



Government Gazette

OF

WESTERN AUSTRALIA

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No. 14.]

PERTH : FRIDAY, 22nd FEBRUARY,

[1957.

Land Act, 1933-1956.

PROCLAMATION.

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

Corres. No. 5981/07.

WHEREAS by section 31 of the Land Act, 1933-1956, the Governor may by Proclamation and subject to such conditions as may be expressed therein, classify as of Class "A" any lands of the Crown reserved to Her Majesty for any of the purposes specified in the said section: And whereas it is deemed expedient that the reserves described in the schedule hereto should be classified as of Class "A": Now therefore I, the Governor with the advice of Executive Council do by this my Proclamation classify as of Class "A" the reserves described hereunder:—

Schedule.

Reserves No. 10781 and 10782 containing areas of 65 acres and 50 acres respectively for the purpose of "Water". (Plan 437, D/40, C.4.)

Given under my hand and the Public Seal of the said State at Perth this 13th day of February, 1957.

By His Excellency's Command.

E. K. HOAR,
Minister for Lands.

GOD SAVE THE QUEEN !!

AT a meeting of the Executive Council, held in the Executive Council Chambers, at Perth, the 1st day of February, 1957, the following Order in Council was authorised to be issued:—

Child Welfare Act, 1947-1955.

ORDER IN COUNCIL.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1955, 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.

Mullewa—Leo Thomas, *vice* W. Oliver.

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

AT a meeting of the Executive Council, held in the Executive Council Chambers, Perth, this 13th day of February, 1957, the following Orders in Council were authorised to be issued:—

Land Act, 1933-1956.

ORDER IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1956, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the Order, in trust for any of the purposes set forth in section 29 of the said

Act, or for the like or other public purposes to be specified in such order and with power of sub-leasing; and whereas it is deemed expedient as follows:—

Corr. No. 139/97, Vol. 3*.—That reserve No. 10250 at South Perth should vest in and be held by the Municipality of South Perth in trust for the purpose of Public Recreation.

Corr. No. 5001/22, V.2.—That reserve No. 18773 should vest in and be held by the Minister for Works and Water Supply in trust for the purpose of Water.

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserves shall vest in and be held by the above bodies in trust for the purposes abovementioned with power to the above bodies, subject to the approval in writing of the Minister for Lands being first obtained, to lease the whole or any portion of the said reserves for any term not exceeding 21 years from the date of the lease (for reserve 18773, and any term expiring on or before 31/12/2010 for reserve 10250).

*The Order in Council issued under Executive Council Minute No. 1948, dated 5th November, 1953, is hereby superseded.

R. H. DOIG,
Clerk of the Council.

Land Act, 1933-1956.

ORDER IN COUNCIL.

Corres. No. 751/45.

WHEREAS by section 33 of the Land Act, 1933-1956, it is, *inter alia*, made lawful for the Governor by Order in Council, to direct that any land reserved pursuant to the provisions of this Act shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and limitations as the Governor shall deem necessary to ensure that the land is used for the purpose for which the land is reserved as aforesaid; and whereas it is deemed expedient that reserve No. 22534 (Boulder lots 394 and 3067) should, subject as aforesaid be granted in fee simple to the Returned Sailors', Soldiers' and Airmen's Imperial League of Australia, W.A. Branch, to be held in trust for the purpose of a Hall site (R.S.L.): Now therefore, His Excellency the Governor by and with the advice and consent of the Executive Council doth hereby direct that the before-mentioned reserve shall be granted in fee simple to the aforesaid body to be held in trust for the aforesaid purpose, subject to the condition that the land shall not be leased or mortgaged in whole or in part without the consent of the Governor.

R. H. DOIG,
Clerk of the Council.

Water Boards Act, 1904-1954.

Busselton Water Board.

ORDER IN COUNCIL.

P.W.W.S. 242/51.

WHEREAS by the Water Boards Act, 1904-1954, it is provided that before undertaking the construction of works in the water area the Minister shall submit plans, descriptions, books of reference, and estimates of the proposed works to the Governor for approval; and if they are approved by the Governor he may forthwith make an order empowering the water board to undertake the construction of the works: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, hereby approves of the Busselton Water Board Plan No. 9, description, books of reference and estimates for the construction of Pumping and Treatment Plant No. 4 Bore

within the Busselton Water Area, which were duly submitted for approval, and hereby empowers the Busselton Water Board to undertake the construction of the said works.

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

Premier's Department,
Perth, 13th February, 1957.

IT is hereby notified, for public information, that His Excellency the Governor in Executive Council has been pleased to approve, under sections 10 and 10A of the University of Western Australia Act, 1911-1955, of the appointment of Dr. Frederick William Simpson to the Senate of the University of Western Australia for a period of six years commencing on the 14th March, 1957.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 20th February, 1957.

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:—

Walter Berthold George Fuller, Esquire, of 151 Keightley Road, Subiaco, as a Justice of the Peace for the Perth Magisterial District.

Norman Rauert Ward, Esquire, of Wiluna, as a Justice of the Peace for the Clifton Magisterial District.

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

AUDIT ACT, 1904.

Section 33.

The Treasury,
Perth, 20th February, 1957.

THE following appointments, etc., have been approved:—

Receivers of Revenue.

Trsy. 267/33—Mr. L. Duncan, for the Public Works Department, Southern Cross Water Supply, from 29th January, 1957, to 18th February, 1957, during the absence of Mr. O. G. Cole.

Trsy. 957/43—Mr. David Greig, for the Department of Native Welfare, as from 13th February, 1957.

Educ. 160/44—Mr. V. Hall, Deputy Principal to Midland Junction Technical School, as from 1st February, 1957.

Certifying Officers.

Trsy. 906/40—For the State Government Insurance—Appointments—Mr. Morton, as from 21st January, 1957, to 5th February, 1957. Mr. Tillotson, for the period 29th January, 1957, to 12th February, 1957. Mr. Hind, for the period 22nd January, 1957, to 25th January, 1957. Mr. Grigg, for the period 29th January, 1957, to 5th February, 1957. Mr. C. Grigg and Mr. J. O'Dea, from 6th February, 1957, until further notice. Cancellations—Mr. G. O. Blampey and Mr. R. V. Croxton, as from the 6th February, 1957.

Trsy. 672/46—Mr. Charles Alexander Darch, for the Police Traffic Branch, as from the 30th January, 1957.

Trsy. 293/55—For the W.A. Government Railways—Appointment—Mr. W. Thomson, for the Stores Branch, for the period 11/2/1957 to 25/3/1957. Cancellations—Messrs. J. A. Faulkner and W. E. Maher, for the Accounts and Audit Branch, as from 31st January, 1957.

Trsy. 42/45—The appointment of Mr. H. J. Wilson for the Mental Hospitals Department has been cancelled as from 30th January, 1957.

H. W. BYFIELD,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
				1957.
State Insurance	Claims Assessor (Motor Vehicles) (a)	G-II-4	Margin £520-£565	23rd February
Fisheries	Inspector, Grade 1, Broome (Item 1648/55)	G-II-2	Margin £355-£385	do.
Lands and Surveys	Assistant Divisional Surveyor (Item 836/55)	P-I-1	Margin £1290-£1340	do.
Treasury	Clerk (Item 19/55)	C-II-2	Margin £355-£385	do.
Do.	Clerk (Item 20/55)	C-II-2	Margin £355-£385	do.
Public Works	Assistant Senior Plumbing Inspector (Item 2606/55)	G-II-6	Margin £700-£745	2nd March
Do.	Accountant (Item 1831/55) (b)	A-I-1	Margin £1290-£1340	do.
Government Printing Office	Clerk (Wages and Staff) (Item 196/55)	C-II-1/2	Margin £295-£335	do.
Chief Secretary's	Cashier, Accounts Branch (Item 1226/55)	C-II-2	Margin £355-£385	do.
Education	Clerk, Statistical Branch (Item 3236/55)	C-II-1	Margin £295-£325	do.
Agriculture	Weed Control Officer, Geraldton (Item 2619/55) (a)	G-II-1	Margin £295-£325	do.
Chief Secretary's	Clerk Assistant, Mental Health Services (Item 1594/55)	C-II-6	Margin £700-£745	do.
Treasury	Inspector (Item 10/55) (b)	C-II-10	Margin £1105-£1150	9th March.
State Housing Commission	Clerk (Item 437/55)	C-II-1	Margin £295-£325	do.

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

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

22nd February, 1957.

H. E. SMITH,

Public Service Commissioner.

IT is hereby notified, for general information, that Monday, 4th March, 1957 (Labour Day), will be observed as a Public Service holiday throughout the Service.

H. E. SMITH,
Public Service Commissioner.

Crown Law Department,
Perth, 20th February, 1957.

THE Hon. Minister for Justice has approved of the appointment of the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913-1953:—Reginald Arthur Magee, Northampton; Harold Esmonde Hawthorne, Carlisle; William George Meyer, Shenton Park; David Paxton Fischer, Katanning.

THE Department has been notified that the following Trust Orders have been lost by the payees. Payment has been stopped and it is intended to issue fresh Trust Orders in lieu thereof:—

Trust Order No. 113363, dated 5th December, 1956, drawn on the Clerk of Courts Trust Fund for the sum of £9 6s. 6d. in favour of Toodyay Road Board.

Trust Order No. 20512, dated 25th January, 1957, drawn on the Clerk of Courts Trust Fund for the sum of £25 5s. 10d. in favour of K. M. Branche.

R. C. GREEN,
Under Secretary for Law.

HEALTH ACT, 1911-1956.

Department of Public Health,
Perth, 19th February, 1957.

THE following appointments, etc., have been approved:—

P.H.D. 980/31—Dundas Road Board—Mr. R. H. C. Stubbs, to be Acting Health Inspector during the absence of Mr. Morgan Henry Lewis on long service leave.

P.H.D. 764/54—Geraldton - Greenough Road Board—Mr. E. Bromfield, to be Health Inspector.

P.H.D. 1310/56—The cancellation of the appointment of Mr. H. Law as Health Inspector to the Perth City Council.

W. S. DAVIDSON,
Deputy Commissioner of Public Health.

HEALTH ACT, 1911-1956.

Notice Requiring Persons to Submit to X-ray Examination—Section 293A.

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

Class.

Persons 16 years of age and over who are residents of the Cockburn Road Board District.

Time.

Within the period 4th March, 1957, to 22nd March, 1957, inclusive.

Place.

At one of the following places within the time stated:—

(1) Hamilton Hill Memorial Hall, Rockingham Road, Hamilton Hill, from 4th March, 1957, to 8th March, 1957, inclusive.

(2) South Coogee Agricultural Hall, Rockingham Road, South Coogee, from 12th March, 1957, to 14th March, 1957, inclusive.

(3) Jandakot Hall, Forrest Road, Jandakot, from 18th March, 1957, to 19th March, 1957, inclusive.

(4) Woodmans Point Flats Hall, Naval Base Road, Woodmans Point, from 21st March, 1957, to 22nd March, 1957, inclusive.

(5) Or at Fremantle Chest Clinic, 93 High Street, Fremantle.

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

Dated at Perth this 20th day of February, 1957.

W. S. DAVIDSON,
Deputy Commissioner of Public Health.

OPTOMETRISTS ACT, 1940-1953.

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

- Abernethy, Clive Neville, c/o. R. W. Manning, Atwell Arcade, Fremantle, 7th January, 1952, admitted under section 35 (1).
- Aspinall, Raymond Francis, 154 York Street, Albany, 11th November, 1948, admitted under section 35 (1).
- Bance, William Cecil, Caris Bros. Ltd., 688 Hay Street, Perth, 11th July, 1941, admitted under section 34 (b).
- Bingemann, Roy Henry, 110 William Street, Perth, 24th July, 1941, admitted under section 34 (b).
- Birmingham, Brian, Boans Limited, Perth, 11th July, 1941, admitted under section 34 (b).
- Bott, Alan George, No. 1 Everett Flats, Everett Street, Nedlands, 13th October, 1955, admitted under section 35 (1).
- Buckeridge, Richard Leonard, 256 Murray Street, Perth, 3rd July, 1941, admitted under section 34 (b).
- Buckeridge, Stanley Richard, 256 Murray Street, Perth, 14th January, 1954, admitted under section 35 (1).
- Callis, Stanley Allan Roy, c/o. 16 Dalkeith Road, Nedlands, 11th August, 1949, admitted under section 35 (1).
- Castle, Donald Thomas, 256 Murray Street, Perth, 24th July, 1941, admitted under section 34 (b).
- Collie, Ronald Alexander, 171 High Street, Fremantle, 13th July, 1950, admitted under section 35 (1).
- Cook, Theophilus Charles, Box 35, P.O., Claremont, 11th July, 1941, admitted under section 34 (b).
- Cutt, Alan Leonard, c/o. C. M. Nelson, 32 Forrest Place, Perth, 10th January, 1957, admitted under section 35 (1).
- Dadd, John William Ronald, 399 Wellington Street, Perth, 29th May, 1941, admitted under section 34 (b).
- Dallimore, George Henry, 449 Newcastle Street, West Perth, 24th July, 1941, admitted under section 34 (b).
- Dannell, Carl Sigfred Arthur, 16 Plaza Arcade, Perth, 3rd July, 1941, admitted under section 34 (b).
- Dunkerton, Jasper Lavington, 40 Market Street, Fremantle, 24th July, 1941, admitted under section 34 (b).
- Dunkerton, Joseph William, Box 26, Mandurah, 24th July, 1941, admitted under section 34 (b).
- Efford, William Charles Samuel, Vincent Street, Beverley, 10th July, 1941, admitted under section 34 (b).
- Eimer, Laurence Charles, 29 Barrack Street, Perth, 24th July, 1941, admitted under section 34 (b).
- Elliott, John Charles, 12 Piccadilly Arcade, Perth, 3rd July, 1941, admitted under section 34 (b).
- Ezekiel, Elias Menasseh, 172 St. George's Terrace, Perth, 12th July, 1945, admitted under section 34 (a).
- Fist, Gordon John William, Associated Opticians Coy., 23-25 Central Arcade, Perth, 8th July, 1941, admitted under section 34 (b).
- Frost, Sydney Herbert Peyton, c/o. Elliott & Elliott, 12 Piccadilly Arcade, Perth, 29th May, 1941, admitted under section 34 (b).
- Fuller, Henry Joseph, Levinsons Optical Service, 713 Hay Street, Perth, 4th May, 1949, admitted under section 35 (1).
- Glick, Victor Mark, Caris Bros. Ltd., 688 Hay Street, Perth, 11th July, 1941, admitted under section 34 (b).
- Gollop, Herbert Samuel George, Elliott & Elliott, 154 William Street, Perth, 15th January, 1949, admitted under section 35 (1).
- Greenhalgh, Denis Heywood, 23 Whitegate Drive, Blackpool, Lancashire, England, 9th April, 1953, admitted under section 35 (1).
- Grottick, Ebenezer John, Laubman & Pank (W.A.) Pty. Ltd., 77 Barrack Street, Perth, 8th February, 1951, admitted under section 35 (1).
- Harland, Norman Paul, c/o. O.P.S.M. Spectacle Makers Pty. Ltd., 230-234 St. George's Terrace, Perth, 14th July, 1955, admitted under section 35 (1).
- Holland, Alfred Walter, c/o. O.P.S.M. Spectacle Makers Pty. Ltd., 230-234 St. George's Terrace, Perth, 14th July, 1955, admitted under section 35 (1).
- Holt, Frank, Flat 1, 53 Outram Street, West Perth, 13th August, 1953, admitted under section 35 (1).
- Humphry, Oscar Farkasch, c/o. Laubmann & Pank Pty. Ltd., 77 Barrack Street, Perth, 6th December, 1956, re-admitted under section 22.
- Hutchinson, William Allan, 135 Oxford Street, Leederville, 24th July, 1941, admitted under section 34 (b).
- Ick, Francis Harcourt, 185 York Street, Albany, 3rd July, 1941, admitted under section 34 (b).
- Kane, Frederick, Laubman & Pank Pty. Ltd., 77 Barrack Street, Perth, 12th March, 1953, admitted under section 35 (1).
- Kannis, Theodore John, Robinson House, Manjimup, 13th January, 1955, admitted under section 35 (1).
- Knapp, Karl, 29 Barrack Street, Perth, 29th May, 1941, admitted under section 34 (b).
- Lilleyman, Hugh James, 453 Albany Highway, Victoria Park, 3rd July, 1941, admitted under section 34 (b).
- Lobb, Vivian John, 17 Great Northern Highway, Midland Junction, 6th August, 1941, admitted under section 34 (c).
- Manning, Russell Wycliffe, Atwell Arcade, Fremantle, 12th June, 1941, admitted under section 34 (b).
- Marchant, Ernest Francis, 120 Marine Terrace, Geraldton, 3rd July, 1941, admitted under section 34 (b).
- Mazey, Clarence Conroy, Messrs. Boans Ltd., Perth, 11th July, 1941, admitted under section 34 (b).
- Moffat, James, Sainken & Sainken, 633 Hay Street, Perth, 3rd July, 1941, admitted under section 34 (b).
- Moore, Ronald Dudley, c/o. O.P.S.M. Spectacle Makers Pty. Ltd., 230-234 St. George's Terrace, Perth, 10th November, 1955, admitted under section 35 (1).
- Moore, William Morrison, Nelson & Moore, 2 Spencer Street, Bunbury, 12th October, 1950, admitted under section 35 (1).
- Morley, Vivian, 82 Federal Street, Narrogin, 12th May, 1949, admitted under section 35 (1).
- Nainby, Horace Ferdinand Peace, 57 Keane Street, Peppermint Grove, 10th June, 1948, admitted under section 35 (1).
- Nelson, Charles Milbank, 32 Forrest Place, Perth, 10th July, 1941, admitted under section 34 (b).
- Noack, Donald Bruce, C. M. Nelson, 32 Forrest Place, Perth, 9th December, 1954, admitted under section 35 (1).
- Ogden, Ernest Albert Frank, Elder Building, Marine Terrace, Geraldton, 9th February, 1950, admitted under section 35 (1).
- Pedersen, Kjeld Tingleff, 44 St. George's Terrace, Perth, 18th October, 1956, admitted under section 35 (1).
- Parry, Clifford Foster, Queensland Insurance Building, 178 St. George's Terrace, Perth, 11th July, 1941, admitted under section 34 (b).
- Raiter, Solomon, 4 Premier Flats, 542 William Street, Mt. Lawley, 10th January, 1957, admitted under section 35 (1).
- Robb, Peter Hall, c/o. H. J. Lilleyman, 156 Rokeby Road, Subiaco, 8th October, 1953, admitted under section 35 (1).
- Rule, John McEwan, c/o. 67A Hannan Street, Kalgoorlie, 11th July, 1941, admitted under section 34 (b).

Ryan, Martin Peter Doane, 32 Forrest Place, Perth, 29th May, 1941, admitted under section 34 (b).
 Sainken, Benjamin, 37 William Street, Perth, 2nd September, 1949, admitted under section 22.
 Sainken, Solomon, 633 Hay Street, Perth, 3rd July, 1941, admitted under section 34 (b).
 Shackleton, Geoffrey Gordon, Laubman & Pank, 77 Barrack Street, Perth, 9th December, 1954, admitted under section 35 (1).
 Shilbury, John Ludwig, 256 Murray Street, Perth, 9th January, 1952, admitted under section 35 (1).
 Siggs, Frank Lankester, 25 George Street, Pinjarra, 3rd July, 1941, admitted under section 34 (b).
 Siggs, Leonard Oliver, Forrest Street, Collie, 11th July, 1941, admitted under section 34 (b).
 Smith, Edward Alfred Keith, 256 Murray Street, Perth, 24th July, 1941, admitted under section 34 (b).
 Smith, Thomas George, 97 The Esplanade, Rockingham, 12th July, 1956, re-admitted under section 22.
 Solly, Leopold Henry Albert, Laubman & Pank, 77 Barrack Street, Perth, 12th August, 1948, admitted under section 35 (1).
 Steer, Geoffrey Colvin, Flat 7, 41 Walcott Street, Mt. Lawley, 11th February, 1954, admitted under section 35 (1).
 Ure, William Henderson, Sainken & Sainken, 633 Hay Street, Perth, 12th July, 1951, admitted under section 35 (1).
 Watts, Henry George, 1 Todd Avenue, Como, 7th July, 1941, admitted under section 34 (b).
 Wende, Leslie Nathan, Royal Arcade, Perth, 14th January, 1954, admitted under section 35 (1).
 Willis, Ronald Frederick, 230 Hannan Street, Kalgoorlie, 3rd July, 1941, admitted under section 34 (b).
 Wilson, Gershom William, 41 Barrack Street, Perth, 3rd July, 1941, admitted under section 34 (b).
 Wood, Thomas Arthur, 29 Devon Road, Bassendean, 24th July, 1941, admitted under section 34 (b).
 Yeates, Frederick Charles Osborne, 44 St. George's Terrace, Perth, 29th May, 1941, admitted under section 34 (b).

FREMANTLE HARBOUR TRUST.

Notice to Mariners.

No. 3 of 1957.

Australia - West Coast.

Fremantle Outer Harbour - Cockburn Sound.

Approaches to Steelworks Jetty.

Medina Channel.

Alteration in Character of Light Beacon and Light Buoys.

Position.—Woodman Light—Lat. 32° 07' 50" S. (approx.). Long. 115° 46' 00" E. (approx.). Medina Light—Lat. 32° 12' 10" S. (approx.). Long. 115° 46' 10" E. (approx.).

Details.

- (a) Mid Channel Beacon—
 Position 195° distant 21.7 cables from Woodman Light. Fl. G. 2sec. 13ft. 3M.
 (b) Elbow Buoy (Black conical)—
 Position 342° distant 11.9 cables from Medina Light. Fl. 2sec. 3M.
 (c) Medina Buoy (Black conical)—
 Position 325½° distant 4.0 cables from Medina Light. Fl. G. 2sec. 3M.

Former Notice.—No. 6 of 1956.

Charts Affected.—Aus. 077, 113, 122. BA 1058.

Publications Affected.—List of Lights Vol. 10, 1955, page 135. Australia Pilot, Vol. V. (1948), pages 342 and 343.

Authority.—Fremantle Harbour Trust.

Date.—15th February, 1957.

H. ACTON,
 Secretary.

FREMANTLE HARBOUR TRUST.

Notice to Mariners.

No. 1 of 1957.

Port of Fremantle—Signal Station.

Position.—Lat. 32° 02' 40" S., Long. 115° 45' 09" E.

Details.—A new Signal Station with mast superimposed has been erected in the above position. The steel lattice mast has a height of 166 feet above high water, and all signals for the Inner and Outer Harbours will be exhibited therefrom. The steel lattice mast is floodlit during the hours of darkness except when safety and other signals are exhibited.

Temporary Notice to Mariners No. 7 of 1956 is hereby cancelled.

Charts Affected.—Aus. 077, 112, 113, 122. BA 1033, 1058.

Publications Affected.—Australia Pilot, Vol. V. (1948), page 331.

Authority.—Fremantle Harbour Trust.

Date.—15th February, 1957.

H. ACTON,
 Secretary.

FREMANTLE HARBOUR TRUST.

Notices to Mariners.

No. 2 of 1957.

Australia - West Coast.

Fremantle Outer Harbour.

Cockburn Sound - Refinery Service Jetty.

Light Established.

Position.—Lat. 32° 14' 04" S. (approx.)

Long. 115° 45' 17" E. (approx.)

Details.—A fixed green light 26 feet above high water has been established at the South-Eastern corner of the Service Jetty. This light will show all around the horizon.

Charts Affected.—Aus. 077, 113, 122. BA 1033, 1058.

Publications Affected.—Australia Pilot, Vol. V. (1948).

Authority.—Fremantle Harbour Trust.

Date.—15th February, 1957.

H. ACTON,
 Secretary.

POLICE ACT, 1892-1952.

Sections 75 and 76.

THE following unclaimed stolen and found property will be sold by public auction at Central Police Station, Perth, at 10 a.m. on Tuesday, 5th March, 1957.

(Sgd.) J. M. O'BRIEN,
 Acting Commissioner of Police.

Stolen Property.

- 55/75—Brass valve.
 55/552—Gent's pocket watch, pocket knife, cigarette lighter.
 55/701—7 drinking glasses.
 55/715—Gent's shirt, 1 pair socks, 1 cake of soap.
 55/719—Wool hook, sheath knife.
 55/720—3 pairs sunglasses, 1 purse, 1 handkerchief, sports shirt, push cycle lamp, small set of spanners, 1 pair sunglasses.
 55/721—Screwdriver.
 55/722—Hatchet, 10in. spanner, 1 pair pliers, push cycle handbrake handle, small set of spanners, cycle spanner, small axle.
 55/723—Quantity of small lino squares.
 55/725—Quantity of copper wire.
 55/724—7 motor vehicle fan belts.
 56/4—1 pair brown leather gloves.
 56/10—Kodak camera.
 56/23—Gilbert ruler, alarm clock.
 56/26—Sports coat.
 56/27—Quantity of scrap copper wire.
 56/39—1 pair gent's trousers.

56/41—Suitcase containing hasp, staple, padlock, 2 whistles, ball point pen, screws, torch, knife, mirror.
 56/42—Motor tube.
 56/43—2 x 6in. shifting spanners, set spanner, cold chisel.
 56/44—13 spark plugs (used).
 56/45—Trowel, paint scraper, roll of insulating tape, road map.
 56/46—Gent's gabardine overcoat.
 56/47—Roll of copper tubing.
 56/48—Box camera in case (damaged).
 56/49—2 bags sugar.
 56/59—4 Holden hub caps.
 56/61—1 pair overalls.

Found Property.

55/1486—Suitcase containing lady's clothing, electric iron.
 56/802—Gent's Malvern Star push cycle.
 56/805—Single bed sheet.
 56/807—1 pair lady's slacks.
 56/808—3 strips motor vehicle upholstery beading.
 56/809—Child's tricycle.
 56/810—Gent's cardigan, suit coat, waistcoat.
 56/816—4 spring balances.
 56/817—W.M. ring, 1 pair sunglasses, 1 bottle wine, 2 bottles beer.
 56/822—Money purse.
 56/823—W.M. identity disc.
 56/824—Fountain pen.
 56/825—2 gramophone records.
 56/826—Gent's push cycle.
 56/832—Push cycle inflater.
 56/835—Ferris car radio.
 56/837—Pocket torch and money purse.
 56/839—Money purse.
 56/847—Wallet.
 56/857—Table knife.
 56/858—Attache case and gladstone bag.
 56/860—Suitcase containing clothing and 5.50 x 15 motor tyre.
 56/861—6in. shifting spanner and 1 pair pliers.
 56/863—3 handbags.
 56/864—1 pair socks, singlet, 1 pair gent's briefs, 1 bottle shaving lotion.
 56/865—35 mm. projector in case with slides.
 56/869—Purse and contents.
 56/870—Purse.
 56/872—Spectacles in case.
 56/882—1 pair lady's gloves.
 56/884—Handbag and contents.
 56/886—Purse.
 56/888—5 gent's push cycles.
 56/889—String of beads.
 56/892—Wooden chair, purse, push cycle, Y.M. bracelet.
 56/893—Leather satchel, handbag and contents.
 56/895—Lady's cycle, umbrella, motor tube 8.25 x 20, 2 cycle wheels, push cycle and push cycle frame.
 56/897—Purse, Ford V8 hub cap, hedge clippers, short fur coat, 2 spanners, teaspoon, screwdriver, etc.
 56/903—2 ladies' coats, 2 ladies' cardigans.
 56/904—W.M. ear-ring, 1 only glove.
 56/909—Child's tricycle.
 56/910—Cigarette lighter.
 56/911—Lady's W.M. wristlet watch.
 56/912—Gent's Y.M. wedding ring.
 56/915—1 pair shoe trees, 1 book.
 56/917—Gladstone bag, 1 pair gloves, 1 pair pliers, 1 pair tin snips, etc.
 56/918—Screwdriver and spanner.
 56/920—Purse.
 56/922—Gent's push cycle.
 56/925—Spare wheel, complete with 4.50 x 21 tyre and tube.
 56/926—Gent's push cycle.
 56/929—2 only odd socks, screwdriver, 1 pair gloves, etc.
 56/930—W.M. pocket watch, 1 pair spectacles, quantity lady's clothing.
 56/933—W.M. medallion.
 56/934—Lady's Y.M. engagement ring.
 56/936—1 pair spectacles.
 56/937—Lavatory pedestal.
 56/940—Fiat hub cap and wheel rim.
 56/941—Motor cycle exhaust pipe.
 56/942—Y.M. identity bracelet.

