



# Government Gazette

OF  
WESTERN AUSTRALIA

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No. 29.]

PERTH : FRIDAY, 29th MARCH,

[1957.]

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

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor has approved of the following temporary allocation of portfolios from the 13th March, 1957, during the absence of the Honourable H. E. Graham, M.L.A., and the Honourable W. Hegney, M.L.A.:—

The Honourable John Trezise Tonkin, M.L.A.,  
to be Acting Minister for Transport, Housing and Forests.

The Honourable Lionel Francis Kelly, M.L.A.,  
to be Acting Minister for Education.

The Honourable John Joseph Brady, M.L.A.,  
to be Acting Minister for Labour.

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

## JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 27th March, 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:—

Lionel Louis Clarke, Esquire, of Goomalling, as a Justice of the Peace for the Avon Magisterial District.

John Edward Wheatley Topham, Esquire, of Coolgardie, as a Justice of the Peace for the Coolgardie Magisterial District.

Roy Walden King, Esquire, of 29 Angelo Street, South Perth, as a Justice of the Peace for the Perth Magisterial District.

James Murray, Esquire, of 27 Keane Street, Wembley, as a Justice of the Peace for the Perth Magisterial District.

Arthur Norton Deane, Esquire, of "Hazeldene," Mount Barker, as a Justice of the Peace for the Stirling Magisterial District.

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

AUDIT ACT, 1904.  
Section 33.

The Treasury,  
Perth, 26th March, 1957.

THE following appointments have been approved:—

Receiver of Revenue.

Trsy. 218/48.—Mr. W. J. Brown, for the Metropolitan Water Supply Department, as from the 18th March, 1957, until further notice.

H. W. BYFIELD,  
Under Treasurer.

Public Service Commissioner's Office,  
Perth, 27th March, 1957.

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

Ex. Co. 407, P.S.C. 414/57—J. S. L. Smith, Clerk, Public Works Department, to be Internal Audit Clerk, C-II-1/2, Harvey Water Supply Office, as from 5th March, 1957.

Ex. Co. 407, P.S.C. 409/57—R. B. Strauss, D. N. Watson, A. W. Smith, Architects, Grade 3, Public Works Department, to positions as Architect, Grade 2, P-II-8/9, as from 5th March, 1957.

Ex. Co. 464, P.S.C. 648/56—M. G. Anderson, Engineer, Grade 2, Harbours and Rivers Branch, and C. M. Eaton, Engineer, Grade 2, Irrigation and Drainage Section, Hydraulic Engineer's Branch, Public Works Department, to positions as Engineer, Grade 1, P-I-1, Goldfields Water Supply Section, Public Works Department, as from 13th March, 1957.

Ex. Co. 464, P.S.C. 401/57—V. H. Duncan, Clerk, Electoral Office, Crown Law Department, to be Clerk, C-II-1, Public Trust Office, as from 13th March, 1957.

Ex. Co. 464—F. C. Christensen, Clerk, Electoral Office, Crown Law Department, to be Clerk, C-II-2, as from 13th March, 1957.

Ex. Co. 464, P.S.C. 644/56—N. A. Hall, Clerk, Applications and Inspection Branch, Lands and Surveys Department, to be Clerk, C-II-1, as from 13th March, 1957.

Also the acceptance of the following resignations:

Ex. Co. 437—J. Phillips, Mineralogist and Research Officer, Grade 2, Government Chemical Laboratories, Mines Department, as from 15th February, 1957.

Ex. Co. 464—W. L. Marshall, Clerk, Treasury Department, as from 13th February, 1957.

Ex. Co. 464—N. S. Marr, Weed Control Officer, Department of Agriculture, as from 29th March, 1957.

Also of the following retirements:—  
 Ex. Co. 4—H. Wilson, Liaison Officer, Chief Secretary's Department, as from 31st January, 1957.  
 Ex. Co. 48—R. Wightman, Senior Plumbing Inspector, Metropolitan Water Supply Department, as from 19th December, 1956.

Also of the amendments to the following classifications:—

Ex. Co. 169—Item 3971/56, Clerk, C-II-1, Public Service Commissioner's Office, occupied by D. G. Blight, to Clerk, C-II-1/2, as from 1st February, 1957. Item 3972/56, Clerk, C-IV, Public Service Commissioner's Office, occupied by K. G. Shimmon, to Clerk, C-II-1, as from 1st February, 1957.

