Sterilisers for operating on 220 volt current, delivered Metropolitan Area	Public Health	£23 10s. each.  £36 9s. 9d. each.  £36 9s. 9d. each.
1313/53	Dec. 4	Technical Supply Co.	535A, 1953	10,000 only 8 fluid oz. Bottles Argentine Ant Bait, delivered where directed Perth	Agriculture	1s. per bottle.
1191/53	Dec. 10	.....  W. O. Johnston & Son  Sara & Cook Pty., Ltd.  H. W. Atkinson	102 and 103	Meat and Dairy Produce for Government Institutions, etc., as required during period 1st January, 1954, to 31st December, 1954, as follows :— Items 1 and 2 (Schedule No. 102) and 5-86 inclusive (Schedule 103) Items 3 and 4 (Schedule No. 102) Items 6, 7, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 27, 28, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 48, 54, 56, 58, 59, 61, 62, 64, 66, 68, 74, 75, 79, 80, 81, 82, 83 (Schedule 103)	Various	Rates, etc., on application.

## Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies Required.	Date of Closing.
1953.			1953.
Dec. 4	542A, 1953	Steam Heated Tilting Stock Pots for Mt. Henry	Wednesday, Dec. 23
Dec. 11	552A, 1953	Electric Clothes Dryers (2 only), for Royal Perth Hospital	Dec. 23
Dec. 11	559A, 1953	Piles, Stringers and Corbels for Bridge over the Blackwood River	Dec. 23
			1954.
Dec. 4	543A, 1953	Hot Presses, Bain Maries, Urns and Cold Counter for Mt. Henry	Jan. 7
Nov. 27	528A, 1953	Parts for Blast Furnace	Jan. 7
Dec. 11	563A, 1953	Steel Pipes, 4 $\frac{3}{4}$ in. ext. dia. for G.W.S.	Jan. 7
Dec. 18	568A, 1953	Recapping Bus Tyres for W.A.G. Tramways and Ferries	Jan. 7
Dec. 18	570A, 1953	Oil Fuel for Diesel Locomotives and Rail Cars	Jan. 7
Dec. 18	575A, 1953	Battery Shoes and Dies	Jan. 7
Oct. 6	408A, 1953	400 K.V.A. Transformers, 2 only§	Extended to Jan. 14
Oct. 6	409A, 1953	Cables, Joint Boxes, Tee Boxes, Feeder Pillars, etc.§	Extended to Jan. 14
Oct. 6	410A, 1953	Extra High and Low Tension Switchgear, etc.§	Extended to Jan. 14
Oct. 6	411A, 1953	440 Volt. Three-phase Wharf Crane Plugs§	Extended to Jan. 14
Dec. 18	569A, 1953	Fabrication and Erection of Plant for Handling Collie Coal at East Perth Gas Works	Jan. 14
Dec. 18	571A, 1953	Fabrication of Point Chairs for W.A.G. Railways	Jan. 21
Dec. 11	562A, 1953	Double Buffer Springs (500 only), for W.A.G. Railways Commission§	Jan. 28
Dec. 15	564A, 1953	Pumping Machinery for Collie Sewage Pumping Station No. 2	Feb. 4

§ 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.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

For Sale by Tender.

Date of Advertising.	Schedule No.	For Sale.	Date of Closing.
1953.			1953.
Dec. 11 ....	555A, 1953	Tractor Tyres (6 only), ex Forest Department, Manjimup	Wednesday, Dec. 23
Dec. 11 ....	556A, 1953	1947 Model International 15 cwt. Utility	Dec. 23
Dec. 11 ....	557A, 1953	1947 Model Chevrolet 1 ton Table Top Truck	Dec. 23
Dec. 11 ....	558A, 1953	1941 Model Chevrolet 15 cwt. Cab Front Utility	Dec. 23
Dec. 11 ....	560A, 1953	1942 Model Ford V8 4 ton Truck	Dec. 23
Dec. 11 ....	566A, 1953	Second-hand Electric Refrigerator (approx. 10 cub. ft.)	Dec. 23
Dec. 15 ....	565A, 1953	Second-hand Caterpillar D7 Diesel Crawler Tractor with Treepusher and Bulldozer Equipment	1954. Jan. 7
Dec. 15 ....	567A, 1953	Second-hand Ruston Hornsby 40 h.p. Engine with Spare Parts	Jan. 7
Dec. 18 ....	574A, 1953	Second-hand Fordson Major Tractor, fitted with Griffin Hydraulic Front End Loader	Jan. 7
Dec. 18 ....	572A, 1953	Second-hand 3 h.p. and 4½ h.p. Lister Engines, ex State Battery, Kalgoorlie	Jan. 14
Dec. 18 ....	573A, 1953	Turbo-Alternator Plant, ex East Perth Power Station	Jan. 28

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 endorsed 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.

17th December, 1953.

A. H. TELFER,  
Chairman.

## APPOINTMENT.

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

Registrar General's Office,  
Perth, 15th December, 1953.

THE following appointment has been approved:—

R.G. No. 174/53.—Mr. Thomas Edward Mulligan, as Assistant District Registrar of Births and Deaths for the Murchison Registry District, to maintain an office at Mt. Magnet, during the absence on leave of Mr. Ernest Melrose Hunter; appointment to date from 21st December, 1953.

R. J. LITTLE,  
Registrar General.

## Cancellation.

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

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

*Church of England.*

700/53; 5/12/53; Rev. Canon Clarence William Norwood, A.K.C., B.D.; St. Luke's Rectory, 1 Willis Street, Mosman Park; Perth.

R. J. LITTLE,  
Registrar General.

## REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1948.)

Registrar General's Office,  
Perth, 15th December, 1953.

## Appointments.

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

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

*Church of England.*

700/53; 13/12/53; Rev. Harold le Hardy Hughes-D'Aeth; St. George's Rectory, Chapman Road, Bluff Point, via Geraldton; Geraldton.

700/53; 10/12/53; Rev. William Henry Charles Hyde, M.A.; 24 Lawley Crescent, Mt. Lawley; Perth.

*Roman Catholic Church.*

701/53; 1/12/53; Rev. Marko Maslovac; The Presbytery, Edeline Street, Spearwood; Fremantle.

701/53; 1/12/53; Rev. Henry Finbar Walsh; The Presbytery, 211 Aberdeen Street, West Perth; Perth.

*Congregational Union of W.A. (Incorp.).*

704/53; 8/12/53; Mr. Russell Aubrey Fowler, B.Sc.; Congregational Manse, Collie; Wellington.

## GOVERNMENT RAILWAYS ACT, 1904-1951.

The Office of the Commissioner  
of Railways,

Perth, 10th December, 1953.

Ex. Co. No. 2427.

HIS Excellency the Governor in Executive Council under the provisions of the Government Railways Act, 1904-1951, has been pleased to approve of the amendment in the manner mentioned in the Schedule hereunder, to by-law No. 54 made by the Commissioner and published in the *Government Gazette* on the 14th day of May, 1940.

A. G. HALL,  
Commissioner of Railways.

## Schedule.

By-law No. 54 is amended by deleting Appendix 1 and inserting in lieu thereof a new Appendix 1 as follows:—

## Appendix 1.

Regulations for the use of Motor Trolleys, Motor Quadricycle, Geared Trolleys, Trolleys and Tricycles.

1. In the following regulations the word trolleys is to be taken as relating to all of the vehicles prescribed above, except where otherwise specified.

2. (a) When a motor trolley can be removed readily from the road by one man it may be used subject to these regulations except that in the case of a double line it must travel on the proper line in the same direction as ordinary traffic.

(b) When a motor trolley can be removed readily from the rails by two men, and not less than two men accompany it, and the total load is not more than such men can remove readily from the rails, it may be permitted to travel on the line subject to these regulations.

3. Where motor trollies are used as ambulances they must be treated as trains.

4. Employees in charge of trollies must exercise the greatest possible vigilance and take all reasonable precautions to protect the men and machines from accidents or collisions with trains or other vehicles, or road vehicles at level crossings.

5. (a) Where it is possible to communicate either verbally or by telephone with the signalman, no trolley is to be placed on the line or proceed into the section until the approval of the signalman has been obtained and all information regarding trains and other trollies has been received.

(b) At unattended stations where facilities are available the employee in charge of trolley must obtain permission from the station in advance before entering the section.

(c) When applying for permission for trollies to enter a section full particulars as to movements and destination must in every case be given to the signalman.

6. Information regarding the running of trains or other vehicles or the condition of the section, when requested by the employee in charge of any trolley, must only be given by the officer or employee who is in charge of the safeworking at the time. This does not include the guard of a train temporarily in charge of an unattended station for the purpose of safeworking trains through.

7. Except when otherwise authorised by the Chief Traffic Manager any information received by any officer or employee in charge of safeworking regarding the early or late running of trains or any information regarding train movements or the movements of trollies must be recorded in the train register book on the page in use for the day immediately below the previous entry.

8. Employees in charge of trollies must notify the signalman or officer-in-charge of the station in the rear when they have cleared a section.

9. Every employee in charge of a trolley must be thoroughly acquainted with the ordinary running of trains. Before setting out he must also make himself conversant with any special train notices concerning the running of special trains on the day on which he is using the trolley. He must have in his possession a watch showing correct time. A copy of the current Working Time Table for the district, a copy of the current *Weekly Notice* or *Weekly Notice Supplement* in force at the time must be carried by drivers of motor trollies.

10. (a) Trollies must approach points, or curves where the view is obstructed, at slow speeds. When view is restricted the driver must be able to stop in a distance which is half the clear view ahead.

(b) When approaching level crossings speed of trollies must be reduced sufficiently to enable the machine to be stopped short of any obstruction thereon, and must not proceed over the level crossing in the face of an approaching road vehicle.

(c) When passing over points and crossings or roadways at level crossings, the speed of trollies must not exceed 5 m.p.h.

(d) Trollies must be pushed and not driven over spring frog crossings in order to avoid derailments.

11. Every employee in charge of a trolley before entering on a curve, cutting or tunnel or any other portion of the line where he is unable to get a good and distant view must stop the trolley and listen for the sound of trains, and should he hear one he must satisfy himself as to his position and of the absence of danger before proceeding.

12. In all cases trollies must be removed from the line at least five minutes before train is due or expected.

13. (a) Trollies must not be left standing unattended on a running line but shall be removed to the full clearance of 5ft. from centre line when under platform level and 7ft. when above platform level.

(b) Trollies must not be left standing on sidings where they are liable to move and foul any running line.

14. When removed from the line and left unattended, trolley wheels must be padlocked.

15. (a) It is forbidden to attach trollies to a train or to propel them by sails.

(b) A minimum distance of 150 yards is to separate any two trollies travelling in the same direction unless coupled together within 6 inches.

(c) A trolley must not follow a train within a minimum distance of 150 yards.

16. When trollies are so loaded that they cannot readily be removed from the line they must be protected in accordance with Rule 282.

17. When gang motors, motor quadricycles or geared trollies are used on a double line they must be taken in the same direction as the train is running. When tricycles are used they are to be taken in the opposite direction to which the train is running except in the case where the two lines are not parallel, when it may become necessary for fire-patrol men to follow a train on the same line. In such cases the employee must take special care and protect himself in every possible way.

18. Trollies not having insulated axles must not run on track circuited sections.

19. Trollies at stations, depots, gang headquarters and other localities must be examined, the necessary parts cleaned and oiled, and given a short run under service conditions at least once every week to ensure that they are in proper order for use.

20. The speed of trollies must not exceed 15 m.p.h. during the hours of darkness.

21. (a) When trollies are used after sunset and before sunrise the following Red lights are to be used:—

Single lines—a Red light in both directions.

Double lines—motor trollies, motor quadricycles, geared trollies, and gang trollies—a Red light to the rear.

Tricycles—a Red light to the front.

(b) When an approved fixed headlight is in operation, the Red light to the front is not to be displayed.

(c) If the trolley is removed from the line the lights must be obscured.

22. Rear vision mirrors must be used on tricycles.

23. Employees must not use trollies for private purposes.

24. Under no circumstances is a trolley to be lent by any employee for use by any person other than a properly authorised person. Neither is it to be taken from the length or station to which it belongs excepting in cases of accident or other emergency.

25. Except as provided for in regulation 26 of these regulations, no person other than those connected with the Civil Engineering Branch or the Signal and Telecommunications Sub-branch, Officers of District Administrative staff, Loco. Fitters and Pumpers shall travel on the railway line unless furnished with a special permit, which he must show and deliver up to any Ganger, Station Master or any other duly authorised employee, and it will be the duty of such employees to see that every such person using a trolley is carrying the prescribed authority. Any person failing or refusing

to show or deliver such permit when required must not be allowed to continue his journey. Possession must be taken of the trolley, the name and address of the person obtained and the circumstances immediately reported to the District Engineer and the District Traffic Superintendent.

26. Trolleys may be used by employees of the Traffic Branch without a permit in case of accident, emergency, transference of staff from one end of a section to the other, failure of the electrical staff, establishing and cancelling of pilot-working, or for the purpose of cleaning or giving prompt attention to signals which may be defective.

27. Permits for the use of trolleys will be issued in the following form by District Engineer, Inspector Per Way or Per Way Ganger:—

W.A.G.R.

PERMIT FOR USE OF TROLLEY.

Mr..... Designation.....  
is hereby authorised to travel on a.....  
trolley No..... from..... to.....  
for the purpose of.....  
Signed.....,  
Designation.....  
Date.....

28. (a) Trolleys must not pass through a tunnel unless permission has first been obtained from the Signaller in charge of the station at either end of the section.

(b) When the trolley has cleared the tunnel the trolley driver must, where telephones are provided, advise the station at either end of the tunnel.

(c) A trolley must not enter the tunnel while the Section is occupied, and no train is to be permitted to enter the section after an employee with a trolley has been allowed to enter the tunnel until information has been received from such employee that the tunnel is clear.

29. Trolleys must not be used during fogs unless operated as a train, in which case the driver or man in charge must act in accordance with rule 174.

Approved by His Excellency the Governor in Executive Council this 4th day of December, 1953.

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

I, GERRIT VAN WILGENBURG, of lot 20, proposed road off Alfred Road, Claremont, in the State of Western Australia, Trustee of or person hereunto authorised by The Reformed Church of Perth, do hereby give notice that I am desirous that such Church should be incorporated under the provisions of the Associations Incorporation Act, 1895.

G. van WILGENBURG,  
Trustee.

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

Memorial of The Reformed Church of Perth Filed in Pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—The Reformed Church of Perth.

2. Objects—(i) To disseminate the religious teaching and further the work of The Reformed Church of Perth. (ii) To purchase, lease, erect or acquire, build, alter or enlarge churches, chapels, homes, buildings and residences for ministers and to use the same for the furtherance of the work of The Reformed Church of Perth. (iii) To raise and expend moneys upon and give support to religious, philanthropic, charitable and educational purposes. (iv) To support and foster youth movements, libraries, lectures and the publication of periodicals, books and pamphlets. (v) To employ

officers whether full time or part time and to provide stipends for ministers and teachers (whether clerical or lay) and relief or pensions for such persons, their widows and families. (vi) To do all such other things as are incidental or conducive to the above.

3. The office of The Reformed Church of Perth is situated at lot 20, proposed road off Alfred Road, Claremont.

4. Trustees—Gerrit van Wilgenburg, Jurjen Peter Freeze and Jacob Wagenaar.

5. The management (by common consent of the Congregation) is vested in the Church Council comprising five members elected by the Congregation.

ASSOCIATIONS INCORPORATION ACT, 1895.

I, ERIC OLIVER PEDERICK, of "Sans Souci," Kojonup, in the State of Western Australia, Farmer, a person hereunto authorised by Changerup District Recreation Centre, do hereby give notice that I am desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

ERIC O. PEDERICK.

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

Memorial of Changerup District Recreation Centre Filed in Pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—Changerup District Recreation Centre (Inc.).

2. Object or Purpose of the Institution—To provide a meeting place for the holding of sporting and other social and welfare activities by residents of the Changerup district.

3. Where Situated or Established—Changerup, Western Australia.

4. Names of the Trustees—Eric Oliver Pederick, Athol Ross Anderson, Angelo Rodolfo Marinoni.

5. In Whom the Management of the Institution is Vested and by What Means—A committee by means of the Rules of the Centre.

Jackson, McDonald, Connor & Ambrose, Solicitors, 55 St. George's Terrace, Perth.

NOTICE is hereby given that the partnership heretofore subsisting between Robert Edward Crofts and William Leslie Hart, carrying on business as Garage and Service Station Proprietors at 23A Boulder Road, Kalgoorlie, has been dissolved by mutual consent as from the 1st day of December, 1953, by the retirement therefrom of the said Robert Edward Crofts.

HEENAN, HARTREY & CO.,  
Solicitors, Palace Chambers, Kalgoorlie.

NOTICE OF DISSOLUTION OF PARTNERSHIP. NOTICE is hereby given that the partnership heretofore subsisting between the undersigned Keith McLaren Nicholls and Noel William Nicholls, carrying on business as Drapers at Prince Street, Busselton, under the style or firm of "K. & N. Nicholls" has been dissolved by mutual consent as from the 15th day of September, 1953. All debts due to and owing by the said late firm will be received and paid respectively by the said Noel William Nicholls who will continue to carry on the business of a Draper at Prince Street, Busselton.

Dated the 3rd day of December, 1953.

K. NICHOLLS.

N. NICHOLLS.



applicable for the work for the time actually worked, but, if engaged for more than one-half ( $\frac{1}{2}$ ) day, then at the higher rate applicable and for the whole of the day in question.

## II.—General.

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

### 11.—Country Work.

(1) 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.

(2) 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.

(3) 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.

### 12.—Under-Rate Workers.

(1) 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.

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

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

### 13.—Fares and Travelling Allowances.

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

### 14.—Hours.

(a) Forty (40) hours shall constitute a week's work for all workers covered by this Award, such hours to be worked as follows:—

(i) In retail stores and warehouses.—Not more than eight (8) hours per day, Monday to Friday inclusive, between 9 a.m. and 6 p.m., and not more than four (4) hours on Saturday between 9 a.m. and 1 p.m.

(ii) In signwriting and ticket-writing establishments.—Not more than eight (8) hours per day, Monday to Friday, inclusive, between 7.30 a.m. and 5 p.m., and not more than four (4) hours on Saturday between 7.30 a.m. and 12 noon.

(b) One (1) hour shall be allowed for a meal between 12 noon and 2 p.m., Monday to Friday, inclusive.

### 15.—Overtime.

(1) Any worker who is called upon to work overtime for more than two (2) hours, without receiving notice of such overtime on the previous day, shall be provided with a suitable meal, or shall be paid the sum of two shillings and sixpence (2s. 6d.) in lieu thereof.

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

(3) If a worker who is required to work works during the recognised meal period, so that the commencement of the meal period is postponed for more than one-half ( $\frac{1}{2}$ ) hour, that worker shall receive payment at double time rates until he gets his meal.

(4) Subject to the preceding subclause, if a worker who is required to work during the recognised meal period does not in consequence obtain during his shift the full continuous meal period, or loses any portion of the meal period, he shall be paid at double time rates for the period not obtained, or any portion lost.

(5) The expression "recognised meal period" means the period customarily observed as the meal period by the worker or workers concerned, except when the time of commencement of the customary period is altered by mutual consent of the employer and the worker or workers in the shop to suit the convenience of the worker or workers or the employer, in which case the altered times shall be the basis of any rights under the preceding subclauses (3) and (4).

(6) Except as provided in clause 16 (b), 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.

(7) 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.

### 16.—Holidays.

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

(b) Work performed on Sundays and on any of the holidays specified in subclause (a) hereof 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 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 shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of 1/12th of a week's pay for each completed month of service; provided that payment for absence through such ill-health shall be limited to one week's pay in each calendar year.

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

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

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

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

18.—Board of Reference.

(1) For the purpose of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) representatives, one to be nominated by the representatives of the workers' Union, and one to be nominated by the representatives of the employers' Union and the said Board shall have assigned to it, in the event of no agreement being arrived at between the parties to this Award, the functions of—

- (a) adjusting any matter of difference which may arise from time to time, except that which may involve interpretation of any of the provisions of this Award;
- (b) dealing with any other matter which the Court may refer to the Board from time to time.

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

19.—Junior Workers.

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

(2) Wages for junior workers:

	Percentage of Basic Wage per Week.	
	Male.	Female.
First year's experience	25	45
Second year's experience	35	55
Third year's experience	45	65
Fourth year's experience	55	82.5
Fifth year's experience	70	90
Sixth year's experience	85	97.5
Seventh year's experience	100	—

(3) "Experience" in this clause means experience with one or more employers in the industry, and where a junior has been employed with more than one employer in the industry, the term shall mean the sum of the periods of such employment.

20.—Junior Workers' Certificate.

Junior Workers, upon being engaged, shall furnish the employer with a certificate containing the following particulars:—

- (1) Name in Full.
- (2) Age and date of birth.
- (3) Name of each previous employer and length of service with each previous employer.
- (4) Class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be indorsed on the certificate and signed by the employer upon the request of the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age or length of service of the worker being wrongly stated in the certificate. If any worker shall misstate his age on the above certificate, he shall be guilty of a breach of this Award.

21.—Access to Jobs or Shops.

The Secretary or any duly accredited representative of the Union of workers shall, with the consent of the employer or his representative, be allowed free access to any shop covered by this Award at any time during working hours.

22.—Record.

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

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

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

23.—Posting Copy of Award and Union Notices.

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

24.—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.

25.—Part-time Workers.

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

26.—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.



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

Dated at Perth this 12th day of November, 1953.

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

Filed at my office this 12th day of November, 1953.

G. MELLOWSHIP,  
Acting Clerk of the Court.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 218 of 1953.

Between the Bank Officials' Association of Western Australia Union of Workers, Perth, Applicant, and Australia and New Zealand Bank Ltd.; The Bank of New South Wales and others, Respondents.

HAVING heard Mr. L. M. Lipsett on behalf of the Applicant and Messrs A. C. Cowan and L. O. Caust on behalf of the Respondents, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the Court of Arbitration and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 56 of 1951, be and the same is hereby amended in the manner following:—

Clause 3.

Lines 10 and 11—delete the words "The Bank of New South Wales."

Line 12—delete the word "their" and substitute the word "its."

Schedule of Respondents.

Add to the Schedule of Respondents the following:—

The Bank of New South Wales.

Dated at Perth this 24th day of November, 1953.

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

IN THE COURT OF ARBITRATION OF WESTERN  
AUSTRALIA.

No. 15 of 1953.

Between Western Australian Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers, Applicant, and the Fremantle Harbour Trust Commissioners, Respondents.

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

1.—Title.

This Award shall be known as the Fremantle Harbour Trust (Carpenters and Joiners) Award 1953.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Definitions.
4. Scope.
5. Area.
6. Term.
7. Contract of Service.
8. Terms of Service.
9. Preference to Unionists.
10. Payment of Wages.
11. Rates of Pay.
12. Special Rates and Provisions.
13. Fares and Travelling Allowance.
14. Rest period.

15. Hours.
16. Overtime.
17. Annual Leave and Public Holidays.
18. Absence through sickness.
19. Board of Reference.
20. Long Service Leave.
21. Record Book.
22. Interviewing workers.
23. Union stewards.
24. Notice boards.
25. Provision of appliances.
26. Apprentices.

3.—Definitions.

Carpentry and Joinery.

(i) "Carpenter and Joiner" means a worker engaged upon the erection, repair, ornamentation and demolition of work in wood for re-erection, or of any form of construction work in wood, and upon the work usually done by carpenters and joiners in any engineering or millwright shop or yard, the building of bridges, jetties and/or wharves, or the fixing of any other work in wood, metal or plastic usually done by carpenters and joiners in hospitals, mills, freezing works, cool stores, and all other places where carpenters and joiners are usually employed, and upon the making, preparing and fixing of any other materials usually used in joinery or construction necessitating the use of carpenters' tools or machines in lieu thereof, including—

- (a) metal ceilings, the fixing of the following asbestos products:—Plain and corrugated sheets, gutters, downpipes, ridgings, rain heads, ventilators and skylights, fascia and barge-boards;
- (b) metal shop fronts and fittings;
- (c) the setting out and laying of wood blocks or parquet flooring;
- (d) all pre-fabricated buildings in wood construction in factories or on site.

(ii) "Setter Out" means a carpenter and joiner who sets out work (other than wood blocks or parquet flooring) for three (3) or more carpenters and joiners.

(iii) "Detail Worker" means a carpenter and joiner who sets out and works upon staircases, bar, kitchen or office fittings or any similar detail work from architects' plans or blue prints.

(iv) "Employer" shall mean the Fremantle Harbour Trust Commissioners.

(v) "Union" means the Union party to this Award.

4.—Scope.

This Award shall apply to all carpenters and joiners and apprentices in such callings employed by the Fremantle Harbour Trust Commissioners.

5.—Area.

This Award shall apply to all carpenters and joiners in the employ of the Fremantle Harbour Trust and shall operate over that area within the boundaries of the Port of Fremantle vested in the Commissioners of the Fremantle Harbour Trust.

6.—Term.

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

7.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except when such absence from work is due to illness and comes within the provisions of clause 18 or such absence is on account of holidays to which the worker is entitled under the provisions of this Award.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent, with the exception of wet weather, in which case the decision as to whether it is too wet to work shall rest with the officer in charge of the job, if available, and, in his absence, the foreman.

(e) The rate of payment in the wages clause, is for the purpose of convenience, expressed in weekly amounts.

#### 8.—Terms of Service.

Each worker shall faithfully serve his employer on the work in which he is employed, in compliance with the terms and conditions of this Award.