56/943—2 suitcases containing gent's clothing.
 56/944—Metal suitcase containing gent's clothing.
 56/945—Handbag.
 56/949—Handbag.
 56/950—2 screwdrivers, 1 pair pliers, 1 pair gloves, etc.
 56/951—Hunter's knife.
 56/952—Windscreen wiper blade.
 56/956—Purse.
 56/957—Suitcase containing gent's clothing.
 56/958—Purse.
 56/959—Coloured stone necklace.
 56/960—Torch, screwdriver, etc.
 56/967—Purse.
 56/971—1 pair sunglasses.
 56/972—1 pair gloves and Y.M. brooch.
 56/975—4 x $\frac{3}{4}$ in. taps, 1 fountain pen, tin of glider clips.
 56/976—Purse.
 56/978—1 pair boots.
 56/979—Chaff sack of granulated cork, 1 length of $\frac{3}{4}$ in. piping.
 56/980—5 bottles beer.
 56/988—Plain hub cap.
 56/990—Spectacles in case.
 56/991—Y.M. engagement ring in purse.
 56/992—Gent's push cycle.
 56/995—Cigarette lighter.
 56/996—Handbag and 2 tins of putty.
 56/997—Wallet.
 56/1000—Motor vehicle double-action pump.
 56/1002—3 books.
 56/1003—Suitcase and Gladstone bag, containing gent's clothing.
 56/1008—Gent's overcoat, purse, 2 bottles wine, 1 bottle beer.
 56/1010—Wooden tool box containing sundry plasterer's tools.
 56/1013—Gent's push cycle.
 56/1014—Lady's Y.M. watch, gent's push cycle.
 56/1015—Portion of shock absorber.
 56/1018—Purse.
 56/1021—Coil of wire netting.
 56/1025—W.M. brooch.
 56/1027—Y.M. identity bracelet.
 56/1029—Stroller.
 56/1037—Spectacles in case.
 56/1038—Leather key-holder.
 56/1043—Purse.
 56/1044—Purse.
 56/1045—Small manicure set in leather case.
 56/1051—Radiator mascot.
 56/1055—Overnight bag containing camera, 2 bottles beer, wall vase.
 56/1059—Gladstone bag, cycle frame, purse.
 56/1060—Purse and piece of rubber matting.
 56/1063—Purse.
 56/1066—Purse.
 56/1069—Handbag.
 56/1070—2 child's cardigans.
 56/1080—Length of rubber air-hose.
 56/1081—Cameo brooch.
 56/1084—Purse.
 56/1085—Purse.
 56/1087—Purse.
 56/1089—Purse.
 56/1090—Purse.
 56/1091—Purse.
 56/1092—Purse.
 56/1094—Purse.
 56/1095—Purse.
 56/1096—Purse.
 56/1100—Purse.
 56/1124—Handbag, purse, 1 bottle beer, 1 bottle wine.
 56/1138—1 pair lady's gloves.
 56/1141—2 wood bits.
 56/1152—Gent's push cycle.
 56/1157—Handbag, pieces of embroidery, handbag, ear ring, spectacles, canvas cover, 2 bottles beer, wallet, sunglasses, spectacles, umbrella, petrol tank cap, 1 pair lady's gloves, handbag, 1 bottle beer, gent's push cycle, lady's W.M. wrist watch, 1 pair gloves, quantity of horse hair.
 56/1161—Purse.
 56/1162—Roll of plastic, 2 pictures, piece of rubber hose, spectacles in case, Y.M. bracelet.
 56/1179—Hairbrush and clothes brush in case.
 56/1197—1 pair gauntlets, wallets, scarf, leather satchel.

- 56/1214—Handbag, approx. 150 feet x $\frac{1}{2}$ in. steel rope on drum, lady's Y.M. watch.
 56/1217—Suitcase containing 2 gent's suits, and sundry toilet articles.
 56/1221—Gent's push cycle.
 56/1231—Suitcase.
 56/1234—Metal trolley, 3 gent's push cycles, pulley wheel.
 56/1253—Lady's overcoat, writing case, coat hanger, clothing, etc.
 56/1261—Y.M. brooch, waterproof coat.
 56/1262—Cosmetic bag.
 56/1270—Hand saw.
 56/1276—Y.M. brooch.
 56/1279—Gent's push cycle.
 56/1324—Purse.
 56/1371—Truck tube, size 6.50 x 16.
 56/1391—Boy's waterproof coat.
 56/1404—Haversack, leather key holder, leather coat, 2 pairs trousers, 1 pair gauntlets, gent's push cycle, handbag, 45 shearing blades, spanner, etc., machine axle.
 56/1419—Sports shirt and portion of broken mirror.
 57/9—Truck spare wheel complete with tyre and tube (worn), 1 pair spectacles.
 57/32—2 gent's push cycles.
 57/41—Gent's W.M. wristlet watch.
 57/49—2 handbags, lady's W.M. wristlet watch.
 57/67—Gent's push cycle, leather key holder, gent's push cycle.
 57/78—2 purses, spectacle case, 4 odd gloves, child's shoe.
 57/80—String of beads.
 57/86—Gent's push cycle, 2 leather satchels.
 57/91—Cycle pump.
 57/97—Purse, string of imitation pearls, large metal lid, car sun-visor.
 57/101—1 pair child's shoes, purse.
 57/110—Gent's push cycle.
- B56/39—Cases, Gladstone bags, school cases, clothing, wallets and purses.
 B56/40—Tennis racquet, umbrellas, clothing, gloves, football boots, etc.
 B56/41—Gloves, purses, spectacles, clothing, Y.M. ring, etc.
 B56/42—Clothing, blankets, pillows, cases, sun-glasses, etc.
 B56/43—Purses, umbrellas, gloves, doll, sandals, clothing, etc.
 B56/44—Handbags, spectacle cases, gloves, hats, etc.
 B56/45—Gloves, purses, clothing, spectacles, etc.
 B56/46—Umbrellas, clothing, spectacles, doll, etc.
 B56/47—Shopping bags, cases, clothing, purses, spectacles, etc.
 B56/48—Gloves, purses, umbrellas, handbags, cycle pump, etc.
 B56/49—Shopping bags, purses, umbrellas, gloves, clothing, etc.
 B56/50—Spectacles, purses, gloves, clothing, etc.
 B56/51—Umbrellas, clothing, Gladstone bags, gloves, etc.
 B56/52—Umbrellas, purses, clothing, gloves, etc.
 B56/53—Blanket, brooch, clothing, purses, gloves, etc.
 B56/54—Umbrellas, purses, clothing, Gladstone bag, etc.
 B56/55—Umbrellas, scarves, cardigans, purses, etc.

Department of Native Welfare,
Perth, 4th February, 1957.

THE undermentioned is hereby notified for general information:—

NATIVE WELFARE ACT 1905-1954.
January, 1957.

THE Hon. Minister for Native Welfare has approved of the issue of the following Certificates of Exemption:—

Certificate No., Name, Address, Date Granted.
 A1382; Eades, Alfred; Dumbleyung; 27/12/56.
 A1383; Eades, Linda; Dumbleyung; 27/12/56.
 A1381; Reich, Mary; Broomehill; 27/12/56.
 A1379; Nondong, Kathleen; Wooroloo; 27/12/56.
 A1378; Rynder, Alice Mary; Keysbrook; 27/12/56.
 A1377; Koocher, Dorothy; New Norcia; 27/12/56.
 A1386; Wells, Pearl; Laverton; 9/1/57.

A1385; Williams, Julia; Katanning; 9/1/57.
 A1389; Cameron, Ned; Yalgoo; 18/1/57.
 A1387; Garlett, Melva; Tammin; 18/1/57.
 A1388; Garlett, Margaret; Tammin; 18/1/57.
 A1384; Bickle, Olive; Wyndham; 10/1/57.
 A1390; Barnes, Jimmy; Leonora; 27/1/57.
 A1391; Dingo, Ulie Mary; Mullewa; 29/1/57.
 A1392; Moses, Alan; Woodanilling; 27/1/57.
 A1393; Mead, Alice; Woodanilling; 27/1/57.
 A1394; Riley, Linda; Meekatharra; 27/1/57.

Cancellations.

A25; Roe, Regina; Broome; 11/12/56.
 A322; Reece, Ruby (granted Citizenship); Pinjarra; 18/1/57.
 A907; Ross, Mary Benedict (granted Citizenship); Geraldton; 18/1/57.

NATIVES (CITIZENSHIP RIGHTS) ACT, 1944-1951.

January, 1957.

THE following Certificates of Citizenship have been granted:—

Certificate No., Name, Address, Date Granted.
 1160; Fogarty, William George; Mt. Magnet; 27/12/56.
 1169; Kickett, William; York; 13/12/56.
 1193; Willock, Merle Josephine; Mullewa; 10/12/56.
 1200; Franklin, Rene (included on Clement Chulung's Certificate: Florence Chulung, born 18/9/37; Frank Chulung, born 24/7/39; Margaret Clarabelle Chulung, born 17/8/41; Ethel May Chulung, born 4/5/44; Arthur Michael Chulung, born 1/11/48); Mullewa; 10/12/56.
 1189; Roe, Regina Mary; Broome; 11/12/56.
 1177; Hunter, Dorothy Winifred; Broome; 11/12/56.
 1190; Lynette, Isabella; Broome; 11/12/56.
 1188; Rose, Benedict; Broome; 11/12/56.
 1149; McKenzie, Frances Paul; Broome; 11/12/56.
 1176; Windie, Albert (replaces lost Certificate No. 82); Geraldton; 18/1/57.
 1174; Ross, Mary Benedict; Geraldton; 18/1/57.
 1208; Graham, Robin; Norseman; 23/1/57.
 1131; Collard, Roy (includes children: Janice Collard, born 21/5/51; Wayne Collard, born 10/11/55); Narrogin; 23/1/57.
 1132; Collard, Rhoda; Narrogin; 23/1/57.

Cancellations.

529; Fogarty, William George; Mt. Magnet; 27/12/56.
 130; Eades, Martha; Broome; 5/10/56.

S. G. MIDDLETON,
Commissioner of Native Welfare.

NATIVE WELFARE ACT, 1905-1954.

Department of Native Welfare,
Perth, 19th February, 1957.

Regulation 135.

IT is hereby notified, for general information, that permits to superintend Missions have been issued as follows:—

Jigalong Mission—Rev. W. A. C. Rowe, *vice* Rev. I. J. Hewitt.

Forrest River Mission—Rev. M. H. Gardner, Acting Superintendent, from 1/2/1957 to 6/3/1957.

S. G. MIDDLETON,
Commissioner of Native Welfare.

Fisheries Department,
Perth, 13th February, 1957.

F.D. 216/49, Ex. Co. No. 266.

HIS Excellency the Governor in Executive Council has approved the appointments of John Miles, of Mornington, and Jack Marshall of Tallanalla, via Harvey, as Honorary Inspectors under the Fisheries Act, 1905-1956.

A. J. FRASER,
Superintendent,

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, 1933-1954, and its regulations:—

SOUTHERN CROSS.

13th March, 1957, at 3 p.m., at the Mining Registrar—

Marvel Loch—Town †163, 1r., £20.

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 ft. below the natural surface except in mining districts, where it is granted to a depth of 40 ft. or 20 ft. only.

† Leasing only.

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

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1956, due to non-payment of rent or other reasons.

F. C. SMITH,
Under Secretary for Lands.

Name, Lease, District, Reason, Corres., Plan.
Gardiner, E. C.; 3117/4005; Kalgoorlie 1503; non-payment of rent; 5150/48; Townsite Sheet 1.
Kennedy, M. H.; 349/468; Plantagenet 5724; conditions; 2855/52; 451A/40, BC2.
Chainey, M. A.; 396/793; Dampier; abandoned; 1476/55; 136/300.
Salt, C. A.; 342/2840; Meenaar 45; abandoned; 2125/52; Townsite.
Salt, C. A.; 342/2841; Meenaar 46; abandoned; 2013/56; Townsite.
Salt, C. A.; 342/2842; Meenaar 47; abandoned; 2012/56; Townsite.
Terravecchia, M.; 6943/153; Wiluna 818; non-payment of rent; 2734/33; Townsite.

RESERVES.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

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

Corres. No. 5171/52.

POINT SAMSON.—No. 24655 (Government Purposes), Lot No. 75 (about 27a. 3r.) (O.P. 5846, Plan Point Samson Townsite.)

Corres. No. 4784/95, V.2.

ESPERANCE.—No. 24656 (Use and Requirements of the Rural and Industries Bank), Lot No. 306 (29p.). (Plan Esperance Townsite Sheet 2.)

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

AMENDMENT OF RESERVES.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1956, as follows:—

Corres. No. 4784/95, V.2.—Of the amendment of reserve No. 3266 "Public Buildings" to exclude that portion now designated as Esperance Lot 306 and of its area being reduced to 12.4p. accordingly. (Plan Esperance Sheet 2.)

Corres. No. 4397/99.—Of the amendment of reserve No. 15195 to include Collie Lot 452, the closed surveyed way along the Southern boundary of lot

452 and the area of Crown land bounded on the South-Westward by part of the North-Eastern boundary of lot 1858; on the Eastward by a Western boundary of the present reserve and on the North-Westward by River Avenue; and to exclude those portions of lots 452 and 453 delineated and coloured dark brown on L. & S. diagram 63985; and of its area being increased to 19a. 3r. 17p. accordingly.—(Plan Collie Central Townsite.)

Corres. No. 4101/27.—Of reserve No. 23521, "Hall-site (Boy Scouts)" being amended to comprise Collie Lot 1858 as surveyed; and of its area being reduced to 1r. 19.1p. accordingly. (Plan Collie Central Townsite.)

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

CANCELLATION OF RESERVES.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

HIS Excellency the Governor in Executive Council has been pleased to cancel, under section 37 of the Land Act, 1933-1956, as follows:—

Corres. No. 5597/10—Reserve No. 12934 (Point Samson Lot 38), "Public Buildings (Commonwealth)." (Plan Point Samson Townsite.)

Corres. No. 13994/10—Reserve No. 13190 (Point Samson Lot 40), "Wharfinger's Quarters." (Plan Point Samson Townsite.)

Corres. No. 6612/49—Reserve No. 23023 (Collie Lot 452), "Drain." (Plan Collie Central Townsite.)

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

BUSH FIRES ACT, 1954.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
Perth, 20th February, 1957.

IT is hereby notified, for general information, that the undermentioned road boards have appointed the following bush fire control officers for their district:—

Nyabing-Pingrup—R. H. Smith.

Northampton—L. D. Bridgeman.

The following appointment has been cancelled:—
Northampton—R. Williams.

A. SUTHERLAND,
Secretary,
Bush Fires Board.

EXTENSION OF CLOSING DATE.

Department of Lands and Surveys,
Perth, 13th February, 1957.

Corres. No. 2767/56.

IT is notified for general information that applications for Yilgarn Locations 1147 and 1286 will be accepted up to and including 27th February, 1957.

F. C. SMITH,
Under Secretary for Lands.

NOW OPEN.

Cockburn Sound Location 1841.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

Corres. No. 200/53.

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1956, of Cockburn Location 1841 being made now available for sale in fee simple priced at £2,000. (Plan 341, A/40, B.2.)

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

LOTS OPEN FOR SALE OR LEASING.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale or leasing under the conditions specified, by public auction, as provided by the Land Act, 1933-1956, at the following upset prices:—

Applications to be lodged at Perth.

Corres. No. 6060/50.

MUNDARING.—Town, 228, £120.

Corres. No. 382/41.

SWAN (1 D/20 NE).—Town, Locs. 6218, 6219 and 6220, £150, £100 and £70 respectively. The purchaser shall erect on his lot a residence or other building to comply with local authority by-laws within three years from the date of the sale or within such extended time as the Minister for Lands may approve. Failure to comply with this condition will render the licence forfeitable. A transfer of the licence will not be approved and a Crown Grant of the lot will not be issued until the purchaser has complied with the building condition.

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

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

SUBURBAN LANDS.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1956, as follows:—

Corres. No. 382/41.—Of Swan Locations 6218, 6219 and 6220 being set apart as Suburban Lands. (Plan 1 D/20 N.E.)

Corres. No. 200/53.—Of Cockburn Sound Location 1841 being set apart as Suburban Lands. (Plan 341 A/40 B.2.)

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

LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,
Perth, 22nd February, 1957.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1954, 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, 20TH MARCH, 1957.

SCHEDULE No. 1.

Location.	Area.	Price per Acre.	Plan.	Corres. No.	Classification File.	Deposit required.
	a. r. p.	£ s. d.				£ s. d.
Avon 24258(a)	2192 3 24	0 6 0	5/80 D. 2 & 3	2543/53	2543/53 p. 9	3 0 0
Kojonup 9040(a)	2368 2 36	Subject to pricing	418/80 B. 3	4092/54	Classification Sheet 654	3 0 0
Ninghan 3708(b)	1169 3 25	0 3 6	66/80 F. 4 & 67/80 A. 4	7458/51	1908/32 p. 6	2 8 0
Plantagenet 4312(a)	188 1 7	0 17 0	452D/40 C. 3	4408/53	7689/50 p. 14	1 11 6
Victoria 7928(a)	2499 2 14	0 6 3	126B/40 F. 1 & 127/80 A. 1	5205/53	5205/53 p. 7	3 0 0
Victoria 10144(b)	4990 2 8	0 2 9	192/80 D. & E. 3 & 4	3008/54	2907/51 p. 61	3 17 0
Victoria 10162(a)	4903 2 30	0 4 9 (ex. survey fee)	127/80 A. 3 & 4	2944/53	2944/53 p. 8	29 10 0
Williams 4723(a)	199 2 0	0 12 3	409A/40 A. 1	3412/54	1143/28 p. 5	1 11 6
Williams 15049(b)	1316 0 25	0 10 6	387/80 D. 4	1309/53	1309/53 p. 31	2 10 0

SCHEDULE No. 2.

District.	Description.	Plan.	Corres. No.	Deposit required.
Victoria(c)	Victoria Location 10469 containing about 950 acres and being the area bounded by Locations 8860, 4793, 7299 and the prolongation northward of the eastern boundary of Location 8860	121/80 B. 4	3960/56	£ s. d. 13 15 0

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

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

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

F. C. SMITH,
Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1956.

Closure of Road.

WE, Colin Crouch and Hubert Hayden King, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Dandaragan Road Board to close the said portion of road, *viz.*:—

Dandaragan.

9706/09.

D.355. That part of road No. 6292 along the South boundary of Melbourne Location 3698 and part of the South boundary of location 1291, from the South-West corner of the former location to a point one chain Westward of the South-East corner of the latter location. (Plan 62/80, EF2.)

C. CROUCH.
H. H. KING.

I, Malcolm Edward Roberts, on behalf of the Dandaragan Road Board, hereby assent to the above application to close the road therein described.

M. E. ROBERTS,
Chairman Dandaragan Road Board.
7th January, 1957.

ROAD DISTRICTS ACT, 1919-1956.

Closure of Road.

B P REFINERY (KWINANA) LIMITED, being the owner of land over or along which the portions of roads hereunder described pass, have applied to the Kwinana Road Board to close the said portions of roads, *viz.*:—

Kwinana.

Corr. 2831/56.

K453. The following rights-of-way within Kwinana Townsite:—

(1) Along the North-Eastern boundaries of lots M43 and M66, from Ridley Way to Bingfield Road.

(2) Along the North-Eastern boundaries of lots M87 and M109, from Peake Way to Cowcher Way.

(3) Along the North-Eastern boundaries of lots M115 and M124, from Ridley Way to Munday Way.

(4) Along the Eastern boundaries of lots M219 and M256, from Thomas Road to Ougden Way.

(5) Along the Eastern boundaries of lots M326 and M327, from Crabtree Way to Ellis Court.

(6) Along the South-Western boundaries of lots M377 and M405, from Crabtree Way to Brownell Crescent.

(7) Along the Western boundaries of lots M389 and M390, from Crabtree Way to Hoyle Road.

(8) Along the South-Eastern boundaries of lots M475 and M511, from the Easternmost corner of the former lot to Kirkus Road.

(9) Along the Eastern boundaries of lots M483 and M502, from Brownell Crescent to Kirkus Road.

(10) Along the Southern boundaries of lots M588 and M589, from Budden Way to Grover Way.

(11) Along the Western boundaries of lots M626 and M647, from Grover Way to Hubbard Way.

(12) Along the Eastern boundaries of lots M635 and M637, from the North-Eastern corner of the former lot to Hubbard Way.

(13) Along the North-Eastern boundaries of lots M707 and M728, from Westcott Road to Kellam Way.

(14) Along the Western boundaries of lots M864 and M875, from Hubbard Way to Beacham Place.

(15) Along the Northern and North-Eastern boundaries of lots M873 and M871, from Beacham Place to Hubbard Way.

(16) Along the South-Eastern boundaries of lots M793 and M839, from Medina Avenue to Sharman Street.

(17) Along the South-Western boundaries of lots M806 and M831, from Summerton Road to Sharman Street.

(18) Along the Eastern boundaries of lots M905 and M955, part of the South-Eastern boundary of lot M955, and through lot M941, from Pace Road to Beadman Court.

(19) Along the Southern boundaries of lots M975 and M992, from Gilmore Avenue to Leasham Court.

(20) Along the Southern boundaries of lots M994 and M1015, from Leasham Court to Heylmore Road.

(21) Along the Western boundaries of lots C15 and C38, from Summerton Road to Kenton Way.

(22) Along the Northern boundaries of lots C41 and C48, from Kenton Way to Clint Way.

(23) Along the Eastern boundaries of lots C92 and C93, from Clint Way South to Gawler Way North.

(24) Along the South-Eastern boundaries of lots C204 and C215, from Kenton Way to Gale Court.

(25) Along the South-Western boundaries of lots C230 and C240, from Calista Avenue to Maydwell Way.

(26) Along the Southern boundaries of lots C270 and C309, from Walgreen Crescent to Calista Avenue.

(27) Along the Southern boundaries of lots C323 and C365, from Brookes Way to Calista Avenue.

(28) Along the North-Eastern boundary of lot C355, from the Northernmost corner of the lot to Burtenshaw Way.

(Plans Medina and Calista.)

For BP Refinery (Kwinana) Limited,

W. D. JOHNSTONE,
Secretary.

I, Harry Lester McGuigan, on behalf of the Kwinana Road Board, hereby assent to the above application to close the road therein described.

H. L. McGUIGAN,
Commissioner, Kwinana Road Board.
26th November, 1956.

ROAD DISTRICTS ACT, 1919-1956.

Revocation of Temporary Closure of Road.
Gingin Road District.

Department of Lands and Surveys,
Perth, 22nd February, 1956.

Corres. 352/41.

IT is hereby notified for general information that the Hon. the Minister for Lands has revoked, under section 152 of the Road Districts Act, 1919-1956, that part of the order which appeared in the *Government Gazette* of the 24th April, 1951, page 547, temporarily closing the road described in the schedule hereunder.

Schedule.

G. 86 (a).—The surveyed road along the North and East boundaries of Swan Location 2691, parts of the North and East boundaries of location 2665, the North and East boundaries of location 2666 and the East boundary of location 2347, from the North-West corner of the first mentioned location to road No. 7655 at the South-East corner of the last mentioned location. (Plan 31/80 A3.)

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

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.

Bruce Rock School—Repairs and Renovations (13109); 26th February, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, P.W.D., Merredin, and Courthouse, Bruce Rock, on and after 12th February, 1957.

Wanneroo School—Repairs and Renovations (13111); 26th February, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 12th February, 1957.

Rural and Industries Bank—Extensive Alterations and Additions to Buildings on 400-402 Albany Highway, Victoria Park, to form Banking Premises (13110); 26th February, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 12th February, 1957.

Broome Hospital—Conversion of Commonwealth Laboratory to Nurses' Quarters (13112); 5th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton, Carnarvon, Broome, Port Hedland and Derby, on and after 12th February, 1957.

Bruce Rock State Hotel—Extensive Alterations and Additions (13113); 5th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Courthouse, Bruce Rock, on and after 19th February, 1957.

Ravensthorpe Hospital—Repairs and Renovations (13114); 5th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, Narrogin and Albany, and at Police Station, Ravensthorpe, on and after 19th February, 1957.

W.A. Transport Board—Alterations and Additions to Premises at No. 36 Parliament Place (13115); 5th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 19th February, 1957.

Katanning—Department of Agriculture—New Offices (13116); 12th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Courthouse, Katanning, on and after 26th February, 1957.

Rural and Industries Bank—Erection of Large Banking Premises and Quarters for the Esperance Branch of the Rural and Industries Bank (13117); 12th March, 1957; conditions may be obtained from the Contract Office, P.W.D., Perth, P.W.D., Kalgoorlie, and Police Station, Esperance, on and after 26th February, 1957.

Window Cleaning Contract for Various Government Buildings (13118); 12th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th February, 1957.

Wiluna Agricultural Research Station—Repairs and Renovations (13123); 19th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton; Police Station, Wiluna; Mining Registrar, Mt. Magnet, and Mining Registrar, Meekatharra.

Margaret River Hospital—Alterations to Kitchen, etc., and New Matron's Office (13121); 19th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Police Station, Margaret River, on and after 5th March, 1957.

Williams Hospital—Additions, Renovations and Drainage (13122); 19th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Williams, on and after 5th March, 1957.

Fremantle Hospital—Additions—Lift Installation (13124); 26th March, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th March, 1957.

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

R. J. BOND,
Under Secretary for Works.

22nd February, 1957.

PUBLIC WORKS ACT, 1902-1956.
Sale of Land.

P.W. 2508/55.
NOTICE is hereby given under section 29 of the Public Works Act, 1902-1956, that His Excellency the Governor has consented to the sale of the land hereinafter described by private contract to Phyllis Beryl Martin of Youngs Siding.

Land.

Reserve No. 15982 (Youngs Siding).