Ex. Co. 407—Item 624/55, Clerk, C-II-2, Lands and Surveys Department, from C-II-2 to C-II-1, as from 5th March, 1957.

Ex. Co. 437—Item 3632/55, Field Assistant, Grade 1 (Merredin), G-VII-3, Wheat and Sheep Division, Department of Agriculture, occupied by B. C. Vickers, to Technician, Grade 3 (Merredin), G-II-1/2, as from 1st October, 1956.

Also of the creation of the following positions under section 32 of the Public Service Act, 1904-1956:—

Ex. Co. 437—Adviser, Grade 2, P-II-3/7, Cereal Laboratory, Advisory Services Section, Wheat and Sheep Division, Department of Agriculture.

Ex. Co. 464—Comptometrist, C-V, Research Division, Department of Agriculture.

Ex. Co. 437—Assessor, Grade 3, C-II-3, and Inspector, C-II-2, Stamps and Probate Office, Treasury Department.

Ex. Co. 370—Clerk, C-II-3, Traffic Branch, Police Department.

Ex. Co. 464—Clerk, C-IV, Internal Audit Section, Accounts Branch, State Housing Commission.

Ex. Co. 369—Rating and Service Inspector, G-II-3, Accounts Branch, Public Works Department.

Ex. Co. 370—Clerk, C-II-2, Health Education Section, Medical and Health Department.

Ex. Co. 369—Claims Assessor (Motor Vehicles), G-II-4, State Government Insurance Office.

Ex. Co. 369—Medical Officer, Grade 1, P-I-6, Child Guidance Clinic, Public Health Department.

Ex. Co. 169—Deputy Superintendent, Fremantle Prison, Prisons Department, Chief Secretary's Department, G-II-5/6.

Ex. Co. 169—Survey Assistant, Grade 2, G-II-2/3, (Northam District), Engineering Division, Public Works Department.

And has abolished the following positions under section 32:—

Ex. Co. 370—Item 423/55, Quantity Surveyor, G-II-6, State Housing Commission.

Ex. Co. 169—Item 3972/56, Clerk, C-II-1/2, Public Service Commissioner's Office.

Ex. Co. 9—Item 1856/55, Senior Clerk, C-II-3, Recovery Section, Accounts Branch, Public Works Department.