#### 9.—Preference to Unionists.

(a) Preference of employment shall be given to financial members of the Union.

(b) Before being engaged an applicant seeking preference shall produce to the employer evidence that he is a financial member of the Union.

(c) The employer shall not continue to employ a person not a member of the Union if such non-unionist can be replaced with a member of the Union who makes personal application for employment, is ready to perform the work within twenty-four (24) hours of such application, and produces reasonable proof of his experience and efficiency on the class of work being performed.

(d) The benefits of this clause shall not apply to any worker who has taken part in a strike or stop-work meeting during the currency of this Award.

#### 10.—Payment of Wages.

(a) Workers shall be paid weekly where practicable.

(b) When a worker is discharged before the usual pay day he shall be paid his wages when he ceases work or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.

#### 11.—Rates of Pay.

	Per Week.
	£ s. d.
(a) Basic Wage—	
Metropolitan area, within a radius of 15 miles from G.P.O., in the City of Perth	12 6 6
(b) Margin	2 12 0
(c) Allowances—	
Tool Allowance	5 0
Disabilities Allowance	5 0

The latter allowance shall not be payable to a worker for any week in which he is employed for the major portion of the time in the work-shop.

(d) Casual Workers.—Any worker who is employed for less than one week shall be considered casual, and shall receive ten per cent. (10%) per day in addition to the rates prescribed in this Award: Provided this subclause shall not apply in the case of a worker dismissed for misconduct or incompetence.

#### 12.—Special Rates and Provisions.

##### Other Monetary Allowances.

(1) Foreman.—“Foreman” means a worker who is in charge of one or more leading hands, or who is directly responsible to the supervisor for preparing estimates of work and the actual carrying out of work by other tradesmen.

A foreman shall receive a maximum of two pounds, twelve shillings (£2 12s.) per week above the minimum rates provided for tradesmen in the district in which he may be employed.

Provided that where a foreman is working under the supervision of an engineer the rate paid above the minimum provided for a tradesman shall be two pounds, five shillings (£2 5s.) per week.

(2) Leading Hand.—Any tradesman placed in charge of three (3) or more tradesmen or of six (6) workers shall be paid as a leading hand tradesman. Leading Hand Tradesmen shall receive fifteen shillings (15s.) per week above the minimum rates provided for a tradesman.

(3) Workers employed on the following work shall be paid at the rate of fourpence (4d.) per hour in addition to the prescribed rate whilst so employed:—

(a) Working on a boat-type or swinging scaffold.

“Swinging scaffold” means any scaffold suspended from overhead gear and not supported from the ground and which by reason of wind force or vibration is likely to swing or sway. (No employer shall permit an apprentice who has served less than two (2) years to work on a boat-type or swinging scaffold and no such apprentice shall work on any such scaffold.)

(b) Excessively dirty work which is likely to render the worker or his clothes dirtier than the normal run of work (with a minimum payment as for four (4) hours when employed on such work).

(c) Insulating work in an average temperature of forty-five (45) degrees F. or under.

(d) Working for more than one (1) hour continuously in the shade in places where the temperature is raised by artificial means to exceed 130 degrees F.

(e) Working in dust-laden atmosphere caused by the use of materials for insulating, deadening or pugging work (as, for instance, pumice, charcoal, silicate of cotton or any other substitute).

(f) Working in any confined space in and around a building.

“Confined space” means one of which the dimensions are such that the workman must work in an unusually stooped or cramped position or without adequate ventilation or where confinement within a limited space is productive of unusual discomfort to him.

(g) Engaged in repairs to sewers.

(4) Workers whilst employed in any place where water is continuously dripping so that the worker's clothing becomes wet with soakage, or where there is water underfoot so that the worker's feet become wet, shall be paid an allowance of one shilling and fourpence (1s. 4d.) per day extra whilst so employed. This shall not apply to natural surfaces wet by rain.

Where watertight boots are provided by the employer and—

(a) may, in the opinion of the employer, safely be used by the worker, and

(b) provide adequate protection against the water or wet conditions,

the allowance specified in this subclause shall not be payable: Provided that the worker concerned shall decide whether boots are to be provided or payment made in respect of work on sunken floats.

(5) Offensive Allowance (Robbs Jetty).—Workers working in the effluent at Robbs Jetty shall be paid an allowance of fourpence (4d.) per hour.

(6) Bitumen or Tar Work.—Any worker actually coming into contact with hot or viscous tar or bitumen whereby his clothing become injuriously affected shall be paid an allowance of one shilling and sixpence (1s. 6d.) a day in addition to the prescribed rate of pay unless protective material is used.

(7) Setter Out.—A “setter out” in a joiner's shop shall be paid one shilling and sixpence (1s. 6d.) per day extra above the minimum rate hereinbefore prescribed for his trade, but where a worker qualifies for an allowance under this paragraph and also under sub-

clause (1) of this clause he shall be entitled to subclause (1) of this clause he shall be entitled to whichever allowance is the higher, but not to both.

(8) Detail Worker.—A joiner engaged on detail work shall be paid one shilling and sixpence (1s. 6d.) per day extra above the minimum rate hereinafter prescribed for his trade, but where a worker qualifies for an allowance under this paragraph and also under subclause (1) of this clause he shall be entitled to whichever allowance is the higher, but not to both.

(9) Grinding Facilities.—The employer shall provide suitable grinding facilities, together with the required power (hand or driven) where such facilities are reasonably necessary for the use of workers other than casual workers (and where an emery stone is provided it shall not be less than one and one-quarter inches in thickness) or, at the option of the employer pay the sum of one shilling and sixpence (1s. 6d.) per week extra where no such grinding facilities are available on the job for the use of workers.

(10) First Aid.—(a) Where practicable one of the employees in each gang exceeding ten (10) men shall be qualified in first aid.

(b) A first aid outfit shall be provided and maintained by the employer on all construction jobs to which this Award applies. Such outfit shall consist of at least the following:—Boracic acid, iodine, picric acid (bottle solution), 1-inch bandages, 2½-inch bandages, 4-inch bandages, lint, cottonwool, triangle bandages, lysol, permanganate of potash, snake bite scarifier, 12-inch, 18-inch, 24-inch and 30-inch splints, and one pair of scissors.

(11) Provision of Boiling Water.—The employer shall, where practicable, provide boiling water for the use of his workers on each job at lunch time.

(12) Attendants on Ladders.—No worker shall work on a ladder at a height of over twenty (20) feet from the ground when such ladder is standing on any street, way or lane where traffic is passing to and fro without an assistant on the ground.

(13) Sanitary Arrangements.—The employer shall comply with the provisions of section 102 of the Health Act, 1911-1952.

(14) Change Room.—The employer shall, where practicable, provide on each job a suitable and convenient and secure change room where the workers may change their clothes. The change room shall not be used for storing lime, cement or other similar materials.

(15) Protection of Workers' Tools.—A secure and waterproof place shall be provided by the employer where the carpenters' tools may be locked up apart from the employer's plant or material.

### 13.—Fares and Travelling Allowance.

(a) The Fremantle Harbour Trust, shall in all cases, pay all travelling expenses actually and reasonably incurred by the workers in going from the shop or yards of the Fremantle Harbour Trust, or from one job to another.

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

(c) When a conveyance is provided by the employer and such conveyance is regularly used for the transport of workers to and from work, such conveyance shall be provided with suitable seating accommodation and weatherproof covering.

### 14.—Rest Period.

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

This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer. Morning tea may be taken by employees during this interval, but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by an employee of any provision hereinbefore expressed

or implied, the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

(b) Workers engaged on essential emergency work or on some process in course (e.g. concreting) may be required to take the prescribed tea break at such time and in such a manner as considered necessary by the officer in charge of the job, or in his absence, by the foreman.

### 15.—Hours.

(a) Forty (40) hours shall constitute a week's work.

(b) Subject as hereinafter provided, such hours shall be worked on the first five (5) days of the week and eight (8) hours shall be worked on each day between the hours of 7.30 a.m. and 5 p.m., with an interval of not less than forty-five (45) minutes for lunch: Provided however, that in the case of repairs and renovations to shops or business premises where the work is likely to cause discomfort and inconvenience to the users of the premises, the foregoing hours may be altered to 7 a.m. to 6 p.m. on the first five (5) days of the week, but a shift shall not be broken except for the duration of the meal period. Where the employer avails himself of the proviso to this subclause he shall notify the Union in writing within forty-eight (48) hours of the commencement of the job.

### 16.—Overtime.

(a) (i) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter: Provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday, shall be paid at double time up to the usual starting time: Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(ii) Unless otherwise agreed between the parties in the case of a worker who works a five (5) day week Monday to Friday, inclusive, and who works overtime on a Saturday, for the first four (4) hours of overtime, time and a half rate and thereafter double time rate, shall be paid, but if the worker works any period after 5 p.m. on a Saturday he shall be paid double time rate for all time worked after that hour.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the Unions has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than eighteen (18) hours' overtime in any one (1) week, except in the case of a breakdown of the employer's plant.

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

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

(e) When a worker is required to continue working after knock-off time for more than one (1) hour without being notified the previous day, he shall be supplied with any meal required, or be paid three shillings (3s.) for such meal.

(f) When a worker is required for duty during any meal hour he shall be paid overtime rate until he be allowed the usual length of time for a meal.

(g) Notwithstanding anything contained herein—

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

- (ii) An organisation, party to this Award, and/or a worker or workers covered by this Award, shall not 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 (i) above.
- (iii) The provision of this subclause shall remain in operation only until otherwise determined by the Court.

#### 17.—Holidays and Annual Leave.

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

(ii) Union Picnic Day shall be the fourth Monday in November in each year: Provided, however, where on a particular job a day other than Union Picnic Day is observed that day shall be observed in lieu of Picnic Day.

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

(iv) In the case of workers working a five day week, no payment or a day in lieu shall be granted for any public holiday falling on a Saturday.

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

(vi) When a worker is off duty owing to leave without pay or sickness, including accident on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the whole of the working day immediately preceding a holiday, and resumes duty or is available on the working day immediately following as prescribed in this clause the worker shall be entitled to a paid holiday on all such holidays.

(b) Annual Leave.—(i) 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 the employer after a period of twelve (12) months' continuous service.

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

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

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

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

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

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

(vii) "Ordinary Wages" for the purpose of subclause (a) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

(c) General.—The provisions of this clause shall not apply to casual workers.

#### 18.—Absence through Sickness.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service.

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

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

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1944.

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

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

#### 19.—Board of Reference.

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

(i) adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this Award or any of them;

(ii) dealing with any other matter which the Court may refer to the Board from time to time;

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

#### 20.—Long Service Leave.

Employees shall be entitled to long service leave in accordance with the conditions authorised by the Government of Western Australia for wages employees; such leave shall at all times be taken at the convenience of the employers.

#### 21.—Record Book.

The wages sheets of the Fremantle Harbour Trust shall be open for inspection at Head Office by the Secretary of the Union upon reasonable notice being given of his desire to inspect same.

## 22.—Interviewing Workers.

On notifying the officer in charge any officer of the Union authorised in writing by the President and Secretary of such Union shall have the right to enter any place or premises during ordinary working hours wherein members of the Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises. Provided that such officer shall not hamper or otherwise hinder the workers in carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

## 23.—Union Stewards.

Stewards appointed by the Union shall be recognised by the Fremantle Harbour Trust hereinbefore mentioned in this Award; the secretary shall notify in writing the names of the stewards and any subsequent alteration. The stewards shall not be paid for any time occupied on Union business during working hours.

## 24.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered essential for the convenience of the Union to have a notice board.

## 25.—Provision of Appliances.

(a) Carpenters.—The employer shall provide the following tools when they are required on the job:—Dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, tram-mels, hand and thumb screws, soldering irons, spanners from three-quarters of an inch ( $\frac{3}{4}$ in.) upwards, steel tapes, asbestos cutters, and all power driven tools and machines on construction jobs.

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

## 26.—Apprentices.

(a) The term of apprenticeship shall be five (5) years.

(b) The maximum number of apprentices allowed shall be in the following proportions:—One (1) apprentice to every two (2) or fraction of two (2) journeyman employed by him provided the fraction shall not be less than one (1).

(c) Wages—

	Percentage of Basic Wage.
First six months	20
Second six month	25
Second year	35
Third year	55
Fourth year	80
Fifth year	95

Provided that where an apprentice is twenty-one (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 twenty-one (21) years of age in the course of his fifth year, he shall be paid the full basic wage for the period following his twenty-first (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 a tradesman's rate through Government supplementation.

(d) Until the 31st December, 1953, the employment of apprentices under this Award shall be governed by the Court's 1941 Standard Apprenticeship Regulations subject to the following amendment:—

(i) Add to Regulation 37 the following sub-clause:—

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

(ii) Delete Regulation 40.

(e) The employer shall be under no obligation to teach an apprentice to carpentry and joinery any work in connection with metal ceilings where that work is not performed by such employer.

(f) A tool allowance shall be paid to apprentices in their third, fourth and fifth years as follows:—Carpentry and joinery—5s. per week.

Provided that apprentices shall be supplied with tools as selected by the foreman as follows:—Carpentry and joinery—Up to the value of £12.

(g) As from and including the 1st January, 1954, the employment of apprentices shall be governed by the Court's 1953 Standard Apprenticeship Regulations.

In witness whereof this Award has been signed by the Conciliation Commissioner this 18th day of November, 1953.

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

## INDUSTRIAL AGREEMENT.

No. 19 of 1953.

(Registered 18th November, 1953.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1952, this 10th day of November, 1953, between the W.A. Midland Railway Employees' Industrial Union of Workers (hereinafter referred to as the "Union") of the one part, and the Midland Railway Company of Western Australia, Limited (hereinafter referred to as the "Company") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

## Part I.—General Section.

This Part of the Agreement applies to all workers covered by this Agreement.

## 1.—Term of Agreement.

The currency of this Agreement shall be three years from the 2nd day of November, 1953.

## 2.—Arrangement.

## Part 1.

1. Term.
2. Arrangement.
3. Area and Scope of Agreement.
4. Interpretations.
5. Workers Performing Higher Duties.
6. Promotion.
7. Retirement.
8. Transfers and Transfer Allowances.
9. Water Allowance.
10. Payment for Travelling Time.
11. Travelling by Sea.
12. Absence from Duty.
13. Payment for Sickness.
14. Free Passes, Privilege Tickets and Season Tickets.
15. Annual Leave and Holidays.
16. Uniforms.
17. Apprentices.
18. No New Designation.
19. No Reduction.
20. Under-rate Workers.
21. Secretary's Pass.
22. Charges Against Workers.

23. Preference to Unionists.
24. Shop Stewards.
25. Board of Reference.
26. Transfer Accommodation Allowance.
27. Shift and/or Night Work.
28. Reasonable Overtime to be Worked if required.
29. Guaranteed Week.
30. Alterations and Additions.

#### Part 2.

Traffic, Running Sheds (other than Tradesmen and their Assistants.)

31. Hours of Duty.
32. Overtime and Sunday Time.
33. Allowances and Arrangements for Guards.
34. Time-table Conference.
35. Knowledge of Roads.
36. Away-from-home and Meal Allowances.

#### Part 3.

Civil Engineering Section.

37. Hours of Duty.
38. Overtime and Sunday Time.
39. Away-from-home and Meal Allowances.
40. Workers in Breakdown Gangs and Wash-aways.

#### Part 4.

Workshops (including Tradesmen and their Assistants in Running Sheds) and Stores Section.

41. Hours of Duty.
42. Overtime and Sunday Time.
43. Shift Work.
44. Away-from-home and Meal Allowance.
45. Workers in Breakdown Gangs and at Wash-aways.
46. Height Money.
47. Junior Workers.

#### Part 5.

48. Allowances, Special Provisions, etc.
49. War Loading.
50. Wages.

Apprenticeship Regulations Schedule.

#### 3.—Area and Scope of Agreement.

This Agreement shall apply only to workers employed by the Company in and about the working and maintenance of the Midland Railway, and shall be binding upon the abovenamed parties, and shall operate over the whole of the Midland Railway and the workshops used in connection therewith: Provided, however, that, except where otherwise stated, the provisions of this Agreement shall not apply to those employed as part-time workers in the position of—(a) attendants or caretakers of sidings; (b) caretakers of barracks; (c) pumpers.

#### 4.—Interpretations.

“Company” means the Midland Railway Company of Western Australia, Limited.

“Lifter” is a worker employed at Workshops in lifting rolling stock, and, in the case of all vehicles other than locomotives, in changing wheels and axle boxes, changing springs and spring gear, including buffers, changing worn parts of vacuum and other brake gear, and attending to bolts and nuts generally as required.

“Locomotives,” for the purpose of this definition, do not include diesel rail cars or steam rail cars: Provided, however, that in the case of these cars the lifter’s work shall not extend to the mechanism necessary to transmit the power to the wheels.

“Line and signal maintainer” is a worker performing the duties of lineman and interlocking adjuster separately or in conjunction.

“Assistant line and signal maintainer” means a worker engaged on line and signal work on a section which is controlled by a line and signal maintainer.

“Casual hand” means a worker employed for less than one (1) week continuously, but does not include a worker who, when work is available, leaves his employment before the expiration of one (1) week.

“Attended barracks” means any building attended to by a whole or part-time caretaker appointed for that purpose, which is provided with bed, clean bedding, cooking utensils, and light, and lighting facilities, water and fuel. This shall include a van used to supplement the building accommodation when such is not sufficient to accommodate the workers.

“Unattended barracks” means any van used as a barracks provided with accommodation mentioned in the previous definition, and any building which, whilst provided with the accommodation mentioned therein, is wholly unattended.

“Married Man” includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

“Market towns”: The following shall be the approved market towns:—Midland Junction, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara, Walkaway.

#### 5.—Workers Performing Higher Duties.

(a) A worker engaged for more than one-half ( $\frac{1}{2}$ ) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift; if employed for one-half ( $\frac{1}{2}$ ) or less than half ( $\frac{1}{2}$ ) of one (1) day or shift, he shall be paid the higher rate for the time actually worked: Provided, however, that acting time of less than twenty (20) minutes in any one (1) day or shift shall not be counted: Provided further, that the conditions applicable to such higher duties shall apply.

(b) Should any worker be required to perform work in a lower grade, his wage shall not be reduced whilst employed in such capacity.

#### 6.—Promotion.

(a) A worker promoted to a higher position, the minimum pay for which is less than he received in the position vacated, shall be paid his former rate.

(b) A junior worker on attaining the age of twenty-one (21) years, provided he has passed the prescribed examinations, if any, shall be entitled to preference of employment as a senior in the branch in which he has been working, should a vacancy exist in such branch.

(c) Before any promotion to a vacancy is made other than by selection of the senior man, application for the vacancy shall, in the case of vacancies in the workshops or in the stores branch, be invited by notices posted on the recognised notice boards, and in the case of other vacancies by notification either by wire or circular to all stations; provided that this subclause shall not apply in any case where it is necessary to fill a position without the delay involved by the calling of applications, in which case a temporary appointment may be made, pending the making of a permanent appointment.

(d) In the case of promotion, the selection of a worker for the higher position shall be governed by the relative ability, suitability, record and experience. All other qualifications being equal, the senior man shall be selected.

Where the senior man is not selected for the position an appeal may be made by the worker aggrieved to the Company within seven (7) days of the time when such aggrieved worker shall receive notice of his application having been refused. Pending the hearing and determination of this appeal to the Company the appointment made shall be considered as purely temporary so that in the event of the appeal succeeding the senior worker may be appointed to the position.

(e) In the case of a married worker refusing promotion owing to lack of accommodation at the place where the vacancy exists, he shall not be penalised because of his refusal to accept such promotion. For the purpose of this clause “accommodation” shall be deemed to include the provision of a house which may be rented by such worker.



(f) After six (6) months' continuous service in a higher grade, a vacancy shall be deemed to exist in such grade, and it shall be filled subject to subclauses (c), (d) and (e); provided, however, that this subclause shall not apply where the position filled was caused by sickness, accident, long service leave, or leave without pay or holidays of any worker.

#### 7.—Retirement.

(a) No worker after six (6) months' continuous service shall leave the service of the Company until the expiration of fourteen (14) days' written notice of his intention so to do without the approval of the Company.

(b) Except in the case of summary dismissal for misconduct, fourteen (14) days' written notice shall be given by the Company to any such worker whose services are no longer required, and the reason for dismissal shall be stated in such notice.

(c) In the event of either the Company or the worker failing to give the prescribed notice, wages shall be paid or forfeited, as the case may be, to the extent by which the actual notice given falls short of the fourteen (14) days' notice. Wages so forfeited by the worker may be deducted from any wages due to such worker up to the time of his leaving the Company. Provided that where both parties agree to the acceptance of notice of less than fourteen (14) days, no penalty shall be imposed.

#### 8.—Transfers and Transfer Allowances.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer, and, if on inquiry it is found that such transfer can be arranged with another worker to suit the convenience of the Company, he shall then be re-transferred. A worker transferred from one station to another over one mile distant, involving a change of residence shall—

- (i) be paid not less than four pounds (£4) for a married man and fifteen shillings (15s.) for a single man; a married man who does not transfer his family shall be paid as a single man until he does transfer his family;
- (ii) be paid such further out-of-pocket expenses (if any) as the Company in its discretion shall decide to have been reasonably incurred;
- (iii) be granted free passes for himself and family (including those dependants mentioned in the interpretation of "married man" and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects, including one cow and not more than two (2) goats; where the train is provided with appropriate sleepers and the worker's journey extends through the night he and his family shall be supplied with sleeping berths;
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime, Saturday or Sunday time rates shall apply;
- (v) married workers shall be allowed one (1) day for packing and one (1) day for unpacking (if necessary). A married man who does not transfer his family shall be treated as a single man.

(b) The granting of an allowance in excess of that provided above to meet special cases shall be at the discretion of the Company.

(c) Any worker who is transferred from one place to another to suit himself, or who is transferred by way of punishment, shall be entitled to the provisions of subclause (a) (iii) only; Provided however that in the case of a worker who has applied for a transfer for his own convenience, such application shall be deemed to have lapsed after the expiration of three (3) months from the date thereof, and if such application is not renewed, and the worker is subsequently transferred, the provisions of this clause shall not apply.

(d) At least ten (10) days' notice shall be given to a worker required to transfer permanently from one station to another.

(e) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at any depot for relief or other purposes for a lesser period, he shall be paid away-from-home or lodging allowance provided for in his section of this Agreement.

#### 9.—Water Allowance.

Water shall be delivered alongside the line gratis to any worker in the following scale:—

To a married man—30 gallons per day.

To a single man—10 gallons per day.

This shall not apply to stations where a public water scheme is available.

#### 10.—Payment for Travelling Time.

(a) A worker travelling as a passenger going to work away from or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time for the first eight (8) hours, and thereafter at half the ordinary rates in any one period of twenty-four (24) hours.

(b) Any worker travelling as a passenger returning to his home station after having acted in a higher capacity shall be paid travelling and/or waiting time at the rate of pay he was in receipt of for the time worked immediately preceding such travelling time.

(c) Where the waiting time exceeds four (4) hours (and suitable accommodation is available) the worker shall be deemed to be booked off duty and shall not be entitled to payment for the time he is booked off.

(d) Sunday travelling time shall be paid at the same rate and on the same conditions as on week days. The penalty rate payable under clauses 32 (c) (i) and (c) (ii), for work on Saturday shall not apply to travelling time on Saturday.

(e) The hours in the case of a member of a fettling gang shall commence and end each day at the tool shed, excepting when the place of work is closer to the employee's place of residence and he is not required to attend at the tool shed, in which case the commencing or finishing time shall be at the place of work. Provided that when in the opinion of the ganger the efficient maintenance of track necessitates an employee finishing work elsewhere than herein stated he shall be allowed reasonable travelling time at ordinary rate to the tool shed or to a point on the track nearest his home (if he be not required to go to the tool shed) whichever is the closer.

(f) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m. Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one day: Provided further that where by virtue of the length or nature of the journey the sleeping berth is available for six (6) hours or less, travelling time shall be paid for such period with a minimum of four (4) hours.

#### 11.—Travelling by Sea.

A worker when travelling by coastal boat shall be entitled to first-class accommodation on the boat, and to one-fourth only of the usual away-from-home allowance, and travelling time shall be paid at ordinary rates: Provided that not more than eight (8) hours shall be paid for as travelling time in any one period of twenty-four (24) hours.

#### 12.—Absence from Duty.

(a) Any member of the running staff, being unable to attend to his duty through sickness, shall notify his foreman or other officer-in-charge at least three (3) hours before the time he is booked for duty, and he shall also satisfy such foreman or officer that he is unfit to attend to his duties.

(b) Any worker so absent shall not again be booked up for duty unless he notifies such foreman or officer, not later than noon on any day, that he is fit to resume when he shall be booked up for duty not later than the following day.

(c) Any other worker losing time through sickness or injury shall, as soon as possible, notify his foreman or other officer-in-charge when possible, in sufficient time to permit of arrangement being made for the performance of his duties. Any such worker who fails to do so shall be treated as absent without leave.

(d) Subject to the provisions of clause 13 (Payment for Sickness) any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

### 13.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill health at the rate of one-twelfth of the guaranteed week's work for each completed month of service: Provided that payment for such absence through such ill-health shall be limited to one week in each calendar year, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the end of each calendar year, or at any time the worker leaves the service, 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) No worker shall be entitled to the benefits of this clause unless he produces proof to the satisfaction of the Company or its representative of sickness, but the Company shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(c) No payment will be made for any absence due to a workers' own fault, neglect, or misconduct.