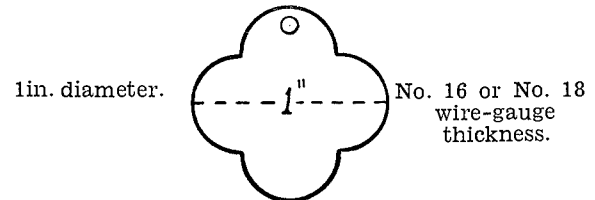
R. J. BOND,
Under Secretary for Works.

DOG ACT, 1903-1954.

Department of Local Government.
Perth, 7th February, 1957.

L.G. 2401/52.

PURSUANT to regulation 4 (3) of the regulations under the Dog Act, 1903-1954, gazetted on the 12th May, 1939, I, Albert Redvers George Hawke, the Acting Minister for Local Government, do hereby order that the size and shape of the registration label for the year ending 30th June, 1958, shall be as depicted hereunder:—



A. R. G. HAWKE,
Acting Minister for Local Government.

PUBLIC WORKS ACT, 1902-1956.

Sale of Land.

P.W. 698/56.

NOTICE is hereby given under section 29 of the Public Works Act, 1902-1956, that His Excellency the Governor has authorised the sale by the State Electricity Commission of the land hereinafter described by private contract or public auction.

Land.

Portion of Canning Location 31, the subject of L.T.O. Diagram 9541 (Certificate of Title Volume 1105, Folio 493).

R. J. BOND,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1956.

Sale of Land.

P.W. 1937/56.

NOTICE is hereby given under section 29 of the Public Works Act, 1902-1956, that His Excellency the Governor has consented to the sale by the Marble Bar Road Board of the land hereinafter described by private contract to the State Housing Commission of Western Australia.

Land.

Marble Bar Town Lot 25 (Certificate of Title Volume 1148 Folio 565).

R. J. BOND,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1956.

Sale of Land.

P.W.W.S. 367/55.

NOTICE is hereby given that the piece or parcel of land described in the Schedule hereto is no longer required for the purpose for which it was resumed and is available for sale under the provisions of section 29 of the Public Works Act, 1902-1956.

A person who immediately prior to the taking of the land referred to, had an estate in fee simple in that land may, within three months after the publication of this notice in the *Gazette* and in accordance with the provisions of section 29 (3) of the Public Works Act, 1902-1956, apply to the Minister for Works at the office of the Department of Public Works, for an option to purchase the land.

Schedule.
Description.

The remaining portion of Avon Location 1565 contained in Certificate of Title Volume 453, Folio 27.

Dated this 19th day of February, 1957.

R. J. BOND,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1956.

Sale of Land.

P.W. 1111/55.

NOTICE is hereby given under section 29 of the Public Works Act, 1902-1956, that His Excellency the Governor has consented to the sale of the land hereinafter described by private contract to Walter Francis Main, of Hayes Street, Bunbury.

Land.

Portion of Leschenault Location 26 and being all that part of Lot 1 on Diagram 14567 that is now comprised in, and is part of lot 9 on Diagram 19870 and being part of the land comprised in Certificate of Title Volume 1167, Folio 530.

R. J. BOND,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1955.

Sale of Land.

P.W. 1655/55.

NOTICE is hereby given that the piece or parcel of land described in the schedule hereto is no longer required for the purpose for which it was resumed and is available for sale under the provisions of section 29 of the Public Works Act, 1902-1955.

A person who immediately prior to the taking of the land referred to, had an estate in fee simple in that land may, within three months after the publication of this notice in the *Gazette* and in accordance with the provisions of section 29 (3) of the Public Works Act, 1902-1955, apply to the Minister for Works at the office of the Department of Public Works, for an option to purchase the land.

Schedule.

Description, Area.

Portion of Cockburn Sound Location 10 and being all those portions of lots 6 and 7 on L.T.O. Plan 6443, save and except those portions, the subject of L.T.O. Diagram 21424, and being part of the land comprised in Certificate of Title Volume 721, Folio 182; 2r. 31p.

Dated this 19th day of February, 1957.

R. J. BOND,
Under Secretary for Works.

Notice of Sale.

PUBLIC WORKS ACT, 1902-1956.

Sale of Land.

P.W. 1097/56.

NOTICE is hereby given under section 29 of the Public Works Act, 1902-1956, that His Excellency the Governor has consented to the sale of the land hereinafter described by private contract or public auction.

Land.

Portions of Swan Location S, being lots 8, 9, 12, 15, 18, 19 and 20 on L.T.O. Plan 5093 and being part of the land comprised in Certificate of Title Volume 1186, Folio 166.

Portions of Swan Location S and being (firstly) lots 2 and 6 on L.T.O. Plan 5093 and (secondly) lot 47 on L.T.O. Plan 2759 (Certificate of Title Volume 1186, Folio 167).

R. J. BOND,
Under Secretary for Works.

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

M.R.D. 224/48.

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Tambellup District for the purpose of the following public work, namely widening Tambellup West Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2193, which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Alexander George Hams	A. G. Hams	Portion of Tambellup Lot 93 (Certificate of Title Volume 552, Folio 195)	a. r. p. 0 0 36.7

Dated this 13th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

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

M.R.D. 123/57.

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under Section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Avon District for the purpose of the following public work, namely, deviating Beverley North Road and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A. 1246, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Leslie Russell Sims	L. R. Sims	Portion of Avon Location MiN on Plan 4848 (Certificate of Title Volume 1017, Folio 892)	a. r. p. 3 0 8 (approx.)

Dated this 18th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 124/57.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto and being all in the Williams District for the purpose of the following public work, namely, widening Cuballing South West Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1330, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Stanley Harold Whitford and Dorothy Joy Whitford	S. H. and D. J. Whitford....	Portion of Williams Location 2376 (Certificate of Title Volume 1190, Folio 814)	a. r. p. 0 0 20 (approx.)
Stanley Harold Whitford and Dorothy Joy Whitford	S. H. and D. J. Whitford....	Portion of Williams Location 4501 (Certificate of Title Volume 1190, Folio 815)	0 0 22 (approx.)
Herbert John Kelly	H. J. Kelly	Portion of Williams Location 926 (Certificate of Title Volume 1080, Folio 503)	0 1 28 (approx.)

Dated this 18th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 168/54.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Swan District, for the purpose of the following public work, namely, widening Perth-Guildford Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A., 1922, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Susan Geraldine Oliver.	Hedley Normington and Eileen Sussana Normington	Portion of Swan Location T and being part of Lot 163 on Plan 3404 (Certificate of Title Volume 725, Folio 95)	a. r. p. 0 0 4 (approx.)

Dated this 20th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 911/54.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Kojonup District for the purpose of the following public work, namely widening Katanning-Pingrup Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1889, which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
George Salmon Goodchild	G. S. Goodchild	Portion of Kojonup Location 4774 (Certificate of Title Volume 882, Folio 113)	a. r. p. 0 0 14.4

Dated this 15th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 674/53.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Nelson District for the purpose of the following public work, namely deviating the Armadale-Pemberton Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2422, which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Reginald George Sweeting Hester	R. G. S. Hester	Portion of Nelson Location 115 on Plan 6141 (Certificate of Title Volume 1163, Folio 68)	a. r. p. 0 0 10
Godfrey Harold August Sweeting Hester	G. H. A. S. Hester	Portion of Nelson Location 3595 and being part of Lot 1 on Plan 6141 (Certificate of Title Volume 1163, Folio 66)	0 0 5.2

Dated this 13th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 236/49.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Canning, Swan and Cockburn Sound Districts for the purpose of the following public work, namely widenings Fremantle-Cannington-Midland Junction Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2205, which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Ruby Ailsa Whitfield King	Vacant	Portion of Canning Location 25 and being part of Lot 1125 on Plan 4394 (Certificate of Title Volume 1094, Folio 765)	a. r. p. 0 1 12.4

Dated this 14th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 47/47.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Murray District for the purpose of the following public work, namely, widening Fremantle-Mandurah-Pinjarra Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2564, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Edward Beacham and William Charles Edward Beacham	E. Beacham and W. C. E. Beacham	Portion of Murray Location 15 (Certificate of Title Volume 1064, Folio 731)	a. r. p. 7 0 33 (approx.)

Dated this 19th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 164/54.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Swan District for the purpose of the following public work, namely, widening Stock Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2446, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Willagee Park Hotels Prop., Ltd.	Willagee Park Hotels Prop., Ltd.	Portion of Swan Location 73 and being part of Lot 1 (Diagram 18746) (Certificate of Title Volume 1194, Folio 567)	a. r. p. 0 1 21

Dated this 19th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 868/51.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1955, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Ningham District for the purpose of the following public work, namely, widening Cadoux West Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2361, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
John Albert King	J. A. King	Portion of Ningham Location 1295 (Certificate of Title Volume 1143, Folio 726)	a. r. p. 2 1 14
Charlie Carter (Jnr.)	C. Carter (Jnr.)	Portion of Ningham Location 2277 (Certificate of Title Volume 1137, Folio 966)	0 2 11.6
Walter Kershaw Shankland....	W. K. Shankland	Portion of Ningham Location 1714 (Certificate of Title Volume 1170, Folio 21)	4 1 26
Emily Mary Chapman and Walter Sterry Chapman	E. M. and W. S. Chapman	Portion of Ningham Location 1709 (Certificate of Title Volume 1119, Folio 932)	4 0 39

Dated this 19th day of February, 1957.

F. PARRICK,
Secretary, Main Roads.

L. & S. 3596/53.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended compulsorily to acquire, on behalf of the Serpentine-Jarrahdale Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Cockburn Sound District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan, L.S., W.A., 120, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Serpentine-Jarrahdale Road Board.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Frederick Alexander Elliott	F. A. Elliott	Portion of Cockburn Sound Location 16 and being part of Lot 78 on L.T.O. Plan 739A (Certificate of Title Volume 1183, Folio 383)	a. r. p. 9 0 0 (approx.)

Dated this 20th day of February, 1957.

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

L. & S. 5348/23.

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended compulsorily to acquire, on behalf of the Nungarin Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Avon District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan, L.S., W.A., 110, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Nungarin Road Board.

SCHEDULE.

Owner or Reputed Owner.	Occupier or Reputed Occupier.	Description.	Area.
Harold Stephen Luscombe Creagh, Keith Luscombe Creagh, Robin Lindsay Creagh and Stephen James Creagh	K. L. Creagh	Portion of Avon Location 14219 (Crown Lease 300/1953)	a. r. p. 18 1 20
Hedley Francis Jolly	H. F. Jolly	Portion of Avon Location 14212 (Crown Lease 199/1952)	19 3 29

Dated this 20th day of February, 1957.

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

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1085/56.

NOTICE is hereby given, in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, that water mains have been laid in the undermentioned streets in the districts indicated.

City of Perth.

8390/56—Johnson Street, from lot 1563 to lot 1561—Easterly.

8422/56—Lake Monger Drive, from lot 23 to lot 25—South-Easterly.

8331/56—Carrington Street, from lot 103 to lot 108—Westerly.

Belmont Park Road District.

8355/56—Stockdale Road, from Keane Street to lot 29—North-Westerly.

Gosnells Road District.

8351/56—Celebration Street, from lot 131 to lot 133—North-Easterly.

Perth Road District.

8400/56—Lonsdale Street, from lot 187 to Hector Street—Southerly. Unnamed street A off Lonsdale Street, from Lonsdale Street to lot 22—Easterly. Unnamed street B off Lonsdale Street, from Lonsdale Street to lot 49—Easterly. Hector Street, from Lonsdale Street to lot 38—Easterly. Latrobe Street, from Hector Street to Wellington Parade—Southerly. Wellington Parade, from Latrobe Street to lot 43—Easterly.

8437/56—Wade Street, from lot 941 to lot 939—Westerly.

8420/56—Lawley Street, from Flora Terrace to lot 305—Westerly.

8447/56—Cascade Street, from lot 51 to lot 49—North-Easterly.

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

Dated this 22nd day of February, 1957.

B. J. CLARKSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 194/57.

NOTICE is hereby given, in pursuance of section 71c of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, that the Minister constitutes portion of the existing Mills Street Drain as a Metropolitan Main Drain as named and described hereunder:—

Name.—The drain shall be known as Mills Street Metropolitan Main Drain.

Description.—Commencing at the West boundary of Mills Street, Queens Park, at the junction of Mills Street and Railway Promenade and proceeding in a Southerly and South-Westerly direction along the drainage reserve which lies between Mills Street and Hamilton Street, to and across Channon Street, to and across Doust Street, to and across Purkiss Street, to and across Albany Highway; thence proceeding in a Southerly direction through the drainage reserve which lies between Burton Street and Hamilton Street to and across Manning Road, to and across Chapman Road; thence in a South-Westerly direction along the drainage reserve which lies between Riverton Street and Fern Road to a point approximately 30 feet North of the corner of Fern Road and Watts Road; thence in a Southerly direction through lot 12 Fern Road to and across Fern Road; thence in a South-Westerly direction to and across Watts Lake and terminating at the Canning River.

(Sgd.) JOHN T. TONKIN,
Minister for Water Supply,
Sewerage and Drainage.

ERRATUM.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1085/56.

“ALVAH Street, from Blechynden Road to Buzza Street,” appearing in *Government Gazette* of 20th May, 1955, folio 1141, column 1, lines 29 and 30, should read: “Alvah Street, from Upton Street to Buzza Street.”

B. J. CLARKSON,
Under Secretary.

MUNICIPAL CORPORATIONS ACT, 1906-1954.

Municipal Elections.

Department of Local Government,
Perth, 14th February, 1957.

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 Names; Occupation; How Vacancy Occurred: (a) Retirement, (b) Resignation, (c) Death; Name of Previous Member.

City of Perth Municipal Council.

*West; 2nd February, 1957; Norman, Oscar Geoffrey Swain; Manufacturer; (c) Tandy, J. T.

Bunbury Municipal Council.

*North; 9th February, 1957; Oliver, Herbert Vincent; Shop Keeper; (b); King, J. W.

* Denotes extraordinary election.

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

MUNICIPAL CORPORATIONS ACT, 1906-1956.

City of Fremantle.

Department of Local Government,
Perth, 15th February, 1957.

L.G. 90/57.

IT is hereby notified, for general information, that His Excellency the Governor has consented, under the provisions of section 211 of the Municipal Corporations Act, 1906-1956, to the lease of all that piece of land being portion of reserve 6638 and reserve 8860, more particularly defined in the lease instrument, granted by the City of Fremantle for a term of 21 years to the Royal Fremantle Golf Club Incorporated of Fremantle.

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

MELVILLE ROAD BOARD—TOWN PLANNING SCHEME.

Resolution Deciding to Amend a Town Planning Scheme.

RESOLVED that the Melville Road Board, in pursuance of section 74 of the Town Planning and Development Act, 1928, amplify and amend the above Town Planning Scheme gazetted on the 20th day of November, 1936, and in so far as it applies to business sites, such additions to be in accordance with the schedule as enumerated hereunder:—

Additions to Scheme.

(1) That portion of lot 1117 Swan Location 73 as delineated in red on the plan dated the 13th February, 1957, deposited in the office of the Town Planning Board, and situated in Webber Street, High Road and Stock Road, Willagee, provided that this land shall not be used for the erection of a Petrol Filling Station, Picture Garden or Theatre.

The new building line for any buildings erected thereon shall be in accordance with the deposited plan.

Notice is hereby further given that plans showing the above land are available at the office of the Melville Road Board, Bicton, and at the office of the Town Planning Board, Perth, and will be open for inspection by all persons interested from 9 a.m. to 4.30 p.m., Monday to Friday.

Any objections to the proposed amendment must be lodged in writing with the Secretary of the Board on or before the 22nd day of May, 1957.

Adopted by resolution of the Melville Road Board on the 18th day of December, 1956.

(Sgd.) J. E. ELLIS,
Secretary to the Melville Road Board.
13th February, 1957.

(2)—2885

DARDANUP ROAD BOARD.

Notice of Intention to Borrow £1,000.

Proposed Loan No. 14.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Dardanup Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purposes:—£1,000 for six years, interest rate 5½ per cent. per annum, payable at the office of the Board, Dardanup, by half-yearly instalments of principal and interest.

Purpose: Preparation and bituminous surfacing of portion of the Ferguson Road.

The works and undertakings for which the loan is proposed to be raised will, in the opinion of the Board, be of benefit only to portion of the Dardanup Road District, namely, the East Ward, as defined in the *Government Gazette* on the 31st July, 1953, pages 1446 and 1447.

Any loan rate applicable to such loan will be levied only on rateable land within the East Ward of the District.

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

Dated this 9th day of February, 1957.

GEO. MOUNTFORD,
Chairman.
R. M. HARDISTY,
Secretary.

ROAD DISTRICTS ACT, 1919-1954.

Marradong Road Board.

Notice of Intention to Borrow—Loan No. 9, £1,500.

NOTICE is hereby given that the Marradong Road Board proposes to borrow fifteen hundred pounds (£1,500), the said sum to be raised by the sale of debentures repayable with interest, at a rate not exceeding £5 10s. per centum per annum, by 40 equal half-yearly instalments over a period of 20 years. Such debentures shall be repayable at the office of the Coal Mine Pensions Tribunal, Perth.

The loan will be used for the purpose of bituminising the Bannister-Boddington road under the contributory bitumen scheme and details of the plans and specifications may be inspected at the office of the Board, Boddington.

J. J. O'BRIEN,
Chairman.

BRUCE ROCK ROAD BOARD.

Bruce Rock Town Planning Scheme No. 1.

NOTICE is hereby given that the Bruce Rock Road Board, on 14th March, 1956, passed a resolution approving the above Scheme which classifies the Bruce Rock Townsite into zones for various building and land uses to ensure the proper and orderly development of the town.

Copies of the Scheme and of the plans forming part of the Scheme have been deposited at the offices of the Bruce Rock Road Board at Bruce Rock (9 a.m. to 5 p.m.) and the Town Planning Board, 31 Malcolm Street, Perth (10 a.m. to 4 p.m.), and will be open for inspection by all persons interested within the hours stated without payment of any fee.

Any suggestions for the inclusion or exclusion of any lands or works or any objections or representations should be sent in writing to the Secretary, Bruce Rock Road Board, Bruce Rock, before 3rd May, 1957.

(Sgd.) N. N. McDONALD,
Secretary.

ROAD DISTRICTS ACT, 1919-1956.

Toodyay Road Board.

Department of Local Government,
Perth, 15th February, 1957.

L.G. 3137/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a motor truck as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act 1919-1956, by the Toodyay Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT 1919-1956.

Upper Blackwood Road Board.

Department of Local Government,
Perth, 15th February, 1957.

L.G. 3217/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the erection of public conveniences on reserve No. 1454; and extension of conveniences and renovations to the kitchen of the hall on reserve No. 21532 as works and undertakings for which money may be borrowed under Part VII of the Road Districts Act, 1919-1956, by the Upper Blackwood Road Board.

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

TRUST FUNDS INVESTMENT ACT, 1924-1926.

Leonora Road Board.

Department of Local Government
Perth, 15th February, 1957.

L.G. 558/53.

IT is hereby notified for general information, that His Excellency the Governor in Executive Council has ordered that the Trust Funds Investment Act, 1924 as amended by the Trust Funds Investment Act Amendment Act, 1926, shall apply to the Leonora Road Board and that the trustees and other persons authorised by law to invest money in the debentures or other securities issued by a municipality shall be authorised to invest money in the debentures issued by the Leonora Road Board.

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

ERRATUM.

STOCK DISEASES ACT, 1895-1954.

IN notice under the above heading appearing on pages 231-2 of *Government Gazette* (No. 9), of 8th February, 1957, the last word in paragraph 3 shown as "Bibriosis" should read "Vibriosis."

CASH ORDER LOST.

IT is hereby notified that the undermentioned Cash Order has been lost or destroyed. Payment has been stopped and an Order No. 46894 in lieu thereof has been issued:—

Date, 7/2/57; Cash Order 46892; amount, £1 4s. 2d.; drawer, G. Grewar; payee, A. V. Kerr & Co.

G. K. BARON HAY,
Director,
Agriculture Department.

VERMIN ACT, 1918-1954.

Toodyay Vermin Board.

NOTICE is hereby given that under section 98 of the Vermin Act, 1918-1954, all owners and/or occupiers of all or any holding, either owned, rented, or leased, within the whole of the Toodyay Vermin District shall, on the 1st day of March, 1957, com-

mence the work of destroying rabbits and foxes upon such holdings and upon the roads bounding and intersecting such holdings. The work shall be continued and systematically carried out until the 30th day of March, 1957.

Rabbits.—The means to be adopted shall be the laying of poisoned baits in well defined trails. Baits to be composed of oats or apples, poisoned with "1080" or strychnine.

Foxes.—Baits to be composed of strychnine and fat, or other suitable material, and should be laid on, or near, a trail prepared either by dragging a lure to form a scent trail, or in furrows used for rabbit poisoning, in areas where foxes are known to frequent. Special attention should be paid to watercourses and around any cover likely to harbour foxes.

By order,

A. R. TOMLINSON,
Chief Vermin Control Officer,
Agriculture Protection Board.

APPOINTMENTS.

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

Registrar General's Office,
Perth, 18th February, 1957.

THE following appointments have been approved:—

R.G. No. 164/57—Constable Clifford Basil Vincent Sherry, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Meckering during the absence on leave of Constable William George Crane; appointment to date from 7th February, 1957.

R.G. No. 158/57—Constable James Frederick Chifney, as Assistant District Registrar of Births and Deaths for the Williams Registry District, to maintain an office at Kondinin during the absence on leave of Constable Douglas William Wooldridge; appointment to date from 30th January, 1957.

NORMAN B. BRICE,
Deputy 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, 21st February, 1957.

Appointment.

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

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

Church of England.

2023/57; 19/2/57; Rt. Rev. Charles Lawrence Riley,
M.A., L.I.B.; Watermans Bay; Perth.

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, Name, Address of Residence,
Registry District.

Roman Catholic.

7/1/53; 16/2/57; Rev. Thomas Byrne, O.M.I.; St. Patrick's Presbytery, Adelaide Street, Fremantle; Fremantle.

NORMAN B. BRICE,
Deputy Registrar General.

ERRATUM.

IN *Government Gazette* of the 15th February, 1957, page 357, under "Appointments" (R.G. No. 193/57), for "Constable Patrick Clennell Wilkinson" read "Constable Anthony Stanley Wilkinson."

NORMAN B. BRICE,
Deputy Registrar General.

19th February, 1957.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies Required.	Date of Closing.
1957.			1957.
Feb. 8	83A, 1957	Jarrah Piles for Fremantle Harbour	Feb. 21
Feb. 5	62A, 1957	Conveyor Belting	Feb. 21
Feb. 5	64A, 1957	Portable D.C. Arc Welding Plants	Feb. 21
Feb. 8	76A, 1957	Technical Chlordane	Feb. 21
Feb. 8	77A, 1957	Motor Vehicles	Feb. 21
Feb. 5	66A, 1957	Parts for Tuyere Assembly	Feb. 28
Feb. 5	67A, 1957	Steelwork, Ducting and Installation of Equipment in Welshpool Industrial Area	Feb. 28
Feb. 8	74A, 1957	Trusses, Columns, Struts, etc., for Boiler House Extension	Feb. 28
Feb. 8	75A, 1957	Gunmetal Unions	Feb. 28
Jan. 29	60A, 1957	Gas Oil for East Perth Gas Works	Feb. 28
Feb. 8	80A, 1957	Benzine Hexachloride	Feb. 28
Feb. 8	81A, 1957	16 mm. Projectors for Schools and Government Departments	Feb. 28
Feb. 8	82A, 1957	Bicycle Identification Plates	Feb. 28
Feb. 8	84A, 1957	Air Compressor, Pedestal Grinder and Hand Planing and Joining Machine	Feb. 28
Feb. 8	86A, 1957	Tea for Government Institutions	Feb. 28
Feb. 8	87A, 1957	Coffee for Government Institutions	Feb. 28
Feb. 12	88A, 1957	Pasteurised Milk for Kalgoorlie and Coolgardie Districts Hospitals	Feb. 28
Feb. 12	93A, 1957	Uniforms for Staff Nurses and Sisters, Royal Perth Hospital	Feb. 28
Feb. 12	94A, 1957	Pneumatic Tyred Diesel Tractor with 3-point Hydraulic Linkage, etc.	Feb. 28
Feb. 15	100A, 1957	Piles and Stringers	Feb. 28
Feb. 15	108A, 1957	6 in. Lathe and 18 in. Stroke Shaping Machine	Feb. 28
Feb. 12	85A, 1957	Inner Spring Mattresses	Mar. 7
Jan. 29	59A, 1957	Bulldozer for State Electricity Commission	Mar. 7
Feb. 15	96A, 1957	8½ in. and 4 in. Reinforced Concrete (Pressure) Pipes	Mar. 7
Feb. 15	98A, 1957	Taxi Telephone Service at Mt. Henry Women's Home	Mar. 7
Feb. 15	99A, 1957	Machine Tools for State Engineering Works	Mar. 7
Jan. 15	28A, 1957	Diesel-engined Lorry-mounted Crane (inspection at Liaison Offices in Melbourne and Sydney; also available from Agent General)	Mar. 14
Feb. 15	97A, 1957	18 in., 12 in. and 8 in. Pressure Reducing Valves	Mar. 14
Feb. 22	106A, 1957	Pasteurised Milk for Merredin and Northam Hospitals	Mar. 14
Feb. 19	111A, 1957	Multipurpose Autoclave and Steriliser	Mar. 14
Jan. 25	42A, 1957	5,000 KVA 66/22 KW Automatic Tap Changing Transformers (Inspection at Liaison Offices in Melbourne and Sydney)	Mar. 21
Feb. 12	92A, 1957	Ore Bins and Frames	Mar. 21
Feb. 12	89A, 1957	Railcar Bodies and Underframes	Mar. 28
Feb. 12	90A, 1957	Cast Steel Frame Passenger Car Type Bogies	Mar. 28
Feb. 12	91A, 1957	Railcar Power and Underfloor Equipment	Mar. 28

Addresses—Liaison Offices—

W.A. Government Liaison Office,
Room 13, 1st Floor, M.L.C. Buildings,
303 Collins Street, Melbourne.

W.A. Government Liaison Office,
Room 105, 82 Pitt Street, Sydney.
Agent General for W.A.,
115 The Strand, London, W.C. 2.

For Sale by Tender.