R. H. DOIG,  
 Deputy Public Service Commissioner.

#### VACANCIES IN THE PUBLIC SERVICE.

| Department.                              | Position.   | Class.     | Salary.           | Date Returnable.    |
|--|---|------------|-------------------|---------------------|
| Public Works                             | Supervisor, Albany (Item 2315/55) (a)   | G-II-4     | Margin £520-£565  | 1957.<br>30th March |
| Do.                                      | Supervisor, Merredin (Item 2321/55) (a)   | G-II-4     | Margin £520-£565  | do.                 |
| Do.                                      | Supervisor, Narrogin (Item 2322/55) (a)   | G-II-4     | Margin £520-£565  | do.                 |
| Do.                                      | Supervisor, Geraldton (Item 2328/55) (a)  | G-II-4     | Margin £520-£565  | do.                 |
| Do.                                      | Typist (Item 1789/55)   | C-II-1 (F) | Margin £175-£205  | do.                 |
| Treasury                                 | Assessor, Grade 3, Stamps and Probate Office  | C-II-3     | Margin £430-£475  | do.                 |
| Do.                                      | Inspector, Stamps and Probate Office  | C-II-2     | Margin £355-£385  | do.                 |
| Lands and Surveys                        | Clerk, Records Branch (Item 624/55)   | C-II-1     | Margin £295-£325  | do.                 |
| Mines (Government Chemical Laboratories) | Chemist and Research Officer, Grade 1, Agriculture, Water Supply and Forestry Division (Item 1076/55)                   | P-II-3/9   | Margin £925-£1060 | do.                 |
| Do. do. do.                              | Chemist and Research Officers, Grade 2, Agriculture, Water Supply and Forestry Division (Items 1081/55 and 1085/55) (a) | P-II-2/7   | Margin £385-£880  | do.                 |
| Do. do. do.                              | Chemist and Research Officer, Grade 2 (Industrial Chemistry Division) (Item 1104/55) (a)                                | P-II-2/7   | Margin £385-£880  | do.                 |
| Mines                                    | Registrar, School of Mines, Kalgoorlie (Item 1183/55)   | C-II-4     | Margin £520-£565  | do.                 |
| Government Stores                        | Pharmacist (Item 123/55) (a)  | G-II-4/5   | Margin £520-£655  | do.                 |
| Treasury                                 | Paying Cashier (Item 58/56)   | C-II-3     | Margin £430-£475  | 6th April           |
| Do.                                      | Clerk (Item 23/56)  | C-II-1     | Margin £295-£325  | do.                 |
| Chief Secretary's                        | Staff Clerk (Item 1275/56)  | C-II-5/6   | Margin £610-£745  | do.                 |
| Lands and Surveys                        | Clerk Assistant (Applications), Applications and Inspection Branch (Item 660/56)  | C-II-4     | Margin £520-£565  | do.                 |
| Child Welfare                            | District Officer, Geraldton (Item 3546/56)  | G-II-3/4   | Margin £430-£565  | do.                 |
| Mines                                    | Clerk, Kalgoorlie (Item 1021/56)  | C-II-1     | Margin £295-£325  | do.                 |
| Chief Secretary's                        | Chief Warder, Fremantle Prison (Item 1379/56) (b)   | G-II-3/4   | Margin £430-£565  | do.                 |
| Mines                                    | Laboratory Technician, Grade 3, Government Chemical Laboratory (a)  | G-II-1/2   | Margin £295-£385  | do.                 |
| State Housing Commission                 | Quantity Surveyor (c)   | P-II-6     | Margin £700-£745  | do.                 |
| Lands and Surveys                        | Warden, Bush Fires Board (a) (d)  | G-II-2/3   | Margin £355-£475  | do.                 |
| State Housing Commission                 | Rent Collector (Item 269/56)  | C-II-1     | Margin £295-£325  | 13th April          |
| Fisheries                                | Inspector, Grade 1 (Item 1700/56)   | G-II-2     | Margin £355-£385  | do.                 |
| Treasury                                 | Clerk, Education Salaries and Contingencies (Item 42/56)  | C-II-1     | Margin £295-£325  | do.                 |
| Public Health                            | Clerk, "Sunset" (Item 1644/56)  | C-II-2     | Margin £355-£385  | do.                 |
| Public Works                             | Rating and Service Inspector  | G-II-3     | Margin £430-£475  | do.                 |

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

(b) Salary inclusive of overtime and special duties. £40 per annum charged for quarters.

(c) A Degree of a recognised Institute of Quantity Surveyors is an essential qualification.

(d) Successful applicant must reside in the area for which he is appointed (Great Southern and South-West districts).

## THE BARRISTERS BOARD.

## Annual Election.

IT is hereby notified, for general information, in accordance with No. 9 of the Rules of the Board, that at a meeting of The Barristers Board held on Friday, the 15th day of March, 1957, duly convened for the purpose of the election of members, Messrs. F. T. P. Burt, J. Dunphy, R. D. Forbes, H. V. Reilly and H. T. Stables were declared to be duly elected members of The Barristers Board.

A. W. B. GLEADELL,  
Secretary of The Barristers Board,  
Supreme Court, Perth.

## 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:—

## MERREDIN.

17th April, 1957, at 10 a.m., at the Court House:—  
Merredin—Town 783, 1r., £15.

## KUNUNOPPIN.

18th April, 1957, at 3.30 p.m., at the Rural and Industries Bank:—

Wyalkatchem—Town 252, 1r., £25; 253, 1r., £25; 251, 1r., £25; (a) (b) (c) 300, 1r., 28.8p., £50.

- (a) Building conditions.
- (b) Special conditions.
- (c) Subject to examination of the survey.

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 feet or 20 feet only.