### 14.—Free Passes, Privilege Tickets and Season Tickets.

(a) After twelve (12) months continuous service a worker shall be allowed three (3) passes per annum as under:—

One (1) second-class station-to-station pass on the occasion of the annual or long service leave, to cover the full term of leave due.

Two (2) first-class privilege passes from one given station to another and return, except during the Christmas, New Year and Easter holidays, when at the option of the Company, the passes may be issued as second-class.

Provided however, that in the event of the worker, owing to domestic arrangements desiring to return to his home leaving his family at the holiday destination, the pass issued will be considered as available for the return of the family, or a separate pass issued therefor.

In addition to the worker the passes shall be available for his wife and unmarried members of his family under eighteen (18) years of age; unmarried daughters over 18 years of age; and his parents: Provided they are resident with and dependent upon him for support. The station-to-station passes may be changed to first-class on payment by the worker of half the additional fare at ordinary rates.

For the purpose of this clause a member of the family shall be deemed to be dependent provided such member's income does not exceed twenty-five shillings per week, exclusive of old-age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

A widower with his child or children resident with him and who regularly employs a housekeeper may, at the discretion of the Company, be granted passes for such housekeeper; in like manner an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station-to-station pass for his wife and dependents, as mentioned in subclause (a) hereof, where it is inconvenient for both to travel together.

(c) Should any worker through illness be unable to use his station-to-station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(d) After six (6) months' continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station-to-station, for the term of such holidays: Provided that, should a worker not have given the requisite notice, or obtained the consent of the Company to leave the service as provided for in clause 17, he shall forfeit all claim to any passes he would otherwise have been entitled to under the provisions of this clause.

(f) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch for the purpose of obtaining medical attention.

(g) Market Passes.—Workers stationed outside suburban areas shall be issued market passes once per month to the market town most convenient to the Company and the worker. The passes may be issued in favour of the worker, his wife, or his housekeeper, and children between the ages of five (5) and fourteen (14) years. A worker's wife or housekeeper may be granted a market pass once per fortnight, if required: Provided that the maximum number of passes granted under this subclause shall be two (2) per month. A market pass may include a perambulator, or go cart, if required.

(h) Free Freight.—Domestic supplies up to a maximum weight fortnightly of two hundred-weight (2 cwt.) for married men and one hundred-weight (1 cwt.) for single men shall be carried free by rail to home station from the market town most convenient to the Company and the worker, and, in addition, meat, bread, vegetables and dairy produce, when not obtainable locally shall be carried free from the market town most convenient to the Company and the worker where same are procurable. All such supplies shall be for the sole use of the worker and his family. This subclause shall not apply to the suburban areas: Provided that this concession shall not apply when any member of the worker's family conducts a boarding-house or store at the home station.

(i) Free passes shall not apply to race or hired special, guaranteed special, or special excursion trains within a 50-mile radius, or when in the opinion of the stationmaster at the station where the worker desires to commence his journey there is not ample room in the train.

(j) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight; provided that the work upon which they are engaged will permit of their doing so. No travelling time shall be paid. Provided also that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(k) Privilege Tickets.—After six (6) months' continuous service, a worker shall be allowed privilege return tickets (first or second class) for himself, wife and unmarried members of his family under eighteen (18) years of age, also unmarried daughters over eighteen (18) years of age, provided they are resident with and dependent upon the worker's earnings; the charge for the privilege tickets to be half the single fare for the return journey, with a minimum of one shilling (1s.) for adults and sixpence (6d.) for children.

(l) Season Tickets.—On the Company's Railway second class season tickets at half the ordinary season ticket rates, available between the station nearest his residence and his place of work, shall, on application, be issued to any worker. To any worker in receipt of forty-five per cent. (45%) of the basic wage or under per week, one-quarter of the ordinary season ticket rates shall be charged.



## 15.—Annual Leave and Holidays.

## (1) Annual Leave.

(a) Every worker shall, after twelve (12) months' continuous service, be entitled to two (2) weeks' leave on full pay each year, the whole of which shall, except by agreement between the Company and the union to the contrary, be taken at one time in each year: Provided always that with the consent of the Company holidays may be allowed to accumulate for two (2) years.

(b) Guards, signalmen, head shunters, shunters, ticket examiners on trains, senior conductors, and conductors, after twelve (12) months' service, shall be allowed an additional week's holiday in each year on full pay.

(c) Workers shall be paid for annual leave at their graded rates of pay when such annual leave is taken: Provided that if within two (2) weeks before such annual leave is taken the worker is acting in a higher capacity, and has been so acting for a period of not less than two (2) months continuously, the annual leave shall be paid for at the rate applicable to such higher capacity position.

(d) Workers after one month's continuous service shall be entitled to annual leave referred to in subclauses (a) and (b) in proportion as the length of service is to the period of twelve (12) months.

(e) No deduction shall be made from annual leave for the period any worker is off duty through sickness unless the absence exceeds three (3) calendar months.

(f) In respect of employees of Traffic Branch covered by Part II of this Agreement, every year prior to the 31st August a statement shall be posted in each depot or station showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the 30th June each year, and only leave up to that date will be granted each year, except in cases where leave has been allowed to accumulate.

Holiday lists are not to be departed from without the consent of the employee, except for reason of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

Where an employee's holidays have been cancelled he shall be notified within one month after such cancellation of the date on which he is to be again booked off and this date shall not be departed from.

With the approval of the head of the branch any worker may exchange dates with another.

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

(h) Unless at his own request, no worker shall be booked off for annual leave at a foreign or at his temporary home station.

(i) If a worker is booked off for annual leave when away from his permanent home station, he shall be allowed travelling time to and from the place he is working at and such home station; the leave to count as starting and finishing at his permanent home station.

(j) When work is closed down over Christmas and New Year for the purpose of annual leave, workers with less than a full year's annual leave due will only be entitled to payment during such period for the number of days' annual leave due to them.

(k) In any section of employees whose work is closed down over Christmas and New Year to clear leave, a worker required for duty during Christmas holidays shall be given at least one month's notice in writing of his services being required, unless such notice is waived by the worker.

## 2.—Holidays.

(a) In addition to their annual leave, the following days shall be observed as holidays—New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, King's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.

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

(c) In the case of workers working a five-day week, no payment or day in lieu shall be granted for any holiday falling on a day on which the normal roster provides for the worker to be off duty.

(d) When any holiday falls on a Sunday, workers shall not be granted a paid holiday except where that holiday is observed on the following Monday.

(e) A holiday which falls on a day on which a worker is on paid annual leave shall be treated as if it fell on the worker's ordinary working day.

(f) A worker who returns to his home station, or finishes a shift at his home station, not later than 4 a.m. on any holiday and is not again booked on duty for that day shall be treated as having had a paid holiday.

(g) (i) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker, however, is on or is available for duty on the working day immediately preceding a paid holiday or resumes or is available for duty on the working day immediately following a holiday the worker shall be entitled to a paid holiday on such holiday.

(ii) In accordance with the long service leave agreement, any holiday occurring during the period in which a worker is on long service leave shall be calculated as portion of the long service leave and extra days in lieu shall not be granted.

(h) Unless at his own request, no worker shall be booked off for a holiday at a foreign or at his temporary home station.

(i) If a worker is rostered for a short shift on a holiday but is not required to work on that day he shall be paid for such rostered hours only.

(j) If a worker coming within the provisions of Parts III or IV of this agreement on an emergency job on a holiday outside his ordinary hours of duty for a short period he shall be paid a minimum of two hours at ordinary rates. In such event the worker shall be deemed to have had a holiday and shall be paid in full for such holiday.

(k) A casual worker, i.e., a worker who is paid the ten per cent. (10%) casual allowance, shall not be entitled to any paid holidays.

## 16.—Uniforms.

The following uniforms shall be supplied by the Company:—

## Guards (Passenger and Mail)—

1 cap and 2 suits per annum; and

1 mackintosh, or overcoat, every four years.

## Guards (Mixed or Goods)—

1 cap and waterproof cover, and two suits per annum;

1 three-quarter oilskin coat every three years;

1 Pair leather leggings every six years.

**Shunters and Head Shunters—**

- 1 waterproof cap cover; and
- 1 cap and 1 felt hat; and 2 suits per annum;
- 1 three-quarter oilskin coat every two years;
- 1 pair leather leggings every six years.

**Porters (other than those engaged solely on Goods Work)—**

- 1 cap and 2 suits per annum.

**Lampmen and Car Cleaners—**

- In lieu of one (1) cap and two (2) suits per annum,
- One (1) cap without badge; and
- Two (2) suits overalls per annum.

**Sheeters Working Outside—**

- 1 Oilskin coat every two years;
- 1 pair leather leggings every six years.

**Ticket Collector—**

- 1 cap and 2 suits per annum.

**Lavatory Attendants (Traffic Branch only)—**

- 1 cap and 1 suit per annum.

**Gate Keepers—**

- 1 cap and 1 suit per annum.

**Number Takers—**

- 1 cap and 2 suits per annum;
- 1 oilskin jacket and oilskin leggings every two years.

**Ticket Examiners on Trains—**

- 1 cap and 2 suits per annum;
- 1 mackintosh or overcoat every four years.

**Conductors—**

- 1 cap and 2 suits per annum;
- 1 mackintosh or overcoat every four years.

**Checkers—**

- 1 cap and helmet every two years.

**Checker Working Outside—**

- 1 oilskin coat every two years; and
- 1 pair leather leggings every six years.

**Car and Wagon Builders on Battery Boxes—**

- Woollen overalls as needed.

**Workers hosing out stock trucks at Midland Junction—**

- 1 Three-quarter oilskin coat and 1 pair gum boots to be provided for use of men so engaged.

Employees in the Traffic Branch requiring occasionally to work outside during wet weather shall be allowed the use of emergency oilskin coats.

**Fuelmen on Coal Stages—**

- 1 oilskin coat every two years; and
- 1 pair leather leggings every six years.

**Watchmen (other than Traffic or Civil Engineering Branch)—**

- 1 oilskin coat every two years; or
- 1 overcoat every four years.

**Car and Wagon Examiners employed on outside work—**

- 1 oilskin suit every two years.

**Oilers—**

- 1 oilskin suit every two years.

**Electric Battery Hand and Assistant: Acid Room Attendants—**

- 2 suits wollen overalls per annum;
- rubber boots when required.

**Raker-out and Tuber—**

- 2 dungaree suits per annum.

**Men employed at Oil Store, Midland Junction—**

- 1 suit dungaree overalls per annum.

**Gangers and Repairers—**

- 1 long oilskin coat every two years;
- 1 pair leather leggings every six years.

**Length Runners—**

- 1 oilskin suit every two years.

**General.**

The uniforms shall be held by the worker and worn on duty only and shall not be sold or disposed of.

Uniforms need not be supplied to casual hands.

Where two suits are provided, delivery shall be made at the beginning of the summer and winter seasons.

**17.—Apprentices.**

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

(b) Apprentices shall be allowed to the following trades:—

1. Blacksmith.
2. Fitter (mechanical).
3. Fitter (electrical).
4. Painter.
5. Carpenter.
6. Car and Wagon Builder.
7. Plumber.
8. Motor Mechanic.
9. Saw Doctor.
10. Turner and Iron Machinist.
11. Trimmer.
12. Watch and Clock Repairer.
13. Coppersmith.
14. Wood Machinist.
15. Panel Beater.
16. Sheet Metal Worker.

(c) Notwithstanding anything elsewhere contained in this Agreement to the contrary an apprentice required to live away from his home shall be paid not less than the rate applying to an apprentice in his second year.

**18.—No New Designation.**

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

**19.—No Reduction.**

This Agreement 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.

**20.—Under-Rate Workers.**

A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lower rate which shall be agreed upon in writing between the worker and the Secretary of the worker's union. If within seven (7) days after being notified of the worker's desire to work at a lower rate of wage than that prescribed, the said Secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest Resident or Police Magistrate to fix such lower rate of wage. The worker shall give such Secretary two (2) days' notice in writing of his intention to apply to the magistrate, and the said Secretary or his agent may attend and oppose the application. The magistrate may fix the rate of wage, and his decision shall be final.

Any worker whose wage shall have been so fixed may work for and be employed by the Company for such wage for the period of six (6) calendar months thereafter and, after the expiration of the said period, until fourteen (14) days' notice in writing shall have been given to the worker by the Secretary of the union requiring his wage to be again fixed in the manner prescribed by this Agreement.

**21.—Secretary's Pass.**

The Company shall grant leave without pay for the continuous period or otherwise of thirty (30) days in each year to the Secretary of the union (should such secretary be a railway worker) to enable him to attend exclusively to the union work, and a free pass will be issued to the said Secretary, whether he be an employee or not, for that period, but the pass may be withdrawn at the Company's discretion. Such pass shall be used exclusively for railway union work, and not for political purposes.

## 22.—Charges Against Workers.

(a) If, in the opinion of the officer-in-charge, any irregularity on the part of any worker should be reported, he will, within seven (7) days (or, if not at a main depot or station, then within ten (10) days) from his first knowledge of the occurrence notify such worker that he has been so reported.

(b) When a charge has been made against any worker he shall be supplied with a copy of such charge and any reports upon which it is based.

(c) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(d) When a worker against whom a charge is pending has made a statement to an officer-in-charge, and which statement the officer-in-charge has taken down in writing, such worker shall either be furnished with a copy of such statement, or be allowed to take a copy of it.

(e) If a final decision in any case in which a charge has been made against a worker be not given within three (3) calendar months from the time when the offence comes to the knowledge of the head of the branch, the charge in question shall lapse.

(f) A worker who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sundays or holidays) following the date on which he was suspended. Except in cases where dismissal follows suspension, a worker shall be paid for any time under suspension in excess of six (6) days referred to provided the worker has not delayed the submission of his explanation of the offence for which he was suspended.

(g) Where a worker exercises his right of appeal, no deduction shall be made from his wages in respect of any fine until a final decision has been given.

(h) Where a worker has been fined an amount exceeding one (1) day's pay, the amount to be deducted from any fortnight's pay shall not be greater than one (1) day's pay except with the consent of the worker concerned.

## 23.—Preference to Unionists.

(a) In this clause the term "unionist" means a worker who is a member of the applicant union, and the term "non-unionist" means a worker who is not a member of the applicant union.

(b) Unionists shall be given preference of employment and, if the Company employs a non-unionist, it commits a breach of this Agreement if during such employment there are unionists competent to do the work and available and ready to perform it.

(c) Notwithstanding the provisions of subclause (b) hereof, it shall not be a breach of this clause for the Company to employ a non-unionist if the latter, within either 14 days of the date of this Order, or within 14 days of the commencement of his employment makes application to join the Union and thereafter, if accepted, completes such application.

(d) Liberty is reserved to either party to apply to cancel or amend this clause at any time during the currency of this agreement.

(e) If during the continuance of this Agreement the Union, or the majority of the members of the Union, shall be concerned in or take part in anything in the nature of a strike the benefit of this clause shall ipso facto cease and determine.

(f) If any employment subsist or continue to subsist in breach of this clause both the employer and the worker concerned shall be liable to a penalty for the breach.

(g) The foregoing provisions shall not apply to the following:—

(i) Juniors or apprentices.

(ii) Workers covered by any Award or industrial agreement between the State Executive, Australasian Society of Engineers, Industrial Association of Workers and Company.

(iii) Carpenters and/or car and wagon builders who, pursuant to the decision of Mr. President Dunphy, dated 21st April, 1949, (29 W.A.I.G. p. 137), have maintained their membership of Unions other than the Union party to this Agreement.

(iv) Tradesmen employed in a temporary capacity.

## 24.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards to be appointed by the Union shall be recognised by the Company.

## 25.—Boards of Reference.

(a) The Court appoints for the purpose of the Agreement, Boards of Reference. The Boards shall each consist of a chairman and two (2) other representatives nominated by the parties. There are assigned to such Boards in the event of no agreement being arrived at between the parties to the Agreement the function of—

(i) classifying and fixing wages, rates and conditions for any machine, occupation or calling not specifically mentioned in the Agreement;

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

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

(b) Separate Boards may be appointed for different sections corresponding to the occupations, callings, or avocations referred to in this Agreement, and/or for different districts.

(c) The provisions of Regulation 92 of the Industrial Arbitration Act, 1912-1952 (Appeal from Board) shall be deemed to apply to any Board of Reference appointed hereunder.

## 26.—Transfer Accommodation Allowance.

(a) Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available they shall be paid the sum of forty shillings (40s.) per week until such time as suitable accommodation is available or for a period of six (6) months, which ever shall be the shorter. The term "married men" shall for this purpose also include widowers with dependents and also others with dependents.

(b) Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case the details of the expenses shall be submitted and all items in excess of five shillings (5s.) must be supported by receipted vouchers.

Provided however, that such payment shall be limited to a period of six (6) months and shall not exceed thirty shillings (30s.) per week.

(c) Any dispute arising between the Union and the employer as to the amount (if any) payable under this clause to any particular worker shall be referred for settlement to a Board of Reference constituted under clause 25 of this Agreement.

## 27.—Shift and/or Night Work.

(a) Workshop employees whilst working in recognised workshops shall be paid allowances for afternoon and night shifts at the same amounts and under the same conditions as tradesmen mechanical fitters employed in workshops in the Company, subject to no payment for any shift exceeding the cash remuneration that would be payable to an ordinary tradesmen mechanical fitter working the same shift.

(b) Subject to the exceptions in subclause (d) hereof, employees other than those provided for in subclauses (a) and (c) hereof shall be paid for ordinary time worked on any afternoon or night shift seven and a half per cent. (7½%) more than ordinary rates.

(c) Subject to the exceptions hereinafter provided, employees in transportation grades and others named herein shall be paid night work allowance at the amounts herein stated for all ordinary time worked on week days between the hours of 8 p.m. and 6 a.m.

- (i) Adult Males—Excepting ticket examiners on trains, senior conductors and conductors, watchmen, gatekeepers, and crossing keepers—fivepence halfpenny (5½d.) per hour.
- (ii) Ticket examiners on trains, senior conductors and conductors, watchmen—three-pence (3d.) per hour.
- (iii) Junior Males—threepence (3d.) per hour.
- (iv) Females whose rates of wages are based on fifty-four per cent. (54%) or more of the male basic wage and/or are equal to or exceed same—threepence (3d.) per hour.
- (v) Other Females—one penny-halfpenny (1½d.) per hour.

(d) The foregoing provisions shall not apply to females whose ordinary hours of duty are less than forty (40) per week.

(e) "Afternoon shift" means any shift on which ordinary time finishes after 6 p.m. and at or before midnight. "Night shift" means any shift on which ordinary time finishes subsequent to midnight and at or before 8 a.m.

(f) "Ordinary time" does not include Sunday time or overtime.

(g) "Workshop employees" means employees covered by Part IV of this Agreement other than watchmen.

(h) "Time worked" excludes all time not treated as time worked for overtime purposes.

(i) The allowance for afternoon and night shifts, or night work allowances prescribed by this clause, shall not be paid for any shift worked or for any portion of any shift worked on a Saturday or Sunday.

#### 28.—Reasonable Overtime to be Worked if Required.

(a) The Company may require any worker to work reasonable overtime at the overtime rates provided under the Agreement and workers shall work overtime in accordance with such requirements.

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

(c) The above provisions shall remain in operation until otherwise determined by the Court.

#### 29.—Guaranteed Week.

(a) The Company shall normally guarantee to each worker other than a casual worker a full week's work of forty (40) hours, exclusive of Sunday work, except for such periods by reason of any action on the part of any section of its workers or for any cause beyond its control it finds itself unable to carry on either wholly or partially the complete running of trains, services, workshops or other normal operations. The Company shall be entitled to employ only such workers (if any) as it considers can be usefully employed, and for such hours only as it considers necessary, and during such period no workers shall be paid except for such time as shall be actually worked by him. Each week shall stand by itself. Provided that employees who are required to attend for work and do so attend on any day shall be paid a minimum of two (2) hours' pay at ordinary rates.

(b) Employees stood down in accordance with the foregoing provision shall not lose any sick leave or other rights or privileges to which such employee would ordinarily be entitled, provided that this provision does not entitle an employee to payment for any Agreement holiday falling during such period of stand down.

(c) The guaranteed period may also be reduced as follows:—

- (i) In respect of any worker under suspension: Provided that any worker suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of his suspension.
- (ii) In respect of any day a worker is absent except through sickness as provided for in clause 13.
- (iii) In respect of office cleaners (female) the guaranteed period may be reduced by such time as is necessary to maintain the hours of work as at present.

#### 30.—Alterations and Additions.

(1) If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees, any alteration or addition is made to an existing Award or Agreement between the W.A. Government Railways Commission and a Union or Unions representing its employees, such alterations or additions shall automatically apply to similar employees of the Company from the same date as it applies to the employees of the Commission.

Provided that—

- (a) The Union or Unions concerned and the Company may mutually agree that such alterations or additions shall not apply to the Company;
  - (b) if either party objects to being bound by such alterations or additions it may within twenty-one days of any such alteration or addition being made or approved by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.
- (2) The Union or Unions concerned shall notify the Company within 10 days after any alteration or addition has been made.

#### Part II.

Traffic, Running Sheds (other than Tradesmen and their Assistants).

#### 31.—Hours of Duty.

(a) Except as hereinafter provided, forty (40) hours exclusive of Sunday work shall constitute a week's work. In the case of special class signalmen, thirty-six (36) hours (exclusive of Sunday work) shall constitute a week's work. The week's work may extend over five (5) or six (6) days at the option of the Company.

(b) The Company shall arrange as far as practicable that shifts shall not exceed eight (8) hours and except in cases of emergency when relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten (10) hours.

(c) Each day's work of eight (8) hours shall be completed within ten (10) hours from the starting time, provided that at country stations where the train arrangements render a ten (10) hour spread impracticable, such spread may be extended to twelve (12) hours. All time in excess of the ten (10) or twelve (12) hour spread, as the case may be, shall be paid for at overtime rates.

(d) Except in cases of emergency or unless due to regular rotation of shifts, no head shunter, shunter or signalman shall be called upon to work more than nine (9) hours continuously (in the case of special class signalmen, eight (8) hours) or shall be called on duty until he has had at least twelve (12) hours off. In this subclause the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen and might reasonably have been provided for without encroaching on the twelve (12) hour rule.

(e) Except in cases of emergency, or unless in special cases, by agreement between the Union and the Company, the minimum time a ticket examiner on trains shall be off duty at home station or temporary home station shall be twelve (12) hours, and at foreign stations eight (8) hours for the first time he is booked off after leaving the home station or temporary home station and ten (10) hours for every subsequent time that he is booked off before returning to the home station or temporary home station.

In cases where a ticket examiner is required to take up duty with less than the prescribed period of rest, he shall be allowed time equivalent to that by which the period of rest has been shortened.

Except in cases of emergency or unless in special cases, by agreement between the Union and the Company and subject to clause 33, other workers excepting conductors under this section shall not be called on duty except they have had at least eight (8) hours off after the completion of a shift. In cases where such workers are required to take up duty with less than the prescribed period of rest they shall be allowed time equivalent to that by which the period of rest has been shortened.

(f) The present practice of calling shunters when rostered for duty outside their ordinary shifts shall be continued.

(g) No member of the running staff, including a shunter, shall be rostered for less than four (4) hours in any one day.

(h) Except in cases of emergency, juniors shall not be employed (except to act as call-boys) between the hours of midnight and 6 a.m., but may be required, whilst not calling, to attend to telephone and to sweep, dust and clean.

(i) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

### 32.—Overtime and Sunday Time.

(a) All time, exclusive of Sunday time worked over the hours fixed for a week's work shall be paid for at the rate of time and a half.

(b) (i) Except for Conductors all time worked in excess of eight (8) hours in any one shift shall be paid for as under:—

First two (2) hours, time and a quarter; next two (2) hours, time and a half; thereafter double time.

(ii) Overtime provided for in subclauses (a) and (b) (i) shall not be paid for twice. Payment shall be calculated on the daily or weekly basis whichever of these alternatives gives the greater amount to the employee.

(iii) The overtime rates shall be computed on the rate applicable to the day on which the time is worked provided that double time, i.e. twice the ordinary rate, shall be the maximum.

(c) (i) Subject to subclause (b) (iii), the time worked on Sundays shall be paid for at the rate of double time, and all time worked on Saturdays by shift workers shall be paid for at the rate of time and a half. For the purpose of this subclause "shift-workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

(ii) All workers employed after 12.30 p.m. on Saturdays shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 p.m.

(d) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

(e) Any worker brought on to work outside his ordinary hours shall, except when such work exclusive of meal time, is continuous with his ordinary shift, be paid a minimum of two (2) hours: Provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(f) Any worker brought on duty on Sunday shall be paid a minimum of four (4) hours' pay at the rate applicable to that day.

(g) The provisions of subclauses (a) to (f), both inclusive, shall not apply to watchmen or waiting room attendants who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one shift, and time and a half for all time worked on Sundays. Where more than forty (40) hours, exclusive of Sunday time, are worked in any one week time and a quarter shall be paid for excess over forty (40) hours except where daily overtime provisions apply.

### 33.—Allowances and Arrangements for Guards.

(a) Any guard rostered for duty and being informed that he is not required shall, unless he has been notified as provided in subclause (e) be paid two (2) hours' pay at ordinary rates, but may be called for further duty without any further period of rest.

(b) Any guard going out on traffic shall be paid not less than four (4) hours' pay at ordinary rates, and no guard shall be called to work more than twice in any one day.

(c) A guard attending at a depot with a hamper for a trip for which he is booked, and which is cancelled, or who shall have received less than (2) hours' notice of the cancellation of a trip requiring a hamper, shall be allowed three shillings (3s.) in respect of such hamper.