Date of Advertising.	Schedule No.	For Sale.	Date of Closing.
1957.			1957.
Jan. 29	54A, 1957	1953 model International 15 cwt. Utility	Feb. 21
Jan. 29	57A, 1957	Windmill, Tank Stands and Fittings	Feb. 21
Jan. 29	58A, 1957	1950 model L110 International Utility	Feb. 21
Feb. 5	68A, 1957	Ingersoll Rand "100" Air Compressor mounted on Pneumatic Tyres	Feb. 21
Feb. 5	69A, 1957	Caterpillar No. 12 Diesel Grader	Feb. 21
Feb. 5	70A, 1957	Caterpillar D4 Diesel Crawler Tractor with Angle Dozer, Power Control Unit and Logging Winch	Feb. 21
Feb. 5	71A, 1957	1949 Model Commer 15 cwt. Utility	Feb. 21
Feb. 5	72A, 1957	1950 model Ford 10 cwt. Utility	Feb. 21
Feb. 5	73A, 1957	Unused Engineer's Hair Felt	Feb. 21
Feb. 12	78A, 1957	Fordson Front End Loader	Mar. 28
Feb. 12	79A, 1957	1949 model Austin 2/3-ton Truck	Mar. 28
Feb. 15	95A, 1957	Obsolete Locomotives ex W.A.G. Railways	Feb. 28
Feb. 15	101A, 1957	Second-hand Scott Bonnar 14 in. Power Mower	Feb. 28
Feb. 15	103A, 1957	Second-hand 1949 model Austin 2/3 ton Truck	Feb. 28
Feb. 15	104A, 1957	Second-hand 1950 model International L110 Utility	Feb. 28
Feb. 15	102A, 1957	Rubber Rust Sleeves for Motor Vehicle Wheels	Mar. 7
Feb. 15	107A, 1957	Firearms and Miscellaneous Firearm Parts	Mar. 7
Feb. 19	109A, 1957	Second-hand McDonald 25 h.p. Diesel Engine	Mar. 7
Feb. 18	110A, 1957	Burnt out Tramcar Armatures	Mar. 7
Feb. 12	112A, 1957	Second-hand 1953 International Utility	Mar. 14

Tenders addressed to the Chairman, Government Tender Board, 74 Murray Street, Perth, will be received for the above-mentioned supplies until 10 a.m. on the dates of closing.

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

Tender forms and full particulars may be obtained on application at the Tender Board Office, 74 Murray Street, Perth. No Tender necessarily accepted.

A. H. TELFER,

Chairman Tender Board

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.
Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned	Rate.
1915/56	1957. Feb. 15	Forwood Down (W.A.) Pty., Ltd.	794A, 1956	Supply, Delivery and Erection of Ore Conveyors	Charcoal Iron and Steel Industry	£19,431.
1860/56	Feb. 14	Southern Cross Windmill & Engine Pty., Ltd.	782A, 1956	Supply of 1 only 1.5 K.W. 240-volt D.C. Fig. 3108 Generating Set	Public Works	£258 7s. 11d.
1995/56	Feb. 12	Humes, Ltd.	834A, 1956	Supply of Heavy Gauge Black Iron Welded Water Tanks, delivered to Welshpool, as follows :— Item 1—9 only Large Item 2—10 only Medium Item 3—1 only Small	Main Roads	£35 10s. each. £28 7s. 6d. each. £21 10s. each.
69/57	Feb. 15	Saunders & Stuart, Ltd.	24A, 1957	Supply of 1 only Blast Furnace Revolving Top	Charcoal Iron and Steel Industry	£3,977.
2000/56	do.	Western Machinery Co. Pty., Ltd.	3A, 1957	Supply of 1 only No. 95 36in. x 24in Ken-Kew Jaw Crusher, complete with Standard Equipment, delivered F.O.R. Perth or where directed, Perth	do. do.	£7,084, plus duty if applicable.
30/57	Feb. 14	Boltons Pty., Ltd.	18A, 1957	Supply of 1 only 125-gallon Copper Calorifier, delivered to the Devonleigh Maternity Hospital	Public Works	£157 10s.
1934/56	do.	Mills & Wares Pty., Ltd.	108	Supply of Bisuits and Cake for Government Departments as required during the period from 1st April, 1957, to 31st March, 1958, as per Items 1 to 5 (inclusive) and 7 to 22 (inclusive)	Various	Rates on application.
1935/56	do.	....	110	Supply of Candles, Soaps and Polishes for Government Departments as and when required during the period from 1st April, 1957, to 31st March, 1958, as follows :— Items 1, 10, 12 (a), 12 (c), and 16 Items 4, 5, 6, and 7 Items 2, 3, 8, 9, 18, and 19 Item 13 Items 11, 14, 15, and 17	do.	do. do. do. do. do. do. do. do. do. do.
41/57	do.	J. Kitchen & Sons Pty., Ltd. National Trading Co. Pty., Ltd. Westralian Soaps Pty., Ltd. Lever Bros. Pty., Ltd. G. Wood Son & Co. (W.A.) Pty., Ltd.	36A, 1957	Supply of F.A.Q. to Prime Wheaten Chaff during the period from 1st March, 1957, to 30th June, 1957, as follows :— Items 1 (h), 1 (i), 2 (b), 2 (c), and 2 (d) Items 1 (a), 1 (b), 1 (c), 1 (d), 1 (e), 1 (f), 1 (g), and 2 (a)	Various	do. do. do. do.
23/57	do.	Burrige & Warren Pty., Ltd. J. W. O'Driscoll & Co.	11A, 1957	Supply of Bread to Narrogin School of Agriculture as required during the period from 1st March, 1957, to 28th February, 1958	Agriculture	11d. per 2lb. loaf.
1940/56	do.	....	9A, 1957	Purchase and Removal of C.I.P.E. Baths and Basins ex No. 19 Store, Melville, as follows :— Items 1 to 18 inclusive Items 19 to 59 inclusive	State Housing Commission	Rates on application. do. do.
1980/56	do.	B. Miller J. Krasnostein & Co. Pty., Ltd. Theo. Hammond	7A, 1957	Purchase and Renouval of Secondhand 1942 model Chevrolet 3-ton Truck (Engine No. BFR.483835), ex Forests Department Headquarters, Como	Forests	£152.

Additions to Contract.

Tender Board No.	Date.	Contractor.	Particulars.
195/57	1957. Feb. 14	Australian Blue Metals, Ltd.	Schedule No. 480A, 1956.—Supply of $\frac{3}{8}$ in. Grano Diorite Metal Screenings to sites as specified under Items 17 and 18 :— Item 17—To site near 13 mile peg at 41s. 2d. per ton. Item 18—To site near 19.5 mile peg at 44s. 5d. per ton.
1238/55	do.	McPhersons, Ltd.	Schedule No. 553A, 1955.—Spare Parts for Sunderland No. 16 Gear Planer in accordance with specification delivered F.O.B. English Port.

MINE WORKERS' RELIEF FUND.

Returning Officer's Report.

Nominations for Board of Control Members.

General Vacancies.

NOMINATIONS for one each Employer and Mine Worker Representative closed at 4.30 p.m.

The following were received:—

Employers' Representative—Robert Ince.

Mine Workers' Representative—John Kelly.

There being only one nomination received in respect to each vacancy I hereby declare Messrs. Robert Ince and John Kelly duly elected as Employers' and Mine Workers' Representatives respectively on the Mine Workers' Relief Board for the ensuing period of two years, subject to the provisions of the Mine Workers' Relief Act, 1932-1953, and regulations.

W. A. BARNETT,
Returning Officer.

Kalgoorlie,
13th February, 1957.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 2 of 1957.

Between State Executive, Australasian Society of Engineers' Industrial Association of Workers; Coastal District Committee Amalgamated Engineering Union Association of Workers; and Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Applicants, and The State Electricity Commission of Western Australia, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties; and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner; and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference; and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have been the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the **Engineering Trades (State Electricity Commission) Award.**

1A.—Arrangement.

1. Title.
- 1A. Arrangement.
2. Area and Scope.
3. Term.
4. Definitions.
5. Mixed Functions.
6. Promotion.
7. Contract of Service.
8. Absence from Duty.
9. Sick Leave.
10. Annual Leave.
11. Public Holidays.
12. Long Service Leave.
13. No New Designation.
14. Shop Stewards.
15. Hours of Duty.
16. Guaranteed Week.
17. Wages During Suspension.
18. Overtime and Sunday Work.
19. Shift Work.
20. Away from Home and Camp Allowance,

21. Payment for Travelling Time.
22. No Reduction.
23. Preference.
24. Passes and Privileges.
25. Height Money.
26. Board of Reference.
27. Right of Entry.
28. Allowances, Special Provisions, etc.
29. Leading Hands.
30. Apprentices.
31. Under-rate Workers.
32. Liberty to Apply.

2.—Area and Scope.

This Award shall operate throughout the State of Western Australia and shall apply to all persons employed by the State Electricity Commission in the classifications mentioned here.

3.—Term.

This Award shall operate for three (3) years from the date hereof; provided that at any time after the expiration of twelve (12) calendar months from the date hereof the Court may add to, vary or rescind any provisions of this Award on the application of any party thereto.

4.—Definitions.

(1) "Patternmaker" means a tradesman who makes patterns and appurtenances thereof of any materials, used in the production of castings.

(2) "Electrical fitter" means a worker employed in making, repairing, altering, assembling, testing, winding, or wiring, electrical machines, meters or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in "neon" tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter; provided, however, that a worker employed as a meter tester shall not be classed as an electrical fitter.

(3) "Lineman" means a worker engaged (with or without labourers assisting) in erecting poles, towers, etc., for electric wires, or erecting wire or cables on poles, towers, etc., or over buildings or tying it or them to insulators or joining or insulating it or them, or doing any work on electric poles, towers, etc., off the ground, or doing any other work in connection with wiring and fixing which does not require the possession of an installer's license under the regulations made pursuant to the Electricity Act, 1945.

(4) "Tradesman" means a worker, not being an apprentice, who in the course of his employment works from drawings or prints, or makes precision measurements or applies general trade experience, and includes a first-class machinist.

(5) "Instrument fitter" means a tradesman engaged upon repairing, testing and adjusting of any type of mechanical or electrical instruments other than watt-hour meters.

(6) "First-class machinist" means a tradesman who is partly or wholly engaged in setting up and operating the following machines:—Lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, and grinding machine.

(7) "Second-class machinist" means an adult not engaged as a tradesman and who is not required to work from drawings or prints required to be scaled and/or measured from drawings or prints, or to make precision measurements, but who is engaged in operating or in the setting up and operating of machines enumerated in the definition of "first-class machinist" or who is engaged operating a key-seating machine, or a second-class brass finisher or as a pipe fitter on low pressure work.

(8) "Third-class machinist" means a machinist, not being a process worker, who operates any machine set up by a tradesman or any machine the setting up of which does not require the knowledge or skill of a second-class machinist,

(9) "Meter fixer" means a worker employed in the fixing and removing of meters, who for the purpose of carrying out his work is not required to possess an installer's license under the regulations made pursuant to the Electricity Act, 1945.

(10) "Meter tester—first grade" means a worker whose work consists of—

- (a) placing polyphase electricity meters in position and connecting them up to a supply for the purpose of testing their accuracy or registration in conjunction with a master meter or other checking device; and
- (b) adjusting a regulating screw or other regulating device on the meter in order to secure uniformity of the speed of the meter under check with the checking device within the prescribed limits; and
- (c) noting or recording the speed of the meter under check.

(11) "Meter tester—second grade" has the same meaning as "meter tester—first grade" except that it shall be read and construed as applying to single phase meters instead of polyphase meters.

(12) "Casual worker" 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.

(13) "Permanent worker" means a worker other than a casual worker employed under the terms of this Award.

5.—Mixed Functions.

(a) A worker called upon to perform work carrying a higher rate of pay than his classified rate for two hours in any day or shift shall be paid such higher rate for the whole of the day or shift.

(b) Should any worker be required to perform work in a lower grade his wages shall not be reduced whilst employed in such capacity.

6.—Promotion.

(a) All promotions shall be made under and in accordance with the Government Employees (Promotions Appeal Board) Act, 1945-1955, and the regulations thereto.

(b) The Commission shall, in the prescribed manner, notify all applicants for any vacancy or new position of the person recommended for appointment to such vacancy or new position.

(c) An employee who desires to appeal shall serve a notice in the prescribed form on the general manager and the secretary of the Promotions Appeal Board within fourteen clear days after the date of the notice referred to in subclause (b) hereof.

(d) Where any vacancy occurs or a new office is created, and it is necessary to fill the position without delay, a temporary appointment may be made, but applications for permanent appointment to the position shall be called within two (2) months of the occurrence of such vacancy or the creation of such new office as the case may be.

(e) No employee shall have the right of appeal in respect to any vacancy or new office unless the work of such vacancy or new office falls within the registered constitution of the Union of which he is a member.

7.—Contract of Service.

(a) No permanent worker shall leave the department until the expiration of fourteen (14) days' written notice of his intention to do so, without the approval of the Commission.

(b) Except in the case of summary dismissal for misconduct, peculation, or theft, fourteen (14) days' written notice shall be given by the Commission to any permanent worker and the reason for dismissal shall be stated in such notice.

(c) The Commission 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 a Union or the Unions parties to the Award or by a Union or Unions affiliated with it

or them or by any other Association or Union associated with it or them or through the breakdown of the Commission's machinery or any stoppage of work by any cause which the Commission cannot reasonably prevent.

8.—Absence from Duty.

(a) Any worker losing time through sickness or injury shall as soon as possible notify his foreman, or other officer-in-charge, in sufficient time to permit of arrangements being made for the performance of his duties.

(b) Subject to the provisions of clause 9 (Sick Leave) 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 granted as special leave.

9.—Sick Leave.

(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 Commission 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, 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.

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

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

10.—Annual Leave.

(a) (i) 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 the Commission after a period of twelve (12) months' continuous service with the Commission.

(ii) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

(iii) Where an employee with twelve (12) months' continuous service is engaged for part of the 12-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen (14) consecutive days' annual leave, prescribed in subclause (a) (i) hereof, increased by half a day for each month he is continuously engaged as aforesaid.

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

(c) (i) Subject to paragraph (ii) when computing the annual leave due under this clause no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays; provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds an aggregate of thirteen (13) weeks in which case deduction may be made for such excess only.

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

(d) In the event of a worker being employed by the Commission 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 the Commission.

(e) Any worker who may resign or be dismissed from the service for any cause other than for peculation 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 peculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

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

(g) "Ordinary wages" for the purpose of subclause (a) hereof shall mean the rate of wage the worker has received for the greater proportion of the calendar month prior to his taking the annual leave.

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

(i) Annual leave shall be calculated up to the end of each financial year.

11.—Public Holidays.

(a) Except as hereinafter provided, each of the following days, or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day, but at the option of the employer any employee may be granted Show Day in lieu of Sovereign's Birthday provided he makes application to his officer-in-charge.

(b) (i) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time worked as if it 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 if the worker so agrees.

(ii) If any worker is required to work on a public holiday prescribed as a holiday under this Award which falls on a non-working day, he shall be paid the rate which he would have been paid if the day had not been a public holiday, and in addition shall have one day for each holiday so worked added to his annual leave.

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

(d) When a worker is off duty owing to leave without pay or sickness including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the whole of the working day immediately preceding a holiday or resumes duty or is available on the whole of the working day immediately following a holiday as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

(e) Day workers employed on Sunday work will be entitled to half ($\frac{1}{2}$) of one day extra on their annual leave for every four (4) Sundays worked during the year; Sunday work shall not be counted for the purpose of this subclause unless at least three (3) hours actual work is done.

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

12.—Long Service Leave.

The conditions relating to full-time Government wages employees generally as in force as at the date of this Award, and as may be amended from time to time, shall apply to all workers employed under the provisions of this Award.

13.—No New Designation.

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

14.—Shop Stewards.

Subject to the recognition of properly constituted authority shop stewards to be appointed by the Union shall be recognised by the Commission.

15.—Hours of Duty.

(a) Forty (40) hours exclusive of Saturday and Sunday work shall constitute a week's work. No day's work shall exceed eight (8) hours without payment of overtime.

(b) The ordinary hours of duty shall be between the hours of 7.15 a.m. and 5 p.m. Monday to Friday inclusive.

(c) The usual hours of duty within the scope as provided in subclause (b) hereof shall not be altered without consultation with the Union concerned, parties to this Award.

16.—Guaranteed Week.

(a) (i) The Commission shall guarantee to each worker, other than a casual or a temporary worker with less than six months' service or shift worker, a full week's work, exclusive of Saturday and Sunday work, except during such period as by reason of any action on the part of any section of its workers or for any other cause beyond its control, the Commission is unable wholly or partially to continue operations at the generating stations and/or at any of its undertakings. Each week shall stand by itself.

(ii) The Commission shall guarantee to each shift worker a full week's work except during such period as by reason of any action on the part of any section of its workers, or any other cause beyond its control, the Commission is unable wholly or partially to continue operations at the generating stations and/or at any of its undertakings. Each week shall stand by itself. Shift workers may be rostered for work on Saturdays and Sundays.

(b) The guaranteed period may be reduced or affected as follows:—

(i) Where a worker is suspended, the provisions of clause 17 (Wages During Suspension) shall apply.

(ii) In respect of any day when, as a result of a vote taken by the workers concerned with the consent of the Commission or by agreement between the Commission and the Union, a holiday is taken.

(iii) In respect of any day a worker is absent except through sickness as provided for in clause 9.

17.—Wages During Suspension.

(a) Where a worker is suspended and the charge is not proven, full wages for the period of suspension shall be paid.

(b) Where the charge is admitted or proven, the worker may be deprived of wages for the whole or any portion of the period of suspension, but in such case the Commission shall decide the amount of wages of which it is intended to deprive the worker, and any such deprivation shall be recorded and regarded as part of the punishment.

(c) Unless proceedings on any charge are commenced within seven (7) days of the first laying of the charge and finalised within one month of such date the charge shall lapse and full payment of wages made to the worker for the complete period unless proceedings are delayed by causes outside the control of the Commission.

18.—Overtime and Sunday Work.

(1) Overtime.—(a) Except where otherwise specified, all work performed by any worker outside the usual working hours of such worker shall be regarded as overtime, and the rates payable for overtime shall be as follows:—

(i) Where the worker commences the overtime within the period of one and a half (1½) hours prior to his usual starting time, time and one half for the time worked in such one and a half (1½) hour period.

(ii) Where the worker works overtime in any portion of the period commencing five (5) hours or more after his usual stopping time, but commences the overtime prior to one and a half (1½) hours before his usual starting time, double time for all time worked up to the usual starting time.

(iii) Subject to the preceding paragraphs, time and one half for the first four (4) hours and double time thereafter.

(b) Apprentices under 18 years of age shall not be required to work overtime without their consent.

(c) (i) When a worker without being notified on the previous day is required to work overtime for more than one (1) hour after his usual knock-off time, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

(ii) An employee working overtime shall be allowed a meal time of twenty (20) minutes without loss of pay after each four (4) hours of overtime if the employee continues work after such meal time; and where the employee has not been notified the day before that he will be required for overtime he shall be paid meal allowance of two shillings and sixpence (2s. 6d.) for each such meal time.

(iii) Where a worker has been notified the previous day to work overtime which necessitates the provision of a meal or meals and has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he shall be paid two shillings and sixpence (2s. 6d.) for each meal supplied and which is surplus.

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

(e) A worker recalled to work overtime after leaving his employer's premises and who returns to his home on completion of such overtime work shall be paid a minimum of two (2) hours' ordinary pay, or at overtime rates for the time actually worked, whichever is the greater; and in such circumstances time reasonably spent in getting to and from work shall be regarded as time worked at ordinary rates. 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) (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

(ii) An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight (8) consecutive hours off duty between those times shall be released after completion of such overtime until he has had eight (8) consecutive hours off duty, but ordinary working time occurring during such absence shall not be paid for: Provided that

if the employee, at his own request, is permitted to resume or continue working without having had such eight (8) consecutive hours off duty, he shall be paid at ordinary rates for all work performed during ordinary working hours.

(2) Sunday Time.—(a) All time worked on Sunday shall be paid for at the rate of double time.

(b) A day worker called on to do duty on any Sunday shall be paid for not less than four (4) hours at the rate applicable to that day; provided that the worker shall not be obliged to work for the four (4) hours if the job for which he was brought on to do is completed in less than four (4) hours; provided further, if he is called out for duty more than once within a period of four (4) hours from the start of a previous call-out for duty, he shall not be entitled to any further payment for time worked within that period of four (4) hours.

(3) General.—(a) No worker shall work more than sixteen (16) hours consecutively in any one period of twenty-four (24) hours.

(b) Extra rates shall be computed at the rate applicable to the day on which the time is worked; provided that double time (i.e., twice ordinary rate) shall be maximum rate payable under any provision of this Award.

(c) When a worker is required to hold himself in readiness as from a specific time for a call-out to work after ordinary hours he shall be paid at ordinary rates for the actual time in which he so holds himself in readiness as from the specific time.

(d) Except as provided in (1) (e) above, travelling time shall not be regarded as time worked within the meaning of this clause.

19.—Shift Work.

(a) The Commission may, if it so desires, place day workers on shift work, but before doing so shall give notice of its intention to the Unions. Whenever possible at least one (1) month's notice shall be given.

(b) When shift work is required to be worked by day workers, the loading on the ordinary rates of pay for such shift work shall be 25 per cent. for afternoon shift and night shift.

(c) Where a day worker is temporarily transferred on to afternoon or night shift, and is not given seven (7) days' notice of the intended transfer, he shall be paid at overtime rates for the time worked on afternoon or night shift from the time he commences afternoon or night shift until midnight on the following Saturday. Thereafter he shall be paid his ordinary shift rates.

(d) Overtime on night or afternoon shifts shall be calculated on the basis of the rate paid for such shift.

20.—Away from Home and Camp Allowance.

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

(b) (i) When a worker is required to live in a tent or hut away from his usual residence or home station he shall be paid a camping allowance of four shillings (4s.) for each working day he is required to hold himself and does hold himself available in a camp throughout the said day, whether or not work is done on the said day. Provided, however, the total amount payable under this provision shall not exceed twenty shillings (20s.) per week.

(ii) Provided further that if suitable accommodation, not being a tent or hut, is provided for a married worker and his dependants there shall be no obligation to pay any allowance under the previous subclause,

(iii) Rent may be charged for any tent or huts or other accommodation supplied, at rates to be fixed or falling agreement as decided by the Board of Reference.

21.—Payment for Travelling Time.

(a) A worker 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) 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.

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

(d) 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 (1) 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.

(e) A worker residing within the suburban area who is required to start work at some place other than his home station within the suburban area shall—

- (i) if notified the previous evening, travel one way from or to work in his own time provided that there is suitable transport available;
- (ii) if not so notified, the worker shall travel both ways in the employer's time.

Linemen and assistant linemen whose depot is situated within a fifteen (15) mile radius of the G.P.O., Perth, shall start and finish their day's work at their respective depots.

The Commission shall provide free travelling from the home station. Provided, however, that no worker sent on relief duty within the suburban area shall claim or be allowed extra travelling time if the station at which he is to work is nearer his residence than his home station.

(f) A worker who is working outside of the metropolitan area, and who is required to start work at some place other than at the depot to which he is attached, or at the camp where he is living shall travel one way from or to work in his own time provided, however, that the worker shall not be required to travel for more than three-quarters (¾ths) of an hour in any one day in his own time.

22.—No Reduction.

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

23.—Preference.

Preference of employment shall be given to members of the Unions party to this Award, provided that any worker or applicant for employment who is a member of another recognised industrial Union and who produces proof of such membership shall be entitled to equal preference. Provided also, that any worker or applicant for employment who is not a member of any of the said Unions shall within fourteen (14) days of commencing employment under this Award make and complete an application for membership of the appropriate Union and provided that any worker who is a financial member of another Union, shall, upon the expiration of his current membership with such other Union, within fourteen (14) days of such expiry, make and complete an application for membership with the appropriate Union party to the Award.

24.—Passes and Privileges.

Workers who were employed by the State Electricity Commission prior to 1st September, 1946, and who have been continuously employed since that date shall continue to receive such passes and privileges as were provided in Award No. 5 and 6 of 1937 as amended and by agreements.

25.—Height Money.

Employees not in receipt of the power station allowance or the gas works allowance prescribed in clause 28 when working on or* from temporary stages, planks or ladders at a height of fifty (50) feet or more above the ground floor level shall be paid one and sixpence (1s. 6d.) per day extra whilst so employed.

This clause shall not apply to linemen.

26.—Board of Reference.

(a) The Court appoints for the purpose of the Award 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 Award the function of—

- (i) classifying and fixing wages, rates and conditions for any machine, occupation or calling not specifically mentioned in the Award;
- (ii) Adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of the Award or any of them;
- (iii) Deciding 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 vocations referred to in this Award and/or for different districts.

(c) The provisions of the regulation 106 of the Industrial Arbitration Act, 1912-1952 (Appeal from Board) shall be deemed to apply to any Board of Reference appointed hereunder.

27.—Right of Entry.

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 such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

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

28.—Allowances, Special Provisions, etc.

- (1) A casual hand shall be paid ten per cent. (10%) in addition to the minimum rate specified.
- (2) Reasonable change room lockers and washing facilities shall be provided for the workers.
- (3) Confined space—6d. per hour extra shall be paid to workers when working in "confined spaces" which means: a compartment or space the dimensions of which necessitate a worker working in a stooped or otherwise cramped position or without proper ventilation.
- (4) Use of Protective Articles.—(a) Goggles, glasses, aprons and gloves, or other efficient substitutes therefore shall be available for the use of any worker engaged in welding or any 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 employment shall return the same to the Commission.

(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, aprons or gloves or substitutes issued to such firstmentioned worker, and if the same are lent both the lender and the borrower shall be deemed to be guilty of wilful misconduct.

(e) Before goggles, glasses, aprons and gloves, or any such substitute which have been used by a worker are re-issued by the Commission to another worker they shall be effectively sterilised.

(5) No lineman shall be allowed to work off the ground without an assistant.

(6) Workers using a drill and/or fractuer shall receive a second grade lineman's rate while using the drill and/or fractuer.

(7) (i) Linemen, their assistants and meter fixers shall be provided with oilskins and sou-westers every two (2) years.

(ii) Linemen shall be supplied with one pair of rubber knee or ankle boots every three (3) years.

(iii) A lineman, after twenty (20) years' service as a lineman, and over fifty-five (55) years of age, who is not able to perform his usual occupation as a lineman, and who is engaged on work under this Award which provides a lesser rate of pay shall retain his linemen's rate of pay whilst so engaged.

(iv) Linemen in the city maintenance gang while working on mains, maintenance or erection of steel poles within the area bounded by Spring Street, George Street, the railway line, Lord Street, Victoria Avenue and the Swan River shall be paid one shilling (1s.) per day extra.

(v) All meter fixers shall be supplied with tool bags.

(vi) All tools required by meter fixers, linemen and their assistants shall be supplied by the Commission.

(vii) Employees working with outside line gangs shall be attached, where possible, to the gang nearest his place of residence.

(8) Workers when temporarily using tar or joderlite or engaged on concrete work shall be paid one shilling (1s.) per day extra, provided that this shall not be applied to a worker whose margin already provides for this work.

(9) (i) Workers covered by this Award shall be supplied with two (2) sets of overalls annually after six months' continuous service.

(ii) Each worker shall sign an acknowledgment on receipt thereof, and on leaving his employment shall return same to the Commission.

(iii) During the time they 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.

(10) (i) Tradesmen, wiremen and/or apprentices in the fourth and fifth year of their apprenticeship, and assistants under the direct control of the power production engineer, employed in operating power houses of installed capacity of 12.5 megawatts or more, on maintenance and operation of such power stations shall be paid twenty shillings (20s.) per week extra and apprentices other than in their fourth and fifth year of apprenticeship, ten shillings (10s.) per week extra.

(ii) Any worker (including an apprentice in his fourth or fifth year) employed on maintenance at the gas works shall be paid five shillings (5s.) per week extra. Apprentices other than those in their fourth and fifth year shall be paid three shillings (3s.) per week extra.