F. C. SMITH,  
Under Secretary for Lands.

## FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1954, due to non-payment of rent or other reasons.

F. C. SMITH,  
Under Secretary for Lands.

Name, Lease, District, Reason, Corres., Plan.  
Whitsed, G. A. and K. G.; 347/11421; Ninghan 1169; abandoned; 2179/56; 66/80 A. & B., 3 & 4.  
Whitsed, G. A. & K. G.; 347/11422; Ninghan 2548; abandoned; 2180/56; 66/80 A. & B., 3.  
Reed, C.; 347/9685; Victoria 8744; abandoned; 3379/53; 90/80, B. & C., 3 & 4.  
Cockram, W. S. & A. W.; 347/10327; Swan 5449; conditions; 3136/53; 31/80 B2 & 3.

## APPLICATIONS FOR LEASING.

Reserve No. 6270—Paynesville Common.

Department of Lands and Surveys,  
Perth, 26th March, 1957.

Corres. No. 10682/98.

APPLICATIONS are invited, under section 32 of the Land Act, 1933-1956, for the leasing of the area of about ten thousand (10,000) acres contained in reserve No. 6270—Paynesville Common,

for a term of five (5) years, for Grazing Purposes, at a rental of fifteen pounds (£15) per annum, subject to the following conditions:—

- (a) No compensation will be payable for improvements effected by the lessee and in existence at the expiration or earlier determination of the lease.
- (b) All tracks and watering places are to remain open for the use of the travelling public and stock.
- (c) The lessee shall in no way interfere with existing standing timber.
- (d) Traffic passes and gates are to be maintained to the satisfaction of the Minister for Lands.
- (e) Mining conditions.

Applications must be lodged at the Office of Lands and Surveys, Perth, on or before Wednesday, the 8th May, 1957, accompanied by one year's rent, plus £1 lease and registration fees.

In the event of more applications than one being received, the application to be granted will be decided by the Land Board.

(Plan 54/300.)

F. C. SMITH,  
Under Secretary for Lands.

## BUSH FIRES ACT, 1954.

## Prohibited Times.

Bush Fires Board,  
Perth, 28th March, 1957.

Corres. No. 21/55, Vol. 2.

HIS Excellency the Governor in Executive Council has been pleased to declare, under section 17 (1) of the Bush Fires Act, 1954, that it shall be unlawful to set fire to the bush in the following municipality and various road districts during the periods mentioned:—

Halls Creek Road District—1st April, 1957, to 1st December, 1957 (inclusive).

Wyndham Road District and West Kimberley Road District—1st May, 1957, to the 30th September, 1957 (inclusive).

Carnarvon Municipality, Gascoyne - Minilya Road District, Meekatharra Road District, and Upper Gascoyne Road District—1st August, 1957, to 30th April, 1958 (inclusive).

Ashburton Road District—1st September, 1957, to 31st March, 1958.

A. SUTHERLAND,  
Secretary,  
Bush Fires Board.

## BUSH FIRES ACT, 1954.

## Appointment of Bush Fire Control Officers.

Bush Fires Board,  
Perth, 27th March, 1957.

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

Albany—J. R. Johnson.  
Gingin—P. L. Napier.  
Murray—H. Thompson.  
Manjimup—F. G. Hart.  
Swan—J. M. Rakich.

The following appointment has been cancelled:—

Albany—R. D. Smith.

A. H. SUTHERLAND,  
Secretary,  
Bush Fires Board.

## BUSH FIRES ACT, 1954.

Cancellation of Appointment of a Bush Fire Warden.

Bush Fires Board,  
Perth, 21st March, 1957.

Corres. No. 600/56.

IT is hereby notified that the Hon. Minister for Lands has approved of the cancellation by the Bush Fires Board of the appointment of Arthur Courtney Beilby as a Bush Fire Warden for Bush Fire Warden's District No. 2, which comprises the districts of the following local authorities:—

## Road Districts.

Albany, Augusta-Margaret River, Balingup, Bridgetown, Broomehill, Busselton, Capel, Collie, Cranbrook, Dardanup, Denmark, Drakesbrook, Dumbleyung, Gnowangerup, Greenbushes, Harvey, Katanning, Kojonup, Lake Grace, Manjimup, Nanup, Nyabing-Pingrup, Plantagenet, Preston, Tambellup, Upper Blackwood, Wagin, West Arthur, Williams, Woodanilling.