(d) Any guard having to proceed on any away from home job with less than four (4) hours' notice shall be paid an amount of three shillings (3s.) in addition to ordinary expenses. A guard notified between 6 p.m. and 10 a.m. of a "book-off" job requiring him to come on duty between those hours shall receive an allowance of three shillings (3s.) in addition to ordinary expenses.

This provision shall also apply to a guard required to come on duty on a "book-off" job between 12 noon Saturday and 10 a.m. Monday, unless such worker is notified or word left at his place of residence before 11 a.m. on the Saturday.

(e) No guard rostered for duty shall be entitled to any pay or allowance when notice that he is not required has been left at his place of residence at least two hours (2) before his rostered time.

(f) Guards of goods and mixed trains shall be allowed thirty (30) minutes before departure time to prepare for their trip, and where the distance between the place where they sign on and where they commence duty exceeds a quarter of a mile they shall be allowed an extra five (5) minutes for each quarter of a mile in excess thereof.

Other guards shall be allowed fifteen (15) minutes to prepare before starting on a trip.

All guards shall be allowed fifteen (15) minutes at the close of each shift.

In cases where guards take over trains en route fifteen (15) minutes allowance only will be made.

The time under this subclause may be increased where the work to be performed warrants such increase.

Save as herein provided nothing in this subclause shall operate to reduce the time at present allowed to any guard so long as present conditions remain unaltered.

(g) Any guard booked off shall come on duty at such time as he may be directed before leaving the station by the responsible person in charge or by the roster posted at the station. Except in cases of emergency, or unless in special cases by agreement between the Union and the Company, the minimum time a guard shall be off duty at home or temporary home station shall be twelve (12) hours, and at foreign station eight (8) hours for the first time he is booked off after leaving the home or temporary home station and ten (10) hours for every subsequent time that he is booked off before returning to the home or temporary home station. In cases of emergency, unless for good reason to the contrary, the guard who has been off duty the longest shall be the first to be called on. In this subclause, the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen, and might reasonably have been provided for without encroaching on the 12-hour rule.

(h) When a guard is brought on duty without the prescribed period of rest, he shall be paid continuous duty as from the time he is booked on on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case he shall be deemed to have been booked off duty in so far as the computation of lodging allowance is concerned.

(i) The present practice in regard to the calling of guards shall be continued.

(j) At home stations, should a guard not be able to ascertain when booking off from the responsible person in charge, or from the roster, when he will be required for further work, he shall be free to assume that he will not be required for twelve (12) hours, but at the expiration of that time, shall make personal inquiries at the depot as to when he will be required. If not then informed when he will be required, written notice shall be left at his place of residence at least two (2) hours before he is required to go on duty: Provided that if the twelve (12) hours expire after 5 p.m. and before 7 a.m. he shall not be required to make such inquiry until 8 a.m. following.

(k) Where practicable, all guards shall be worked on a weekly roster. Where there is no weekly roster a roster shall, where practicable, be posted daily not later than 2 p.m. except on Saturday, when it shall be posted not later than 12 noon. The roster posted on Saturday shall show both Sunday's and Monday's working.

(l) Six (6) shifts will constitute a week's work, except in special cases of unavoidable short runs; such special cases to be arranged between the Company and the union.

(m) If less than forty (40) hours have been worked in the six shifts, the time for the six shifts will be made up to forty (40) hours and the seventh shift will be paid for at—

- (i) ordinary rates for the time equivalent to time made up;
- (ii) overtime rate for balance.

34.—Time-table Conferences.

An employee of the Company (such worker to be a member of and to be nominated by the union) shall be permitted to attend the Company's half-yearly time-table conferences as representative of the union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time-table could be avoided. The worker so acting shall be paid by the Company his ordinary wages, travelling time, and expenses as provided in the Agreement.

35.—Knowledge of Roads.

Except in the case of new lines opened for traffic, and so far as the requirements of the service will permit, a guard, before being required to take a train over a road with which he is not acquainted, shall be allowed to travel over it at least twice with a guard familiar with the road without loss of pay. Should the exigencies of the service require a guard to be sent over a road with which he is not acquainted, the stationmaster shall report the circumstances to the head of the branch.

36.—Away-From-Home and Meal Allowances.

(a) The following allowances shall be granted to workers specified in this section of the Agreement who are booked off or temporarily lodging away from their home station:—

(i) For the first thirty (30) hours or part thereof—

	s.	d.
Where attended barracks are provided	7	0
Where unattended barracks are provided	8	0
Where there are no barracks	9	6

(ii) After the first thirty (30) hours and up to seven (7) days, the sum of sixpence (6d.) per hour and thereafter fivepence (5d.) per hour: Provided that the reduction from sixpence (6d.) to fivepence (5d.) shall only be made in cases where the worker shall be stationed for more than seven (7) days in one place.

Provided that a deduction of one shilling and sixpence (1s. 6d.) per day or night with a maximum of seven shillings and sixpence (7s. 6d.) per week shall be made where attended barracks are provided, and a deduction of ninepence (9d.) per day or night, with a maximum of three shillings and ninepence (3s. 9d.) per week shall be made where unattended barracks are provided. No such deduction shall be made if the worker returns to his home station within forty (40) hours.

(b) The allowance shall be calculated from the time of booking on to the time of booking off at home station.

(c) In addition to the allowance provided for in subclause (a), a worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or, if already in receipt of a district allowance, shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging; a day's allowance to be granted for the first thirty (30) hours, or any part thereof, and each subsequent twenty-four (24) hours or part thereof; time to be calculated from time of departure from home station to time of departure from foreign station.

(d) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the head of the branch shall also have discretion to make any such additional allowance as may under the circumstances be justified.

(e) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train to his home station for the night, or unless approved by the head of the branch.

(f) Any worker, other than a guard, who is not temporarily lodging away from his home station and who is absent from his home station on duty shall be paid two shillings and sixpence (2s. 6d.) for his second and each succeeding meal. Provided that any worker who in fact incurs expense in procuring his first meal shall be entitled to be paid two shillings and sixpence (2s. 6d.) in respect thereof.

(g) Workers shall not be booked off away from their home station for two (2) Sundays in succession where it can be avoided by any reasonable arrangement.

(h) Married workers temporarily transferred for a period exceeding three months (3) months, but which is not reasonably expected to exceed six (6) months, for the purpose of meeting seasonal, or exceptional or temporary traffic, and not moving their permanent homes, will be paid a weekly allowance of forty shillings (40s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes; Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in this subclause shall in no case exceed the allowance payable under subclause (a).

(i) Where workers are employed on a series of works up and down the line, and are provided with sleeping accommodation in tents or vans, the removal of tents or vans from one place to another will not, for the purpose of subclause (h) be deemed to have altered their headquarters.

(j) The foregoing allowances will not be paid—

- (i) during any period of absence from duty without pay unless such absence is due to sickness of the worker, and does not exceed one week;
- (ii) during any period of annual leave.



Part III.

Civil Engineering Section.

37.—Hours of Duty.

(a) With the exception of length runners, forty (40) hours, exclusive of Saturday and Sunday time, shall constitute a week's work.

(b) Forty (40) hours, exclusive of Sunday time, shall constitute a week's work in respect to length runners.

(c) No day's work shall exceed eight (8) hours without payment of overtime.

(d) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

38.—Overtime and Sunday Time.

(a) (i) All time worked in excess of the usual working hours in any one day shall be paid at the rate of time and a half for the first four (4) hours and thereafter double time: Provided that double time shall be paid for overtime on all work other than work for the Company.

(ii) Extra rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time, i.e. twice the ordinary rate, shall be the maximum.

(b) Subject to the subclause (a) (ii), time worked on Sundays shall be paid for at the rate of double time.

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

(d) Any worker brought on to work outside his ordinary working hours shall, except when such work, exclusive of meal time, is continuous with his ordinary shift, be paid a minimum of two (2) hours, provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(e) Junior workers and apprentices under the age of eighteen (18) years shall not be required to work overtime without their consent.

(f) Any worker brought on duty on Sunday shall be paid a minimum of four (4) hours at the rate applicable to that day, and shall not be required to work for the four (4) hours if the work for which he is brought on duty does not last that period.

(g) The provisions of subclauses (a) to (f), both inclusive, shall not apply to watchmen who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one shift, and time and a half for all time worked on Sundays. Where more than forty (40) hours, exclusive of Sunday time, are worked in any one week time and a quarter shall be paid for excess over forty (40) hours except where daily overtime provisions apply.

39.—Away-from-home and Meal Allowances.

(a) The following allowances shall be granted to workers temporarily lodging away from their home station:—

(i) For the first twenty-four (24) hours or part thereof—

	s. d.
Where attended barracks are used	8 0
Where unattended barracks are used	9 0
Where barracks are not used	10 0

(ii) After the first twenty-four (24) hours at the rate of fivepence (5d.) per hour.

(iii) After the first twenty-four (24) hours a charge of one shilling and sixpence (1s. 6d.) per night, with a maximum of seven shillings and sixpence (7s. 6d.) per week shall be made where attended barracks are provided and a charge of ninepence (9d.) per night with a maximum of three shillings and ninepence (3s. 9d.) per week shall be made where unattended barracks are provided.

(b) It will be optional for the workers to use the barracks and/or the Company to allow them to do so. If used, after the first twenty-four (24) hours charges shall be made in accordance with the scale in subclause (a) (iii) above.

(c) The allowance shall be calculated from the time of leaving to the time of returning to the home station.

(d) In addition to the allowance provided for in subclause (a), a worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or, if already in receipt of the district allowance, shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off/or lodging; a day's allowance to be granted for the first twenty-four (24) hours of any part thereof, and each subsequent twenty-four (24) hours or part thereof, time to be calculated from the time of departure from home station to time of departure from foreign station.

(e) A worker absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid two shillings and sixpence (2s. 6d.) for his second and each succeeding meal: Provided that any worker who, in fact, incurs expense in providing his first meal shall be entitled to be paid two shillings and sixpence (2s. 6d.) in respect thereof.

(f) The above subclause shall not apply to gangers and repairers at out-camps on their own lengths, but they shall be granted two shillings and sixpence (2s. 6d.) for each night during which their gang is stationed at an out-camp.

(g) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the head of the branch shall also have discretion to make any such additional allowance, not exceeding seven shillings and sixpence (7s. 6d.) per day.

(h) Married workers temporarily transferred for a period exceeding three (3) months, but which is not expected to exceed six (6) months, and not moving their permanent homes, will be paid a weekly allowance of forty shillings (40s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes: Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance together with the allowance provided for in the foregoing paragraph, shall in no case exceed the allowance payable under subclause (a).

(i) Where workers are employed on a series of works up and down the line, and are provided with sleeping accommodation in tents or vans, the removal of tents or vans from one place to another will not, for the purpose of subclause (h) be deemed to have altered their headquarters.

(j) In lieu of the foregoing allowances any worker camped out for not less than three (3) days continuously, if supplied with tent or van and stretcher, rugs and cooking utensils, shall be granted a camping-out allowance of five shillings (5s.) per night. A separate van or tent shall, where possible, be provided for storage of Company's gear.

(k) The foregoing allowances will not be paid—

(i) during any period of absence from duty without pay, unless such absence is due to sickness, and does not exceed one week;

(ii) during any period of annual leave.

(l) When a worker without being notified on the previous day is required to continue working after the knock-off time for more than one and three-quarters (1½) hours, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s. 6d.) in lieu thereof.

40.—Workers in Breakdown Gangs and at Washaways.

Workers in breakdown gangs and at washaways shall, in lieu of away-from-home allowance and travelling time, be provided with board and sleeping accommodation, and shall be paid from the time they leave until the return to their home station, except during such period as they shall be booked off duty, if such period shall exceed ten

(10) consecutive hours. Time occupied in travelling shall be paid at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours' work per day.

#### Part IV.

Workshops (including tradesmen and their assistants in Running Sheds) and Stores Section.

##### 41.—Hours of Duty.

(a) Forty (40) hours, exclusive of Sunday time, shall constitute a week's work. No day's work shall exceed eight (8) hours without payment of overtime. The week's work may extend over five (5) or six (6) days at the option of the Company.

(b) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

(c) The ordinary hours of duty in the Midland Junction Workshops, other than for shift work, shall be between 7 a.m. and 4.45 p.m. except—

(i) on Saturday, when the work shall finish at noon;

(ii) where the Company and the Union mutually agree on some other starting and finishing time.

##### 42.—Overtime and Sunday Time.

(a) (i) All time worked in excess of or outside the usual working hours in any one day shall be paid at the rate of time and a half for the first four (4) hours and thereafter double time: Provided that double time shall be paid for overtime on all work other than work for the Company.

(ii) Extra rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time (i.e. twice the ordinary rates) shall be the maximum.

(b) Subject to subclause (a) (ii), time worked on Sundays shall be paid for at the rate of double time.

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

(d) Any worker brought on duty for any purpose outside his ordinary working hours shall be paid a minimum of two (2) hours: Provided that such work, exclusive of meal time, is not continuous with his shift: And provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(e) Junior workers or apprentices under eighteen (18) years of age shall not be required to work overtime without their consent.

(f) Any worker brought on duty on a Sunday shall be paid a minimum of (4) hours' pay at the rate applicable to that day, and he shall not be required to work for the four (4) hours if the work for which he is brought on does not last that time.

(g) The provisions of subclauses (a) to (f) both inclusive, shall not apply to watchmen who shall be paid at the rate of time and a quarter ( $1\frac{1}{4}$ ) for all time worked in excess of ten (10) hours in any shift, and time and a half ( $1\frac{1}{2}$ ) for all time worked on Sundays. Where more than forty (40) hours, exclusive of Sunday time, are worked in any week, time and a quarter ( $1\frac{1}{4}$ ) shall be paid for excess over forty (40) hours except where daily overtime provisions apply.

##### 43.—Shift Work.

(a) The Company may, if it so desires, work any part of its establishment on shifts, but before doing so shall give notice of its intention to the union.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime; on completion of the fifth consecutive afternoon or night's work the worker shall be

deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

(i) Where the worker concerned is not in receipt of a war loading, all shifts except the day shift shall be paid for at the rate of time and a quarter. For the purpose of this subclause, day shift shall be construed to mean the ordinary working shift ending at or before 6 p.m. on Mondays to Fridays, and 1 p.m. on Saturdays.

(ii) Where the worker concerned is in receipt of a war loading, except as provided in subclause (f) the loading on the ordinary rates of pay for shift work shall be— on afternoon shift, ten per cent. (10%) and on night shift fifteen per cent. (15%).

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

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

(f) Workers employed on shift work shall, as far as practicable, change shift every alternate pay period. Any worker employed on shift work who does not change to day shift work within four (4) weeks shall thereafter be paid at the rate of time and a quarter while continuing to work other than day shift.

##### 44.—Away-from-Home and Meal Allowances.

(a) The following allowances shall be granted to workers temporarily lodging away from their home station:—

(i) For the first twenty-four (24) hours or part thereof—

Where attended barracks are used	8 0
Where unattended barracks are used	9 0
Where barracks are not used	10 0

(ii) After the first twenty-four (24) hours— fivepence (5d.) per hour.

(iii) After the first twenty-four (24) hours, a charge of one shilling and sixpence (1s. 6d.) per night, with a maximum of seven shillings and sixpence (7s. 6d.) per week shall be made where attended barracks are provided, and a charge of ninepence (9d.) per night with a maximum of three shillings and ninepence (3s. 9d.) per week shall be made where unattended barracks are provided.

(iv) Married workers temporarily transferred for a period exceeding three (3) months, but which is not expected to exceed six (6) months, and not moving their permanent homes, shall be paid a weekly allowance of forty shillings (40s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes: Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in the foregoing paragraph shall in no case exceed the allowance payable under paragraphs (1), (2) and (3).

(b) It will be optional for the workers to use the barracks and/or the Company to allow them to do so. If used, after the first twenty-four (24) hours, charges shall be made in accordance with the scale in subclause (a) (iii) above.

(c) The allowances shall be calculated from the time of leaving to the time of returning to the home station.



(d) In addition to the allowance provided for in subclause (a), a worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance or, if already in receipt of a district allowance, shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging. A day's allowance shall be granted for the first twenty-four (24) hours or part thereof; and each subsequent twenty-four (24) hours or part thereof. Time to be calculated from time of departure from home station to time of departure from foreign station.

(e) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area, unless he is unable to return to his home station by passenger train for the night, or unless approved by the head of the branch.

(f) A worker absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid two shillings and sixpence (2s. 6d.) for his second and each succeeding meal: Provided that any worker who, in fact, incurs expense in providing his first meal shall be entitled to be paid two shillings and sixpence (2s. 6d.) in respect thereof.

(g) The foregoing allowances will not be paid—

- (i) during any period of absence from duty without pay unless such absence is due to sickness of the worker and does not exceed one week;
- (ii) during any period of annual leave.

(h) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the head of the branch shall also have discretion to make any such additional allowance not exceeding seven shillings and sixpence (7s. 6d.) per day.

(i) When a worker without being notified on the previous day is required to continue working after knock-off time for more than one and three quarter ( $1\frac{3}{4}$ ) hours, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s. 6d.) in lieu thereof.

#### 45.—Workers in Breakdown Gangs and at Washaways.

Workers in breakdown gangs and at washaways shall, in lieu of away-from-home allowance and travelling time, be provided with board and sleeping accommodation, and shall be paid from the time they leave until they return to their home station, except during such period as they shall be booked off duty, if such period shall exceed ten (10) consecutive hours. Time occupied in travelling shall be paid at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours' work per day.

#### 46.—Height Money.

Workers engaged in the erection of steel frame buildings, bridges or gasometers at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling (1s.) per day extra.

#### 47.—Junior Workers.

Junior workers may be employed as rivet boys, power hammer boys, helping apprentice blacksmiths, cleaning and sweeping shops, messenger boys, gathering bolts and rivets and screws, etc., which have been dropped by tradesmen, assisting in tool shop, nutting bolts, sorting, bagging and weighing bolts and nuts, rivets and spikes, holding up rivets up to half-inch ( $\frac{1}{2}$  in.) in diameter (provided the junior is not under eighteen (18) years of age) assisting lademen in daubing ladles, and also in the following operations, provided that there are no apprentice machinists in their first six (6) months available, namely, operating bolt and spike and finning machine, operating pointing machine, operating nut burring machine, operating nut tapping machine, scraping and cleaning wheels and other parts of rollingstock.

#### Part V.

#### 48.—Allowances, Special Provisions, Etc.

(1) Any worker employed on jetties as a lumper shall be paid the ruling rate of wages for lumpers.

(2) No goods shed worker shall be required to work more than five consecutive hours without a meal.

(3) Casual hands shall be paid ten per cent. (10%) in addition to the rates specified.

(4) Any worker employed upon concrete work shall be paid twopence (2d.) per hour extra.

(5) Any worker working in water over his boots, or if gum boots are supplied, over the gum boots, shall be paid one shilling and fourpence (1s. 4d.) per day extra.

(6) Except where otherwise specifically provided leading hands in charge of not less than three (3) and not more than ten (10) employees shall be paid at the rate of nine shillings (9s.) per week extra.

(7) Leading hand in charge of more than ten (10) and not more than twenty (20) employees shall be paid at the rate of eighteen shillings (18s.) per week extra.

(8) Leading hand in charge of more than twenty (20) employees shall be paid at the rate of twenty-seven shillings (27s.) per week extra.

(9) (a) Car builders, wagon builders and carpenters' apprentices shall be supplied with the following tools:—

- 6 chisels.
- 3 twist bits (auger).
- 6 nail bits.
- 1 brace.
- 2 saws.
- 1 square.
- 1 rule.
- 1 oilstone.
- 1 nail punch.
- 1 screwdriver.
- 1 hammer.
- 1 mallet.
- 2 wooden planes (1 smoothing plane, and 1 jack plane).

(b) These tools shall, during the apprenticeship period, remain the property of the Company. Apprentices shall be responsible for all breakages or losses, and shall make good all such losses. At the conclusion of the apprenticeship course, on satisfactorily passing final examinations, the tools shall become the property of the apprentice.

(10) Tool allowance shall be paid to tradesmen as follows:—

	Per Week.
	s d.
(a) Carpenters	5 0
Plumbers	4 6
Bricklayers, car builders and wagon builders	2 0
Painters and signwriters	1 3

(b) Apprentice car builders, wagon builders and carpenters shall be paid a tool allowance of ninepence (9d.) per week.

(c) Tool allowance shall not be paid to the abovementioned tradesmen or apprentices when absent on extended annual or sick leave.

(11) Shunters and goods checkers employed in connection with the transit of sulphur from ship's side shall be paid one shilling (1s.) per day whilst so employed, and shall also be provided with goggles: Provided that either party may at any time apply for a variation of this amount to be determined by a Board of Reference.

(12) Car and wagon examiners working on trucks which were utilised in the transit of sulphur and have not been cleaned shall be paid one shilling (1s.) per day whilst so employed: Provided that either party may at any time apply for a variation to be determined by a Board of Reference.

(13) A worker employed as a tapper-out if not a tradesman shall receive three shillings (3s.) per day over his rate on casting days.

(14) (a) Fitters employed on hot or dirty locomotives, or stripping for repairs, locomotives, boilers, steam or electric cranes, or when repairing stationary boilers in situ (except repairs on bench to steam and water mountings or other parts), stripping locomotives for scrapping, shall be paid two-pence (2d.) per hour extra on account of the dirty nature of the work.

For the purpose of this subclause "employed on hot or dirty locomotives" shall mean and include—

- (i) employed on locomotives from the time steam is registering ten pounds (10 lbs.) in the steam pressure gauge. This would include any work on the locomotive, but not on the tender;
- (ii) accompanying locomotives on trial trips from the time engine leaves the running depot until it returns to the depot;
- (iii) engaged on emergency jobs done in the workshops on any portion of the locomotive which is hot, while engine is under steam;
- (iv) testing boilers under steam;
- (v) repairing steam cranes while under steam;
- (vi) working in boilers which have not been removed from frames;
- (vii) working in smokeboxes of boilers which have not been removed from frames, until the superheater elements (where such exist) have been taken out, and the smokeboxes cleaned;
- (viii) working on horn cheeks on the trailing end of bar frame engines (when the ashpan has not been removed) and fitting axle boxes in them ready for marking off;
- (ix) working on horn cheeks of plate frame engines (from which boiler has not been removed) and fitting axleboxes in them ready for marking off.

Note.—"Under steam" means with steam pressure gauge indicating ten pounds (10 lbs.) per square inch or more.

(b) Labourers employed in the locomotive stripping pit shall be paid twopence (2d.) per hour extra.

(15) Tradesmen working on repairs to coal handling plants, coal chutes, or work on coal stages, in situ, shall be paid twopence (2d.) per hour extra.

(16) Fitters and their assistants, boilermakers' assistants, brick arch builders, spark arborers and their assistants, and raker-out and tubers, when employed in or if on the wages' staff of running sheds shall be paid at the rate of twopence (2d.) per hour extra. The above allowance shall be payable to other tradesmen and their assistants and labourers when engaged on work in running sheds which the foreman and workmen agree is of an unusually dirty or offensive nature.

(17) Apprentices, juniors, boilermakers' and fitters' assistants, and brick arch builders, shall be paid twopence (2d.) per hour whilst engaged upon any work in respect of which tradesmen receive such an allowance.

(18) Boilermakers' assistants when employed upon flanging fires, or at big press, shall be paid ninepence (9d.) per day extra; when engaged inside tenders, bunkers or side tanks where the only entrance is through the manhole, or of which less than one-third of the area of top, side, or end is removed, shall be paid twopence (2d.) per hour extra.

(19) Blacksmiths and their assistants employed stripping locomotive engine springs, which have not been through the caustic soda process, shall be paid threepence (3d.) per hour extra whilst so employed.

(20) Blacksmiths and their assistants employed on oil furnaces on the following items—

- (a) drawing out nut iron.
- (b) pointing spiral spring bars.
- (c) bending spring shoes.
- (d) bending safety chain links.

shall be paid at the rate of time and a quarter whilst so engaged.

(21) Bricklayers when employed on flues or boilers shall be paid twopence (2d.) per hour extra.

(22) Coppersmiths' assistants when engaged in mixing metal shall be paid ninepence (9d.) per day extra.

(23) Coppersmiths' assistants when engaged with coppersmith on the oxyacetylene and electric welding plant shall be paid twopence (2d.) per hour extra.

(24) Painters' assistants when engaged fumigating buildings, etc., shall be paid twopence (2d.) per hour extra. When engaged cleaning out tenders and water tanks, or painting inside tenders and water tanks, they shall be paid fourpence (4d.) per hour extra.

(25) Lifters stripping vehicles shall be paid a stripping allowance of ninepence (9d.) per day for any day or part thereof so engaged.

(26) Labourers employed on bitumen process shall be paid one shilling and fourpence (1s. 4d.) per day extra.

(27) Labourers employed as tar hands shall be paid one shilling and fourpence (1s. 4d.) per day extra.

(28) Workers when engaged cleaning flues, boilers, cesspools or dry wells shall be paid one shilling and fourpence (1s. 4d.) per day extra.

(29) A tradesman (not employed as a first-class welder) or an apprentice in his final year, who in addition to his employment as such is also required to do welding, shall be entitled to receive one shilling and fourpence (1s. 4d.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the higher duties clause of this agreement.

(30) Porters employed on cleaning duties at the car sheds shall be paid one shilling (1s.) per day extra.

(31) Porters at Car Sheds utilised in the cleaning of lavatories of trains shall be paid sixpence (6d.) per day in addition to the foregoing rate.