(iii) The allowances prescribed in subclauses (i) and (ii) hereof shall be deemed to include all allowances contained in clause 28.

(iv) 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.

29.—Leading Hands.

Leading hands placed in charge of—

(a) not less than three and not more than ten (10) other workers, shall be paid fifteen shillings (15s.) per week extra;

(b) more than ten (10) and not more than twenty (20) other workers, shall be paid thirty shillings (30s.) per week extra;

(c) more than twenty (20) other workers, shall be paid forty-five shillings (45s.) per week extra.

30.—Apprentices.

(a) The employment of apprentices shall be governed by the Court's Standard Apprenticeship Regulations.

(b) Apprentices shall be allowed to the following trades:—

Blacksmith.

Mechanical fitter.

Turner and machinist.

Electrical fitter.

Electrical installer.

Coppersmith.

Pattern maker.

Instrument maker.

Motor mechanic.

(c) An apprentice on satisfactorily passing his first year examinations shall be supplied for his sole personal use, a basic kit of tools and each year on satisfactorily passing his trade examination shall have his kit augmented. On completion of the apprenticeship he shall retain the tools.

31.—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 the 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 Commission 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 him by the secretary of the Union requiring his wage to be again fixed in the manner prescribed by this clause.

32.—Liberty to Apply.

Liberty is reserved to any party to apply for amendment of clause 11 (Public Holidays) and the Wages Schedule.

Wages Schedule.

Basic Wage Per Week—	£	s.	d.
Within a fifteen mile radius from the G.P.O., Perth	13	5	2
Outside a radius of fifteen miles from the G.P.O., Perth, but within the South-West Land Division	13	2	11
Outside the South-West Land Division but below the 27th parallel of south latitude	13	2	8

Classifications—	Margin Per Week.		
	£	s.	d.
(1) Patternmaker	4	17	6
(2) Scientific instrument maker (when employed as such)	4	10	0
(3) Cable joiner	3	12	6
(4) Welder	4	2	6
(5) Instrument fitter	4	2	6
(6) Blacksmith in workshops	3	17	6
(7) (a) Fitter (electrical)	3	15	0
(b) Fitter (others)	3	15	0
(8) Turner	3	15	0
(9) Motor mechanic	3	12	0
(10) 1st class machinist	3	15	0
(11) 2nd class machinist	2	10	0
(12) 3rd class machinist	1	15	0
(13) Armature winder	3	15	0
(14) Rigger (power station)	3	15	0
(15) Installer	3	7	6
(16) Lineman, 1st grade, with more than three years' experience as a lineman	3	6	0
(17) Second grade, with less than three years' experience and in- cludes a trainee in line school	3	0	0
(18) Lineman's assistant	1	4	0
(19) Brush and commutator attend- ant	2	15	0
(20) Meter tester— First grade	2	15	0
Second grade	2	5	0
(21) Meter fixer	2	17	6
(22) Pole erecting equipment oper- ator	1	19	0
(23) Tradesman's assistant	1	4	0
(24) All others			Nil
Apprentices— Year.			Per Cent. of Male Basic Wage.
First year			30
Second year			45
Third year			60
Fourth year			80
Fifth year			100

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

Dated at Perth the 21st day of January, 1957.

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

Filed at my office this 21st day of January, 1957.

(Sgd.) F. E. McCAW,
Acting Clerk of the Court.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 7A of 1956.

Between Federated Ship Painters and Dockers' Union of Australia (West Australian Branch) Union of Workers (Applicant) and the Minister for Works, the Minister for the North-West and the Fremantle Harbour Trust Commissioners (Respondents).

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now therefore the Court pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling it hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Ship Painters and Dockers (W.A.) Government Employees' Award" and shall replace Part II of Award No. 82 of 1947.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Hours of Labour.
5. Meal Hours.
6. Work During Meal Hours.
7. Meal Money.
8. Meal Hour Ferry Service.
9. Rates of Pay.
10. Special Rates.
11. Dirty or Obnoxious Work and Cleaning Vessels after Obnoxious Cargoes.
12. Non-Accumulation of Special Rates.
13. Overtime.
14. Saturday and Sunday Work.
15. Rest Periods.
16. Payment of Wages.
17. Higher Duties.
18. Annual Leave.
19. Public Holidays.
20. Sick Leave.
21. Long Service Leave.
22. Preference.
23. Working in Water.
24. Lighting and Ventilation.
25. Ships' Crews.
26. Prevention of Accidents.
27. Protective Clothing and Equipment.
28. Accommodation.
29. Board of Reference.
30. Contract of Service.
31. Definitions.
32. Term.

3.—Area and Scope.

This Award shall apply to permanent ship painters and dockers employed by the Minister for Works on the North and South slipways, the Minister for the North West in respect of men employed in the State Shipping Service Maintenance Workshop and on State vessels and in respect of men employed in the Harbour and Light Workshop, the Fremantle Harbour Trust Commissioners in respect to men employed in the Sailmakers' Workshop.

Provided that this Award shall not apply to workers covered by any other Award or Industrial Agreement of the State Arbitration Court.

4.—Hours of Labour.

(a) Forty (40) hours shall constitute a week's work. The ordinary working hours shall not exceed eight (8) per day, Mondays to Fridays inclusive, to be worked from 8 a.m. to 5 p.m.

(b) (i) Any employer may require a worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

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

5.—Meal Hours.

The following times shall be the prescribed meal times:—

Breakfast—7 a.m. - 8 a.m., except when a worker is ordered in to work at or after 7 a.m. Provided that when a worker is ordered in to work between the hours of 6 a.m. and 7 a.m. his breakfast time shall be from 8 a.m. to 9 a.m.

Dinner—12 noon - 1 p.m., except during slipping or unslipping operations, when the time may be extended to any one hour between 12 noon and 2 p.m.

Tea—5 p.m. to 6 p.m.

Supper—Any one hour between 11 p.m. and 1 a.m., except when work commences at midnight or later.

6.—Work During Meal Hours.

So far as is possible and expedient, work shall not be performed during prescribed meal times. If, however, workers are required to work during prescribed meal times, payment shall be made at the rate applicable for the main body of workers employed.

7.—Meal Money.

(a) Men required to work overtime in excess of two (2) hours, unless the necessary meals are provided by the employer, shall, not less than three (3) hours before the commencement of work on the day upon which such overtime is to be worked, be given notice of the employer's intention to work overtime. If such notice is not given, or if the overtime of which notice has been given is not worked, each employee concerned shall be paid three shillings and sixpence (3s. 6d.) for each meal occurring in such overtime hours. Men working in the stream shall also, in their own time, if adequate meals are not provided, be provided with transport to and from the ferry landing.

(b) When men are ordered in to dock or shift a vessel at 7 a.m. they shall not be entitled to a break for a meal before noon, but if they are ordered in at any time before 7 a.m. they shall have an hour for breakfast not later than 8 a.m.

8.—Meal Hour Ferry Service.

Men working on vessels moored at the river or at anchor in the river shall also, in the employee's time, if adequate meals are not provided by the employer, be provided with transport to and from the ferry landing or North Wharf.

9.—Rates of Pay.

	£	s.	d.
(a) Basic Wage—Metropolitan Area	13	6	3
(b) Margins—			
(i) Maintenance Workshop, State Shipping Service—			
(a) Maintenance Men	1	19	6
(b) When employed as Gangers	3	5	0
(c) Wire splicers and canvas workers	2	18	0
(ii) North and South Slipways—			
(a) Sliphands	1	19	6
(b) Cradleman — North Slipway	2	10	0
(c) Cradleman when em- ployed as ganger	3	5	0
(d) Ganger—South Slip- way	4	5	0
(iii) Fremantle Harbour Trust—			
(a) Wire splicers and canvas workers	2	18	0
(b) Man in charge	3	15	0
(iv) Harbour and Lights Depart- ment—			
(a) Maintenance man	1	19	6

10.—Special Rates.

The following rates, additional to the rates set out in Clause 9 of this Award, shall be paid for the classes of work set out hereunder, viz.:—

- (a) (i) Work in bilges, fuel or oil tanks, molasses tanks, or sanitary tanks—1s. 6d. per hour.
- (ii) Work in smokeboxes, boilers, bunkers, furnaces, uptakes, inside the casing of internal combustion engines, under boilers or under tunnels—1s. 6d. per hour.
- (b) (i) Work in peaks, ballast tanks, fresh water tanks, air tight compartments, refrigerating chambers when operating, between boilers and ship's side, in tunnels (except that portion of a tunnel used as a workshop), limbers, chain lockers, coffer dams, caissons or in any compartment or space, access to which is through a manhole or similar opening—1s. per hour.

(ii) Carrying ashes on ships, removing composition or cement flooring, handling manure, or repairing insulation—1s. per hour.

(c) Spray painting, sand blasting, tarring of vessels or applying fiintoote, rosbonite or res Q steel—

(i) If working in a confined space—1s. 6d. per hour.

(ii) Otherwise—1s. per hour.

(d) Using pneumatic chipping machines—

(i) on ship's side or deck—4d. per hour.

(ii) Under ship's bottom—8d. per hour.

(iii) For concrete breaking—8d. per hour.

(e) Work in a compartment of a ship when pneumatic machines are being used on the outside of that compartment—2d. per hour in addition to any other extra rate to which the worker may be entitled.

Provided that no such pneumatic machine shall be used in any confined place, entrance to which is gained through a manhole or other similar opening, except in cases where the conditions are such as to render the work incapable of performance except with the use of pneumatic machines, in which case such machines may be used for such extra rates as may be agreed upon. Failing agreement as to the necessity for the use of such machines or as to the rate to be paid, the same shall be determined by a Board of Reference.

11.—Dirty or Obnoxious Work and Cleaning Vessels After Obnoxious Cargoes.

Work which is unusually obnoxious or of an objectionable nature and for which no other special rates are prescribed, shall be paid an extra amount as agreed upon between the representative of the employer and of the Union. If no agreement can be reached, the matter shall be referred to the Board of Reference for decision. No stoppage of work shall take place pending such decision. If in any case for which special rates are prescribed the Board of Reference decides that there exists any obnoxious, nauseating or objectionable feature to a degree which is exceptionally and unreasonably abnormal or unusual for such type of work, the Board may award such extra rate as it thinks fit for such work, in addition to those set out in Clause 10 of this Award.

12.—Non-Accumulation of Special Rates.

Except in regard to payments under subclause (e) of Clause 10 of this Award, where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely the highest, for the disabilities so prevailing.

13.—Overtime.

(a) (i) Except as prescribed in paragraph (ii) of this subclause and Clause 14 of this Award, overtime shall mean all time worked before or after the usual starting or finishing time of the day and shall be paid for at the rate of time and one-half for the first four (4) hours and double time thereafter, such double time to continue until the completion of the work.

(ii) An employee required to commence work at or after midnight and before 7 a.m. on any day other than a Sunday shall be paid at the rate of double time from the time of actual commencement until 7 a.m. and thereafter at ordinary rates for all time worked between that hour and the completion of eight (8) hours' work for that day and thereafter at the rates fixed in paragraph (i) of this subclause.

(b) Broken Time: In the calculation of any working time, any portion of an half hour shall be paid as for an half hour.

14.—Saturday and Sunday Work.

(a) Except as prescribed in paragraph (ii) of subclause (a) of Clause 13, time worked on a Saturday shall be paid for at the rate applicable for

the main body of workers employed. Except for the purpose of completing a job and then only for a limit of two (2) hours, no work shall be performed between noon on Saturday and midnight on Saturday, unless expressly required to work in conjunction with tradesmen, as crane attendants, or to clear a ship.

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

15.—Rest Periods.

Rest periods shall be granted to workers in accordance with the customs applying in the establishment where the work is performed.

16.—Payment of Wages.

Wages shall be paid on Friday of each week or on the last working day, as the case may be. Times shall be made up to the previous Wednesday (inclusive).

17.—Higher Duties.

Any worker carrying out work classified at a higher minimum than his ordinary work for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift. Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate, he shall be paid his ordinary rate for the whole shift.

18.—Annual Leave.

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

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

(c) A worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve (12) months' continuous service, in which case, should the services of such worker terminate or be terminated prior to the completion of twelve (12) months' continuous service, the said worker shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the termination of his services.

(d) (i) Subject to paragraph (ii) when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no 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.

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

(e) 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.

(f) Any worker who may resign or be dismissed from the service for any cause, other than for peculation 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 peculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(g) 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 required.

(h) "Ordinary wages" for the purpose of sub-clause (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.

19.—Public Holidays.

(a) Except as hereinafter provided each of the following days, or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely—New Year's Day, Australia Day (26th January), Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Queen's Birthday or Picnic Day (if held on a day mutually arranged between the Union and the employer), Christmas Day and Boxing Day.

(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 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.

(c) 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.

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

(e) Payment shall not be made for any holiday which occurs whilst a worker is off duty owing to leave without pay or sickness, including accidents, off duty, excepting time for which he is entitled to sick pay.

(f) When a worker is on duty or available for duty on the whole of the working day immediately preceding a holiday, or resumes duty or is available for duty on the whole of the working day immediately following a holiday, as prescribed in subclause (a), he shall be paid for such holiday.

20.—Sick Leave.

(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, 1912-1952.

(c) No worker shall be entitled to the benefits 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.

(e) (i) Periods of service of less than one (1) month shall not be included as service for the computation of sick leave.

(ii) Periods of one (1) month and over shall be totalled and payment for sick leave computed on the total of such service during the year.

21.—Long Service Leave.

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

22.—Preference.

Preference of employment shall be given to members of the Union available, willing and qualified to perform the work to be done. Provided, that any worker or applicant for employment who is not a member of the said Union shall within fourteen (14) days of commencing employment under this Award, make and complete an application for membership of the said Union, and provided that any worker who is a financial member of another recognised industrial union shall, upon the expiration of his current membership with such other union, within 14 days of such expiry, make and complete an application for membership with the said Union.

23.—Working in Water.

Employees shall not be required to go into water to scrub bottoms of vessels, nor shall they be required to commence painting on the bottom until the part of the dock or slip on which they are required to stand has been swept. Men shall not be required to go into the tanks, or punts, while there is water in them, unless it is to remove or clear out the water.

24.—Lighting and Ventilation.

The employer shall provide an efficient system of lighting and ventilation on all jobs, where necessary.

All manhole doors to be removed from tanks and boilers while men are working in them.

25.—Ships' Crews.

Bona fide members of the ship's crew, whether on articles or not, shall not be debarred from carrying out any duties in connection with cleaning, chipping, painting, or scraping of any vessel above light float line, that they have hitherto been accustomed to perform.

26.—Prevention of Accidents.

(a) Men shall not be required to use long handle brushes, brooms or scrapers on swinging stages of single plank width in dry docks or slips.

(b) Stage planks shall be of suitable strength and shall be fitted with life lines. Life lines shall be extended the full length of the staging. Chipping machines shall only be used on the outside of vessels where there is a free current of air.

27.—Protective Clothing and Equipment.

(a) Goggles and medical pads for use as respirators, oilskins, gumboots, sou' westers and gloves shall be supplied where the nature of the employment is such as to warrant their respective use.

(b) All protective clothing and equipment shall at all times remain the property of the employer and shall be returned at the finish of each job or on the occasion of a fresh issue being made.

28.—Accommodation.

(a) Accommodation shall be provided for men to change their clothing and where the custom of the establishment provides, five (5) minutes shall be allowed the men to clean their hands at each break. Suitable material including hot water and soap or cleaning paste shall be provided for the purpose. Hot water shall be provided at all meal times.

(b) Men engaged in cleaning out oil tanks or bilges, when the work is of an exceptionally dirty nature, shall be allowed a reasonable time to cleanse themselves, and shall be provided with hot water for that purpose.

29.—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.

30.—Contract of Service.

(a) The employment shall be weekly and a week's notice on either side shall be given to terminate engagement or a week's wages paid in lieu. However, this shall not affect the right to dismiss for misconduct, and in such cases, wages shall be paid up to the time of dismissal only.

(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 the "Sick Leave" clause, or such absence is on account of holidays to which a worker is entitled under the provisions of this Award. Provided further that 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.

31.—Definitions.

"Union" means the Federated Ship Painters' and Dockers' Union of Australia (West Australian Branch) Union of Workers.

32.—Term.

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

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 1st day of February, 1957.

[L.S.]

R. V. NEVILLE,
President.

Filed at my office this 1st day of February, 1957.

(Sgd.) F. E. McCRAW,
Acting Clerk of the Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 21 of 1956.

Registered 27th November, 1956.

THIS Agreement made in pursuance of the "Industrial Arbitration Act, 1912-1952" this 14th day of November, One thousand nine hundred and fifty-six, between the Mayor and Councillors of the Municipality of Kalgoorlie, the Mayor and Councillors of the Municipality of Boulder and the Chairman and Members of the Kalgoorlie Road Board (hereinafter called "the employer"), of the one part, and the Eastern Goldfields Municipal and Roads Board Labourers' Union of Workers (hereinafter called "the union") of the other part, witnesseth

that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "Municipal Outside Workers' (Kalgoorlie Municipal Council, Boulder Municipal Council and Kalgoorlie Road Board) Agreement" and shall replace Agreements Nos. 12 of 1937 as amended, 6 of 1952, and 1 of 1939 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope and Area.
4. Term.
5. Wages.
6. Hours.
7. Overtime.
8. Public Holidays.
9. Sick Pay.
10. Aprons.
11. Overalls.
12. Wet Days.
13. Mixed Functions.
14. Services Not Required.
15. Order of Employment.
16. Contracts Let by Council.
17. Annual Leave.
18. Notification of Leave.
19. Preference to Unionists.
20. Long Service Leave.
21. First Aid Outfit.
22. Full Payment for Day's Work.
23. Inspection of Time Sheets.
24. Working Plods.
25. Reducing Hands.
26. Seniority.
27. Rights and Privileges.
28. Drinking Water.
29. Interpretation Clause.
30. Camping Out Allowance.
31. Conciliation Committee.

3.—Scope and Area.

This agreement shall apply to workers provided for in Clause 5 hereof employed on all works and undertakings carried out by the employer in the Municipality of Kalgoorlie, Municipality of Boulder and Kalgoorlie Road Board.

4.—Term.

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

5.—Wages.

The minimum rates of wages which shall be paid by the employer shall be:—

(a) Basic Wage—At the rate of £13 2s. 8d. per week.

(b) Classifications—

Sanitary Workers—	Margin Per Week.		
	£	s.	d.
1. Leading Hand Stageman	3	3	6
2. Men engaged clearing sewer blockages	1	9	6
3. Men engaged cleaning septic tanks—			
(a) when employed thereon continuously for a week or longer	6	4	6
(b) when employed thereon for less than a week of 40 hours	4	14	6
4. Men driving sanitary van (motor)	3	4	0
5. Men driving slop cart	3	4	0
6. All employees engaged collecting and disposing of night soil, urine, slops, and in the performance of work particularly appertaining thereto	2	8	6

General—

	£	s.	d.
7. Driver of rubbish truck collecting street rubbish	2	18	6
8. Rubbishmen	2	4	6
9. Driver of diesel roller	2	5	6
10. Driver of petrol or kero. roller	2	5	6
11. Driver of steam roller	2	13	0
12. Rock crusher man	2	2	0
Leading hand (Works Dept.)	2	2	0
13. Motor Truck Drivers	2	0	6
14. Heavy truck drivers (in excess of 6-ton capacity), 2s. 6d. per ton per week additional to margin.			
15. Labourers	1	5	0
16. Gardeners	1	19	0
17. (a) Light grader and overhead and front-end loader drivers	3	3	6
(b) Heavy grader and excavator drivers	3	13	5
18. Jack Hammermen and pneumatic drillmen	1	18	0
19. Men in charge of concrete kerbing gang	1	15	8
20. Power mower driver	1	10	0
21. Vibrating roller operator	1	10	0

(c) Sewerage treatment works attendants

Percentage of Basic Wage.

(d) Junior workers in parks and gardens—

Under 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	70
Between 19 and 20 years of age	80
Between 20 and 21 years of age	100

(e) Casual hands shall receive 1s. per day above rates specified for such work.

(f) (i) Men working with hot or cold tar, bitumen, colas or other road making compounds, to receive 2s. per day dirt money above their ordinary rate.

(ii) Men operating hot or cold bitumen mixing plant to receive 2s. 6d. per day dirt money above their ordinary rate.

(g) Workers covered by classification (6) shall be paid 2s. per day when engaged tarring pans.

6.—Hours.

(a) Except as hereinafter provided the hours of labour for all workers shall not exceed forty (40) hours per week, eight (8) hours per day from Monday to Friday inclusive. The starting time shall be from Monday to Friday inclusive, 7.30 a.m. and work shall continue, with one (1) hour intermission for dinner, until 4.30 p.m.

(b) Sanitary Workers.—The hours of labour shall not exceed forty (40) per week. On Mondays to Fridays inclusive, the hours of all sanitary workers shall not exceed eight (8) hours per day, commencing at a time arranged by the sanitary manager as most suitable to meet, from time to time, the exigencies of the several services; provided that such work shall not start before 5 a.m. and shall continue with one hour or half an hour intermission for dinner as may be mutually arranged between the sanitary manager and the workers and shall finish not later than 4.30 p.m.

It is especially agreed that from April 1st to October 1st, starting time shall be varied for work not to start before 6 a.m.

(c) Sewerage Treatment Works Attendants.—The hours of labour shall not exceed forty (40) hours per week to be worked between the hours of 6 a.m. - 9 p.m., Monday to Friday inclusive, and between 6 a.m. - 8 p.m. Saturdays and Sundays, provided that no worker shall be required to work on more than twelve (12) days per fortnight.

7.—Overtime.

(a) All time worked in excess of the hours stated herein, each day's work to stand by itself, shall be considered as overtime and shall be paid for at

the following rates: The first two (2) hours after the ordinary time for ceasing work, time and a half, and double time thereafter. Any worker called back to work after leaving the job, at the completion of the hours set out herein, after a lapse of a period of one (1) hour or more, shall be paid at double time rates for all the time worked until the ordinary time for recommencing work.

(b) All time worked on Sundays shall be paid for at double time rates. Sundays for the purpose of this clause shall be from midnight Saturday to midnight Sunday. This subclause shall not apply to sewerage treatment works attendants.

8.—Public Holidays.

(a) The following days, or the days observed in lieu, shall be allowed as holidays to all workers except casual workers, without deduction of pay, namely: New Year's Day, Labour Day, Cup Day when falling on a Wednesday, Christmas Day and Boxing Day.

(When any of these holidays fall on a Saturday or Sunday, the following Monday or Tuesday to be observed as a holiday.)

(b) Workers required to work on any of such days shall be paid at the rate of double time.

(c) This clause shall not apply to sewerage treatment works attendants.

9.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

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

10.—Aprons.

Not more than two (2) aprons per year to be supplied for the use of all workers in the sanitary department if required.

11.—Overalls.

(a) Goggles and respirators to be provided for men employed at the rock crushing plant or on bituminous sprays. Not more than two (2) pairs of rubber boots to be supplied to stagemen per year if required. Not more than two (2) suits of overalls and two (2) pairs of boots to be provided for men working with tar, colas, or any other tar compounds per year if required.

(b) Sewerage treatment works attendants to be provided with thigh boots and elbow gloves when working in wells and knee boots when working on the plant.

12.—Wet Days.

The employer shall provide work for workers electing to work during wet weather but the employer shall not be required to supply oil skins to such workers.

13.—Mixed Functions.

In the case of a worker taking the place of a higher paid worker or doing work classed at a higher rate of wage he shall be paid the higher rate of wage for the time during which he is actually so engaged.

If employed at the higher rate of wage for two (2) or more hours in any one day, he shall be paid at the higher rate for the whole of that date.

14.—Services Not Required.

In the event of a worker turning up to work at the usual starting time, and finding his services are not required, he shall be paid for two (2) hours at the ruling rate.

15.—Order of Employment.

In the event of the full complement of men not being required, men shall be employed in rotation. This clause only to apply when it is not the intention of the employer to permanently shorten hands.

16.—Contracts Let by Council or Road Board.

In all contracts let by the Council or Road Board for work to be performed, the rates of pay and conditions of work, as set out in this Agreement, shall be embodied in the conditions of contract.

17.—Annual Leave.

(a) Except as hereinafter provided a period of three (3) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer. Provided that the period of leave shall in the case of sewerage treatment works attendants be five (5) weeks.

(b) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid: Provided that this subclause shall not apply to sewerage treatment works attendants.

(c) If after one (1) month's continuous service in any qualifying twelve monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-quarter of a week's pay at his ordinary rate of wage in respect to each completed month of continuous service: Provided that in the case of sewerage treatment works attendants such payment shall be five-twelfths (5/12ths) of a week's pay at his ordinary rate of wage.

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

(e) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (c) of this

clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(f) 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.

(g) 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.

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

18.—Notification of Leave.

Notification of annual leave shall be given to workers entitled thereto at least 30 days before the commencement of such leave.

19.—Preference to Unionists.

All men becoming employees of the Council or Road Board shall become members of the Eastern Goldfields Municipal and Roads Board Labourers' Union of Workers within three (3) weeks of commencing work: this clause not to apply to men employed on relief or emergency works.

20.—Long Service Leave.

(a) All workers shall after each period of ten (10) years' continuous service as permanent full time workers thereof be entitled to three (3) months' long service leave to be taken at the convenience of the employer.

(b) In calculating the length of service of any present worker for the purposes of this clause the following shall be deemed to be continuous service as a permanent full time worker of the Municipality or Road Board:—

(i) Continuous service with the Municipality or Road Board as a permanent full time worker immediately prior to the date hereof and after the 1st day of June, 1936.

(ii) In the case of a worker employed by the municipality or road board on a permanent full time basis immediately prior to entering thereon continuous full time service with the Armed Forces of the Commonwealth of Australia, between the 3rd day of September, 1939, and the 3rd day of March, 1947.

(c) Absence on account of sickness shall not be deemed a break in the continuity of service and periods of absence on account of sickness up to but not exceeding three (3) months' duration in any one year shall be included in the period of service.

(d) Workers due to take long service leave shall be paid their salary or wages for the period thereof at the rate equivalent to the average daily rate of pay over the preceding twelve (12) months.

(e) Any worker leaving the service of the Municipality or Road Board on account of sickness or retrenchment, or for any other cause which the Municipality or Road Board in its discretion thinks reasonable after three (3) years or more continuous service as a permanent full time worker since the date of commencement of service or since the date on which such worker last became entitled to long service leave hereunder as the case may be and the personal representatives of any deceased employee who dies after a period of service as aforesaid shall be entitled to be paid at the rate hereinbefore provided for such proportion of three (3) months as such period of service as aforesaid bears to ten (10) years.

(f) Long service leave shall be considered as a special period of recuperation after a lengthy term of service with a view to fitting the worker for a further term, and during such leave no worker shall undertake any form of employment for hire

or reward. Any contravention of the stipulation in this subclause contained shall entitle the Municipality or Road Board to dismiss the worker from its service forthwith.

21.—First Aid Outfit.

The employer shall at depots provide a first aid outfit for the use of workers and shall from time to time keep same renewed and in proper order.

22.—Full Payment for Day's Work.

After beginning a day's work, workers shall not be paid for less than a full day's work, unless they leave of their own accord, or are dismissed for misconduct.