## Municipalities.

Albany, Bunbury, Wagin.

A. SUTHERLAND,  
Secretary,  
Bush Fires Board.

## BUSH FIRES ACT, 1954.

Amendment of Notice.

Bush Fires Board,  
Perth, 25th March, 1957.

IT is hereby notified that in the notice of appointment of bush fire control officers for the Bridgetown Road District published in the *Government Gazette* of 27th January, 1956, the name "H. Paterson" should read "H. Petterson."

A. SUTHERLAND,  
Secretary,  
Bush Fires Board.

## NOTICE OF INTENTION TO LEASE.

Nelson Location 6458 at Jardee.  
Department of Lands and Surveys,  
Perth, 12th March, 1957.

Corres. No. 882/14.

IT is hereby notified for general information that an application has been received from Millars' Timber and Trading Company Limited to lease Nelson Location 6458 at Jardee for a term of 21 years for Residential Purposes and that it is intended to grant this lease. (Plan 442B/40, E1.)

F. C. SMITH,  
Under Secretary for Lands.

## LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,  
Perth, 29th March, 1957.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1956, 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, 24TH APRIL, 1957.

| Location No.                | Area.                     | Price per Acre.                      | Plan.                                     | Corres. No. | Classification File.        | Deposit required.  |
|-----------------------------|---------------------------|--------------------------------------|---|-------------|-----------------------------|--------------------|
| Avon 27621(a) ....          | a. r. p.<br>abt. 3550 0 0 | £ s. d.<br>0 2 9<br>(ex. survey fee) | 345/80 D. 2                               | 2110/56     | 2477/55 p. 9                | £ s. d.<br>26 10 0 |
| Fitzgerald 353(b) ....      | 1000 0 24                 | 0 3 9                                | 392/80 B. 2 & 3                           | 253/57      | ....                        | 2 8 0              |
| Kojonup 9059(c) ....        | 2508 0 11                 | Subject to pricing                   | 418/80 A. 4                               | 256/57      | Classification<br>Sheet 654 | 3 4 0              |
| Ninghan 2963(c) ....        | 2976 2 17                 | 0 3 0                                | 66/80 C. 1                                | 3126/56     | ....                        | 3 4 0              |
| Plantagenet 4118(c) (d).... | 373 0 22                  | Subject to pricing                   | 451D/40 B. 4                              | 3399/56     | ....                        | 1 16 6             |
| Swan 5445(c) ....           | 3740 0 26                 | 0 6 3                                | 31/80 C. & D. 2                           | 3149/53     | Classification<br>Sheet 633 | 3 11 0             |
| Victoria 8858(c) ....       | 4794 0 14                 | 0 2 9                                | 96/80 B. 1 & 2                            | 6035/28     | 6035/28 p. 5                | 3 17 0             |
| Victoria 10167(b) (e)....   | 2495 0 16                 | 0 3 3                                | 159/80 C. &<br>D. 1 & 192/80<br>C. & D. 4 | 2316/54     | 2907/51 p. 48               | 3 0 0              |
| Williams 12459(c) (f)....   | 200 2 28                  | 0 13 6                               | 385B/40 F. 1                              | 3765/56     | 2126/54 p. 6                | 1 11 6             |
| Williams 12471(c) (f)....   | 228 2 38                  | 0 13 3                               | 385B/40 F. 1                              | 3765/56     | 2126/54 p. 6                | 1 14 0             |
| Williams 13173(c) (e)....   | abt. 1123 0 39            | 0 12 0                               | 408/80 D. 3                               | 3925/52     | 3925/52 p. 43               | 2 8 0              |

(a) Subject to survey and provision of any necessary roads.

(b) Subject to payment for improvements.

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

(d) Holdings subject to these conditions are limited to areas not exceeding 800 acres in all with a maximum area of 500 acres of cultivable land suitable for establishing pasture; (provided that where a location is surveyed to contain more than the above areas, then such location may be selected by any one person). One-fifth of the cultivable area must be cleared within three years and two-fifths within five years from the date of inception of the lease. Such clearing must be at a stage sufficient to establish pasture. Nine-tenths of the cleared area must be sown to pasture with superphosphate within 15 months of clearing.