(32) The Company shall, where practicable, attach blowers to all woodworking machines and saws, the dust from which may reasonably be considered injurious to the health of the workers operating, or working in the vicinity of such machines.

(33) Where required by a worker, a suitable locker shall be provided.

(34) Use of Protective Articles:—

- (a) Goggles, glasses and gloves or other efficient substitutes therefor, shall be available for the use of any worker engaged in welding, or other work, in which their use is required for the protection of the worker.
- (b) Every worker shall sign an acknowledgment on receipt thereof, and on leaving the employment shall return same to the Company.
- (c) During the time the same are on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.
- (d) No worker shall lend another worker the goggles, glasses, or gloves, or substitute issued to such first-mentioned worker, and if the same are lent both the lender and borrower shall be deemed guilty of wilful misconduct.
- (e) Before goggles, glasses, and gloves, or any such substitutes which have been used by a worker are re-issued by the Company to another worker, they shall be effectively sterilised.

(35) Boilermakers' assistants whilst actually working a pneumatic riveter of the percussion type, or other pneumatic tools of the percussion type, shall be paid threepence (3d.) per hour extra whilst so engaged.

(36) Boilermakers' assistants employed, hoisted off the ground, upon repairs to smokestacks shall be paid double time.

(37) Boilermakers' assistants in confined space shall be paid threepence (3d.) per hour extra. A "confined space" means a working place, the

dimensions of which necessitate an employee working in an unusually stooped or otherwise cramped position, or where confinement within a limited space is productive of unusual discomfort. On locomotives "confined space" includes work inside the barrel of a locomotive boiler (other than a boiler exceeding five feet two and a quarter inches (5ft. 2¼in.) in diameter from which all the tubes have been removed), the locomotive tender, the side tanks, the bunker tanks and saddle tanks and holding up on riveting back plates or copper tube plates and inside of smokeboxes where the main steam pipes, blast pipes or superheater elements are not all removed; in the case of other than locomotives shall mean and include all internal work in any boiler, steam drum, mud drum, fire-box or vertical boilers, furnaces, flues, combustion chambers, receivers or superheaters, where the only entrance or exit is through a manhole or firehole door.

(38) Workers employed scaling boilers shall be paid two shillings (2s.) per day extra for each day or part thereof so engaged.

(39) Labourers in the Stores Branch called upon to load or unload rails shall be paid one shilling (1s.) per day extra.

(40) Dresser blowing out internal cores of castings shall be paid one shilling (1s.) per day extra.

(41) Except where otherwise expressly provided, not more than one of the foregoing allowances, or extra rates, shall be paid at any one time, and where more than one allowance or extra rate applies, only the highest shall be paid.

(42) (a) Any junior worker under 16 years of age, who, in the opinion of the head of the branch is obliged to reside away from home owing to the requirements of the Company, shall be granted board and lodging allowance equivalent to the difference, between his prescribed wage and that provided for a junior worker aged 16 years.

(b) No allowance under this clause will be continued:—

- (i) during absence from duty without pay;
- (ii) during any period of annual leave;
- (iii) during any period of other absence from duty with pay, unless he continues to reside away from his home;
- (iv) during any period (after the expiration of one (1) month) in which he is continuously in receipt of travelling or away-from-home allowance.

49.—War Loadings.

War loadings shall continue to be paid as at present provided that no War loading shall be paid in respect of the following items of the wages scheduled in Clause 50:—

Items 26, 27, 29, 30, 34 to 42 inclusive, 44 to 71 inclusive, 74 to 77 inclusive, 80, 81, 93.

50.—Wages.

This Agreement is based on a basic wage of—

	Per week	
	Males.	Females.
	£ s. d.	£ s. d.
Metropolitan Area	12 6 6	8 0 3
South - West Land Division	12 6 0	7 19 11

in addition to which the margins shall be as in the Schedule hereunder.

Wages Schedule.

Item No.	Designation.	Margin over Basic Wage.
		£ s. d.
1.	Porter—	
(a)	Porter	Nil
(b)	Porter with twelve (12) months' experience providing safe-working examination is passed	0 14 0
(c)	Train Caller	0 14 0
(d)	Goods	0 14 0
(e)	Safe Working Porter	0 15 6

Item No.	Designation.	Margin over Basic Wage
		£ s. d.
(f)	Goods, engaged solely on sheeting (outside duty) (Porter, Goods not solely employed on sheeting at the rate of one shilling (1s.) per day extra whilst so engaged)	0 17 0
(g)	Relief (This designation shall apply to workers who for one-third of a year have been relieving S.M., A.S.M., N.S.M., Signalmen and Guards)	0 18 6
(h)	Receiving and delivering goods at the following Stations and depots: Midland Junction, Moora	0 18 6
2.	Checker—	
(a)	Goods (When employed at magazine to be paid two shillings and sixpence (2s. 6d.) per day extra)	1 0 0
3.	Stower—	
(a)	Goods	0 17 0
4.	Conductor	0 14 0
(a)	Conductor, senior	0 17 0
5.	Ticket Collector (A worker who for the bulk of his working time is on the barrier shall be paid as a ticket collector)	0 15 6
6.	Ticket Examiner on Trains	1 2 6
7.	Shunter	1 6 0
(a)	After twelve (12) months' service as shunter, provided Guards' examination has been passed	1 9 0
(b)	Head Shunter (Shunter when in charge of an engine shall be paid as a head shunter)	1 15 0
(c)	Head Shunter, after one year's service as head shunter	1 18 0
8.	Guard:	
(a)	Fourth Class, first two (2) years' service	1 12 0
(b)	Third Class, over two (2) years' and up to four (4) years' service as Guard	1 15 0
(c)	Second Class, over four (4) and up to six (6) years' service as Guard	2 1 0
(d)	First Class, over six years' service as Guard	2 7 0

Subject to passing all proper examinations and tests, if any, Guards with less than two (2) years' service after appointment shall be in the fourth class. Guards with two (2) years' service and less than four years' service after appointment shall be in the third class. Guards with four (4) years' service and less than six (6) years' service after appointment shall be in the second class. Guards with over six (6) years' service after appointment shall be in the first class. Guards shall

8. Guard—continued:		Margin over	Item	Designation.	Margin over
Item	Designation.	Basic Wage.	No.		Basic Wage.
No.		£ s. d.			£ s. d.
	be entitled to promotion from class to class as follows:—		30.	Line and Signal Assistant	0 19 0
	To the third class after two (2) years' service in the fourth class; to the second class after two (2) years' service in the third class; to the first class after two (2) years' service in the second class.			(a) With twelve (12) months' experience	1 4 0
			31.	Chainman	1 0 0
			32.	Bulldozer Operator:	
				(a) Under 40 h.p.	1 15 0
				(b) Over 40 h.p.	2 5 0
			33.	Assistants on bridge and jetty maintenance (not including culvertwork):	
				(a) First year	0 9 0
				(b) Thereafter	0 12 0
9.	Caretaker:			Workshop Section (including tradesmen and their assistants—all sections.)	
	(a) Barracks (per week)	0 12 6			
	(b) Dams (per week)	0 12 6			
10.	Lavatory Attendant	0 14 0			
	Motive Power Section (excluding Tradesmen and Assistants).		34.	Welder:	
11.	Car and Wagon Oiler	0 17 0		(a) Required to apply general trade experience	3 0 0
12.	Car and Wagon Examiner	1 19 0		(b) Cutting scrap with oxy-acetylene torch or blow-pipe	1 5 0
13.	Lead Burner	2 6 0			
14.	Electric Battery Hand	1 6 0	35.	Blacksmith	2 17 0
15.	Pumper	0 17 0	36.	Fitter	2 15 0
16.	Fuelman:		37.	Turner	2 15 0
	(a) When crane not provided	0 18 6	38.	Electroplater	2 15 0
	(All workers engaged handling coal from the trucks until loaded into engine shall be paid as fuelman while so engaged.)		39.	Sheet Metal Worker	2 15 0
	(b) If crane provided	0 16 6	40.	Plumber	2 12 0
	(Fuelman winch driver, Watheroo 6s. per week in addition to Fuelman's margin.)		41.	Forge Underhand	1 6 0
			42.	Forge Steam Hammer Driver	1 6 0
17.	Brick Arch Builder and Spark Arrester Repairer	0 19 6	43.	Workshop Stationary Engine Driver	1 12 6
18.	Raker-out and Tuber	0 19 6	44.	Blacksmith's Striker	1 4 0
19.	Labourer in running shed	Nil	45.	Boilermaker's Assistant	1 4 0
	Civil Engineering Section.		46.	Brick Arch Builder and Fire Bar Attendant (Workshops only)	1 10 0
20.	Repairer:		47.	Fitter's Assistant	1 4 0
	(a) First year	0 11 0	48.	Coppersmith's Assistant	1 4 0
	(b) Second year	0 14 0	49.	Casting Dresser	1 9 0
	(c) Third year and thereafter	1 0 0	50.	Moulder's Assistant	1 4 0
	(When employed laying more than two (2) abutting rails or renewing a set of any rails, or rails in connection with a set of points, platelayers' rate shall be paid.)		51.	Plumber's Assistant	0 18 0
	(d) Leading	1 3 0	52.	Borer	2 15 0
	(It shall be the duty of the Company when classifying the lengths of permanent way to indicate which lengths require a leading repairer.)		53.	Driller using boring or cutter bar	2 15 0
21.	Length Runner	1 3 0	54.	Driller using Kitchen and Wade radial drills on engine work	2 15 0
22.	Repairing Ganger:			(Engine work includes all parts of engine driving mechanism, all wheels, axles and axle boxes engine frame plates and frame stays; engine bogie frames and stays; also boiler and firebox plates. But it excludes all ordinary plate and angle work, such as tender tanks and underframes; foot-plates, cabs, ashpans, smoke-boxes spark arresters and the like.)	
	(a) In charge of third class length	1 6 0	55.	Driller	1 10 0
	(b) In charge of second class length	1 12 0	56.	Punch and Shearing Machinist	1 10 0
	(c) In charge of first class length	1 17 0	57.	Galvaniser (when so engaged)	1 8 0
23.	Platelay	1 0 0	58.	Turner and Machinist's assistant (iron)	1 4 0
24.	Platelay, leading	1 9 0	59.	Furnaceman (Forge)	2 10 0
25.	Ganger:		60.	Furnaceman (Iron Foundry)	1 15 0
	(a) Platelaying	1 17 0	61.	Assistant Furnaceman (Iron Foundry)	1 4 0
	(b) Construction	1 17 0	62.	Furnaceman (Brass Foundry)	1 11 0
26.	Line and Signal Maintainer	2 8 0	63.	Furnaceman (Boiler Shop)	1 11 0
27.	Assistant Line and Signal Maintainer	1 19 0	64.	Carpenter	2 12 0
28.	Mainlayer	1 6 0	65.	Car Builder (including vans)	2 12 0
29.	Line and Signal Ganger	2 15 0	66.	Car or Wagon Builder in charge of marking off table	3 7 0
			67.	Wagon Builder	2 12 0
			68.	Coach Trimmer	2 12 0

Item No.	Designation.	Margin over Basic Wage. £ s. d.
69.	Signwriter	2 12 0
70.	Painter	2 12 0
71.	Paint Mixer	2 12 0
72.	Tarpaulin Maker	1 5 0
73.	Wire Rope Splicer (when so engaged)	1 5 0
74.	Carpenter's Assistant	1 4 0
75.	Bricklayer's Assistant	1 4 0
76.	Painter's Assistant (Workers operating paint machine shall be paid a painter's rate.)	1 4 0
77.	Wood Machinist—	
	(a) First Class comprising the following machines:—Wood lathe, variety wood lathe, edge moulding and shaping machine, two-spindle wood shaping machine, moulding machine with four (4) or more heads, vertical tenoning machine, universal tenoning machine, No. 3½ tenoning machine, blind style mortiser, universal general joiner (except when doing square face work with single cutter)	2 7 0
	(b) Second Class comprising the following machines:—Circular saw, No. 1 bench frame saw, jig saw, high speed flooring and match boarding machine, four-sided planer, hollow chisel horizontal mortiser, No. 3 hollow chisel mortiser, recessing and boring machine, planer or buzzer on other than square work, moulding machine less than four (4) heads, universal general joiner (on work other than referred to in (a)), disc sander, timber bender	1 12 0
	(c) Third Class comprising the following machines:—Mortiser other than hollow chisel mortiser, chain mortiser, No. 2 chain and chisel mortiser, borer—four-spindle gang borer, four-spindle borer; horizontal and vertical borer—single-spindle borer, borer; planer or buzzer on square work—surface planer No. 2½ (square work), surfacer No. 6 (square work), planing and surfacing machine (square work), climax planer (square work); sawyer not included in Second Class—automatic cut-off saw, car ripping saw No. 4, circular saw 14 inches, cross-cut saw 18 inches; band saw No. 00—column fret saw, band saw, sandpapering machine, zett sander, thicknesser dimension planer, cross-cut saw (firewood)	0 19 0
78.	Tailer out (saw bench and band saw)	0 14 0

Item No.	Designation.	Margin over Basic Wage. £ s. d.
79.	Lifter—	
	(a) First year	1 6 0
	(b) Thereafter	1 10 0
80.	Bricklayer	2 12 0
81.	Crane Driver, Electric	1 12 0
82.	Acid Room Attendant (Electrical Department)	0 17 0
83.	Caustic Tank Attendant	0 17 0
General Section.		
84.	Storeman-in-Charge with or without Assistants	1 9 0
85.	Storeman	1 0 0
86.	Assistant Storeman	0 14 0
87.	Driver of Rail Motor Trolley	1 1 0
88.	Watchman	0 11 0
89.	Mobile Crane Driver	1 9 0
90.	Office Cleaner (female)— Metropolitan Area—2s. per hour. South-West Land Division— 2s. 0½d. per hour with a minimum of thirty-four shillings (34s.) per week in any event. (Based on basic wage as applicable on 31st December, 1938.)	
91.	Labourer	Nil
92.	Junior Workers—The rate for Junior Workers shall be as under:—	
	Percentage of Basic Wage.	
	Up to 16 years of age	30
	16 to 17 years of age	40
	17 to 18 years of age	50
	18 to 19 years of age	60
	19 to 20 years of age	75
	20 to 21 years of age	90
93.	Apprentices—The rate for apprentices shall be as under:—	
	Percentage of Basic Wage.	
	First six months	20
	Second six months	25
	Second year	35
	Third year	55
	Fourth year	80
	Fifth year	95
<p>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 tradesman's rate through Government supplementation.</p> <p>Signed for and on behalf of the Midland Railway Company of Western Australia Limited, this 11th day of November, 1953, in the presence of—</p> <p style="text-align: center;">L. J. Hellewell.</p> <p style="text-align: right;">J. F. DOWSON, General Manager.</p> <p>Signed for and on behalf of the West Australian Midland Railway Employees' Industrial Union of Workers this 10th day of November, 1953, in the presence of—</p> <p style="text-align: center;">R. M. Holmes.</p> <p style="text-align: right;">D. W. PRITCHARD, President. MAURICE FOX, General Secretary.</p>		

## Schedule.

## Apprenticeship Regulations.

1. (a) When apprentices are required, application shall be invited by advertisement in the public press. Applications received shall be reviewed in the first instance by a Board, to be called the "Apprentices Application Board," consisting of a chairman to be appointed by the Court, a representative appointed by the Company, and a representative appointed by the unions parties to the above Agreement. Applications are to be made in accordance with Form A annexed hereto. The Board shall notify selected applicants to appear before the Apprenticeship Selection Board, hereinafter mentioned, at a time and place to be mentioned; free passes being issued for the purpose over the Company's line.

(b) The Apprenticeship Selection Board shall consist of—

- (i) A chairman appointed by the Court;
- (ii) one member appointed by the Company; and
- (iii) one member appointed by the union or unions representing the trade or trades in the groups mentioned herein.

(c) There shall be four (4) Apprenticeship Selection Boards representing the trades, grouped as follows:—

Trades, Union or Unions to be represented.

Group I—Moulders—Moulders' Union.

Group II—Boilermakers—Boilermakers' Union.

Group III—Fitters (electrical and mechanical), turners and iron machinists, blacksmiths, pattern-makers, electroplaters, coppersmiths, motor mechanics, electrical installers—Amalgamated Engineering Union and Australasian Society of Engineers.

Trades, Union or Unions to be represented.

Group IV—Machinists (wood), painters, plumbers, carpenters, trimmers, saw doctors, watch and clock repairers, panel beaters, sheet metal workers, car and wagon builders—W.A. Midland Railway Employees' Industrial Union of Workers.

(d) The following provisions shall apply to the Boards referred to in subclauses (a) and (b) hereof:—

- (i) Each of the Boards shall be deemed to be a Board of Reference appointed pursuant to section 87 of the Act.
- (ii) The same person may be appointed to act as chairman or member of any one (1) or more of all of the Boards.
- (iii) Should any dispute arise as to the right of any person to act as a member of the Board, it shall be determined by the Court.
- (iv) If the Company or Union or group of unions entitled to appoint a representative on the Board neglects or refuses on being notified by the Court so to do, the Court may appoint some person to act as such representative.
- (v) The Company or the Union or unions concerned may change its or their representative at any time.
- (vi) The presence of the chairman and at least one (1) member shall be necessary for the transaction of business.
- (vii) Any decision shall be the decision of the majority of the members, or, if only two (2) members, the decision of the chairman.
- (viii) The chairman shall call all meetings of the Board and fix the time and place for each meeting.
- (ix) The Board shall determine its own procedure from time to time.

(e) The Board shall orally examine each applicant who appears before it, but if required by the Board, the candidate shall submit himself to a written examination. The Board shall select the required number from those whom it considers the most suitable, and place them in order for engagement.

(f) As vacancies for apprentices occur, the selected applicants shall be called up in order in which they have been placed by the Board.

(g) The employment of any selected candidate will be subject to his furnishing satisfactory proof of age and passing the Company's medical examination, the cost of which, not to exceed five shillings (5s.) shall be borne by the applicant.

2. (a) An apprentice shall serve a probationary period of three (3) months. At the end of the first and third months, the foreman in charge shall report as to the probationer's suitability or otherwise, and at the end of the third month, if mutually agreed upon by the Company and the legal guardian of the boy, he shall be indentured for five (5) years, the probationary period to form part of the term of apprenticeship: Provided however that this term may be reduced in special circumstances with the approval of the Court.

(b) An apprentice taken on probation shall, within fourteen (14) days thereafter, be registered by the Company by means of notice thereof to the Registrar in the form prescribed.

(c) The court may, in any case where it seems expedient to do so, order that the probationary period be extended for a further term not exceeding three (3) months.

(d) A probationer shall work for such hours per day and for such remuneration as is prescribed by the Agreement applicable to the trade or calling to which he is to be apprenticed.

3. Every agreement of apprenticeship shall be subject to the provisions of the Agreement in force for the time being applicable to apprenticeship in the industry.

4. (a) (i) Every apprentice shall attend regularly and punctually a Government or other approved technical school, vocational classes, or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendance shall not be compulsory when the apprentice is stationed outside a radius of twelve (12) miles from the place where the instruction is given, or, in the case of illness of the apprentice the proof whereof lies on him.

(ii) The fees for the classes attended by the apprentice, or the cost of providing same, shall be paid by the Company.

(iii) The period during which apprentices are to attend such technical school or classes shall be one (1) day per fortnight.

(b) The Company shall request the Director of Education at the beginning of each year to draw up a syllabus showing the course for the various classes for the year. Such syllabus shall, where possible, include theory as applied to the trade, craft, occupation or calling to which the apprentices are indentured. A copy of such syllabus shall be furnished to each Union concerned, and shall be subject to review by the Court of Arbitration.

(c) Once in each year a report shall be furnished by the foreman and the teacher of the apprentice at the Technical School to the Company in which the apprentice is employed on the attendance, conduct, attention, aptitude and progress of each apprentice and upon any other matter calling for attention.

(d) An apprentice joining after the third term has commenced shall not sit for that year's annual examination, but shall commence his technical education when the school re-opens after the Christmas vacation.

(e) Every apprentice shall be bound to submit himself to examination at the place and time fixed by the Director of Technical Education.

(f) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least seventy per centum (70%) of attendances at the Technical School or other place of instruction, unless he is exempted from such attendance under the provisions hereof, or for other good cause.

(g) If the Company or the industrial Union concerned make representations to the Court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices are inadequate, the Court may make such investigations and such report to the Minister controlling such Technical School, or such other place, as it deems necessary.

(h) The Company shall, when necessary, notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

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

(j) For the purpose of the examination in the practical work of the trade, the examiners shall be persons skilled in the trade. There shall be two examiners for each trade, one to be appointed by the Company and the other by the Union or Unions concerned. Failing provision for appointment as aforesaid, the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners, the matters in dispute shall be referred to a third person, agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(k) It shall be the duty of the examiners to examine the work, require the production of the Certificate of Attendance, inquire into the diligence of each apprentice, and submit a report to the Company in writing as to the result of the examination within one (1) month from the date of the holding of the examination, but this period may be extended by the Court.

(l) Such examination shall, where necessary, include theory and practice as applied to the trade, industry, craft, occupation or calling to which the apprentice is indentured: Provided, however, that separate examinations conducted by different examiners may be held in (i) practical work, and (ii) theory.

(m) The Company shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. When the final examination has been passed, the certificate shall also be signed by the examiners, and the apprenticeship agreement duly endorsed.

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

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

(p) The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass any of the examinations, and for such purpose it shall be the duty of the examiner or examiners to make any necessary recommendation to the Court and the Company. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine.

(q) Upon the failure of an apprentice to pass two (2) consecutive examinations, it shall be the duty of the examiner or examiners to report same to the Court and the Company with a recommenda-

tion as to the cancellation of the apprenticeship agreement, or such other remedial measures (e.g., increased time for technical instruction) as it may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement, or make such other order as it may deem necessary.

(r) A certificate shall be issued to each apprentice showing the percentage of marks obtained in each subject for which he sat at the annual technical examination, with remarks from the head of the branch as to the manner in which he has carried out his practical work during the preceding year.

(s) The Company shall submit a report to the Court in writing accompanied by the examiners' reports as to the result of the annual examination or examinations within three (3) months of the date thereof.

(t) Upon the completion of the period of training prescribed for apprenticeship, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners, and, upon passing this test, shall be provided with a certificate to that effect.

5. The apprentice shall be placed under the supervision of some tradesman, or leading hand, who will teach and instruct, or cause the apprentice to be taught and instructed, in his trade or craft.

6. Time lost in any one (1) year, except as hereinafter provided, shall be without pay, and shall be made up at the conclusion of each separate period of twelve (12) months at the rate fixed for the period during which such time was lost, and the increased rate of wages shall not apply until such lost time (if any) has been fully made up: Provided that this clause shall not apply to—

- (i) time absent attending compulsory naval or military training, other than time imposed through failure to become efficient, or while undergoing confinement for an offence under the Defence Act;
- (ii) time lost due to accidents on duty up to a maximum of four (4) weeks in any one year;
- (iii) time lost through holidays prescribed by this Agreement;
- (iv) time lost by duly certified sickness not due to the apprentice's own misconduct, or wilful default, up to a maximum of four (4) weeks in any one year;
- (v) time occupied attending technical classes as prescribed during ordinary working hours.
- (vi) An apprentice entitled by National Security Regulations to be paid the full tradesman's rate shall, when absent from the workshop during working hours for the purpose of attending technical school classes, only be paid for such portion of the time he is so absent as is represented by the proportion that the fifth-year apprenticeship rate as prescribed by this Agreement bears to his full tradesman's rate.
- (vii) An apprentice entitled by National Security Regulations to be paid the full tradesman's rate shall, when entitled to sick pay in accordance with this clause, only be paid for such portion of each day as is represented by the proportion that the rate of wage prescribed in this Agreement for the year of apprenticeship in which the apprentice is serving when the sickness occurred bears to his full tradesman's rate for that day.

7. When work is closed down over Christmas and New Year for the purpose of annual holidays, apprentices in their first year, with less than a full year's holidays due, will only be entitled to payment during such period of absence for the number of days holidays due to them, calculated under the provisions of the industrial agreement applicable.

8. The Company shall pay the apprentice in respect of time lost through compulsory naval or military training (other than the additional training mentioned in Clause 6, subclause (i) above)



the amount by which the wages prescribed by this Agreement exceeds the amount received by the apprentice from the Department of Defence.

9. Where time lost through sickness exceeds four (4) consecutive working days, the Company may demand from the apprentice the production of a medical certificate, and a further such certificate or certificates may be required if any time is lost through sickness with seven (7) days from the date of resumption of duty, the cost, if any of such certificate or certificates, not exceeding five shillings (5s.) to be borne by the Company.

10. No minor shall (except as a junior worker under the provisions of this Agreement) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

11. The Company shall be deemed to undertake the duty which it agrees to perform as a duty enforceable under this Agreement.

12. (a) The apprenticeship agreement shall be completed within one (1) month of the end of the probationary period.

(b) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the Head of the Branch, on behalf of the Company, the legal guardian of the apprentice, the apprentice, and the Registrar. The Company, guardian or apprentice shall not enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(c) There shall be three (3) copies of each agreement, of which one (1) shall be held by the Company, the legal guardian of the apprentice and the Registrar.