23.—Inspection of Time Sheets.

A duly accredited official of the Union shall be allowed to inspect the time and pay sheets relating to any workers affected by this Agreement and take extracts therefrom.

24.—Working Plods.

Every worker shall fill out a working plod showing the different jobs he has been employed on during the day, and the hours occupied on each job and the rate of pay appertaining to same.

25.—Reducing Hands.

Should the occasion arise to reduce the number of men employed, the employer in selecting those to be retained shall give full weight to the consideration of length of service, and all things being equal, shall retain those who have been longest in the employ of the employer: this clause shall not apply to workers of less than twelve (12) months standing.

26.—Seniority.

All things being equal, seniority to be given consideration for all positions for promotion, or positions carrying a higher rate of pay.

27.—Rights and Privileges.

Any worker who may be at the date of signing of this Agreement in receipt of a higher rate of pay for his particular class of work than is herein prescribed, or in receipt of any privilege or allowance, other than herein provided, shall not suffer by reason of this agreement, and any reduction in the amount which the worker was receiving above the rate prescribed in this agreement or loss of any privilege or allowance.

28.—Drinking Water.

The employer shall provide free, sufficient drinking water for all workers working away from the depot.

29.—Interpretation Clause.

For the purpose of this Agreement, unless the context otherwise indicates, the terms used shall be interpreted or defined as follows:—

(a) Men cleaning septic tanks.—To mean men actually engaged in cleaning out septic tanks and soak wells, not merely engaged pumping effluent from wells and other receptacles.

(b) Rubbishman.—Means one who collects rubbish which has been deposited by householders in boxes or other utensils, also rubbish thrown in the streets, or in any right-of-way, but does not drive the truck.

(c) Casual Hand.—Means one who is employed by the employer for less than one (1) week.

30.—Camping Out Allowance.

When a worker is working outside a radius of seven (7) miles from the local authority in which he is employed, he shall be paid 7s. 6d. per day in addition to his ordinary wage, as camping out allowance.

Drinking Water.—The employer shall provide free, sufficient drinking water for all workers working away from home.

Tent Accommodation.—The employer shall provide housing or tent accommodation of the following dimensions for its workers when working outside a radius of seven (7) miles from the local authority in which he is employed:—

For one man a tent 6ft. x 8ft. with suitable fly.

For two men a tent 8ft. x 10ft. with suitable fly.

Workers to pay 1s. per week for the use of same.

Shifting Camp.—All shifting of camp to be done in employer's time.

Travelling Time.—In the case of employment at a distance of seven (7) miles from the registered office of the local authority, all the time during which the worker is travelling to and from the place of employment shall be treated as time off duty, and paid for in addition to time of actual work. This clause to mean starting work on a new job and returning to the employer's office on completion of such work.

When going to a job in the bush, all reasonable goods and camping outfits to be collected at their homes and delivered at their homes on completion of the job.

Workers to visit homes at week-ends.—When men are working over a radius of seven (7) miles from the office of the Local Authority, a truck to be provided for the purpose of obtaining stores at Kalgoorlie or Boulder, at the week-ends.

Workers to have the right of returning to their homes in same, in rotation, to the capacity of the said truck.

Workers to be conveyed to and from work.—When working five (5) miles or more, but under seven (7) miles from the office of the local authority, men to be conveyed both ways by the local authority in the local authority's time, or to be allowed travelling time.

31.—Conciliation Committee.

In the event of any new class of work being introduced, not provided for in this agreement, or adjustment of any matters of difference which may arise between the parties to the agreement, a conciliation committee, consisting of three members, one from each local authority and three members of the Union, with an independent chairman, shall meet and decide on the rates of pay, or on such difference.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

The Common Seal of the Eastern Goldfields Municipal and Roads Board Labourers' Union of Workers, was hereunto affixed in the presence of—

W. LEHMAN.
R. T. McKERLIE.

The Common Seal of the Municipality of Kalgoorlie was hereunto affixed in the presence of—

R. G. MOORE.
G. O. EDWARDS.

The Common Seal of The Boulder Municipal Council was hereunto affixed in the presence of—

T. A. GILLESPIE.
C. L. McLEHENEY.

The Common Seal of The Kalgoorlie Road Board was hereunto affixed in the presence of—

A. CRUICKSHANK.
A. E. RASMUSSEN.

INDUSTRIAL AGREEMENT

No. 22 of 1956.

Registered 3rd December, 1956.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this Twenty-eighth day of November, One thousand nine hundred and fifty six, between the Federated Engine Drivers and Firemen's Union of Workers of Western Australia (hereinafter called "the Union") of the one part and the Mayor and Councillors of the Municipality of Kalgoorlie (hereinafter called "the employer") of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Engine Drivers' (Kalgoorlie Municipal Council) Agreement.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Wages.
6. Payment of Wages.
7. Hours.
8. Overtime.
9. Shift Work.
10. Maximum Rate.
11. Payment for Sickness.
12. Holidays.
13. Annual Leave.
14. Long Service Leave.
15. Mixed Functions.
16. Full Payment for Shift.
17. Aged and Infirm Workers.
18. Inspection of Time Sheets.
19. First Aid.
20. Casual Hands.
21. Breakdowns.

3.—Area and Scope.

This Agreement shall operate over the area covered by the electric generating station owned and controlled by the Kalgoorlie Municipal Council.

4.—Term.

The term of this Agreement shall be for a period of three (3) years from midnight, 27th November, 1956.

5.—Wages.

The minimum rates of wages payable under this Agreement shall be as follows:—

	Per Week.
	£ s. d.
(a) Basic Wage	13 2 8
(b) Adults—	
(i) Engine Drivers	2 5 0
(ii) Oiler and Cleaner	1 15 0
(c) Allowances—	
An engine driver required to attend dynamos and switch board shall be paid the following allowances in addition to the margin in subclause (b) hereof in respect to each day or part thereof so engaged:—	
	Per Day.
	s. d.
Dynamo attendance	3 0
Switchboard attendance	1 6
(d) Juniors—	
	Percentage of Basic Wage Per Week.
Under 17 years of age	50
Over 17 years of age and under 18	60
Over 18 years of age and under 19	70
Over 19 years of age and under 20	85
And thereafter the wages prescribed for adults.	

6.—Payment of Wages.

(a) The wages set out in Clause 5 are to be paid under a contract of daily service.

(b) Payment of wages shall be fortnightly. Pay day shall be on a Friday and the pay period to end on the Tuesday preceding such pay day. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one (1) hour of ceasing work or within one (1) hour of the opening of the office if such was closed at the time of his ceasing work.

7.—Hours.

Forty (40) hours shall constitute a week's work to be worked in five (5) shifts of eight (8) hours each, inclusive of crib time. Provided that this clause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty (80) hours per fortnight.

8.—Overtime.

(a) A worker called upon to work a sixth shift in any week shall be paid at the rate of time and a half. This subclause shall not apply to oilers and cleaners except insofar as a shift in excess of 10 per fortnight is concerned.

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

(c) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, with the consent of the company, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(d) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day worker) after 5.30 p.m. whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

(e) Notwithstanding anything contained in this Agreement:—

(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 Agreement, or 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 of this subclause.

9.—Shift Work.

(a) All work performed during the ordinary hours of duty on Saturday shall be paid for at the rate of time and a quarter and on Sunday at the rate of time and one half.

(b) A worker employed on any shift other than day shift between midnight Sunday and midnight Friday shall be paid five per cent. (5%) in addition to his ordinary rates.

10.—Maximum Rate.

Notwithstanding anything contained in this Agreement to the contrary, no time of duty whatsoever shall be required to be paid for at more than double time rates.

11.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half day for each completed month of service: Provided that payment for absence

through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

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

12.—Holidays.

(a) The following days, or the days observed in lieu, shall be allowed as holidays to all workers except casual workers without deduction of pay, namely Easter Monday, Labour Day, Cup Day when falling on a Wednesday, Christmas Day and Boxing Day. Provided that any worker who does not present himself for work (if required) on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holidays unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance or misconduct.

(b) All work performed on any of the holidays in subclause (a) hereof shall be paid for at the rate of time and one half.

13.—Annual Leave.

(a) (i) Except as hereinafter provided a period of four (4) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(ii) The quantum of annual leave to be allowed to a worker shall, for service prior to the 28th November, 1956, be calculated in accordance with the provisions of the Agreement applicable before that date, and for service subsequent to the 28th November, 1956, in accordance with the provisions of this subclause.

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

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

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

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

(f) 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.

(g) 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.

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

14.—Long Service Leave.

(a) All employees shall after each period of ten (10) years' continuous service as permanent full time employees thereof be entitled to three (3) months' long service leave to be taken at the convenience of the employer.

(b) In calculating the length of service of any present employee for the purposes of this clause the following shall be deemed to be continuous service as a permanent full time employee of the Municipality.

(i) Continuous service with the Municipality as a permanent full time employee immediately prior to the date hereof and after the 1st day of June, 1936.

(ii) In the case of an employee employed by the Municipality on a permanent full time basis immediately prior to entering thereon continuous full time service with the Armed Forces of the Commonwealth of Australia, between the 3rd day of September, 1939, and the 3rd day of March, 1947.

(c) Absence on account of sickness shall not be deemed a break in the continuity of service and periods of absence on account of sickness up to but not exceeding three (3) months' duration in any one year shall be included in the period of service.

(d) Employees due to take long service leave shall be paid their salary or wages for the period thereof at the rate equivalent to the average daily rate of pay over the preceding twelve (12) months.

(e) Any employee leaving the service of the Municipality on account of sickness or retrenchment, or for any other cause which the Municipality in its discretion thinks reasonable after three (3) years or more continuous service as a permanent full time employee since the date of commencement of service or since the date on which such employee last became entitled to long service leave hereunder as the case may be and the personal representatives of any deceased employee who dies after a period of service as aforesaid shall be entitled to be paid at the rate hereinbefore provided for such proportion of three (3) months as such period of service as aforesaid bears to ten (10) years.

(f) Long service leave shall be considered as a special period of recuperation after a lengthy term of service with a view to fitting the employee for a further term, and during such leave no employee

shall undertake any form of employment for hire or reward. Any contravention of the stipulation in this subclause contained shall entitle the municipality to dismiss the employee from its service forthwith.

15.—Mixed Functions.

Any worker carrying out work classified at a higher minimum than his ordinary rate for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift. Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate, he shall be paid his ordinary rate for the whole of the shift.

16.—Full Payment for Shift.

(a) After beginning a shift, workers shall not be paid less than for a full shift, unless they leave of their own accord, or are dismissed for misconduct. This shall not apply in matters beyond the control of the management.

(b) If, before a worker leaves the works at the end of his shift, and because he is not so informed, he attends at the next shift willing to work it, and there is no suitable work which he is allowed to perform he shall be paid the wages he would have been entitled to if he had worked the shift he was ready and willing to work. This shall not apply in matters beyond the control of the management.

(c) If a worker, after having attended his place of employment, is sent home and instructed to attend at some subsequent later shift, he shall be paid two (2) hours at ordinary time for his first attendance if he complies with such instruction.

17.—Aged and Infirm Workers.

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

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

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

18.—Inspection of Time Sheets.

A duly accredited official of the Union shall be allowed to inspect the time and pay sheets relating to any workers affected by this Agreement and take extracts therefrom.

19.—First Aid.

The Council shall at depots provide a first aid outfit for the use of employees and shall from time to time keep same renewed and in proper order.

20.—Casual Hands.

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

21.—Breakdowns.

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

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

The Common Seal of the Federated Engine Drivers and Firemen's Union of Workers of Western Australia was hereunto affixed in the presence of—

R. A. BRANSON,
President.

D. E. MAGUIRE,
Secretary.

The Common Seal of the Municipality of Kalgoorlie was hereunto affixed in the presence of—

R. G. MOORE,
G. O. EDWARDS.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 31 of 1956.

Between the W.A. Government Tramways, Ferry and Bus Officers' Union of Workers, Perth, Applicant, and the General Manager of Western Australian Government Tramways and Ferries, Respondent.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the above-named parties:—

Award.

1.—Title.

This Award shall be known as the "Tramway and Ferry Officers' Award" and replaces Award No. 66 of 1951, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term of Award.
4. Area and Scope.
5. Hours of Duty.
6. Overtime.
7. Sunday Time.
8. Leave of Absence—Annual.
9. Absence Without Pay.
10. Long Service Leave.
11. Sick Leave.
12. Meal Allowance.
13. Resignations and Retirements.
14. Reduction in Staff.
15. Promotions.
16. Temporary Clerks.
17. Acting in Higher Capacities.
18. General.
19. Passes.
20. Payment of Salaries.
21. Guaranteed Week.
22. Rates of Pay.
23. Classification of Offices and Officers.
24. Board of Reference.

3.—Term of Award.

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

4.—Area and Scope.

This Award shall apply to all officers employed in the Western Australian Government Tramways and Ferries, except the General Manager and officers covered by the Australasian Transport Officers' Federation and/or the Association of Railway Professional Officers of Australia,

5.—Hours of Duty.

(a) (i) Officers in head offices, clerks employed at car barn, rolling stock superintendent's office, chit issue clerk, thirty-seven and a half (37½) hours per week exclusive of Sundays, spread over five (5) or six (6) days at the option of the General Manager.

(ii) Receiving clerks, thirty-seven and a half (37½) hours per week exclusive of Sundays to be worked in five (5) or six (6) shifts spread over five (5) or six (6) days at the option of the General Manager.

(iii) Traffic running staff who work shift work, forty (40) hours per week exclusive of Sundays, to be worked in five (5) shifts spread over six (6) days, Monday to Saturday inclusive. The night staff supervisor's daily hours shall be worked as a straight shift in five (5) days spread over six (6) days, Monday to Saturday inclusive.

(iv) All other officers to work forty (40) hours per week exclusive of Sunday duty spread over five (5) or six (6) days at the option of the General Manager.

(b) (i) The hours of duty of officers referred to in subclause (a) (i) of this clause shall be:—

Where a five day week is worked: Monday to Friday, 8.30 a.m. to 5 p.m., with an interval of one (1) hour for lunch.

Where a six day week is worked: Monday to Friday, 9 a.m. to 5 p.m., with an interval of one (1) hour for lunch; Saturday, 9 a.m. to 11.30 a.m.

(ii) The hours of duty, Monday to Saturday, as specified in paragraph (i) may be varied in such manner as is mutually agreed upon between the General Manager and the Union.

(c) Traffic running staff shall not be booked up for duty until they have 12 hours off duty, except to facilitate rotation of shift from Saturday to Sunday.

(d) All shifts shall be completed within 10 hours; half-day shifts to be completed within five hours as from time of first signing on duty to final time of signing off duty.

(e) Traffic officers' shifts shall rotate weekly as far as practicable.

(f) Inspectors rostered for duty at a point where provision for meal relief is not practicable shall work a through shift inclusive of meal time.

(g) Signing on depots for officers shall be Head Office, 514 Hay Street; Car Barn, East Perth; Permanent Way Depot, East Perth; Ferries Office, or any similar depot as may be established during the currency of this Award; after consultation with the Union.

(h) Inspectors shall not be required to work more than five (5) hours fifteen (15) minutes without a meal relief, except in cases of unforeseen circumstances. The minimum time of booking off for a meal shall be forty-five (45) minutes.

6.—Overtime.

(a) Overtime shall mean all time worked in excess of the recognised working hours in any one week, and can only be claimed under the following conditions:—

Less than 30 minutes—not to be paid for.

Thirty minutes and up to 37 minutes—half an hour.

Thirty-eight minutes and up to 52 minutes—three-quarters of an hour.

Fifty-three minutes and up to 67 minutes—one hour.

Sixty-eight minutes and up to 82 minutes—one hour and a quarter.

Eighty-three minutes and up to 97 minutes—one hour and a half and thereafter on a similar basis.

(b) Subject to subclause (g) of this clause overtime shall be paid at the rate of time and a half.

(c) In computing the number of hours worked per week, time absent on sick leave and holidays, when paid for, shall be treated as time worked.

(d) The recognised hours of duty shall be as laid down in clause 5 (a) and (b).

(e) An officer who during the currency of his normal rostered hours is notified to perform relief work which extends his daily hours on duty beyond the finishing time of his normal rostered hours shall be paid for such extended hours at the rates as laid down in subclauses (b) and (1) of this clause.

(f) All time worked on Saturday shall be paid for at time and a half ($1\frac{1}{2}$) provided that the extra rate shall not apply to such officers who finish duty by 1 a.m. on Saturday.

(g) Any periods up to five (5) minutes on any day are not to count in the week's total. The first two (2) hours' overtime or any portion thereof in any one day may be adjusted in the week's total. Such adjustment shall take place by being brought on later or booked off earlier, but any overtime beyond the two (2) hours will stand alone and be paid for at the rate of time and a half ($1\frac{1}{2}$).

(h) Any officer in receipt of salary in excess of the maximum of the second class shall not be entitled to overtime pay. Provided that where non-payment of overtime to any officer in receipt of a salary in excess of the maximum of second class would create an anomaly, overtime shall be paid under the provisions of this clause. Provided also that the amount payable to the higher class officers as overtime shall not exceed an amount calculated on the rate applicable to the maximum of the second class.

(i) The general manager may require any officer to work reasonable overtime at the overtime rates provided under the Award and officers shall work overtime in accordance with such requirements.

(j) No organisation, party to the Award, officer or officers covered by this Award, shall in any way either 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 (i) above.

(k) The provision of subclause (i) and (j) above shall remain in operation only until otherwise determined by the Court.

(l) All time worked in excess of a spread of twelve (12) hours shall be paid for at the rate of double time.

(m) Overtime worked on specials between the hours of 1 a.m. and 5.30 a.m. shall be paid for at the rate of double time with a minimum of two (2) hours. Time so worked shall not be included in the week's work.

(n) Sub-foremen when "called out" outside the usual working hours to attend to breakdowns or derailments shall be paid for the first four hours at the rate of time and a half with a minimum of two (2) hours at that rate and after four hours at the rate of double time.

(o) (i) The time on which a penalty rate has been paid on a daily basis will not be subject to the penalty rate on a weekly basis.

(ii) 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.

7.—Sunday Time.

(a) Sunday time shall stand alone and be paid for at the rate of double time.

(b) The following shall be the scale for calculating Sunday time:—Any officer brought on duty on Sunday shall be paid a minimum of a quarter ($\frac{1}{4}$) day's pay at the rate applicable to the day.

(c) For the purpose of calculating the hourly rate, the fortnight's salary shall be divided by twice the number of the usual weekly hours worked and as defined in clause 3 (a) (i), (ii), (iii) and (iv).

(d) Work done on Christmas Day and Good Friday shall be paid for at the rate of time and a half, plus a day in lieu.

8.—Leave of Absence—Annual.

(a) After 12 months' continuous service all officers shall be entitled to paid annual leave of two weeks and public holidays or days in lieu thereof.

(b) Leave of absence shall be calculated to the close of each financial year, excepting for subforemen whose leave of absence shall be calculated to the close of the calendar year, and shall be paid for at the salary the officer is in receipt of at the time such annual leave is taken.

(c) (i) Officers shall ballot for order in which their leave is to be taken.

(ii) The Department not later than the 1st of July in each year shall post a roster showing the names of officers who will be booked off duty on each of the succeeding months up to 30th June in the following year. This roster shall not be departed from except for reasons of sickness, accident, or traffic requirements or other circumstances not foreseeable at the date of preparing the roster.

(iii) Subject to approval of the General Manager any officer may exchange dates with another within the section he is employed.

(iv) When surplus staff is available the department shall have the right of booking additional officers off on annual leave provided the officer concerned is agreeable to clear the leave.

(d) In urgent cases leave in addition to the foregoing may be granted without pay for a period not exceeding six months. Any public holidays falling due during the period in which an officer is on leave without pay shall not be paid for.

(e) All officers shall be given one month's notice of the actual date leave is to be taken.

(f) Holidays may, subject to the approval of the General Manager, be allowed to accumulate for two years.

(g) The next of kin of a deceased officer shall be granted payment of pro rata annual leave to the date of the decease of the officer.

(h) Officers working a five (5) day week shall, when clearing days in lieu of public holidays worked, be debited with days on a five (5) day basis irrespective of the day of the week the office does not normally work.

(i) Should any public holidays occur during the time an officer is on paid annual leave a day shall be added to his annual leave.

(j) Subject to the proviso hereto, any officer with more than six months' service who may resign or be dismissed from the service, shall be entitled to receive payment for any holidays pro rata up to the time of leaving the service: Provided that, if an officer be dismissed for being under the influence of liquor or for drunkenness he shall be entitled to be paid for such leave, if any, as was due up to the 30th June previous, and, if dismissed for speculation, tampering with ticket issues, or manipulation of the books of the Department, he shall not be entitled to payment of any holidays.

9.—Absence Without Pay.

Any term in excess of three months an officer is absent from duty from any cause without pay shall not for any purpose be included as part of such officer's period of service.

10.—Long Service Leave.

(a) The General Manager shall grant to any officer who has continued on the salaried staff for 10 years, long service leave for three calendar months on full pay or six calendar months on half pay. For the subsequent period of 10 years the same conditions shall apply, and thereafter for every seven years similar leave shall be granted.

(b) Service prior to attaining the age of 18 years shall not count in computing long service leave.

(c) Any public holidays occurring during the period in which an officer is on long service leave will be calculated as portion of the long service leave, and extra days in lieu thereof shall not be granted.

(d) If a deceased officer leaves a widow, dependent children, mother or invalid sister, payment pro rata of long service leave up to the date of such officer's death shall be granted to such dependent or dependents.

(e) (i) Officers regressed to the wages staff and re-appointed to the salaried staff, or appointees from wages to salaried staff shall, for the purpose of this clause, be treated as if the whole of their service had been served on the salaried staff; subject to the proviso that officers who had less than 10 years' salaried service but more than 10 years' wages and salaried service combined as at the 1st January, 1927, shall be entitled to the first period of leave as from that date.

(ii) For the next period of leave the qualifying service shall be 10 years from the 1st January, 1927, and for subsequent leave the qualifying service shall be seven years from the 1st January, 1937.

(f) Any officer who resigns or is retired from the service, except as provided for in subclause (g), shall be paid for long service leave due at the time of resignation or retirement. The time of resignation or retirement means the last day such officer worked.

(g) Any officer who retired or is retired upon reaching the retiring age, or through ill-health, shall be paid for long service leave pro rata to date of retirement.

(h) An officer dismissed from the service shall not be entitled to payment in respect of long service leave other than for leave that has accrued due to him prior to that date of the offence for which he was dismissed.

(i) A female officer resigning from the service for the purpose of getting married, and who has been continuously employed for three years and over, shall be granted payment pro rata of her long service leave at the date of retirement, subject to the proviso in subclause (b).

(j) Officers shall be given at least one month's notice of long service leave.

11.—Sick Leave.

(a) Any officer who is incapacitated for duty in consequence of illness or injury shall, as soon as possible, advise his superior officer in sufficient time to admit of arrangements being made for the performance of his duties. Any such officer who fails to do so shall be treated as absent without leave.

(b) Any officer so incapacitated for duty shall also notify his superior officer in sufficient time of the date on which he will be able to resume duty, to enable any necessary arrangements to be made.

(c) Should the absence be prolonged beyond two days, the officer shall forward to his superior officer on the third day thereof a certificate from any legally qualified medical practitioner, showing the nature of the illness and the probable duration.

(d) Any officer who finds that he is unable to resume duty on the expiration of the period shown in the first certificate shall thereupon furnish a further certificate and shall continue to do upon the expiration of the periods respectively covered by such certificates: Provided, however, that the maximum period between the dates of furnishing any two medical certificates shall be 14 days.

(e) In cases where incapacity for duty is obvious to the head of the branch, he may relieve the officer of the necessity for providing medical certificates.

(f) Any officer shall, if so directed, present himself for examination by a medical officer, at such time and place as may be fixed.

(g) Any officer who has been absent for three days (not continuous) in one financial year shall, if instructed by his superior officer, furnish a medical certificate for absences of one day only.

(h) (i) The basis for determining the sick leave which may be granted to a permanent officer shall be ascertained by crediting the officer with the following periods, such sick leave to be cumulative:—

	Leave on Full Pay Weeks.	Leave on Half Pay Weeks.
On date of permanent appointment	1	$\frac{1}{2}$
On completion of 6 months' service on permanent staff	1	$\frac{1}{2}$
On completion of 12 months' service on permanent staff	2	1
On completion of each additional 12 months' service on permanent staff	2	1

(ii) To determine the sick leave for which a permanent officer is eligible, the sick leave that has been granted during his permanent service at rates of full pay and half pay respectively shall be deducted from the periods ascertained under the provisions of paragraph (i) of this subclause, provided that in the event of departmental records not being available right back to the commencement of an officer's salaried service, the figure to be used as the amount of sick leave granted to such officer during the service of which there is no record, shall be ascertained by applying a formula agreed between the general manager and the Union.

(iii) After deduction has been made as provided in paragraph (ii) of this subclause, the period remaining at each rate of pay shall be the leave of absence for which the officer is eligible at the date of application provided—

(a) that if after such deduction an officer with less than six months' service on the date of commencement of this subclause would at that date have less than one week on full pay and one-half week on half pay to his credit, then his credit at that date shall be increased to those amounts;

(b) that if after such deduction an officer with not less than six months' service on the date of commencement of this subclause would at that date have less than two weeks' on full pay and one week on half pay to his credit, then his credit at that date shall be increased to those amounts, but any credit in excess of the required minimum under the heading of either full pay or half pay shall be applied in reduction of any debit under the other heading or used to establish the required minimum credit under that heading.

(iv) The maximum period allowable with pay in respect of any continuous absence shall not exceed 39 weeks on full pay and 22 weeks on half pay.

(v) Where an officer has been granted 61 weeks' continuous leave with pay he shall not be entitled to receive further leave with pay until he has completed a period of duty of not less than four weeks.

(vi) Debits for sick leave granted shall be on the basis of a working week or a part of a working week and shall include all public holidays occurring during the period of sick leave, provided that where an officer resumes duty on a day immediately succeeding a public holiday then the leave shall be regarded as expiring on the working day preceding such holiday.

(vii) If an officer falls sick while on annual leave and produces at the time satisfactory medical evidence that he is unable to leave the house, he may, with the approval of the general manager, be granted at a time convenient to the general manager, additional leave equivalent to the period of sickness falling within the rostered period of annual leave, provided that the period of sickness is at least one week. Subject to sick leave credits, the period of certified sickness shall be paid for and debited as sick leave.

(viii) An officer absent on approved long service leave, leave without pay, or an officer who is stood down in pursuance of the provisions of clause 28 of this Award, shall not be eligible for sick leave under this clause during the currency of such approved leave or stand down.

(i) (i) An appointee from the wages staff to the salaried staff shall be permitted to retain his sick leave credit at the time of his permanent appointment to the salaried staff or be credited with one week's sick leave on full pay and one-half week's sick leave on half pay, in accordance with subclause (h) (i), whichever is the greater credit.