(e) Subject to examination of survey.

(f) Subject to poison conditions.

F. C. SMITH,  
Under Secretary for Lands.

## ROAD DISTRICTS ACT, 1919-1956.

## Closure of Road.

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

Gingin.

Corr. 1413/39.

G. 379.—(a) That part of road 10003 extending from a surveyed road on the Western boundary of Swan Location 5446 to a surveyed road at the South-West corner of location 5550.

(b) The surveyed road through Swan Locations 5428, and to and through locations 5430, 5384, 5446 and 5447 from the South-East corner of location 1375 to a surveyed road along the South-Eastern boundary of location 5447.

(Plan 31/80, AB 1 & 2; B 3.)

F. C. SMITH,  
For Minister for Lands.

I, William John de Burgh, on behalf of the Gingin Road Board, hereby assent to the above application to close the road therein described.

W. J. DE BURGH,  
Chairman Gingin Road Board.

16th February, 1957.

## ROAD DISTRICTS ACT, 1919-1954.

## Closure of Road.

WE, Felix George Grocock and Thomas Warnock Walker being the owners of land over or along which the portion of road hereunder described passes, have applied to the Gnowangerup Road Board to close the said portion of road, viz.:—

Gnowangerup.

Corr. 1359/30.

G. 372.—The surveyed road along part of the Western boundary of Plantagenet Location 4434, from the North-West corner of the said location to the South-East corner of location 5020. (Plan 435/80, A1.)

F. G. GROCOCK,  
T. W. WALKER.

I, Gerard Eardly Pierce Wellard on behalf of the Gnowangerup Road Board, hereby assent to the above application to close the road therein described.

G. E. P. WELLARD,  
Chairman Gnowangerup Road Board.  
14th March, 1957.

## ROAD DISTRICTS ACT, 1919-1954.

## Closure of Road.

WE, Sarah Helen Walker and William Percival Lionel Walker, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Wagin Road Board to close the said portion of road, viz.:—

Wagin.

4220/55.

W. 720.—The surveyed road along the Northern boundary of Williams Location 6463 and extending through location 7018, from road No. 1652 to a road at the South-West corner of location 5130. (Plan 409B/40, D.1.)

PERCY WALKER,  
Loc. 6463.  
SARAH H. WALKER,  
Loc. 7018.

I, Harold Arnold Dare, on behalf of the Wagin Road Board, hereby assent to the above application to close the road therein described.

H. A. DARE,  
Chairman Wagin Road Board.

8/3/57.

## ROAD DISTRICTS ACT, 1919-1956.

## Closure of Road.

WE, Trevor James Mycock, Joseph Prince Mycock and James Gordon Danks, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Dumbleyung Road Board to close the said portion of road, viz.:—

Dumbleyung.

Corr. 5784/47.

D. 370.—The one chain road inside and along the Northern boundary of Williams Location 13916, from road No. 4672 to a surveyed road along the South-Eastern boundary of the location. (Plan 386/80, E3.)

J. P. MYCOCK,  
T. J. MYCOCK,  
J. G. DANKS.

I, Michael Bernard Kissane, on behalf of the Dumbleyung Road Board, hereby assent to the above application to close the road therein described.

M. B. KISSANE,  
Chairman Dumbleyung Road Board.  
14th March, 1957.

## ROAD DISTRICTS ACT, 1919-1956.

Department of Lands and Surveys,  
Perth, 25th March, 1957.

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

Balingup.

1191/56.

Road No. 11271.—A strip of land one chain wide (unsurveyed) commencing at the North-West corner of Nelson Location 5259 and extending through State Forest No. 28 Northward a distance of about 2 miles 72 chains. (Plan 414D/40, B3.)

Busselton.

3769/47.

Road No. 11272.—A strip of land one chain wide, widening at its terminus, commencing at the North-East corner of Sussex Location 3860 ("A" Reserve 22674) and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 64111) Southward inside and along the Eastern boundary of said location to a surveyed road at its South Eastern corner. "A" Reserve 22674 is hereby reduced by 1a. 1r. 27p. (Plan 413A/40, C2.)

Gingin.

1413/39.