13. Every agreement of apprenticeship entered into shall contain—

- (i) the names and addresses of the parties to the agreement;
- (ii) the date of birth of the apprentice;
- (iii) a description of the trade, industry, craft, occupation or calling, or combination thereof, to which the apprentice is to be bound;
- (iv) the date at which the apprenticeship is to commence, and the period thereof;
- (v) a condition requiring the apprentice to obey all reasonable directions of the employer, and requiring the employer and apprentice to comply with the terms of the relative industrial Award or Agreement, so far as they concern the apprentice.
- (vi) a condition that technical instruction of the apprentice when available shall be at the employer's expense, and in the employer's time, except in places where such instruction is given after the ordinary working hours;
- (vii) a condition that in the event of the apprentice in the opinion of the examiners not progressing satisfactorily increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard;
- (viii) the general conditions of apprenticeship;
- (ix) a provision that it may be cancelled by mutual consent by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

14. The Court shall have power to transfer an apprentice from one employer to another either temporarily or permanently.

15. (a) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two (2) months of the date on which the transfer is effected.

(b) One (1) copy each of the form of transfer shall be held by the late employer, the new employer, the legal guardian of the apprentice, and the Registrar.

16. Should the Company at any time before the determination of the period of apprenticeship wish to dispense with the services of the apprentice, it may, with the consent of the apprentice and guardian, transfer him to another employer carrying on business within a reasonable distance of the home station of the apprentice, who is willing to continue to teach the apprentice, and pay the rate of wages prescribed by the Court in its Agreement, or otherwise according to the total length of time served, and generally to perform the obligations of the Company.

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

18. The provisions of the "Guaranteed Week" clause as contained in each Agreement shall apply to apprentices.

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

20. (a) The number of apprentices shall not exceed the proportion of one (1) to every two (2) or fraction of the first two (2) journey men employed: Provided however that this provision shall not be applied so as to admit of such proportion being exceeded in any particular place.

(b) Provided that the Company may, with the consent of a committee of three, consisting of a representative of the Company, a representative of the union concerned, and the Industrial Registrar as chairman, take on new apprentices up to the proportion of one to each journeyman employed.

(c) Notwithstanding anything contained in this Agreement to the contrary, if through lack of work the Company is unable to at any time find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian and the union, be suspended for a period agreed upon, or, if no such agreement is arrived at, may be cancelled by a committee, consisting of the Industrial Registrar (as chairman), and one representative of the Company and one representative of the union. The onus of proof of circumstances justifying such cancellations shall be on the Company.

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

21. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve (12) months immediately preceding such time shall be deemed to be the number of journeymen employed.

22. On the transfer or termination of any apprenticeship agreement from whatever cause, the Company shall give the apprentice a certificate stating what time he has served, full particulars of the branches of the trade or industry in which he has received instruction, the proficiency attained, and shall also notify the Clerk of the Court and the cause thereof.



23. No apprentice employed under a registered agreement shall be discharged by the Company for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the Company; provided, however, that an apprentice may be suspended for misconduct by the Company with loss of pay during such suspension. If, however, the Company is of the opinion that the misconduct is such as to warrant dismissal, he shall forthwith make an application for cancellation of the agreement of apprenticeship and, in the event of the Court refusing same, the wages of the apprentice, or such portion thereof as the Court may order, shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

24. The word "apprentice" wherever used herein means any male of any age who is apprenticed to learn, or to be taught, any industry, craft, trade or calling to which this agreement applies and includes an apprentice on probation.

25. (a) The Company shall not refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment, or alter his position to his prejudice, by reason merely of the fact that the worker is a member of any Advisory Committee or Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

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

26. The Registrar shall prepare and keep a roll of apprentices containing:—

- (a) a record of all apprentices and probationers placed with the Company.
- (b) a record of the progress of each apprentice recording the result of the examiners' reports.

27. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1952 shall have the power to enter any premises, make such inspection of the premises, plant, machinery or work upon which any apprentice, is employed, or could be employed, interview any apprentice or worker, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

FORM A.

Application for Employment as Apprentice.  
(To be prepared in the handwriting of the applicant.)

- I. Name in full (surname first) .....
  - Postal Address .....
  - II. Trade or Trades of which Apprenticeship desired in order of preference:—
    - (1) ..... (2) .....
    - (3) ..... (4) .....
    - (5) ..... (6) .....
    - (7) ..... (8) .....
    - (9) .....
  - III. (a) Date of Birth .....
- (Note.—The Registrar's Certificate of Birth or certified Extract of Birth Entry or other proof of age to the satisfaction of the Company must be produced prior to appointment.)
- (b) Height without Boots ..... feet ..... inches.
  - (c) Chest Measurement ..... inches.
  - (d) Weight ..... stone ..... lbs.
  - (e) Educational Standard passed with date .....

IV. Have you previously applied for appointment in the Company? .....

If so, state to whom, for what position, when, and with what result .....

V. Particulars of Employment, (if any) during past three years:

Name of Employer(s) .....

Nature of Employment in each case .....

Period employed in each case .....

VI. Particulars of testimonials .....

(Note.—Every applicant for employment must supply two ORIGINAL testimonials together with a copy of each in applicant's own handwriting. One of these must be from the Head Teacher of the school last attended.)

VII. Name and Address of Parent or Guardian (required only in case of applicants under the age of 21 years) .....

VIII. Any other particulars which the applicant may desire to add .....

Signature of Applicant .....

Date .....

Form B.

To the Registrar,  
Arbitration Court,  
Perth.

Please take notice that ..... of  
..... has entered my service  
(on probation) as an apprentice to the .....  
trade on the ..... day of ..... 19....  
Dated this ..... day of ..... 19....  
(Signature of Employer) .....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

Form C.

Certificate of Service.

This is to certify that ..... of  
..... has served ..... years .....  
months at the ..... branch of the .....  
trade. He has attained (or not attained or  
attained more than) the average proficiency of an  
apprentice of like experience. The cause of the  
transfer (or termination) of the apprenticeship is  
as follows:—  
.....  
Dated this ..... day of ..... 19....  
(Signature of Employer) .....

Form D.

Certificate of Attendance at Technical School.

This is to certify that ..... of .....  
has secured a record of seventy per centum of  
attendances at ..... Technical School  
during the ..... months ending the ..... day of  
..... 19....  
(Signature of Principal) .....

Form E.

This is to certify that, at the annual examinations conducted by the Perth Technical School Apprentice ..... obtained the following percentage of marks:—  
.....  
.....  
.....  
and he has satisfactorily performed the course of technical training prescribed for the ..... year of apprenticeship.  
.....  
Director of Technical Education.

This is to certify that the abovenamed apprentice has satisfactorily performed the practical work required in connection with his advancement during the year ended .....

Head of Branch.

Form F

Final Certificate.

This is to certify that ..... of ..... has completed the period of training of ..... years, prescribed by his Agreement of Apprenticeship, and has passed the final examination test to the satisfaction of the examiners for the ..... trade.

Dated at ..... the ..... day of ..... 19.....

Examiners.

Registrar.

Form G.

General Form of Apprenticeship Agreement.

This Agreement made this ..... day of ..... 19..... between the ..... (hereinafter called "the employer") of the first part and ..... born on the ..... day of ..... 19..... (hereinafter called "the apprentice") of the second part and ..... (address) (occupation) ..... parent (or guardian) of the said ..... (hereinafter called "the parent" or "guardian") of the third part witnesseth as follows:—

1. The apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice and to learn the trade of ..... for a period of ..... years, from the ..... day of ..... one thousand nine hundred and .....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators and assigns covenant with the employer as follows:—

- (a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes, or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all awards and agreements made under the Industrial Arbitration Act, 1912-1952, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer hereby covenants with the apprentice as follows:—

- (a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term by the best means in his power cause him to be instructed in the trade of ..... and will provide facilities for the practical training of the apprentice in the said trade.
- (b) That the technical instruction of the apprentice when available shall be at the expense of the employer and shall be in the

employer's time, except when such instruction is given after the ordinary working hours.

- (c) In the event of the apprentice in the opinion of the examiner or examiners appointed by the Arbitration Court not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.
- (d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1952, or any Act or Acts amending same, and any regulations made thereunder, as far as the same concern the apprentice, and also the conditions and stipulations of any relative award or industrial agreement for the time being in force.

4. It is further agreed between the parties hereto—

- (a) That the apprentice shall not be responsible for any faulty work, or for any damage or injury done to materials, work or machinery, tools or plant, other than wilful damage or injury during the course of his work.
- (b) That the apprentice whilst under eighteen (18) years of age shall not be required to work overtime without his consent.
- (c) This Agreement, may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one (1) month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.
- (d) Other conditions.

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

Signed, sealed and delivered by ..... for and on behalf of the said ..... in the presence of—

(Signature of Employer).

And by the said ..... in the presence of—

(Signature of Apprentice.)

And by the said ..... in the presence of—

(Signature of Guardian.)

Noted and registered this ..... day of ..... 19.....

Registrar.

INDUSTRIAL AGREEMENT.

No. 20 of 1953.

(Registered 18th November, 1953.)

THIS Agreement made in pursuance of the Industrial Railway Employees' Industrial Union of Work-trial Arbitration Act, 1912-1952, this 10th day of November, 1953, between the West Australian Mid-ers (hereinafter referred to as the "Union") of the one part, and the Midland Railway Company of Western Australia Limited (hereinafter referred to

as the "Company") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

#### 1.—Term of Agreement.

This Agreement shall operate from the 2nd day of November, 1953, and shall remain in force for three (3) years from that date: Provided that, at any time after the expiration of the first twelve (12) months from that date, and after the expiration of any subsequent period of twelve (12) months, either party shall have the right to approach the Court of Arbitration to amend or vary the Agreement.

#### 2.—Arrangement.

1. Term of Agreement.
2. Arrangement.
3. Area and Scope of Agreement.
4. Interpretation.
5. Promotion.
6. Acting Work.
7. Retirement and Dismissal.
8. Qualifications.
9. Rates of Pay.
10. Workers Performing Higher Duties.
11. Agreement not to Affect Present Wage.
12. Lodging Allowance.
13. Hamper Allowance.
14. Sunday Away-from-home Station.
15. Held Away-from-home Allowance
16. Payment for Travelling Time.
17. Payment when Booked on Duty and not Required.
18. Minimum Time off Duty.
19. Transfers.
20. Annual Leave and Holidays.
21. Extended Leave of Absence.
22. Absence Through Sickness.
23. Payment for Sickness.
24. Free Passes, Privilege Tickets, etc.
25. Season Tickets.
26. Hours of Duty and Overtime Payment.
27. Shift and/or Night Work.
28. Overtime.
29. Week's Work.
30. Duty in Excess of Eight Hours.
31. Knowledge of Roads.
32. Examinations.
33. Preparing and Stabling Engines.
34. Special Shed Duty.
35. Discipline.
36. Charges Against Workers.
37. Secretary's Leave and Passes.
38. Union Notices.
39. Seniority List.
40. Appeal.
41. Preference to Unionists.
42. Board of Reference.
43. Alterations and Additions.

#### 3.—Area and Scope of Agreement.

This Agreement shall apply only to members of the Union employed by the Company in and about the working of the Midland Railway, and shall be binding upon the abovenamed parties, and shall operate over the whole of the Midland Railway. If electric or other power is installed as a substitute for steam haulage, members of the Union shall be employed to operate under the new power.

#### 4.—Interpretation.

"Worker" means a member of the Union employed as driver, fireman, cleaner, washoutman, washoutman's assistant, packer or trimmer.

"Attended barracks" means any building attended to by a whole or part-time caretaker, appointed for that purpose which is provided with bed, clean bedding, cooking utensils, and light, and lighting facilities, water and fuel. This shall include a van used to supplement the building accommodation, when such is not sufficient to accommodate the workers.

"Unattended barracks" means any van used as a barracks provided with the accommodation mentioned in the previous definition, and any building which, whilst provided with the accommodation mentioned therein, is wholly unattended.

"Main Depot" means a depot where six (6) or more locomotives are stationed.

"Married man" includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

"The Union" means the West Australian Midland Railway Employees' Industrial Union of Workers.

#### 5.—Promotion.

Promotion from cleaner to fireman and from fireman to driver shall be made—

- (a) automatically by reason of acting work, in accordance with the next succeeding clause; and
- (b) independently of acting work, as vacancies arise, according to seniority, combined with proficiency and good conduct; provided that the necessary examinations have been passed.

#### 6.—Acting Work.

(i) (a) A fireman or cleaner who has acted in the capacity of a driver or fireman respectively for 313 days, shall be appointed to the higher grade, and the date of such appointment shall, notwithstanding subsequent regression, be taken for the purpose of determining when advancements from class to class become due. To ascertain the number of days acting work performed by a worker, all acting work hereto or hereafter shall be counted and the total number of hours in the higher capacity shall be divided by six and two-thirds ( $6\frac{2}{3}$ ).

(ii) For the purpose of maintaining the present order of seniority amongst the workers, the following provisions shall obtain:—

- (a) The Company shall, so far as practicable, arrange that firemen and cleaners shall have the benefit of acting work according to seniority, and to that end shall transfer them from one depot to another, as may be necessary.
- (b) Subject as hereinafter provided, when a fireman or cleaner has qualified by acting work and is appointed to the higher grade under subclause (i) of this clause, each fireman or cleaner as the case may be, above him on the classification shall be deemed to have similarly qualified, and shall also be appointed to the higher grade: Provided, however, that the foregoing provision shall not apply to any fireman or cleaner who during the preceding twelve (12) months has lost the opportunity of himself getting the benefit of acting work by reason of his failure to accept a transfer from one depot to another.

(iii) A driver or fireman may, when traffic conditions so require be temporarily employed as a fireman or cleaner respectively, but whilst acting in the lower grade shall be paid the rate which he was receiving as driver or fireman respectively.

(iv) (a) A review of work performed in the advanced capacity during the previous three (3) months will be held at the close of March, June, September, and December in each year. Any adjustment of the staff, as provided for hereunder, to date from the eighth day after the close of each review period.

(b) The margin of acting time permissible in any quarter, without involving the question of promotion for the next quarter, shall be:—

- (1) Half full time, viz:—286 hours per quarter for one fireman acting as driver.
- (2) Full time, viz:—572 hours per quarter for one cleaner acting as fireman.

(c) The promotion of firemen to drivers and cleaners to firemen respectively, when the permissible margin of acting time for the previous quarter has been exceeded, shall be made at the rate of one man for every unit of 572 hours (i.e. full time) over the margin in each class. Fifty

(50) per cent. or over of a broken unit to be reckoned at 572 hours; under 50 per cent. to be dropped.

(d) Regression of drivers to firemen and firemen to cleaners respectively, when the permissible margin of acting work for the previous quarters has not been reached shall be made on the basis of—

One driver to fireman, when acting time is less than 286 hours per quarter.

One fireman to cleaner, when acting time is less than 572 hours per quarter.

(e) In the event of an abnormal decrease in the traffic to be handled in any one year, the margins provided for in paragraphs (iv) (b), (1) and (2), and (c) and (d), may be referred to a Board of Reference for review, and the Board shall have power to amend those margins, as it may deem fit.

(f) Each fortnight a return, showing the acting work performed during the previous two (2) weeks, shall be supplied to the Secretary of the Union.

(v) Workers appointed under subclause (i) and (ii) hereof may be regressed: Provided the total amount of advanced capacity work performed during the two (2) weeks preceding that in which such appointments become due is less than the margin stipulated in subclause (iv); should the advanced capacity work performed for the same period be in excess of the margin provided in subclause (iv), appointment equal to such excess shall be retained; regressions under this subclause to be made within a fortnight of such appointments becoming due.

(vi) No driver or fireman in any class shall be regressed until all the drivers and firemen respectively in the classes (if any) below him shall have been similarly regressed. After such regression, and whilst doing work in the lower grade, the drivers and firemen so regressed shall be paid the maximum rates provided for firemen and cleaners respectively; notice of intention to regress to be served on the Union.

#### 7.—Retirement and Dismissal.

(a) No worker after six months' continuous service shall leave the service of the Company until the expiration of two (2) weeks' written notice of his intention to do so, without the approval of the Company.

(b) Except in the case of summary dismissal for misconduct, two (2) weeks' written notice shall be given by the Company to any worker whose services are no longer required, and the reason for his dismissal shall be included in such notice.

(c) In the event of either the Company or the worker failing to give the prescribed notice, wages shall be paid or forfeited, as the case may be, to the extent by which the actual notice given falls short of the two (2) weeks' notice. Wages so forfeited by the worker may be deducted from any wages due to such worker up to the time of his leaving the service of the Company: Provided that where both parties agree to the acceptance of notice of less than two (2) weeks no penalty shall be imposed.

#### 8.—Qualifications.

(1) Engine Drivers.—No person shall be employed as a driver on the Midland Railway without the approval of the Head of the Branch. Such driver shall pass a satisfactory examination and hold a certificate from the Head of the Branch that he is competent. He must also have served as a fireman on the Midland Railway, or been employed as a driver or acting driver on other railways, either within or outside the service of the State Railways, unless in the opinion of the Head of the Branch there is no fully qualified worker available in the employ of the Midland Railway, when he shall report to the Company, who may thereupon authorise the appointment of such person or persons as may be deemed necessary; always provided that the Union shall receive due notice of any such proposed appointments.

(2) (a) Firemen.—No person shall be employed as a fireman on the Midland Railway without the approval of the Head of the Branch. Such fireman must first pass a satisfactory examination and hold a certificate from the Head of the Branch that he is competent; he must also have served as a cleaner on the Midland Railway, or have been employed as a driver, fireman, or cleaner on other railways within or outside the State of Western Australia: Provided always, that no person from outside the service of the Midland Railway shall be employed as fireman unless in the opinion of the Head of the Branch there is no worker in the employ of the Midland Railway fully qualified and available, when he shall report to the Company, who may thereupon authorise the appointment of such person or persons, as may be deemed necessary, always provided that the Union shall receive due notice of any such proposed appointments.

(b) No worker shall be permitted to act as fireman until he is twenty-one (21) years of age, unless in the opinion of the Head of the Branch the requirements of the service otherwise demand it.

(3) (a) Cleaners.—No candidate for the position of cleaner shall be admitted under seventeen and a half (17½) years of age, or over nineteen (19) last birthday.

(b) Each candidate for the position of cleaner shall require:—

- (i) to pass the Company's education test;
- (ii) to pass an examination by the medical officer of the Company that he is free from bodily or mental infirmity, the cost of such examination to be borne by the candidate;
- (iii) to pass the Company's test for vision, hearing and colour-sense;
- (iv) to supply three (3) testimonials of character from persons of good repute, Registrar's certificate of birth or extract of birth entry.

#### 9.—Rates of Pay.

Basic Wage—	Per week.		
	£	s.	d.
Metropolitan Area	12	6	6
South-West Land Division	12	6	0

The following workers shall be paid the margins shown, the daily rate for eight (8) hours to be adjusted to the nearest penny:—

	Per cent. of Basic Wage.		
(1) Cleaners—			
Under 18 years of age	65		
18 years and under 19	75		
19 years and under 20	85		
20 years and under 21	95		
Plus a loading at the rate of one shilling and sixpence (1s. 6d.) per week.			
			Margin per week over Basic Wage.
			£ s. d.
21 years and over	14	0	
Adult cleaner qualified to act as a fireman	17	0	
(2) Firemen—			
(a) First year	1	4	0
Second year	1	10	0
Third year	1	16	0
Fourth year and thereafter	2	0	0
(b) Firemen with five (5) years' service after appointment as firemen shall receive a margin of forty-three shillings (43s.) per week: Provided that they have not failed to pass the company's examination.			

9. Rates of Pay—*continued*:

Item No.	Designation.	Margin over Basic Wage. Per Week. £ s. d.	Item No.	Designation.	Margin over Basic Wage. Per Week. £ s. d.
(c) (i)	Fireman (so classified) who in any week for most part of his rostered week's work works a passenger train (drawn by a steam or diesel locomotive) 65 miles or more in one direction	2 3 0		shall be paid the highest ordinary margin prescribed for engine drivers and, in addition, fifteen shillings (15s.) per week.	
(ii)	Provided that any other fireman or cleaner acting as such who in any shift works any such train shall be paid therefor at the rate of six-tenths of a penny (6/10th d.) per hour in addition to his classified rate subject to a maximum margin under this provision of forty-three shillings (43s.) per week.		(iii)	Provided that, on relinquishing the duties of a driver-in-charge, a driver shall revert to the wage margin he would have received had he not acted as driver-in-charge.	
(d)	Notwithstanding the provisions of this subclause (2), firemen who, at their own request, or for health or disciplinary reasons are regressed to the grade of shunting firemen, and are employed full time on shunting duties, shall be paid as follows:—		(d)	No driver shall be entitled to promotion from one class to another unless he satisfactorily passes any examination or test required by the Head of the Branch.	
	First year	18 0	(iv)	Washout men, packers and trimmers—	
	Second year	1 4 0		During first year	1 10 0
	Third year and thereafter	1 7 0		Thereafter	1 16 0
(3) Engine Drivers—			(5)	Washout men's assistants—	
(a)	First year	2 10 0		During first year	16 0
	Second year	2 16 6		Thereafter	1 1 0
	Third year	3 6 0	(6)	Packers and trimmers, washout men and washout men's assistants appointed as such shall each be supplied with one (1) pair of overalls per annum. Washout men and washout men's assistants appointed as such shall each be supplied with a pair of rubber boots and workers operating steam cleaner shall be provided with suitable protective clothing.	
	Fourth year	3 15 0			
	Fifth year and thereafter	4 4 0			
	Provided that engine drivers who, at their own request, or for health or disciplinary reasons are regressed to the grade of shunting driver, and are employed full time on shunting duties, shall be paid as follows:—		10.—Workers Performing Higher Duties.		
	First year	2 4 0	(a)	A worker engaged for more than one half (½) of 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 employed for one half (½) or less than one half (½) of one day or shift, he shall be paid the higher rate for the time actually worked: Provided, however, that acting time of less than twenty (20) minutes in any one day or shift shall not be counted: Provided further, that the conditions applicable to such higher duties shall apply.	
	Second year and thereafter	2 10 6	(b)	Should any worker be required to perform work in a lower grade, his wages shall not be reduced whilst employed in such capacity.	
(b) (i)	Driver (so classified) who in any week for most part of his rostered week's work drives a passenger train (drawn by a steam or diesel locomotive) 65 miles or more in one direction	4 13 0	(c)	At main depots cleaners shall not be employed on fueling or labouring work, except in cases of emergency. The raking out of ash pans of engines going on traffic on Sundays at main depots may be performed by cleaners provided that the work of raking out and tubing shall be done by the shed staff where such labour is now available.	
(ii)	Provided that any other driver, or fireman acting as such, who in any shift drives any such train shall be paid therefore at the rate of two and seven-tenths pence (2 7/10ths d.) per hour additional to his classified margin or at a weekly margin of seventy-five shillings (75s.) whichever be the greater.		(d)	Should a cleaner at a running shed be called upon to assist in washing out engines he shall be paid the minimum rate prescribed for a fireman under the conditions in subclause (a) and all time so worked shall be classed as acting firing.	
(c) (i)	A driver, whilst acting as driver-in-charge of an out depot where six (6) or more workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers and in addition shall be paid eighteen shillings (18s.) per week.		(e)	A cleaner employed at an out depot who is regularly required to do raking out and tubing for 50% or more of his working time in any one year shall be supplied with one suit of overalls per annum. "Any one year" shall mean twelve (12) months from date of transfer to any out depot where this condition would apply.	
(ii)	A driver, whilst acting as driver-in-charge of an out depot where less than six (6) workers are stationed		11.—Agreement not to Affect Present Wage.		
				Nothing in this Agreement shall be construed to reduce the wage of any worker below the rate actually received by him on the date this Agreement is issued: Provided that this clause shall not apply to cleaners under 18 years of age, shunting firemen and shunting drivers provided for in clause 9, subclauses (1), (2) (d) and (3) (a) respectively.	

## 12.—Lodging Allowance.

The following allowance shall be paid to workers covered by this Agreement booked off or temporarily lodging away from their home station:

- (a) For the first (30) hours or part thereof, the sum of nine (9) shillings, where attended, and ten (10) shillings, where unattended barracks are provided, and eleven (11) shillings where there are no barracks.
- (b) After the first thirty (30) hours and up to seven (7) days the sum of sevenpence (7d.) per hour and thereafter sixpence (6d.) per hour provided that the reduction from sevenpence (7d.) to sixpence (6d.) shall only be made in cases where the worker shall be stationed for over seven (7) days in one place: Provided that a deduction of one shilling and sixpence (1s. 6d.) per day or night, with a maximum of seven shillings and sixpence (7s. 6d.) per week, shall be made where attended barracks are provided, and a deduction of ninepence (9d.) per day or night, with a maximum of three shillings and ninepence (3s. 9d.) per week, shall be made where unattended barracks are provided. No such deductions shall be made if the worker returns to his home station within forty-four (44) hours.
- (c) The allowance shall be calculated from the time of booking on to the time of booking off at home station.
- (d) A worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or if already in receipt of a district allowance shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging. A day's allowance to be granted for the first thirty (30) hours or any part thereof, and each subsequent twenty-four (24) hours or part thereof; time to be calculated from time of departure from home station to time of departure from foreign station.
- (e) Married workers temporarily transferred for a period exceeding three (3) months, but which is not expected to exceed six (6) months, for the purpose of meeting seasonal or exceptional or temporary traffic, and not moving their permanent homes, will be paid a weekly allowance of fifty (50) shillings in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes.  
Provided that, should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in the foregoing paragraph, shall in no case exceed the allowance payable under subclauses (a), (b) and (d).
- (f) Where workers under the preceding subclause are employed on a series of works up and down the line and are provided with sleeping accommodation in vans, the removal of vans from one place to another will not be deemed to have altered their headquarters.
- (g) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the Head of the Branch shall also have discretion to make any such additional allowance as may under the circumstances be justified.
- (h) the foregoing allowances will not be paid:—
  - (i) During any period of absence from duty unless such absence is due to sickness of the worker and does not exceed one week.
  - (ii) During any period of annual or long service leave.