(ii) In lieu of the provisions of subclause (h) paragraphs (i) to (v), temporary clerks as provided for in clause 14 shall be credited with sick leave (which shall be cumulative) as under:—

- (a) Officers with six (6) or less than six (6) months' service—nil.
- (b) Officers with more than six (6) months' service—one week on full pay for each completed six (6) months' service.
- (c) If a temporary officer is subsequently appointed in a permanent capacity, he shall be permitted to retain his sick leave credit at the time of his permanent appointment, or be credited with one week's sick leave on full pay and one half week's sick leave on half pay, in accordance with subclause (h) (i), whichever is the greater credit.

(j) Such leave may be granted in one or more periods, but the aggregate amount of leave on pay provided for must not be exceeded.

(k) No payment shall be made for any absence due to an officer's own fault, neglect, or misconduct.

(l) Indisposition not necessitating confinement to the house will not be regarded as illness in respect of which leave of absence will be granted under this section, excepting under special circumstances, to be approved by the General Manager.

(m) Where an officer is absent as the result of an accident which occurred on duty and is entitled to compensation in accordance with the provisions of the Workers' Compensation Act, and is due for sick leave on full pay, half the period of absence only shall be debited against sick leave. Officers due for sick leave on half ($\frac{1}{2}$) pay shall not be granted sick leave when in receipt of compensation.

12.—Meal Allowance.

(i) Where an officer required to work after his usual finishing time cannot be reasonably expected to go to his home or lodging for a meal, he shall, subject to the approval of the General Manager, be allowed any expense in obtaining a meal up to a maximum of six shillings (6s.). This clause will not operate where the excess time does not exceed one hour.

(ii) In special cases as approved by the General Manager, expenditure on a meal up to a maximum of six shillings (6s.) shall be allowed.

(iii) The maximum payment for purchase of a meal in accordance with subclause (i) and (ii) shall be reviewed in January and June of each year.

13.—Resignation and Retirements.

(a) No officer shall leave the department until the expiration of one month's written notice of his intention so to do, without the approval of the General Manager.

(b) One calendar month's notice in writing shall be given by the General Manager to any such officer whose services are no longer required.

(c) In the event of either the General Manager or the office failing to give the prescribed notice, salary shall be paid or forfeited, as the case may be, to the extent by which the actual written notice given falls short of the four (4) weeks' notice. Salary so forfeited by the officer may be deducted from any salary due to such officer at the time of his leaving the service of the General Manager: provided that where both parties agree to the acceptance of notice of less than four (4) weeks, no penalty shall be imposed.

14.—Reduction in Staff.

If at any time the staff may be reduced, the following shall be the course adopted with regard to the re-employment of retrenched officers, viz.:—

- (a) As vacancies occur the officers retrenched shall, in order of seniority of service, have the offer of re-employment in any position in the department for which they are qualified.
- (b) Any officer having left the department on account of retrenchment and being re-employed within 12 months shall be credited with the period of former service.

15.—Promotions.

(a) Promotion and the selection of any officer to act in a higher position shall be governed by relative ability, suitability, record and experience. If everything else is deemed equal, the senior officer shall be selected for promotion.

(b) As a general rule, officers and employees of the section in which the vacancy occurs will be promoted to the higher position, but the General Manager may, when he considers it advisable for the good of the service, select an officer from one section for position in another, either in the same or in a higher range.

(c) When considered necessary, a person from outside the service may be appointed to any position in the service; provided there is not an officer in the service capable of filling the position.

(d) No officer shall refuse compliance with any order directing his transfer from one position to another, but if on appeal the General Manager is satisfied that the objection is sound then such officer shall not be penalised.

(e) An officer desiring to be passed over in the event of promotion being offered shall, if his request is acceded to, forfeit all claim to promotion for two years, but if good and sufficient reasons be given the General Manager, he may restore such claim.

(f) All officers promoted to a higher position shall be subject to a probationary period of six months and paid the minimum rate of salary assigned to the range to which they are promoted. At the end of such period the head of the branch shall report to the General Manager as to the fitness of the officer for the higher position; if the report is satisfactory the appointment will be confirmed as from the date of taking up the duty; if unsatisfactory, the officer will be provided for at the same salary as he was in receipt of prior to the period of probation in the higher position: Provided that, where an officer has been in receipt of a salary equivalent to such minimum for 12 months or over, he shall be paid the intermediate rate; if receiving such salary for a period of less than 12 months, the advance to the intermediate rate shall be made 12 months from the date he received the salary equal to the minimum.

(g) Should a vacancy occur while an officer is on leave, he shall be deemed to have made application for such vacancy, and shall be considered for such position.

(h) All vacancies and new positions shall be notified to the staff by a notice exhibited on the salaried staff notice board in the head office and all depots where salaried officers are employed for at least seven days prior to filling of such vacancy or new position.

(i) The Union shall be notified of all promotions and/or new appointments within 14 days of such promotion and/or new appointment.

16.—Temporary Clerks.

(a) Temporary clerks shall not be engaged without the approval of the General Manager in any position classified above a margin of the maximum unclassified grade.

(b) The provisions of clauses 3, 4, 5, 6, 9, 10, 16 and 17 will apply to temporary clerks.

(c) The provisions of clause 11, provided that the notice to leave received and given shall be one week in lieu of one calendar month, shall apply to temporary clerks.

- (d) The rate of pay shall be—
 First six months—Basic wage plus margin, 50s. per week.
 After six months—Basic wage, plus margin, 55s. per week.

17.—Acting in Higher Capacities.

(a) When an officer, other than a relief officer, performs the duties of a position classified higher than his designated position, he shall be paid the minimum salary attached to the higher position, whilst so engaged, provided that he has served an initial qualifying period in such position for a term exceeding seven (7) days continuous or fourteen (14) days broken before receiving the higher rate. In the case of a relief officer in class seven (7) or higher class this subclause shall apply when he has served in the higher position for a qualifying period of seventeen (17) weeks continuous or broken not necessarily in any one (1) year. Payment of the higher rate shall commence as from the expiration of the qualifying period aforesaid.

(b) An officer called upon to occupy a higher position temporarily shall be entitled to increments as though he had been permanently promoted to such position: Provided that in the case of the first increment the officer shall have performed higher duties for twelve (12) months continuous or broken period; provided further, that the officer shall be entitled to receive a second increment if he shall have performed the higher duties two (2) years continuous or broken period. Absences on annual leave, long service leave or sick leave on pay shall be counted as service, provided the officer resumes in the same or another higher position.

18.—General.

(a) The word "Officer" where used in this Award shall, unless inconsistent with the text, mean male or female employees covered by this Award.

(b) Officers may, on obtaining approval from their superior officer, exchange shifts.

(c) Rosters shall be posted on Friday noon showing the shift of officers for the following week's work.

(d) Officers shall be allowed to wear glasses on duty and when passing the eyesight test.

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

(f) Should the general manager require an officer to wear uniform, the uniforms shall be supplied to the officer free of cost.

(g) "Married officer" does not include a married officer whose wife and family are neither resident with nor dependent upon him but includes a single officer who has a parent or child solely dependent upon him and resident in the State of Western Australia.

19.—Passes.

(a) Pass available over the tramway and ferry systems shall be issued to all officers.

(b) When an officer is on leave a pass available for the period of such leave over the tramway and ferry systems shall be issued in favour of his wife and members of his family under eighteen (18) years of age unmarried: Provided that they are resident with and dependent upon him for support.

(c) Upon request the pass may be issued at a subsequent date where the pass is not desired during the period the officer is clearing leave.

(d) A duplicate of a pass lost or otherwise not accounted for may be issued at the absolute discretion of the general manager.

20.—Payment of Salaries.

(a) Salaries shall be paid fortnightly on each alternate Friday, except where the usual pay day falls on a public holiday, when payment shall be made on the previous Thursday.

(b) A day's salary shall be calculated as one-tenth (1/10th) of a fortnight's salary in the case of officers working a five (5) day week and one-twelfth (1/12th) of a fortnight's salary in the case of an officer working a six (6) day week.

(c) The salary for a fortnight shall be computed by dividing the yearly rate by three hundred and thirteen (313) and multiplying the result by twelve (12).

21.—Guaranteed Week.

(a) The general manager shall normally guarantee to each officer a full week's work, but if during any period by reason of any action on the part of any section of his workers, or for any cause beyond his control, he finds himself unable to carry on either wholly or partially the complete running of trams, buses, workshops, or other normal operation, the general manager shall be entitled notwithstanding any implications, arising from the provisions of section 45 (i) of the Western Australian Government Tramway and Ferries Act, 1948, to employ only such officers (if any) he considers can be usefully employed and for such hours only as he considers necessary, and during such period no officer shall be paid except for such time as shall be actually worked by him; provided that officers who are required to attend for work and do so attend on any day shall be paid a minimum of one day's pay at ordinary rates.

(b) An officer stood down in accordance with the foregoing provision shall not lose any sick leave or other rights or privileges to which such officer would ordinarily be entitled provided that this provision does not entitle an officer to payment for any public holiday falling during such period of stand down.

22.—Rates of Pay.

The basic rate as referred to in this Award shall be that as determined from time to time by the State Court of Arbitration. Basic wage: males, £13 5s. 2d.; females, £8 12s. 4d.

(a) Juniors.—The salaries of all male officers under the age of 21 years shall be:—

	Per Cent. of Basic Wage.
Under 16 years of age	45
At 16 years of age	55
At 17 years of age	70
At 18 years of age	85
At 19 years of age	95

Above Basic Wage.
£

At 20 years of age
 50 |

(b) Junior Female Clerks.

	Per Cent. of Female Basic Wage.
Under 17 years of age	72½
At 17 years of age	87½
At 18 years of age	100

Above Female Basic Wage.
£

At 19 years of age
 40 |

At 20 years of age
 90 |

(c) Adults.—Adult male officers shall be classified into the ranges shown in clause 23.—Officers (other than juniors) occupying all other positions will be paid the salary set forth in the following range, viz.:—

	Margin Above Basic Rate Per Annum. £
At 21 years of age or 1st year of adult service	110
At 22 years of age or 2nd year of adult service	135
At 23 years of age or 3rd year of adult service	165
At 24 years of age or 4th year of adult service	190
At 25 years of age or 5th year of adult service	215
At 26 years of age or 6th year of adult service	240
At 27 years of age or 7th year of adult service	265

(i) Provided that, if an adult officer is retained on the maximum margin of the above range, viz., £265 per annum, for three (3) years and has not refused promotion to a higher class, and the head of the branch certifies that such officer is eligible and would be recommended for promotion on the grounds of good conduct and efficiency, he may be paid, on the approval of the general manager, an allowance of £20 per annum. An officer will be deemed to have refused promotion, when, in the opinion of the general manager, he has failed to apply for promotion for which he is eligible within his own section, without reasonable excuse which shall be limited to health and/or family reasons.

(ii) A male officer unclassified or male junior officer who is a married officer within the meaning of the definition of this Award, shall on the approval of the general manager, be paid an allowance equivalent to the next higher grade than the rate of pay according to age or year of adult service within a maximum margin inclusive of such allowance of £265 per annum over the basic rate.

(d) Adult Female Clerks.—The salaries of all adult female clerks shall be:—

	Margin Above Female Basic Wage. £
At 21 years or 1st year of adult service	130
At 22 years or 2nd year of adult service	155
At 23 years or 3rd year of adult service	175
At 24 years or 4th year of adult service	195
At 25 years or 5th year of adult service	215

In addition to the appropriate margin in the foregoing schedule, allowances shall be paid as follows:—

- (i) The senior typist and/or confidential typist at the rate of £52 per annum.
- (ii) Ledger posting machinist at the rate of £26 per annum.
- (iii) A female officer who has been retained on the maximum margin prescribed in sub-clause (d) for a period of three years may be paid, on the approval of the general manager, an allowance of £20 per annum.

(e) In the event of the Court of Arbitration increasing the ratio of the female basic wage to the male basic wage, the margins herein prescribed for females shall be adjusted as follows:—

- (i) Where the margin prescribed for adult females is equal to or greater than the increase in the female basic wage, such margin shall be automatically reduced by the same amount as the basic wage is so increased.
- (ii) Where the margin prescribed for adult females is less than the increase in the female basic wage such margin shall be automatically deleted.
- (iii) In the case of junior female workers the percentage of the female basic wage and the margins prescribed shall be automatically reduced by a sum and/or percentage sufficient to enable the rates to remain constant.

(f) Officers occupying the position set forth in clause 23 shall be paid a salary not less than the minimum provided for the class in which such position has been classified: Provided that, where an officer has been on the minimum intermediate or maximum of his class, he shall be advanced to the equivalent range under clause 23. Officers who are classified on range of salary outside the schedule of salaries shall be advanced similarly to those coming under the general schedule. Provided that the foregoing provisions of this sub-clause shall not apply to any specified position which has been reclassified.

(g) Advancement from minimum to maximum of any class, including male junior and female junior and adult scales, shall be by yearly increment: Provided such advancement shall be approved by the general manager upon satisfactory report from the head of branch in which the officer is employed, of his or her conduct, diligence and efficiency, and provided also, that the advancement in salary shall not be granted to an officer if the general manager determines that such officer has not performed his or her duties satisfactorily for the preceding 12 months, or that such officer has been guilty of misconduct which, in the opinion of the general manager, justifies postponement or refusal of the advancement.

(h) An officer who is unable from any cause to perform the duties of his position, and is in consequence provided with employment in another position in a lower range, shall, unless the general manager directs otherwise, be paid the maximum rate for the range in which he has been provided.

(i) The rates of pay for all officers shall be adjusted in accordance with the basic wage declaration of the State Court of Arbitration, provided that the basic wage payable shall be the nearest multiple of five pounds (£5) to the result obtained by multiplying the State basic wage by fifty-two and one-sixth (52 1/6th).

(j) Nothing in this Award shall be deemed to limit the power of the general manager to pay any officer at a higher rate than that prescribed in any case where he may consider the same to be merited or warranted by the officer occupying such position.

(k) Nothing in this classification shall lower the rate of salary any officer was in receipt of at the coming into force of the Award.

23.—Classification of Offices and Officers.

(a) The classification of offices and officers employed by the Western Australian Government Tramways and Ferries and the fixing of salaries of officers shall be vested in the General Manager, subject to the right of appeal as provided in sub-clause (c) hereof.

(b) In making a classification under this clause the General Manager shall classify an officer according to the class of work required to be performed and shall adhere to the salary scales provided in this Award.

(c) An Appeal Board consisting of a chairman, mutually agreed upon between the parties to this Award, and two representatives, one to be nominated by each of the parties, shall be set up, as may be required from time to time, to hear and determine any appeal by a member of the Union—

- (i) who is classified under paragraph (i) of sub-clause (d) of this clause, against a decision of the General Manager in respect to the title, classification or reclassification of such member of the Union;
- (ii) whose salary is prescribed under paragraph (ii) of sub-clause (d) of this clause, against a decision of the General Manager in respect to the title or salary of such member of the Union.

The time within which written notice of appeal shall be lodged with the General Manager shall be one (1) month after the publication of such title, classification, reclassification or salary.

The decision of the Board shall be final and binding on all parties.

(d) (i) The following classes and grades shall apply to classified officers:—

	Salary Range Margins.	
	£	£
8th class	725	770
7th class	635	680
6th class	545	590
5th class	455	500
4th class	400	430
3rd class	365	380
2nd class	335	350
1st class	305	320

- (ii) Officers other than the above shall be paid according to the following scale:—

	Salary Range	
	Margins.	
	£	£
Chief Inspector	545	590
Instructor Inspector	455	—
Inspectors	400	—
Night Supervisor	400	—
Despatchers	365	380
Sub-inspector	320	330
Ferries Master	400	430
Sub - Station Technician	325	350
Sub-Station Attendants	205	215
Stationery Hand	170	—
Assistant Stationery Hand	104	—
Sub-foreman Automotive	425	465
Subforeman Trolley-bus	425	465
Subforeman Electrical	425	465
Subforeman Car Builder	425	465
Subforeman Painter	405	445

Schedule of Classification.

(e) Existing positions and classifications shall remain pending a general reclassification by the General Manager. Provided that payment in accordance with such general reclassification shall date as from the date of the delivery of this Award.

24.—Board of Reference.

(a) The Court appoints, for the purpose of this Award a Board of Boards of Reference. Each board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

(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.

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been hereto affixed this 14th day of December, 1956.

[L.S.]

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 42 of 1956.

Between West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Applicant, and Australian Casing Company Pty. Ltd., Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties; and whereas the said dispute was referred into Court for the purpose of hearing and determination; and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner; and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference; and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the

Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Meat Industry (Sausage Casing Manufacturing) Award" and replaces Award No. 4 of 1951.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.
5. Copy of Award.
6. Contract of Service.
7. Casual Workers.
8. Holidays.
9. Annual Leave.
10. Time and Wages Record.
11. First Aid.
12. Hours.
13. Overtime.
14. Meal Hours.
15. Smoke-oh.
16. Absence through Sickness.
17. Clothing Allowance.
18. Oilskins.
19. Junior Worker's Certificate.
20. Junior Workers.
21. Board of Reference.
22. Wages.
23. Under-rate Workers.
24. No Reduction.

3.—Area.

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

4.—Term.

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

5.—Copy of Award.

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

6.—Contract of Service.

(a) Except in the case of casuals, the employment shall be weekly and a week's notice on either side shall be given to terminate engagement or a week's wages paid or forfeited in lieu; should such notice be given before 12 o'clock noon on any day, such day shall be taken as portion of such week. This shall not affect the right to dismiss for misconduct, and in such cases, wages shall be paid up to the time of dismissal only.

(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 the "Sick Leave" clause, or such absence is on account of holidays to which a worker is entitled under the provisions of this Award. Provided further that 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.

7.—Casual Workers.

(a) "Casual worker" shall mean a worker engaged for less than one (1) week.

(b) Casual workers shall be paid at the rate of ten per cent. (10 per cent.) in addition to the rates prescribed in clause 22.

8.—Holidays.

(a) The following days or the days observed in lieu shall, subject to clause 13 hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Union Picnic Day, Christmas Day, and Boxing Day, provided that Queen's Birthday may be taken as a holiday by arrangement between the parties in lieu of Union Picnic Day.

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

(c) Any employees absent from employment on the working day before or the working day after the holiday without reasonable excuse or without the consent of the employer shall not be entitled to payment for the holiday.

9.—Annual Leave.

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

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

(c) If after one month's continuous service in any qualifying 12-monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

10.—Time and Wages Record.

A record or time book shall be kept by the employer in which record or time book shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day and the amount of wages received by him.

The said record or time book shall be open to inspection by the secretary of the Union or any other person authorised in writing by him at any time during the usual office hours and he shall be allowed to take necessary extracts therefrom.

Any system of automatic recording of times by machine shall be deemed to comply with these provisions to the extent of the information recorded.

11.—First Aid.

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

- 3 sterilised dressings for fingers.
- 3 sterilised dressings (assorted sizes, one for hand, one for feet, and one large size).

- 1 tube or pot ung vitamin ata (V.P. 48).
- 6 assorted roller bandages.
- 2 oz. iodine.
- 2 oz. sal volatile.
- 1 triangular bandage.
- 1 roll adhesive tape, 2in.
- Eye drops and brush.
- 1 enamel kidney dish, 8in.
- Medicine glass.
- A.P.C. tablets (24).
- 2 oz. calloodium.

12.—Hours.

(a) Forty (40) hours shall constitute a week's work Monday to Friday inclusive. No working day shall consist of more than eight (8) hours, and the working hours each day shall be consecutive with the exception of the meal hour.

(b) Starting time each day shall be 8 a.m. or may be altered by mutual arrangement between the employer and the Union.

13.—Overtime.

(a) All work performed beyond the daily hours prescribed in clause 12 or on a Saturday, shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All work performed on Sunday or on any of the holidays prescribed in clause 8 hereof, shall be paid for at the rate of double time.

(c) The minimum of overtime to be paid for, if the worker is called to work on Saturday before noon, shall be four (4) hours at the rate of time and a half, and if employed after dinner, eight (8) hours, at the rate of time and three-quarters.

(d) When a worker is required to work during his recognised meal hour he shall be paid at overtime rates, provided that this shall not apply to cases involving completion of work and not occupying more than 15 minutes from the commencement of his lunch hour, in which case his lunch hour shall be extended by fifteen (15) minutes beyond the ordinary time.

(e) Notwithstanding anything contained in this Award—

- (i) an employer may require a 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.

14.—Meal Hours.

(a) One hour or such lesser period of time as may be mutually arranged between the management and the employees at the factory, shall be allowed all workers for the midday meal and one and a half (1½) hours or such lesser period of time as may be arranged between the management and the employees, shall be allowed off duty for the tea break when workers are required to work overtime for more than one (1) hour.

(b) When a worker without being notified on the previous day is required to continue working after the usual finishing time for more than one hour or after 6 p.m. whichever is the later, he shall be provided with a suitable meal or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

15.—Smoke-oh.

All workers under this Award shall be allowed in the forenoon and afternoon a smoke-oh of ten (10) minutes only from the time of ceasing to the time of resumption of work, to be counted as time off duty without deduction of pay, at a time to be mutually arranged between the management and the Union to suit the requirements of each work place.

16.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

17.—Clothing Allowance.

An allowance for necessary clothing, including aprons and rubber boots, shall be made at the rate of two shillings and sixpence (2s. 6d.) per week to all employees; such allowance to be payable weekly or at such longer period as may be mutually agreed upon between the employer and the workers.

18.—Oilskins.

Workers employed as barrowmen shall be supplied with oilskin coats when necessary.

19.—Junior Worker's Certificate.

Junior workers, upon being engaged shall, if required, 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.
- (4) Class of work performed for each previous employer.

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

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate, and the worker alone shall be guilty of a breach of this Award.

20.—Junior Workers.

(a) The work performed by junior workers shall be confined to dry guts, turning middle and bungs, measuring, sizing, salting, work on beef and bung machines and behind scraping machine.

(b) No junior shall do more than (1) one hours scraping per day during the first year.

(c) No junior shall do more than two (2) hours' scraping per day during the second year.

(d) No junior shall do more than three (3) hours' scraping per day during the third year.

(e) No junior shall do more than four (4) hours' scraping per day during the fourth year.

21.—Board of Reference.

(a) The Court may appoint, for the purpose of the Award a Board or Boards of Reference. Each board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties, as prescribed by the regulations.

There are assigned to each such board in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

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

22.—Wages.

(a) Basic Wage—

	Per Week.
	£ s. d.
Within a radius of fifteen (15) miles from the G.P.O., Perth	13 5 2
Outside a radius of fifteen (15) miles but within a radius of thirty (30) miles from the G.P.O., Perth	13 2 11
	Margin
	Per Week.
	£ s. d.

(b) Adults—

Workers on beef or mutton scraping—	
First three months experience in industry	2 8 6
Thereafter	3 15 0

(c) Junior Workers—

	Percentage of Male Basic Wage.
Under 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	62½
18 to 19 years of age	75
Over 19 years of age	Basic Wage

A junior worker commencing work at sixteen (16) years of age or over, without previous experience shall be paid, whilst under twenty-one (21) years of age, as if he were one year younger.

23.—Under Rate Workers.

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

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

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

24.—No Reduction.

No worker who at the time of making this Award is in receipt of a higher wage than that prescribed by this Award for his class of work shall suffer any reduction in wages by reason of this Award.

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

Dated at Perth the 21st day of December, 1956.

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

Filed at my office this 21st day of December, 1956.

(Sgd.) R. BOWYER,
Clerk of the Court.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 of 1955.

Between West Australian Operative Bakers' Union of Workers, Applicant, and Bread Manufacturer's (Perth and Suburbs) Industrial Union of Employers of Western Australia, Respondent.

HAVING heard Mr. T. Neilsen on behalf of the Applicant and Mr. D. E. Cort on behalf of the Respondent, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 72 of 1948, as amended, be and the same is hereby further amended and consolidated in the terms of the attached Schedule.

Dated at Perth this 22nd day of November, 1956.

By the Court

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

Schedule.

1.—Title.

This Award shall be known as the Bakers' (Metropolitan) Award, No. 72 of 1948, as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definitions.
6. Hours.
7. Wages.
8. Overtime.
9. Holidays.
10. Higher Duties.
11. Record.
12. Termination of Employment.
13. Accommodation.
14. Aged and Infirm Workers.
15. Breakdowns.
16. Absence through Sickness.
17. Apprentices.
18. Board of Reference.

3.—Term.

The term of this Award shall be for a period of three (3) years from the beginning of the first pay period commencing after the date hereof. This Award was delivered on the 12th November, 1948.

4.—Area.

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

5.—Definitions.

(a) "Baker" shall mean a person employed in or in connection with the mixing, handling, moulding or baking of dough, or in any general work in connection with a bakehouse.

(b) "Jobber" shall mean a man casually employed for not less than two (2) hours during any one day or night.

(c) "Single Hand" shall mean a baker who is employed in a bakehouse where there is no other person regularly employed in the mixing, handling, or baking of dough, except where the employer regularly and substantially works in the bakehouse.

(d) "Foreman" shall mean a baker who has charge of the work and of one or more workers, including apprentices, in the bakehouse. Where an employer or son of an employer is himself substantially engaged in doing the actual work of an operative baker, and also exercising supervision of the work in the bakehouse, he may be classed as a foreman, but not otherwise.

6.—Hours.

(a) The ordinary hours of work shall be as follows:—

- (i) In an ordinary week forty (40) hours;
- (ii) in a week in which an Award holiday occurs on an ordinary working day, thirty-six (36) hours;

(iii) in a week in which two Award holidays occur on ordinary working days, thirty-two (32) hours

(b) The hours of work each day shall be arranged to suit the requirements of the shop.

(c) Any worker, other than a doughmaker, called upon to make a hand dough or doughs outside the prescribed starting or finishing times for less than the full shift, shall be allowed a minimum of two (2) hours for the first dough, and thereafter the actual time worked, and such time may be deducted from his working hours the following day; otherwise, overtime conditions at doughmaker's rates for overtime shall be paid: Provided, however, that any time necessarily spent in standing by shall be paid for.

(d) Any worker, other than a doughmaker, called upon to make dough or doughs with the assistance of a machine, outside of the prescribed starting and finishing times for less than a full shift, shall be allowed one (1) hour for the first dough containing four hundred and fifty 450 lb. or more of flour, and thereafter shall be allowed the actual time engaged in the work: Provided that any time necessarily spent standing by shall be paid for.

(e) The term of making a dough shall include all work incidental to, preparing for, and finishing off the work of a doughmaker.

(f) For all workers except doughmakers the starting time shall be not earlier than 3 a.m. on Monday and 5 a.m. on Tuesday, Wednesday and Thursday, with a finishing time of not later than 6 p.m. On Friday the starting time shall be not earlier than 5 a.m. with a finishing time not later than 12 noon and a further starting time of not earlier than 8 p.m. nor later than 10 p.m. with a finishing time not later than 12 noon on Saturday.

(g) (i) When a double or treble delivery day falls on a Monday, the starting time shall be not earlier than 12.01 a.m. on that day. When a double or treble delivery day falls on Tuesday, Wednesday, Thursday or Friday, the starting time shall be not earlier than 8 p.m. on the day preceding such double or treble day.

(ii) The starting time following all holidays as provided for in Clause 9 shall be not earlier than 3 a.m. the next following working day.

(iii) When a baker's holiday, other than Christmas Day falls on a Friday work may be commenced not earlier than 8 p.m. on that day.