Road No. 10419.—Deviation of Part. A strip of land three chains wide (widening in part), leaving the present road at the North-West corner of Swan Location 5486 and extending (as surveyed) South-Eastward along the South-Western boundaries of said location and locations 5428, 5430, 5384, 5382, 5446, 5447 and the South-Western and Western boundaries of location 5550 to rejoin the present road at the South-Western corner of the last mentioned location. (Plan 31/80, AB 1 & 2, B3.)

Mullewa.

1151/15.

Road No. 5372.—Regazettal of Part to Agree with Survey: A strip of land three chains wide commencing at the North-East corner of Victoria Location 10272 and extending (as delineated and coloured brown on Original Plan 6615) Southward along the Eastern boundary of said location and through location 10290 to a surveyed road on the Southern boundary of the latter location. (Plans 156/80, AB4, 127/80, AB 1.)

## Mundaring.

2976/12.

Road No. 11273.—A strip of land 1 chain wide commencing at the North-East corner of Swan Location 1530 and extending (as delineated and coloured dark brown on L. & S. Diagram 64298) North-Eastward through State Forest No. 50 to the South-Eastern corner of lot 77 of location 1492 (L.T.O. Plan 3564). (Plan 1C/40, E 1.)

## Rockingham.

5285/54.

Road No. 11270.—A strip of land one chain wide commencing at the North corner of Cockburn Sound Location 1770, (reserve No. 24558) and extending (as surveyed) South Eastward inside and along the North-Eastern boundary of said location to its East corner. Reserve No. 24558 (Cockburn Sound Location 1770) is hereby reduced to 1a. 2r. 4p. (Plan 341D/40, A 3.)

## Upper Chapman.

2770/23.

Road No. 7078 (Durawah Road): Deviation of Part: A strip of land one chain wide, its Southern side leaving the present road at a point situate 86 deg. 2 min. 20 chains 2 links from the North-Western corner of Mt. Erin Estate Lot 83, and extending (as surveyed on Original Plan Victoria 481 and Diagram 44642) North-Eastward and South-Eastward along the Northern boundaries of said lot 83 to rejoin the present road at a point situate 296 deg. 19 min. 2 chains 82.1 links from the North-Eastern boundary of the said lot. (Plan 157B/40, D 2.)

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

By order of His Excellency the Governor,

E. K. HOAR,  
Minister 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.

Laverton Hospital—Repairs and Renovations to Matron's Quarters (13129); 2nd April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and Mining Registrar, Laverton, on and after 19th March, 1957.

Rural and Industries Bank—Extensive Alterations and Extensions to the William Street Branch of the Rural and Industries Bank (No. 13130); Tuesday, 2nd April, 1957; conditions may be seen at the William Street Branch of the Bank, and at the Contractors' Room, P.W.D., Perth, on and after 19th March, 1957.

Maylands Institute for the Blind—External Repairs and Renovations (13135); 2nd April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 19th March, 1957.

Collie Sewerage—Erection of Pump House No. 3 (13138); 2nd April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Collie, on and after 26th March, 1957.

Nallan Pumper's Quarters—Repairs, Renovations and Septic Tank Installation (13132); 9th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, and at Mining Registrar's Office, Meekatharra, Cue and Mt. Magnet, on and after 26th March, 1957.

Meekatharra Pumper's Quarters—Repairs and Renovations (13133); 9th April, 1957; conditions may be seen at the Contractors' Room, Public Works Department, Perth, and Geraldton, Mining Registrar's Office Meekatharra, Cue and Mt. Magnet, on and after 26th March, 1957.

Perth Technical College—Additions to the Cafeteria (13134); 9th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th March, 1957.

Fremantle Harbour Approaches—Tubular Steel Fencing to Woodman's Point Beacons (13142); 9th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th March, 1957.

Leonora Inspector of Mines' Quarters—Repairs and Renovations (13143); 16th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and Mining Registrar's Office, Leonora, on and after 2nd April, 1957.

Toodyay Old School Quarters—Repairs and Renovations (13144); 16th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Northam, and at Police Station, Toodyay, on and after 2nd April, 1957.

Mt. Henry Old Women's Home—Supply, Delivery and Installation of Refrigeration Unit for Canteen (13145); 16th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 2nd April, 1957.