## Transfer Accommodation Allowance.

(a) Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available, they shall be paid the sum of fifty-five shillings (55s.) per week until such time as suitable accommodation is available or for a period of six (6) months, whichever shall be the shorter.

The term "married men" shall for this purpose also include widowers with dependents and also others with dependents.

(b) Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case details of the expenses shall be submitted and all items in excess of five shillings (5s.) must be supported by receipted vouchers. Provided however, that such payment shall be limited to a period of six (6) months and shall not exceed thirty shillings (30s.) per week.

## 13.—Hamper Allowance.

(a) A driver or fireman attending at a depot with a hamper for a trip for which he is booked and which is cancelled, or who shall have received less than two (2) hours' notice of the cancellation of a trip requiring a hamper, shall be allowed three shillings (3s.) in respect of such hamper.

(b) Any worker having to proceed on an "away-from-home" job with less than four (4) hours notice shall be paid an amount of three (3) shillings in addition to ordinary expenses.

(c) Any worker notified between 5 p.m. and 10 a.m. of a "book off" job requiring him to come on duty between those hours shall receive an allowance of three (3) shillings in addition to ordinary expenses. This provision shall also apply to any worker notified of a "book off" job between 5 p.m. on the day preceding and 10 a.m. on the day following any public holiday on which grocery and butchers shops are closed, if required to come on duty between those hours. The provision shall also apply to any worker required to come on duty on a "book off" job between 12 noon Saturday and 10 a.m. Monday, unless the worker is notified or word left at his place of residence before 11 a.m. on the Saturday.

(d) When any worker is rostered for a local shift and such shift is extended by not less than one hour beyond the time rostered when booking on duty such worker shall be paid three (3) shillings for meal allowance.

## 14.—Sunday Away-From-Home Station.

Workers shall not be booked away from their home station for two (2) Sundays in succession where it can be avoided by any reasonable arrangement.

## 15.—Held Away-from-Home Allowance.

(a) Any driver or fireman (or employee acting as such) who works and/or travels to a foreign station other than on temporary transfer and there is released from duty and who before twenty (20) hours shall have elapsed from such release is not required to commence duty preparatory to his departure from such foreign station for another station at which he is to be again released from duty shall be paid held away-from-home allowances as follows:—

- (i) If the period off duty exceeds twenty (20) hours but does not exceed twenty-two (22) hours—one (1) hour's payment.
- (ii) If the period off duty exceeds twenty-two (22) hours but does not exceed twenty-four (24) hours, two (2) hours' payment.
- (iii) If the period off duty exceeds twenty-four (24) hours, two (2) hours' payment and, in addition, but subject to subclause (b) hereof, payment for all time in excess of twenty-four (24) hours.

(b) The maximum amount payable as an allowance under the provisions of subclause (a) hereof shall be as for eight (8) hours in respect of any detention of thirty-four (34) hours or less which maximum shall be increased by fifteen (15)

minutes' payment for each subsequent hour (or portion thereof) beyond thirty-four (34) in any one period of detention.

(c) The amounts accruing due under subclauses (a) and (b) hereof may be counted towards the guaranteed week's work, but shall not be included for the purpose of overtime calculation.

(d) The aforesaid allowances shall be paid for at the rate appropriate to the work performed on the forward journey, provided that an employee returning as a passenger to his home station shall be paid the foregoing allowances at his classified rate.

(e) Any allowance under this clause shall not be payable in respect of any time during which the employee is otherwise allowed payment (except for expenses) provided that the employee shall be paid whichever amount is to his greatest advantage, nor shall such allowance be payable in any case where detention is the result of any act or omission of an employee or of other circumstances for which the Company cannot reasonably be held responsible.

#### 16.—Payment for Travelling Time.

(a) A worker travelling as a passenger going to work away from or returning to his home station shall be paid at ordinary rates for actual travelling or waiting time for the first eight (8) hours and thereafter at half the ordinary rates in any one period of twenty-four (24) hours.

(b) Any fireman travelling as a passenger going out to act as a driver or returning after having acted as a driver, and any cleaner going out to act as a fireman, or returning after having acted as a fireman, shall receive payment for travelling time or waiting time at the minimum rate for the higher grade.

(c) Any worker who travels as a passenger from home depot to another depot, or vice versa, and is then booked off duty, and who has not been on duty prior to travelling, shall be allowed a minimum of two (2) hours from the time of booking on to the time of booking off duty.

(d) Sunday travelling time shall be paid for at the same rates and on the same conditions as on week days. The penalty rate payable under clause 26 (d) for work on Saturday shall not apply to travelling time on Saturday.

(e) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.: Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one day.

(f) A worker when travelling by sea, shall be entitled to a first class accommodation on the boat, and one fourth (1/4th) only of the usual away from home allowances. Travelling time shall be paid at the ordinary rates: Provided that not more than eight (8) hours shall be paid for his travelling time in any one period of twenty-four (24) hours.

#### 17.—Payment when Booked on Duty and not Required.

(a) Any driver or fireman booked on duty but informed before leaving the shed with his engine that he is not required for work and who is only called upon to attend to his engine, shall be paid two (2) hours' pay at the rate applicable to that day, but may be called upon for further duty without any further prescribed period of rest as provided for in Clause 18 of this Agreement. Any driver or fireman who is booked on duty and is called upon to perform work other than attending to his engine or who has to go out on traffic, shall be allowed not less than four (4) hours' pay at the rate applicable to that day.

(b) Any driver or fireman booked up for duty, shall not be entitled to any allowance when at least two (2) hours' notice that he is not required has been left at his place of residence or barracks, as the case may be. Written notice left with person in charge of worker's place of residence will be deemed to be notice under this subclause.

(c) If a cleaner is brought on duty and it is found necessary before he has worked two (2) hours to book him off so that he may be available to take up duty as a fireman, he shall be paid a minimum of two (2) hours at the rate applicable to that day, but may be called upon for duty as fireman without the period of rest prescribed in subclause (f), Clause 18.

(d) A driver-in-charge brought on duty outside his rostered hours of duty for any purpose shall be paid a minimum of two (2) hours, or at overtime rates, whichever is the greater.

Provided that a driver-in-charge shall not be obliged to work for the two (2) hours if the work for which he has been brought on has been completed in less time. In such circumstances, the provisions of clause 18, subclauses (a) and (g) shall not apply. The provisions of this subclause shall not apply to drivers-in-charge engaged in engine operating.

(e) No worker shall be brought on duty on a Sunday for less than four (4) hours' work.

(f) Any worker rostered for duty on Sunday and informed that he is not required shall be paid two (2) hours at ordinary rates: Provided, however, this provision shall not apply when notice that he is not required has been left at the worker's place of residence at least four (4) hours before his rostered time of duty.

(g) Any worker brought on duty shall receive (4) hours' pay at the rate applicable to that day except as provided for in subclauses (a), (b) (c) and (d) hereof.

#### 18.—Minimum Time Off Duty.

(a) Each driver and fireman shall be allowed off duty at home station for a minimum of twelve (12) hours, and at foreign stations for a minimum of eight (8) hours, except as provided hereunder.

(b) Engine men leaving home station for a foreign station which may entail booking off at a number of other stations before returning to home depot shall be booked off for twelve (12) and eight (8) hours alternatively: Provided that the first booking off may be for a minimum of eight (8) or twelve (12) hours as the Company may require: Provided further, that unless the worker is notified to the contrary prior to leaving his home station, the first booking off shall be for a period of twelve (12) hours.

(c) When engine men are required to do anything apart from their rostered run, the Company to apply the alternating rest period.

(d) In the event of a crew having been booked off at a foreign station for eight (8) hours and the Company finds it necessary to again book the same crew off on the return journey, the rest period on the second occasion to be twelve (12) hours, so that no crew will be booked off eight (8) hours twice in succession.

(e) When relieving at a foreign station or temporarily transferred the temporary station will for the purpose of this clause be treated as the home station for the first and each subsequent booking off thereat.

(f) After a cleaner, washout-man, washoutman's assistant, or worker acting in that capacity has gone off duty he shall be allowed ten (10) hours before coming on duty again: Provided that if a worker has been employed during part of the shift as a fireman, he shall be allowed rest period specified for firemen.

(g) When a worker is brought on duty without the prescribed period of rest, he shall be paid continuous duty as from the time he booked on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case, he shall be deemed to have been booked off duty, in so far as the computation of lodging allowance is concerned.



(h) No worker shall be called or booked up for duty, without having the prescribed period of rest while there is another qualified worker available who has had the prescribed rest.

(i) Each driver and fireman booked on duty after 9 p.m. and before 7 a.m. shall be called sufficiently long before coming on duty to enable him to get to the shed at the time booked. These provisions shall apply in the case of cleaners booked on irregular shifts if a call boy is available.

(j) Drivers and firemen booked off duty at foreign station where there is a caretaker at the barracks shall be called for duty irrespective of the hour booked on. At stations where there is no caretaker they shall be called, if it can be conveniently arranged.

(k) Each driver and fireman on being booked off duty on arrival at any shed shall come on duty again at such time as provided hereinbefore, as he may be directed before leaving the shed, either verbally by the foreman or by the running sheet posted at the shed, except in cases of emergency, when drivers and firemen may be called upon to resume duty at any time.

(l) Drivers and firemen booked on rostered working between hours of 10 p.m. and 6 a.m. shall when time permits, be given four (4) hours' notice of any alteration in their working.

(m) Should a driver or fireman not be able to ascertain before leaving the shed at his home station either from the foreman or from the running sheet when he shall be next required for duty he shall be free to assume that he will not be required for twelve (12) hours, and may make his private arrangements accordingly.

(n) Between the hours of 7 a.m. and 5 p.m. each driver and fireman after being booked off duty for twelve (12) hours shall make personal inquiry at the shed as to when he is next required for duty except when booked adjusting, in which case he shall be notified. Outside these hours he shall be notified at his place of residence at least two (2) hours before being required for duty: Provided that he shall have the specified period of rest, viz., twelve (12) hours before commencing duty. Written notice left with the person in charge of worker's place of residence will be deemed to be notice under this subclause.

#### 19.—Transfers.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer and if on inquiry it is found that a transfer can be arranged with another worker to suit the convenience of the Company, then he shall be re-transferred. A worker transferring from one station to another over one (1) mile distant involving a change of residence shall—

- (i) be paid not less than four (4) pounds for a married man and fifteen shillings (15s.) for a single man. A married man who does not transfer his family shall be paid as single man;
- (ii) be paid such further out-of-pocket expense (if any) as the Company in its discretion shall decide to have been reasonably incurred;
- (iii) be granted free passes for himself and family (including those dependents mentioned in the interpretation of "married man" and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects, including one (1) cow and not more than two (2) goats, where the train is provided with appropriate sleepers, and the workers journey extends through the night, he and his family shall be supplied with sleeping berths;
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime, Saturday or Sunday time rates shall apply;

(v) Married workers shall be allowed one (1) day for packing and one (1) day for unpacking (if necessary). A married man who does not transfer his family shall be treated as a single man.

(b) Any worker who is transferred from one place to another to suit himself shall be entitled to the provisions of subclause (a) (iii) only.

(c) When the Company is aware three months in advance of the necessity of requiring a worker to permanently transfer from one station to another at least twenty-eight (28) days' notice shall be given to the worker concerned. In all other cases ten (10) days' notice shall suffice. A worker may be transferred without such notice provided that expenses as per clause 12, subclauses (a) and (b) are paid for each day by which the period of notice is less than twenty-eight (28) days or ten (10) days as the case may be. Provided, however, the prescribed notice of transfer shall not be waived unless the worker concerned is agreeable.

(d) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at another depot, for relief or other purposes for a lesser period he shall be paid lodging allowance as per clause 12.

#### 20.—Annual Leave and Holidays.

(1) Annual Leave.—(a) Unless by mutual agreement between the Company and the Union to the contrary, workers after twelve (12) months' continuous service shall be granted annual leave on full pay as under:—

Drivers and Firemen, three (3) weeks.

Other workers two (2) weeks and two (2) days.

The whole of such annual leave shall be taken at the one time in each year: Provided that with the consent of the Company annual leave may be allowed to accumulate for two (2) years.

(b) Workers shall be paid for annual leave at the rate of pay they were drawing at or immediately before the time when such annual leave is taken.

(c) Every worker, after one (1) month's continuous service, shall be entitled to the foregoing annual leave in proportion as the length of service is to the appropriate period of annual leave.

(d) Every year prior to the thirty-first (31st) July, a statement shall be posted in each shed showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the thirtieth (30th) June each year, and only leave up to that date shall be granted each year, except in cases where leave has been allowed to accumulate.

(e) Workers are not to be booked on annual leave for more than one (1) year in succession between thirtieth (30th) April and first (1st) September except at the request of the worker. Holiday lists are not to be departed from, except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

(f) With the approval of the Head of the Branch any worker may exchange dates with another.

(g) Unless at his own request, no worker shall be booked off for annual leave at a foreign station or at his temporary home station.

(h) No deduction shall be made from annual leave for the period a worker is off duty through sickness unless the absence exceeds three (3) calendar months.

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



(2) Holidays.—(a) In addition to their annual leave the following days shall be observed as holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.

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

(c) Whenever a holiday falls on a Sunday workers shall not be granted a paid holiday except where that holiday is observed on the following Monday.

(d) If a public holiday as defined in subclause (a) falls on a week day within an employee's period of annual leave and is observed on a day on which on his normal roster he would have been on duty, there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(e) A worker who returns to his home station or finishes a shift at his home station not later than 4 a.m. on any holiday and is not again booked on duty for that day shall be treated as having had a paid holiday.

(f) Unless at his own request no worker shall be booked off for a holiday at a foreign, or at his temporary home station.

(g) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, any holidays falling during such absence shall not be treated as a paid holiday. Where the worker, however, is on or is available for duty on the work-day immediately preceding a paid holiday or resumes or is available for duty on the working day immediately following a holiday the worker shall be entitled to a paid holiday on such holiday.

#### 21.—Extended Leave of Absence.

Any worker who has been two (2) years or more in the Service of the Company, may on application, be granted in addition to annual leave, extended leave of absence without pay, for a period not exceeding twelve (12) months. Failure on the part of a worker to return to his duty within the specified period of leave granted shall be regarded as a resignation and shall be so treated.

#### 22.—Absence Through Sickness or Special Leave.

(a) Any worker, being unable to attend to his duty through sickness, shall notify the locomotive officer on duty at least three (3) hours before the time he is booked for duty, and he shall also satisfy the locomotive officer that he is unfit to attend to his duties, and, if called upon, shall provide a medical certificate that he is unable to perform his duties through sickness.

(b) Any worker so absent shall not again be booked up for duty unless he notifies the locomotive officer not later than 4 p.m. on any day that he is fit to resume and in such case there shall be no obligation to employ him until the following working day.

A worker who books off duty sick on afternoon shift who reports for duty before 10 a.m. on the following day shall be provided with work on that day.

(c) Any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

#### 23.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill health at the rate of one-twelfth (1/12th) of the guaranteed week's work for each completed month of

service; provided that payment for such absence through such ill health shall be limited to one (1) week in each year ending 30th June, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the 30th June, each year, or at any time the worker leaves the service; 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) No worker shall be entitled to the benefits of this clause unless he produces proof to the satisfaction of the Company or its representative, of sickness, but the Company shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(c) No payment will be made for any absence due to a worker's own fault, neglect or misconduct.

#### 24.—Free Passes, Privilege Tickets, etc.

(1) Free Passes—(a) After twelve (12) month's continuous service, workers shall be allowed annually free passes as specified hereunder:

All drivers and any ex-drivers who have been regressed (either through reduction in the number of drivers or for physical disability), firemen who hold drivers certificates, washout-men, packers and trimmers, one first-class station to station pass on the occasion of annual and/or long service leave to cover the full term of leave due; two (2) first-class privilege passes from one given station to another and return.

All other workers: one second-class station to station pass on the occasion of the annual and/or long service leave, to cover the full term of leave due: Provided that this pass may be changed to first class on payment by the worker of half the additional fare at ordinary rates: two (2) first-class privilege passes from one given station to another and return, except during the Christmas, New Year and Easter holidays, when at the option of the Company the passes may be issued as second class: Provided however that in the event of the worker owing to domestic arrangements desiring to return to his home, leaving his family at the holiday destination, the pass will be considered as available for return of the family, or a separate pass issued therefor. In addition to the worker the passes shall be available for his wife and members of his family under eighteen (18) years of age unmarried, unmarried daughters over eighteen years of age, and his parents provided they are resident with and dependent upon him for support. A widower with his child or children resident with him and who regularly employs a housekeeper may, at the discretion of the Company, be granted passes for such housekeeper; in like manner, an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station to station pass for his wife and dependants as mentioned in subclause (a) hereof, where it is inconvenient for both to travel together.

(c) After six (6) months continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service.

(d) Should a worker, through illness, be unable to use his station to station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station to station, for the term of such holidays: Provided that, should a worker not have given the requisite notice or obtained the consent of the Company to leave the service as provided for in clause 7 he shall forfeit all claims to any pass he would otherwise have been entitled to under the provisions of this clause.

(f) On production of a certificate from the General Secretary of the Railways Institute passes shall be issued on the Company's Railway to a worker for the sole purpose of attending approved classes at the Railway Institute.

(g) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch, for the purpose of obtaining medical attention.

(h) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight: Provided that the work upon which they are engaged will permit of their doing so.

No travelling time shall be paid: Provided also, that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(i) Free passes shall not apply to race or hired special, guaranteed specials, or special excursion trains within a fifty mile radius or when in the opinion of the station-master at the station where the worker desires to commence his journey there is not ample room on the train.

(2) Market Passes.—Workers stationed outside suburban areas will be issued market passes once per month to the market town most convenient to the Company and the worker. The passes may be issued in favour of the worker, his wife, or housekeeper, and children between the ages of five and fourteen years. A worker's wife or housekeeper may be granted a market pass once per fortnight, if required: Provided that the maximum number of passes granted under this sub-clause shall be two (2) per month.

(3) Free Freight.—Domestic supplies up to a maximum weight fortnightly of two (2) cwt. for married men and one (1) cwt. for single men shall be carried free by rail to home station from the market town most convenient to the Company and the worker, and, in addition, meat, bread and vegetables and dairy produce, when not obtainable locally, shall be carried free from the market town most convenient to the Company and the worker where same are procurable. All such supplies must be for the sole use of the worker and his family: Provided that this concession shall not apply when any member of the worker's family conducts a boarding house or store at the home station.

The following shall be approved market towns:—Midland Junction, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara, Walk-away.

(ii) By agreement between the parties any of the towns on the list may be omitted and any other towns may be added.

(b) A Board of Reference appointed pursuant to the provision of Clause 42 of the Agreement may amend or vary the above list by the omission therefrom of any town mentioned, or the addition of any other town. Such amendment or variation may be made at the request of either party and upon proof to the satisfaction of the Board that it is just and reasonable, upon a consideration of the following facts and circumstances:—

- (i) The price of ordinary household commodities, including clothing, ruling in the town as compared with other places conveniently situated.
- (ii) The number of storekeepers operating in the town or district and the competition amongst them.
- (iii) The district allowances, if any, of the workers concerned.
- (iv) Any other fact or circumstances, to be specifically set forth in the decision, which in the opinion of the Board, renders an alteration desirable or necessary.

(5) Privilege Tickets.—After six (6) months' continuous service a worker shall be allowed privilege return tickets, first or second class, for himself, wife and members of his family under 18 years of age, also unmarried daughters over 18 years of age, and his parents: Provided that they are resident with and dependent upon the worker's earnings. The charge for privilege tickets to be half the

single fare for the return journey, with a minimum of one shilling and sixpence (1s. 6d.) for adults and ninepence (9d.) for children.

(6) For the purpose of this clause a member of the family shall be deemed to be dependent, provided such member's income does not exceed two pounds (£2) per week, exclusive of old age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

#### 25.—Season Tickets.

Second-class season tickets at half the ordinary season ticket rates shall on application be issued to any worker to enable him to travel between the place of occupation and the station nearest to which he resides.

#### 26.—Hours of Duty and Overtime Payment.

(a) All time (exclusive of Sunday time) worked in excess of forty (40) hours in the first five (5) shifts in any one week shall be paid at the rate of time and a half.

(b) All time worked in excess of eight (8) hours in any one of the first five (5) shifts in a week shall be paid for as under:—

First two (2) hours: Time and a quarter.

Next two (2) hours: Time and a half.

Thereafter: Double time.

(c) Overtime provided for in subclauses (a) and (b) of this clause shall not be paid for twice; payment shall be calculated on the daily or weekly basis, whichever of these alternatives gives the greater amount to the employee.

(d) (i) The overtime rates shall be computed on the rate applicable to the day on which the overtime is worked. Provided that double time, i.e. twice the ordinary rate, shall be the maximum.

(ii) Subject to the foregoing provision, all time worked on Sunday shall be paid at the rate of double time all ordinary time worked on Saturdays by shift workers shall be paid at time and a half. For the purpose of this subclause, "shift workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

(iii) All workers employed after 12.30 p.m. on Saturdays shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 p.m.

(e) The Company shall arrange, as far as practicable, that shifts shall not exceed eight (8) hours, and, except in cases of emergency where relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten (10) hours.

(f) Workers other than enginemen shall not be required to work more than five (5) hours without being booked off for a meal or allowed a crib time.

(g) In the case of enginemen working on shunting engines, an interval of twenty (20) minutes for crib shall be arranged between the third and fifth hours of duty, without deduction of pay, except at Midland Junction, when shunters and enginemen work conflicting shifts, in which case the crib time shall be arranged to suit the Company.

(h) In the case of enginemen on the road, it shall be understood that, when the running of their own train is not unduly delayed and the running of other trains which their own train may meet or cross is not interfered with, an interval of not exceeding twenty (20) minutes for crib between the third and fifth hours of duty may be taken without deduction of pay.

(i) The Company shall guarantee to each worker a full week's work of forty hours (40) exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its workers, or for any cause beyond its control, it is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

(j) Two employees of the Company (such workers to be members of and to be nominated by the Union) shall be permitted to attend the Company's half-yearly time table conference as re-

representatives of the Union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time table could be avoided. The workers so acting shall be paid by the Company ordinary wages, travelling time, and expenses as provided in this Agreement.

#### 27.—Shift and/or Night Work.

(a) Employees when engaged in the callings named hereinafter shall be paid allowances for shift and/or night work as indicated, provided that where such allowance is at a rate per hour, broken parts of an hour less than thirty (30) minutes shall be disregarded and from thirty (30) minutes to fifty-nine (59) minutes paid for as one hour.

(b) Drivers, firemen and adult engine cleaners—sevenpence (7d.) per hour, and junior engine cleaners—threepence halfpenny (3½d.) per hour for all work performed between midnight and 6 a.m. and between 8 p.m. and midnight on Mondays to Fridays inclusive, except any portion of such time as is subject to overtime penalty in excess of a stipulated time on one shift or in respect of any shift in excess of the number prescribed for a normal week's work.

(c) (i) Washout-men, packers and trimmers, and washout-men's assistants, shall be paid for ordinary time worked on any afternoon or night shift 7½ per cent. more than ordinary rates.

(ii) "Afternoon shift" means any shift on which ordinary time finishes after 6 p.m. and at or before midnight.

"Night shift" means any shift on which ordinary time finishes subsequent to midnight and at or before 8 a.m.

(iii) "Ordinary time" does not include Saturday or Sunday time or overtime or any time worked on a shift in excess of the number prescribed for a normal week's work.

(d) For the purpose of this clause, "time worked" does not include any time not treated as time worked on week days for overtime at the date of this Agreement.

#### 28.—Overtime.

(a) The Company may require any worker to work reasonable overtime at the overtime rates provided under the Agreement and such workers shall work overtime in accordance with such requirements.

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

(c) The above provisions shall remain in operation only until otherwise determined by the Court.

#### 29.—Week's Work.

(a) Five (5) shifts between Monday and Saturday inclusive shall constitute a week's work for the purpose of this clause. If a worker is called on for a sixth shift during those days, he shall be paid as follows:—

(i) At the rate of time and a quarter for time worked equivalent to the time short of forty (40) hours already booked in the five (5) preceding shifts of that week.

(ii) At the rate of time and a half for all other time worked in the sixth shift. Provided that any time worked in the sixth shift on a Saturday by workers entitled to the rate of time and a half under clause 26 (d) (ii) or (iii) shall be paid for at the rate of time and seven-eighths and double time respectively in lieu of the rates prescribed in paragraphs (i) and (ii) above. Provided further, that any time paid for under paragraph (ii) of this subclause shall not be subject to the overtime penalty prescribed in clause 26 (a) or (b).

(b) Where train crews (excepting those employed on shunting engines) work a continuous shift—Sunday into Monday—such shift, unless it extends into four (4) hours on Monday, will not be counted as one of the five (5) week-day shifts.

#### 30.—Duty in Excess of Eight Hours.

Each month the Head of the Branch will on receipt of a request from the General Secretary of the Union, supply a statement showing all instances, where workers have been kept on duty longer than eight (8) hours continuously.

#### 31.—Knowledge of Roads.

Should the requirements of the service necessitate that a driver shall run over a road with which he is not fully acquainted, he shall be provided with a pilotman. Such pilotman shall be either a district locomotive superintendent (provided he has been a driver in the Company's service) a locomotive inspector, driver or fireman authorised to drive. In cases where a driver is removed from one depot to another, he shall be given facilities to learn the road without loss of his driver's pay.