(h) A jobber shall not be engaged for less than two (2) hours in any one day, except when engaged in doughmaking, and shall be paid his rail or tram fare outside a radius of one (1) mile from the General Post Office, Perth, or the Post Office, Fremantle.

(i) There shall be no fixed starting or finishing time for doughmakers, but forty (40) hours shall constitute a week's work.

(j) Except as hereinafter provided, no worker other than a doughmaker shall be allowed on the employer's premises more than one (1) hour prior to the starting time. In the case of defective fermentation or other unavoidable cause, or through the breakdown of the employer's machinery or for any other cause beyond the control of the employer, workers may attend and be employed upon all necessary work for a period up to but not exceeding one (1) hour prior to the starting time: Provided that the employer and/or his foreman shall be allowed on the employer's premises and may work for one (1) hour prior to the starting time but shall not commence baking. Liberty is reserved to the Respondent to apply immediately to amend this clause.

(k) No worker shall be allowed to resume work until he has had a clear six (6) hours off.

(l) The hours specifically mentioned in this Award shall also cover the making and baking of Vienna bread and rolls, and shall be subject to revision and amendment by the Court, in the event of legislation being passed amending the Bread Act and specifying hours for the baking of bread.

(m) An employer shall be deemed prima facie to be guilty of a breach if a batch of bread is found drawn from his oven earlier than two (2) hours after the prescribed actual starting time.

7.—Wages.

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

(a) Basic Wage:

	Per Week		
	£	s.	d.
Within a 15-mile radius from the G.P.O., Perth	13	5	2
Outside a 15-mile radius from the G.P.O., Perth, but within a 25-mile radius	13	2	11

(b) Adults:

	Margin per week		
	£	s.	d.
Foreman in charge of four (4) or more workers	5	10	0
Foreman in charge of less than four (4) workers (For the purpose of these calculations "workers" shall be deemed to include "apprentices.")	5	3	6
Single hand baker	4	17	0
Doughmaker	4	17	0
Baker doing oven work or board hand	4	5	0
	Per hour		
	s. d.		
Jobber within a 15-mile radius of the G.P.O., Perth	9	2	27/40
Jobber (outside a 15-mile radius and within a 25-mile radius of the G.P.O., Perth)	9	1	37/40
Jobber taking charge—5/- per day extra.			

(c) There shall be a foreman in each bakehouse where more than one worker is employed, but where a single-hand baker is employed the existing custom shall continue.

(d) Workers, including apprentices, who are called upon to work outside of the prescribed hours in Clause 6, subclause (f), while rebuilding operations or alterations of plant are in progress, shall be paid time and a half for all time worked.

No work shall be done under the provisions of this subclause unless and until permission is obtained from the Registrar, who shall satisfy himself as to the extent of the work, and shall grant a definite period in which this work must be completed, after notice having been given to both unions of application having been made.

8.—Overtime.

(a) All time worked in excess of forty (40) hours for the week shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.

(b) All time worked in excess of ten (10) hours on the night shift preceding a double delivery day, or in excess of twelve (12) hours on the night shift preceding a treble delivery day, shall be paid for at the rate of double time.

(c) No permanent hand shall work overtime in any bakehouse on work for which jobbers have been engaged, while there are jobbers available in the bakehouse for such work.

(d) Work done on any holiday prescribed in subclause (a) of Clause 9 shall be paid for at the rate of double time but no such work shall be done except by a doughmaker or under the provisions of paragraph (iii) of subclause (g) of Clause 6.

(e) Notwithstanding anything contained in this Award—

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

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

9.—Holidays.

(a) Subject to the provisions of subclause (d) of Clause 8, the following days, or the days observed in lieu thereof, shall be granted as holidays to all workers without deduction of pay, namely, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Operative Bakers' Picnic Day, Christmas Day and Boxing Day.

(b) Any worker who is absent from work for any cause other than sickness (proof whereof shall lie on the worker) on the working day immediately before or the working day immediately following any of the days mentioned in subclause (a) hereof, shall not be entitled to payment for the holiday.

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

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

(e) If, after one (1) month's continuous service in any qualifying twelve-monthly period, a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

(g) 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.

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

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

10.—Higher Duties.

Workers called upon to perform higher duties for which a higher rate is prescribed than that which they are in receipt of, shall be paid such higher rate for such time as they are actually performing such higher duties, if employed under four (4) hours, and if employed for four (4) hours or more they shall receive a day's pay at such higher rates.

11.—Record.

A time and wages book shall be kept by the employer in the bakehouse, in which entries shall be made each day by each worker of the time he starts and finishes work, and of the time he has worked. The worker shall also enter therein the amount of wages he receives, the number of hours of overtime he has worked, and the payment he has received for such. The book or other record shall be open during working hours for the inspection of the secretary of the union, or its accredited representative. Any system of automatic recording by mechanical means shall be deemed a compliance with this clause to the extent of the information recorded. A portion of the bakehouse building, partitioned off to form an office, shall be deemed to be part of the bakehouse.

12.—Termination of Employment.

(a) One (1) week's notice on either side shall be given for the termination of employment. If an employer or a worker fails to give the required notice, one (1) week's wages shall be paid or forfeited.

(b) This clause shall not apply to jobbers.

13.—Accommodation.

Each employer shall be required to provide suitable accommodation for workers to change their working clothes.

14.—Aged and Infirm Workers.

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

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

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

15.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the union or of the 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.

16.—Absence through Sickness.

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

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

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

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

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

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

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

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

17.—Apprentices.

(a) Apprentices shall, with the approval of the employer and the union, be interchangeable between town and country bakeries.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one (1) apprentice to every four (4) or fraction of four (4) journeymen permanently employed: Provided that an employer who is bona fide working as a baker shall be regarded as a journeyman permanently employed.

(c) Apprentices shall be paid as under:—

	Per cent. of Basic Wage.	Non-adjustable addition to wage.
First six months ...	30	1 8
Second six months ...	30	2 1
Second year ...	45	2 7
Third year ...	60	3 10
Fourth year ...	80	5 6
Fifth Year ...	100	7 3

(d) Apprentices shall be examined in handing-up in their first year, moulding and shaping in their second year, peeling on and fermentation in their third year, doughmaking in their fourth year, and oven work in their fifth year.

(e) No apprentice, except under supervision, shall make dough in the first three (3) years of his apprenticeship.

18.—Board of Reference.

The Court hereby appoints, for the purpose of this Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

(i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the Award or any of them;

(ii) deciding any other matter that the Court may refer to such Board from time to time.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 388 of 1956.

Between Metropolitan Laundry Employees' Industrial Union of Workers, Applicant, and Monarch Laundry Limited and Others, Respondents.

HAVING heard Mr. H. A. Backshall on behalf of the Applicant and Mr. G. Martin on behalf of the Respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 33 of 1948, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

This Order shall take effect as from the beginning of the first pay period commencing after the date hereof.

Dated at Perth this 19th day of November, 1956.

By the Court.

[L.S.]

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

Schedule.

Delete Clause 3 Wages and insert in lieu thereof the following:—

3.—Wages.

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

	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(a) Basic Wage—						
(i) Within a radius of fifteen (15) miles from the G.P.O., Perth	13	5	2	8	12	4
(ii) Outside a radius of fifteen (15) miles from the G.P.O., Perth, but within the South-West Land Division	13	2	11	8	10	11
	Margin Over Basic Wage Per Week.					
	s. d.					
(b) Adult Males	....	....	....	14	0	
	Margin Over Female Basic Wage Per Week.					
	s. d.					
(c) Adult Females	....	....	....	7	6	
	Per Cent. of Male Basic Wage Per Week.					
(d) Junior Males—						
Between 14 and 15 years of age	30					
Between 15 and 16 years of age	40					
Between 16 and 17 years of age	50					
Between 17 and 18 years of age	60					
Between 18 and 19 years of age	70					
Between 19 and 20 years of age	80					
Between 20 and 21 years of age	90					
	Per Cent. of Female Basic Wage Per Week.					
(e) Junior Females—						
Between 15 and 16 years of age	35					
Between 16 and 17 years of age	50					
Between 17 and 18 years of age	60					
Between 18 and 19 years of age	67.5					
Between 19 and 20 years of age	75					
Between 20 and 21 years of age	85					
(f) Leading hands, appointed as such by the employers, shall be entitled to one shilling and sixpence (1s. 6d.) per day in addition to the rates prescribed in this clause.						

INDUSTRIAL AGREEMENT.

No. 20 of 1956.

(Registered 20th November, 1956.)

THIS agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 20th day of November, one thousand nine hundred and fifty-six, between the Federated Clerks' Union of Australia, Industrial Union of Workers, W. A. Branch, of the one part and the Honourable Minister for the North West, of the other part, whereby it is mutually agreed as follows:—Whereas the parties hereto being the parties to an Industrial Agreement made on the 12th day of January, 1953, and numbered 4 of 1953 and amended by No. 13 of 1955 have mutually agreed that the said Industrial Agreement be varied, then the said Industrial Agreement shall be and the same is hereby varied in the following manner, that is to say:—

Clause 4.—Definitions.

"Wharfinger" shall mean and include any worker employed in charge of a berth or jetty.

(4)—2885

"Union" shall mean the Federated Clerks' Union of Australia, Industrial Union of Workers, W.A. Branch.

"Minister" shall mean the Minister for the North-West.

Clause 7.—Wages.

The basic wage hereinafter referred to shall be the basic wage determined from time to time by the Court of Arbitration of Western Australia for that portion of the State outside the South West Land Division, and at the date of operation of this Agreement is £13 2s. 8d.

	Per Week—Males		
	£	s.	d.
(a) Basic Wage	13	2	8
	Margin Per Annum Over Basic Wage		
	£		
(b) Wharfingers	340	350	390
(c) Assistant Wharfingers	265	280	305
(d) Clerk	205	225	
(e) The Manager, Harbour and Lights Department shall classify positions covered by (b) and (c) within the range provided.			

Clause 8.—Higher Duties.

Where a worker is called to relieve a wharfinger for a period exceeding one (1) week he shall be paid at the rate of the minimum of the wharfinger's range.

Signed and sealed for and on behalf of the Federated Clerks' Union of Workers, W.A. Branch, in the presence of—

C. V. W. Morris.

[L.S.]

W. S. FOULDS,
President.
W. R. SAWYER,
Secretary.

Signed by the Honourable Minister for the North-West in the presence of—

G. W. Giles,

G. FRASER,

COMPANIES ACT, 1943-1954.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

Gray's Carpets and Textiles Limited.

NOTICE is hereby given that Gray's Carpets and Textiles Limited, a Company registered under Part XI of the Companies Act, 1943-1954, and having its Registered Office at 21 Howard Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 12th day of June, 1957.

Dated this 15th day of February, 1957.

Q. R. STOW,

Attorney or Agent.

Parker & Parker, 21 Howard Street, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Section 99 (4).

Cleaning Materials Pty. Ltd.

NOTICE is hereby given that the Registered Office of Cleaning Materials Pty. Ltd. is situate at 76 King Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—From Monday to Friday inclusive (other than public holidays), from 9 a.m. to 5 p.m.

Dated this 20th day of February, 1957.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

Western Australia.
COMPANIES ACT, 1943-1954.
Notice of Intention to Cease Business in
Western Australia.

Pursuant to Section 337.

(Philip Morris (Australia) Limited.)

NOTICE is hereby given that Philip Morris (Australia) Limited, a Company registered under Part XI of the Companies Act, 1943-1954, and having its Registered Office at the offices of Messrs. Cooper Bros., Goyder & Co., 156 St. George's Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 10th day of June, 1957.

Dated this 13th day of February, 1957.

H. A. WALTON,
Agent in Western Australia.
Northmore, Hale, Davy & Leake, 13 Howard
Street, Perth, Solicitors to the Company.

COMPANIES ACT, 1943-1954.
Notice of Situation of Registered Office and of the
Days and Hours during which such Office is
Accessible to the Public.

Pursuant to Section 99 (4).

Scott Henderson Pty. Limited.

To the Registrar of Companies.

SCOTT HENDERSON PTY. LIMITED hereby gives notice that the registered office of the Company was, on the 12th day of February, 1957, changed to and is now situated at the offices of Australian Pacific Traders Pty. Ltd., Pacific House, 16 High Street, Fremantle.

The days and hours during which the Registered Office of the Company is accessible to the public are now as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. on week days, Saturdays, Sundays and public holidays excepted.

Dated the 14th day of February, 1957.

G. KEALL,
Agent in Western Australia.
Keall & McCall, Barristers and Solicitors, 29
Barrack Street, Perth.

COMPANIES ACT, 1943-1954.
Notice of Situation of Registered Office and of the
Days and Hours during which such Office is
Accessible to the Public.

Pursuant to Section 99 (4).

A. F. G. Investments Pty. Ltd.

NOTICE is hereby given that the Registered Office of A. F. G. Investments Pty. Ltd. is situated at Third Floor, Pastoral House, 156 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday (both inclusive) from 10 a.m. to 12 noon and 2 p.m. to 4 p.m.

Dated the 4th day of February, 1957.

A. G. LEAHEY,
Director.
Stone James & Co., 47 St. George's Terrace,
Perth, Solicitors for the Company.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Landed Invest-
ments 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 Landed Investments Pty. Ltd.

Dated this 11th day of February, 1957.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Horner Build-
ing & Equipment Co. 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 Horner Building & Equipment Co. Pty. Limited.

Dated this 8th day of February, 1957.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Morawa High
School Hostel 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 Morawa High School Hostel Ltd.

Dated this 8th day of February, 1957.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE PARTNERSHIP ACT,
1895.

NOTICE is hereby given that the Partnership hitherto existing between Gladys Irene Morgan and Margaret Morgan, in the business of the Royal Mail Hotel, Meekatharra, has been dissolved as and from the 13th day of December, 1956, the said Gladys Irene Morgan having retired from such business.

All debts owing in respect of the said business shall be satisfied by the said Margaret Morgan and Frank Mitchell, the purchaser of the share and interest of the said Gladys Irene Morgan.

Dated this 14th day of February, 1957.

KOTT, WALLACE & GUNNING,
Solicitors for the said Gladys Irene Morgan.
JOSEPH, MUIR & WILLIAMS,
Solicitors for the said Margaret Morgan
and Frank Mitchell.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership heretofore subsisting between Theodore Brennan, Alan Joseph Boyne and Audrey May Boyne under the style or firm name of Theo. Brennan & Co., has been dissolved by mutual consent on and from the first day of January, 1957, on which date the said Theodore Brennan retired.

The business will be continued by the said Alan Joseph Boyne and Audrey May Boyne under the same firm name.

Dated this 5th day of February, 1957.

THEODORE BRENNAN.
ALAN J. BOYNE.
AUDREY BOYNE.
Hardwick & Slattery, Solicitors, Fremantle.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Frederick Horace Christopher Donnelly, formerly of 42 York Street, North Perth, in the State of Western Australia, but late of 48 Dalglish Street, Wembley, in the said State, Plumber, deceased.

ALL Claims or Demands against the Estate of the abovenamed deceased must be sent in writing to the Administrator with the Will annexed The West Australian Trustee Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 25th day of March, 1957, 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 18th day of February, 1957.

RALPH J. STODDART,
of 135 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 Rose Hannah Chitty, formerly of Bilbarin, but late of 86 Stirling Highway, North Fremantle, in the State of Western Australia, Widow Old Age Pensioner, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executrix Hannah Rose Francis, care of John Walton, LLB., Solicitor, 170 St. George's Terrace, Perth, in the said State, on or before the 25th day of March, 1957, after which date the said Executrix 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 she shall then have had notice.

Dated the 14th day of February, 1957.

JOHN WALTON, LLB.,
170 St. George's Terrace, Perth,
Solicitor for the Executrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Giuseppe Pascolo, formerly of Clontarf, in the State of Western Australia, but late of Lot 131, Andrews Road, Cannington, in the State of Western Australia, Builder and Bricklayer, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executor Ettore Pietro Mizza, care of John Walton, LLB., Solicitor, 170 St. George's Terrace, Perth, in the said State, on or before the 25th day of March, 1957, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which he shall then have had notice.

Dated the 14th day of February, 1957.

JOHN WALTON, LLB.,
170 St. George's Terrace, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frank Kermod Pitt, late of Wheatley Street, Gosnells, in the State of Western Australia, Retired Surveyor, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor The Perpetual Executors Trustees and Agency Company (W.A.) Limited, at 89 St. George's Terrace, Perth, on or before the 25th day of March, 1957, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 13th day of February, 1957.

JACKSON, McDONALD, CONNOR & AMBROSE,
55 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and estate of Alice Susan McDermid, formerly of 6 Hastings Street, Scarborough, but late of Woodbridge Women's Home, West Midland, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administrator with the will annexed The West Australian Trustee Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 25th day of March, 1957, 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 18th day of February, 1957.

STONE, JAMES & CO.,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and estate of Agnes Josephine Wright, late of "St. Quentin," 81 Cleopatra Street, Palmyra, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administrator (with the Will) The Perpetual Executors Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 25th day of March, 1957, 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 18th day of February, 1957.

DOWNING & DOWNING,
9 Barrack Street, Perth,
Solicitors for the Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of James Grace, formerly of Number 14, South Terrace, Fremantle, in the State of Western Australia, Labourer, but late of 22 Henry Street, Fremantle aforesaid, Pensioner, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 25th day of March, 1957, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 8th day of February, 1957.

ROBINSON, COX & CO.,
of 20 Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Hurtle Leslie Bairstow, late of 180 Mill Point Road, South Perth, in the State of Western Australia, Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, care of Messrs. Wheatley & Sons, Solicitors, 49 St. George's Terrace, Perth, on or be-

fore the 25th day of March, 1957, after which date the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which they shall then have had notice.

Dated this 18th day of February, 1957.

WHEATLEY & SONS,
of 49 St. George's Terrace, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Robert Farrant Lutley, late of Trenton Street, Wagin, in the State of Western Australia, Retired Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 25th day of March, 1957, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have notice.

Dated the 19th day of February, 1957.

N. B. ROBINSON & RUSSELL WILLIAMS,
of 49 St. George's Terrace, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Charles Rule, late of 246 Loftus Street, Leederville, and formerly of 97 McCourt Street, West Leederville, in the State of Western Australia, Retired Carpenter, deceased.

ALL claims and demands against the estate of the abovenamed deceased must be sent in writing to the Executor, Leslie Charles Delorme Rule, c/o Lionel Weston de Morley, McNeil Chambers, 9 Barrack Street, Perth, on or before the 25th day of March, 1957, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall have then had notice.

Dated this 18th day of February, 1957.

LIONEL WESTON de MORLEY,
9 Barrack Street, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of John Energia Potter, late of 37 Congdon Street, Swanbourne, in the State of Western Australia, Retired Estate Agent, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administratrix (with the Will), care of Barblett & Barblett, Solicitors, of 97 St. George's Terrace, Perth, on or before the 25th day of March, 1957, after which date the said Administratrix 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 she shall then have had notice.

Dated the 18th day of February, 1957.

BARBLETT & BARBLETT,
of 97 St. George's Terrace, Perth,
Solicitors for the Administratrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Leslie Vernon Jones, formerly of West Vale, via Beverley, but late of "Birdwood," Pingelly, in the State of Western Australia, Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, care of Barblett & Barblett, Solicitors, of 97 St. George's Terrace, Perth, on or before the 25th day of March, 1957, after which date the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice.

Dated the 18th day of February, 1957.

BARBLETT & BARBLETT,
of 97 St. George's Terrace, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Bertie Woodlands Gallehawk (also known as Herbert Woodlands Gallahawk, and also known as Bertie Woodlands Gallahawk), late of Carnamah, in the State of Western Australia, Farmer and Wool-buyer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executrix, care of Barblett & Barblett, Solicitors, of 97 St. George's Terrace, Perth, on or before the 25th day of March, 1957, after which date the said Executrix 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 she shall then have had notice.

Dated the 18th day of February, 1957.

BARBLETT & BARBLETT,
of 97 St. George's Terrace, Perth,
Solicitors for the Executrix.

PUBLIC TRUSTEE ACT, 1941-1953.

NOTICE is hereby given that pursuant to section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 20th day of February, 1957.

J. H. GLYNN,
Public Trustee,
184 St. George's Terrace, Perth.

Name of Deceased, Occupation, Address, Date of Death, Date Election filed.

Monaghan, Austin; Labourer; formerly of 23 Malcolm Street, Fremantle, but late of Sydney, New South Wales; 16/7/55; 12/2/57.

Morfitt, William; Invalid Pensioner; late of Claremont; 17/7/56; 18/2/57.

Gronchi, Charles; Invalid Pensioner; late of 302 James Street, Perth; 30/9/56; 18/2/57.

Douglas, Andrew Hannay; Retired Clerk; late of Nedlands; 11/9/56; 18/2/57.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 25th day of February, 1957, 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 20th day of March, 1957.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
S.G.I.O. Building,
Perth, W.A.

Name, Occupation, Address, Date of Death.
O'Connell, Patrick; Labourer; late of Coorow; 13/10/56.
Brazier, Harry (also known as Henry Brazier); Truck Driver; formerly of 62 Scarborough Road, North Perth, but late of 41 Armagh Street, Victoria Park; 29/12/56.
Farmer, George; Farmer; late of "Netherwood" Dumbleyung; 6/2/50.
Cloutt, John Beversham; Retired Tramway Employee; late of 46 Nelson Crescent, East Perth; 20/9/56.
Beardmore, Albert (also known as Edwin Pope); Poultry Farmer; late of corner of Spencer and Wilfred Roads, Cannington; 27/6/56.
Beckwith, James Reginald Leopold (also known as James Reginald Beckwith); formerly Civil Servant, but late Clerk, late of 59 Ellesmere Street, Mount Hawthorn; 26/8/56.
Smith, Heather Rose; Spinster; late of 119 Cambridge Street, West Leederville; 20/10/55.
Smith, Iris May; Spinster; late of 119 Cambridge Street, West Leederville; 17/10/55.
Dakin, James; Retired Insurance Agent; late of 52 Barnes Road, North Innaloo; 2/12/56.
Bunch, Margaret Annabella McBain; Widow; late of 51 Temple Street, Victoria Park; 25/12/56.
Brown, Robert Stafford; Retired Storekeeper; late of 5 Holmesdale Road, West Midland; 19/12/56.
Scott, Hannah Spence; Widow; late of 60 Scarborough Beach Road, Scarborough; 11/2/57.
Giles, Dorothy; Spinster; formerly of Kununoppin, but late of 74 Reserve Street, Wembley; 16/10/56.
Blake, Thomas (also known as Reginald Archibald Gustavas Claude Blake); Insurance Salesman; late of 111 Forrest Street, Boulder; 25/8/56.
Costello, Thomas; Retired Miner; late of Fimiston; 12/12/56.
Kane, Herbert Clarence; Manager; late of Port Hotel, Carnarvon; 13/12/56.
Thomas, Harry Middleton; Police Constable; late of Sandstone; 22/2/56.

ACTS OF PARLIAMENT, ETC., FOR SALE AT
GOVERNMENT PRINTING OFFICE.

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	3	0
Adoption of Children Act	0	0	6
Agricultural Bank Act	0	1	0
Agricultural Seeds Act	0	1	0
Associations Incorporation Act and Regulations	0	1	6
Auctioneers Act	0	1	0
Bills of Sale Act (Consolidated) and Amendment	0	2	0
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment	0	1	6
Bush Fires Act (Consolidated)	0	3	0
Carriers Act	0	0	6
Child Welfare Act	0	2	6
Companies Act	0	10	0
Crown Suits Act	0	1	6
Dairy Cattle Improvement Act	0	1	0
Dairy Industry Act	0	2	0
Dairy Products Marketing Regulation Act	0	2	0
Declarations and Attestations Act	0	0	6
Dentists Act	0	2	0
Dog Act (Consolidated)	0	1	0

Acts of Parliament, etc.—continued.

	£	s.	d.
Dried Fruits Act	0	1	6
Droving Act	0	1	0
Drugs (Police Offences) Act	0	1	0
Egg Marketing Act	0	1	0
Electricity Act	0	2	0
Electoral Act (Consolidated)	0	3	6
Employers' Liability Act	0	0	6
Evidence Act (Consolidated)	0	2	0
Factories and Shops Act (Consolidated)	0	4	0
Factories and Shops Act Regulations	0	1	0
Factories and Shops Time and Wages			
Books—			
Large	0	7	6
Small	0	5	0
Feeding Stuffs Act	0	1	6
Fertilisers Act	0	1	0
Fire Brigades Act	0	2	0
Firearms and Guns Act (Consolidated)	0	1	0
Firms Registration Act and Amendment	0	1	6
Fisheries Act (Consolidated)	0	2	0
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
Friendly Societies Act and Amendments	0	2	0
Game Act (Consolidated)	0	1	0
Gold Buyers Act and Regulations	0	2	0
Hawkers and Pedlars Act and Amendment	0	1	0
Health Act (Consolidated)	0	5	0
Hire Purchase Agreement Act (Consolidated)	0	0	6
Hospital Fund Act	0	1	0
Hospitals Act	0	1	0
Illicit Sale of Liquor Act	0	0	6
Industrial Arbitration Act (Consolidated)	0	3	6
Inebriates Act	0	0	6
Infants, Guardianship of, Act	0	1	0
Inspection of Machinery Act with Regulations	0	2	6
Inspection of Scaffolding Act (Consolidated)	0	1	6
Interpretation Act	0	2	0
Irrigation and Rights in Water Act	0	1	6
Justices Act (Consolidated)	0	3	0
Land Act	0	4	0
Land Agents Act (Consolidated)	0	1	6
Legal Practitioners Act (Consolidated)	0	2	0
Licensed Surveyors Act	0	1	0
Licensing Act and Amendments	0	4	0
Life Assurance Act (Consolidated)	0	1	6
Limitation Act	0	1	0
Limited Partnerships Act	0	0	6
Marine Stores Dealers Act	0	1	0
Marriage Act	0	2	0
Married Women's Property Act (Consolidated)	0	1	0
Married Women's Protection Act (Consolidated)	0	0	6
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	1	0
Metropolitan Water Supply, Sewerage and Drainage Act	0	2	0
Milk Act	0	2	0
Mines Regulation Act	0	2	6
Mine Workers' Relief Fund Act and Regulations	0	2	6
Mining Act	0	5	0
Money Lenders Act (Consolidated)	0	1	6
Municipal Corporations Act (Consolidated)	0	5	0
Native Administration Act	0	2	0

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Native Flora Protection Act	0	1	0
Partnership Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Petroleum Act	0	3	0
Pharmacy and Poisons Act (Consolidated)	0	2	0
Plant Diseases Act	0	1	0
Prevention of Cruelty to Animals Act	0	1	0
Public Service Act (Consolidated)	0	2	0
Public Works Act and Amendment	0	2	6
Purchasers' Protection Act	0	0	9
Road Districts Act (Consolidated)	0	5	0
Sale of Goods Act	0	1	0
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	3	0
State Government Insurance Act	0	0	6
State Housing Act	0	2	6
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Truck Act and Amendment	0	1	6
Trustees Act	0	1	6
Unclaimed Moneys Act	0	1	0
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Weights and Measures Act and Regulations	0	2	6
Wheat Products (Prices Fixation) Act	0	1	0
Workers' Compensation Act	0	4	0
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