#### 32.—Examinations.

(a) Each driver, fireman, or cleaner who is called on for examination shall have fourteen (14) days' notice of the date on which he will be examined and sample questions given for each subject.

(b) Each candidate shall be allowed to try three (3) times, at intervals not exceeding four (4) months. If he does not pass, a further trial shall be allowed at the expiration of twelve (12) months from the previous examination. If then unsuccessful, he shall be considered to have finally failed.

(c) All questions shall be put clearly and without ambiguity and each candidate shall be allowed all reasonable latitude in asking the examiner to make each question clear; and a driver (a member of the Union) shall be present at all viva voce examinations, but shall not in any way interfere with or interpose in the conduct of the proceedings.

(d) The candidate who fails to pass his examination shall be furnished with a copy of the questions he failed to answer correctly.

(e) A worker who has lost his seniority through failing to pass the examination shall, on subsequently passing, be classified next to the worker who passed examination previously to him.

(f) The examinations shall be in the terms as prescribed by the Company. The examiner shall be appointed by the head of the branch, to whom he shall report fully the result of such examination and the decision of the head of the branch shall be final.

#### 33.—Preparing and Stabling Engines.

(a) Each driver and fireman shall, if required to do the work, be granted the following allowance for preparing and stabling engines over and above the time required by the Traffic Branch:—

Preparing main line engines (to apply to shunting engines prepared for running on main lines) —45 minutes.

Extra time may be allowed for coaling if in the opinion of the foreman same is warranted.

Where engines have been prepared by workers other than the enginemen who are booked to work them—15 minutes.

Shunting engines—30 minutes.

All other engines—30 minutes.

Stabling of engines—30 minutes.

(b) When stabling engines at out-stations (that is, where less than six (6) engines are stabled), an half hour extra shall be allowed the fireman for banking fire, or cleaning fire, ash-pan and smoke-box.

(c) Where a fireman has to raise steam in a boiler at a foreign depot, he shall be allowed two (2) hours in addition to ordinary preparing time, in the case of a cold boiler, and one and a half hours in the case of a warm boiler. A boiler which has been out of traffic for twenty-four (24) hours shall be regarded as a cold boiler.

(d) Provided that the Company may relieve drivers and firemen from duties of preparation and stabling and employ other workers who are qualified drivers and firemen, to carry out such duties.

#### 34.—Special Shed Duty.

(a) At sheds where six (6) or more engines are stabled, the duties of cleaners shall be to clean engines, clean fronts, light up engines, attend to water and steam, and perform duties of calling and assisting in stores as may be directed by the officer-in-charge.

(b) The duties of drivers and firemen, where six (6) or more engines are stabled, when stabling engines, shall be to turn engines, examine engine over pit, take water, lock away all tools, and place engine for coal or in shed, as the case maybe, and leave boiler and fire in safe condition. The fireman shall keep all cab fittings etc., on the footplate in a clean condition from the time of leaving the shed until return thereto.

(c) At sheds where less than six (6) engines are stabled, the duties of cleaners shall be to clean engines, light-up, attend to water and steam. Cleaners may also be used for fueling or other work, subject to the conditions of Clause 10 (a).

(d) Cleaners working with shed drivers employed in marshalling engines at principal depots shall be paid firemen's rate of pay. This duty to be called "shed firing."

(e) At sheds where less than six (6) engines are stabled, the duties of the fireman will be to clean out smokeboxes and ashpans, clean fronts and keep all fittings etc., on the footplate clean, take coal and water, bank fires. After a fireman has been on duty for more than eight (8) hours, he shall be relieved of the duty of cleaning, fires smokeboxes, and ashpans, unless the case is one of emergency and it is not possible, in the circumstances, for other arrangements to be made to carry out such work.

(f) At sheds where less than (6) engines are stabled, the duties of the drivers will be to turn engines, examine engines over pits, put engines in position to take coal and water, and stable engines.

(g) In addition to the foregoing, drivers and firemen, when stabling engines, may provided they have not been on duty in excess of eight (8) hours, be called upon to perform any other duty appertaining to their respective grades, and time allowance shall be made for so much of work as cannot be performed in the period allowed for stabling.

(h) The work of cleaning fires and ashpans of engines going into locomotive depots shall be done by the shed staff where such labour is now available.

(i) Any cleaner who has obtained his fireman's ticket and who in the course of his shift is required to light up and attend fires in boilers shall be paid the minimum main line rate prescribed herein for firemen for the time so employed. Such time shall not be regarded as acting time for fireman.

#### 35.—Discipline.

The Head of the Branch shall have power to reprimand, fine, suspend from duty, reduce in grade, or dismiss any worker, and to remove any driver or fireman from a locomotive footplate. Provided always that the notification to a worker of any such action shall be in writing, and shall state the reason for same being taken.

#### 36.—Charges Against Workers.

(a) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer in charge.

(b) When a worker against whom a charge is pending has made a statement to an officer in charge and which statement the officer in charge has taken down in writing such worker shall either be furnished with a copy of such statement or be allowed to take a copy of it.

(c) If in the opinion of the foreman the action of any worker should be reported to the Head of the Branch it shall be done.

(i) Where a worker is stationed at a main depot, within seven (7) days of the foreman's first knowledge of the occurrence; for the purpose of this clause a main depot shall be any depot where a District Loco Superintendent or Loco Shed Foreman is stationed.

(ii) Where a worker is stationed at a sub-depot, within ten (10) days of the first knowledge of the occurrence by the person in charge of such sub-depot. The worker shall at the same time be notified by the foreman that he is reported, otherwise such report shall be null and void; provided that when a worker reports on his daily running sheet an irregularity or other occurrence in which he is concerned to the Company it shall not be necessary for the foreman to notify such worker that he has been reported to the Head of the Branch, but if the worker in such cases is to be charged the foreman must so notify the worker within twenty-one (21) days of the receipt of the daily running sheet. When a charge has been made against any worker, he shall be supplied with a copy of such charge and any reports upon which it is based.

(d) If a final decision in any case in which a charge has been made against a worker be not given within three (3) calendar months of the occurrence first coming to the knowledge of the Head of the Branch or within fourteen (14) days of the final determination of any charge relating to the occurrence brought against the worker by a party other than the Company (whichever is the later) the charge in question shall lapse.

(e) A worker who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sundays or holidays) following the date on which he was suspended. Except in cases where dismissal follows suspension, a worker shall be paid for any time under suspension in excess of six (6) days referred to: Provided the worker has not delayed the submission of his explanation of the offence for which he was suspended.

(f) Where a worker exercises his right of appeal, no deduction shall be made from his wages in respect of any fine until a final decision has been given.

(g) Where a worker has been fined an amount exceeding one day's pay, the amount to be deducted from any fortnight's pay shall not be greater than one day's pay, except with the consent of the worker concerned.

#### 37.—Secretary's Leave and Passes.

The Company will grant leave without pay for a continuous period or otherwise of thirty (30) days in each year to the Secretary (should such Secretary be a railway servant) to enable him to attend exclusively to the Union work, and a free pass will be issued to the Secretary, whether a railway servant or not, for that period, but may be withdrawn at the Company's discretion; such pass to be used exclusively for Union work and not for political purposes.

#### 38.—Union Notices.

Notices relating to meetings or classes in connection with the Union shall be allowed to be exhibited at such places as may be approved by the Company.

#### 39.—Seniority List.

Complete seniority lists shall be available for inspection by workers at depots where a foreman is stationed.

#### 40.—Appeal.

Any worker fined, reduced to a lower class, grade or dismissed, shall have the right of appeal, and such appeal shall be dealt with by the Appeal

Board, constituted as follows:—His immediate head and employee of his particular branch, with the General Manager as chairman, and at the hearing of such appeal the Union shall be represented by the General Secretary.

41.—Preference to Unionists.

Preference shall be given to unionists with regard to employment. Except in the case of cleaners, who shall be required to make application for membership of the Union immediately on being engaged by the Company.

42.—Board of Reference.

(a) The Court appoints, for the purpose of this Agreement, a board or Boards of Reference. A Board shall consist of a chairman and two (2) representatives, one nominated by each party. The functions of a Board of Reference shall be—

- (i) to settle disputes as to matters under this Agreement, except such as involve interpretations of the provisions of the Agreement;
- (ii) deciding any other matter that the Court may refer to the Board from time to time.

(b) Separate Boards may be appointed, where deemed necessary or advisable, for different branches of the industry or for different districts.

(c) The Provisions of regulation 106 of the Industrial Arbitration Act, 1912-1952 (appeal from Board) shall be deemed to apply to any Board of References appointed hereunder.

43.—Alterations and Additions.

(1) If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees, any alteration or addition is made to an existing Award or Agreement between the W.A. Government Railways Commission and a Union or Unions representing its employees, such alterations or additions shall automatically apply to similar employees of the Company from the same date as it applies to the employees of the Commission.

Provided that—

- (a) the Union or Unions concerned and the Company may mutually agree that such alterations or additions shall not apply to the Company;
- (b) if either party objects to being bound by such alterations or additions it may within twenty-one days of any such alteration or addition being made or approved of by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.

(2) The Union or Unions concerned shall notify the Company within ten days after any alteration or addition has been made.

Signed for and on behalf of the Midland Railway Company of Western Australia, Limited this 11th day of November, 1953, in the presence of—

J. F. DOWSON,  
General Manager.

L. J. Hellewell.

Signed for and on behalf of the West Australian Midland Railway Employees' Industrial Union of Workers this 10th day of November, 1953, in the presence of—

D. W. PRITCHARD,  
President.  
MAURICE FOX,  
Secretary.

[L.S.]

R. M. Holmes.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 89 of 1953.

Between W. O. Johnston and Sons, and Foggitt Jones Pty. Ltd., Applicants, and West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Respondents.

HAVING heard Mr. A. S. Cowan on behalf of the Applicants and Mr. J. W. Baker on behalf of the Respondent Union and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the Court of Arbitration and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 5 of 1949 be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 1st day of December, 1953.

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

Schedule.

Clause 25—Wages.

1. By deleting subclause (a) and inserting in lieu thereof the following:—

(a) Basic Wage:

	Per Week.					
	Adult Males.			Adult Females.		
	£	s.	d.	£	s.	d.
Within a radius of 15 miles from the G.P.O., Perth	12	6	6	8	0	3
Outside a 15-mile radius but within a 30-mile radius from the G.P.O., Perth	12	6	0	7	19	11

2. By amending subclause (b) by inserting in the first line thereof between the words "Adult" and "Workers" the word "Male".

3. By amending subclause (d) as follows:—

- (a) By inserting in the first line thereof between the words "Junior" and "Workers" the word "Male".
- (b) By inserting before the word "Casual" the symbol and letter "(e)".

4. By inserting new paragraphs to stand as paragraphs "f", "g" and "h" as follows:—

(f) Adult Female Workers:

	Margin over female basic wage per week.		
	£	s.	d.
Filler	1	3	6
Linker	1	3	6
All others including employees wrapping, weighing, packing (including packing dripping or lard into containers), sealing containers, bundling and labelling, tying ends of unused synthetic skins, rodding skins, typing skins, slicing and wrapping smallgoods, bacon and cooked meats, and weighing seasonings, trimming meat off bones, preparing casings	17	6	

(g) Junior Female Workers:

	Percentage of female basic wage per week.	
Between 15 and 16 years of age	45	
Between 16 and 17 years of age	55	
Between 17 and 18 years of age	65	
Between 18 and 19 years of age	75	
Between 19 and 20 years of age	90	
Between 20 and 21 years of age	100	

- (h) Nothing in this Award shall be the means of reducing the wages at present being paid to females covered by this Award, employed by the respondents in excess of the Award rates.

This order shall take effect as from the beginning of the first pay period commencing after the day hereof.

#### W.A. COAL INDUSTRY TRIBUNAL.

In the matter of the Mining Act, Amendment Act, No. 84 of 1948, Div. 1., Part XIII., and in the matter of an industrial dispute wherein The Coal Miners' Industrial Union of Workers, Collie, Applicants, and Amalgamated Collieries of W.A. Ltd. and others, Respondents, are parties.

The Union makes application to amend Long Service Leave, Award No. 6 of 1951 (Miners W.A.), of the Central Reference Board, by adding to clause 11, after subclause (iv), subclause (iv) (a) and (iv) (b).

(Application No. 14 of 1953, W.A.C.I.T.)

#### Decision.

THE Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:—

1. Clause 13—Holidays—Delete subclause (d) and insert a new subclause:—

(d) (i) Shifts lost on account of compensatable accidents sustained during the course of employment (not exceeding one month at a time) shall be regarded, for the purpose of calculation of the extent of annual leave, as shifts of actual attendance during those days for which the mine has worked for the production of coal.

(ii) Shifts lost by an employee through absence on paid sick leave and long service leave, or shifts lost by a union official bona fide absent from his employment either to attend proceedings before any Industrial Tribunal or Commission in which the parties to this Award are interested parties or with the permission of the management to attend to union business, shall be regarded for the purpose of this clause as shifts worked.

2. Clause 14—Sick Leave—Delete subclause (i) and insert a new subclause:—

(i) For the purpose of calculation of sick leave any absence from work on account of long service leave or annual leave shall be regarded for the purpose of this clause as shifts worked.

3. Clause 33—Union Officials—Annual Leave—Delete the whole.

4. These amendments shall take effect as from 1st January, 1953.

And further hereby awards, orders, and prescribes that the Long Service Leave (Miners W.A.) Award No. 6 of 1951 of the Central Reference Board, as amended, be further amended in the following manner:—

1. Clause 11 (iv)—Insert after the words "sick leave" the words "Long Service leave".

2. This amendment shall take effect as from 1st January, 1953.

Dated at Collie this 11th day of September, 1953.

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

Filed in my office this 23rd day of November, 1953.

G. MELLOWSHIP,  
Acting Clerk of Court of Arbitration.

#### W.A. COAL INDUSTRY TRIBUNAL.

In the matter of the Mining Act Amendment Act, No. 84 of 1948, Part XIII, Division 1. And in the matter of an industrial dispute wherein the Coalminers Industrial Union of Workers, Collie, Applicants, and Amalgamated Collieries of W.A. Ltd. and other Respondents are parties.

The Union makes application to amend Award No. 4 of 1953, Clause 13 (a), to be amended by inserting after the words "Boxing Day" in the fourth line "Collie Show Day."

That Saturday, January 2nd, 1954, be classed as a paid holiday for the year 1954.

(Application No. 35 of 1953, W.A.C.I.T.)

THE Tribunal hereby orders—

1. That leave without pay be granted to all workers bound by Award No. 4 of 1953, of the W.A. Coal Industry Tribunal, who attended the Agricultural Show held at Collie on Wednesday, 4th November, 1953. Proportionate attendance allowance shall be paid to such workers, otherwise entitled to same, in respect of the balance of the pay period.

2. That Saturday, 2nd January, 1954, be observed as a paid holiday in lieu of Boxing Day, 26th December, 1953, by all employers and workers bound by Award No. 4 of 1953 of the W.A. Coal Industry Tribunal.

Dated at Collie this 6th day of November, 1953.

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

Filed in my office this 27th day of November, 1953.

G. MELLOWSHIP,  
Acting Clerk of Court of Arbitration.

#### W.A. COAL INDUSTRY TRIBUNAL.

In the matter of the Mining Act Amendment Act No. 84 of 1948, Part XIII, Division 1. And in the matter of an industrial dispute wherein the Amalgamated Engineering Union, Applicants, and Amalgamated Collieries of W.A. Ltd., and others, Respondents, are parties. And in the matter of an application by the Union to amend Award No. 1 of 1953 of the W.A.C.I.T. Claim 1. Clause 7. Special rates and provisions. Delete present subclause (a) and substitute a new subclause (a). (Application No. 37 of 1953 W.A.C.I.T.)

THE Tribunal hereby awards, orders and prescribes that Award No. 1 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:

1. Clause 7. Special Rates and Provisions.

Subclause (a)—Water Money—

Paragraph (iii)—Delete the amount "3s. 6d." and insert in lieu thereof the amount "6s."

2. This amendment shall take effect from the commencement of the first pay period following the date hereof.

Dated at Collie this 5th day of November, 1953.

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

Filed in my office this 27th day of November, 1953.

G. MELLOWSHIP,  
Acting Clerk of Court of Arbitration.



## COMPANIES ACT, 1943-1951.

Notice of Increase in Share Capital beyond the Registered Capital.

Pursuant to Section 66.

York District Farmers' Co-operative Company Limited.

1. YORK DISTRICT FARMERS' CO-OPERATIVE COMPANY LIMITED hereby gives notice that by a special resolution of the Company passed on the 27th day of November, 1953, the nominal share capital of the Company was increased by the addition thereto of the sum of £43,000 divided into 43,000 shares of £1 each beyond the registered capital of £7,000.

2. The additional capital is divided as follows:—Number of shares: 43,000; class of shares: Ordinary; nominal amount of each share: £1.

3. The conditions (e.g., voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows:—

(1) Dividend shall be paid at the discretion of the Company but shall not in respect to any year exceed an amount which is £5 per centum per annum in excess of the Commonwealth Bank rate of interest for the time being on fixed deposit for two years.

(2) Each shareholder is entitled to one vote only, irrespective of number of shares held.

Dated this 30th day of November, 1953.

GORDON FISHER,  
Secretary.

## COMPANIES ACT, 1943-1951.

Section 99 (4).

Ongerup & Needilup Co-operative Limited.

NOTICE is hereby given that the Registered Office of Ongerup & Needilup Co-operative Limited is situated at No. 1 Avenue, Ongerup, and that the days and hours during which such office is accessible to the public are as follows:—From Mondays to Fridays inclusive (other than public holidays), between 10 a.m. and 4 p.m.

Dated this 11th day of December, 1953.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

## COMPANIES ACT, 1943-1951.

Section 99 (4).

Tweedview Estate Pty. Limited.

NOTICE is hereby given that the Registered Office of Tweedview Estate Pty. Limited is situated at the office of O. L. Haines & Co., 89 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—From Mondays to Fridays inclusive (other than public holidays) between 10 a.m. and 4 p.m.

Dated this 11th day of December, 1953.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

## COMPANIES ACT, 1943-1951.

Victoria Finance Co. Pty. Ltd.

NOTICE is hereby given that the Registered Office of Victoria Finance Co. Pty. Ltd. is situated at 175 Marine Terrace, Geraldton, and that the days and hours during which such office is accessible to the public are as follows: On week days (other than Saturdays and public holidays) from 9 a.m. to 5 p.m.

Dated the 11th day of December, 1953.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company,

## COMPANIES ACT, 1943-1951.

Australian Guarantee Corporation Limited and Traders Finance Corporation Limited give notice that their Registered Offices were on the 30th day of November, 1953, changed to and are now situated at Transport and General Building, 33 Barrack Street, Perth.

Dated this 7th day of December, 1953.

HUGH P. PHILLIPS,  
Agent in Western Australia.

Nicholson, Verschuer & Nicholson, 97 St. George's Terrace, Perth, Solicitors for the Companies.

## THE COMPANIES ACT, 1943-1951.

Notice of Special Resolution for Voluntary Winding-up.

Pursuant to Section 232 (1).

NOTICE is hereby given that at a general meeting of Pioneer Omnibus Company Limited duly convened and held at Builders' Exchange, Commercial Union Chambers, 66 St. George's Terrace, Perth, on the 15th day of December, 1953, at 4.30 o'clock in the afternoon the following special resolution was duly passed:—"That the Company be wound up voluntarily and that John Collin Newbery, of 55 St. George's Terrace, Perth, Chartered Accountant (Aust.), be appointed Liquidator for the purposes of such winding-up."

Dated the 15th day of December, 1953.

(Sgd.) T. B. HICKS,  
Chairman of Meeting.

## THE COMPANIES ACT, 1943-1951.

Notice of Change in the Situation of Registered Office.

Pursuant to Section 99 (4).

Anglo-Westralian Mining Pty. Limited.

NOTICE is hereby given that the Registered Office of Anglo-Westralian Mining Pty. Limited was on the 11th day of November, 1953, changed to and is now situated at Gold Mining Lease No. 2144, Murchison Goldfields, Big Bell, Western Australia.

Dated the 14th day of December, 1953.

STANLEY A. ROBBINS,  
Assistant Secretary.

Stone, James & Co., 47 St. George's Terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1951, and in the matter of Ongerup and Needilup Co-operative Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Ongerup and Needilup Co-operative Limited.

Dated this 9th day of December, 1953.

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 Tallerman (W.A.) Pty. Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Tallerman (W.A.) Pty. Limited.

Dated this 8th day of December, 1953.

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 Wembley Estate Agency Coy. 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 Wembley Estate Agency Coy. Pty. Ltd.

Dated this 8th day of December, 1953.

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 Kresst Industries (W.A.) Pty. Ltd.

Dated this 7th day of December, 1953.

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 Kresst Industries (W.A.) Pty. Ltd.

G. J. BOYLSON,  
Registrar of Companies.  
Companies Office,  
Supreme Court, Perth, W.A.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of William Halpin Thomas, late of 12 Nurstead Avenue, Bassen-dean, in the State of Western Australia, Garage Proprietor, deceased, intestate.

ALL claims or demands against the Estate of the abovenamed deceased must be sent in writing to the Administrator, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 19th day of January, 1954, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 14th day of December, 1953.

K. E. DRAKE BROCKMAN,  
of 53 St. George's Terrace, Perth,  
Solicitor for the Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edward John McCormack, formerly of Municipal Chambers, Subiaco, but late of 85 Winthrop Avenue, Crawley, in the State of Western Australia, Retired Town Clerk, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 19th day of January, 1954, 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 of which it shall then have had notice.

Dated the 11th day of December, 1953.

Sheila McClemons, Solicitor, Victoria House, 98 St. George's Terrace, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and the first Codicil thereto of Catherine Veronica McGowan, late of 7 Stoneham Street, Belmont, in the State of Western Australia, Married Woman, deceased.

ALL claims and demands against the Estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Execu-

tor & Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 19th day of January, 1954, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to such claims and demands of which it shall then have had notice.

Dated the 14th day of December, 1953.

(Sgd.) CHARLES R. HOPKINS,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 18th day of January, 1954, 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 16th day of December, 1953.

J. H. GLYNN,  
Public Trustee.

Public Trust Office,  
Perth, W.A.

Name, Occupation, Address, Date of Death.

Talbot, Andrew James; Cooper; formerly of 33 Wellington Street, Inglewood, but late of 106 Stuart Street, Inglewood; 20/6/1953.

Bardon, William Eugene; Clerk and Paymaster; formerly of Forrest Street, Cottesloe, but late of 42 Second Avenue, Mount Lawley; 15/9/1953.

Offord, Leslie Thomas; Seaman (Ship's Steward); late of 8 Portland Street, Nedlands; 20/11/1953.

Fox, Eugene Arthur; Repatriation Pensioner; late of 6 Fleet Street, Leederville; 5/8/1953.

Duke, Loris; Spinster; late of West Midland; 27/8/1953.

Tillotson, Thomas Herbert Albert; Plasterer; formerly of 53 Evans Street, Shenton Park, but late of Claremont; 10/8/1953.

Jones, James; Storekeeper and Carrier and Apartment House Proprietor; late of 119 Newcastle Street, Perth; 21/10/1953.

McLellan, James; Retired Carpenter; late of 4 Hillway, Nedlands; 14/8/1953.

Shanahan, Denis Hogan; Retired Draper and Clearer; late of Nedlands; 15/8/1953.

Whitmore-Hull, Charles Thomas (also known as Charles Thomas Whittimore Hull); Government Employee; late of 33 Anzac Street, Bayswater; 19/10/1953.

Potts, Ida May; Widow; late of Claremont; 8/11/1953.

Stevens, Elizabeth; Retired Seamstress; late of Mount Henry; 30/4/1953.

Mori, Alberto; Labourer; formerly of Jones Street, Osborne Park, and of Perenjori, but late of Geraldton; 21/2/1953.

Camadini, Felice; Miner; late of Bullfinch; 12/8/1953.

Mitchell, John; Retired Bricklayer; late of Bluff Point; 7/8/1953.

Parish, Emily; Widow; late of 96 Angove Street, North Perth; 3/11/1953.

**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 16th day of December, 1953.

J. H. GLYNN,  
Public Trustee,  
Perth.

- Name of Deceased, Occupation, Address, Date of Death, Date Election filed.
- Taylor, Charles Thomas (also known as Thomas Charles Taylor); Retired Window Cleaner; late of 8 St. George's Terrace, Perth; 21/6/1953; 10/12/1953.
  - Wong Chow; Retired Market Gardener; late of 67 Swan Street, North Fremantle; 1/8/1953; 9/12/1953.
  - Fry, Florence Lily; Widow; late of 11-Mile Road, Wanneroo; 24/4/1939; 8/12/1953.
  - Wood, May; Widow; late of 217 Stirling Street, Perth; 8/7/1953; 8/12/1953.
  - Lockwood, Edgar; Retired Carpenter; late of Claremont; 19/6/1953; 8/12/1953.
  - Kelly, Jane; Married Woman; formerly of Jandakot Military Camp, but late of Claremont; 1/10/1953; 8/12/1953.

**GOVERNMENT GAZETTE.**

**SPECIAL NOTICE.**

OWING to the Christmas and New Year holidays, the *Government Gazette* for 24th December, 1953, and 31st December, 1953, will contain only specially urgent notices.

Copy for those *Gazettes* should reach the Government Printer at the earliest possible moment, but not later than 9.30 a.m. on WEDNESDAY, 23rd December, 1953, and WEDNESDAY, 30th December, 1953; respectively.

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