Linden School—Purchase and Removal (13139); 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 26th March, 1957.

Fremantle Harbour Extension—Sale of Houses 45/47 De Lisle Street, North Fremantle (13140); 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th March, 1957.

Karridale Hospital—Purchase of Buildings etc. (13141); 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, on and after 26th March, 1957.

South Collie (Wilson Park) New School—Erection (13149); Wednesday, 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Courthouse, Collie, on and after 9th April, 1957.

Donnybrook Hospital—New Nurses' Quarters and Matron's Flat (13148); Wednesday, 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and at Donnybrook Police Station, on and after 9th April, 1957.

Cue Residency—Repairs and Renovations (13147); Wednesday, 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Mining Registrar, Cue, Meekatharra and Mt. Magnet, on and after 9th April, 1957.

Claremont Old Men's Home—Enclosure of Verandahs (13146); Wednesday, 24th April, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 9th April, 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.

29th March, 1957.

M.R.D. 71/50.

*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 Glen Forrest, Swan and Greenmount Districts for the purpose of the following public work, namely widenings, Midland Junction-Merredin-Southern Cross Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2200, which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE.

| Owner or Reputed Owner.                                      | Occupier or Reputed Occupier. | Description.  | Area.                           |
|--|-------------------------------|---|---------------------------------|
| Albert Russell   | A. Russell                    | Portion of Glen Forrest Lots 158 and 159 (Certificate of Title Volume 1019, Folio 590)                                      | a. r. p.<br>0 2 15<br>(approx.) |
| Albert Russell and Amelia Russell                            | A. Russell and A. Russell     | Portion of Glen Forrest Lot 160 (Certificate of Title Volume 1057, Folio 749)   | 0 0 25<br>(approx.)             |
| Edward Nelson Brown  | E. N. Brown                   | Portion of Glen Forrest Lot 161 (Certificate of Title Volume 1044, Folio 682)   | 0 0 18<br>(approx.)             |
| Noel Victor De-Atta  | N. V. De-Atta                 | Portion of Glen Forrest Lot 163 (Certificate of Title Volume 1143, Folio 532)   | 0 2 18<br>(approx.)             |
| Charles Albert William McKinnon and Joyce Catherine McKinnon | J. & H. Nobles                | Portion of Glen Forrest Lot 164 (Certificate of Title Volume 700, Folio 193)  | 0 0 14.7<br>(approx.)           |
| Daphne Youle Sadlier   | D. Y. Sadlier                 | Portion of Swan Location 2195 (Certificate of Title Volume 1062, Folio 818)   | 0 0 20<br>(approx.)             |
| William Wood   | Louisa Shelton                | Portion of Swan Location 2193 (Certificate of Title Volume 961, Folio 110)  | 0 1 14<br>(approx.)             |
| James Burnet Atkinson  | J. B. Atkinson                | Portion of Swan Locations 1946 and 1997 (Certificate of Title Volume 1045, Folio 552)                                       | 1 1 9<br>(approx.)              |
| George Frederick Smith and Sybil Ena Smith                   | T. B. Conlon                  | Portion of Swan Location 2021 (Certificate of Title Volume 989, Folio 199)  | 0 1 7<br>(approx.)              |
| George Frederick Smith and Sybil Ena Smith                   | G. F. & S. E. Smith           | Portion of Swan Location 2021 (Certificate of Title Volume 989, Folio 198)  | 0 0 32<br>(approx.)             |
| William John Inchley   | W. J. Inchley                 | Portion of Swan Location 2019 (Certificate of Title Volume 1031, Folio 974)   | 0 1 25<br>(approx.)             |
| Ronald Charles Greenway and Evelyn Maude Greenway            | R. C. & E. M. Greenway        | Portion of Greenmount Lot 91 (Certificate of Title Volume 1111, Folio 694)  | 0 0 28<br>(approx.)             |
| Ronald Charles Greenway and Evelyn Maude Greenway            | R. C. & E. M. Greenway        | Portion of Greenmount Lot 91 (Certificate of Title Volume 1105, Folio 358)  | 0 0 19<br>(approx.)             |
| Claude George William Eayrs                                  | C. G. W. Eayrs                | Portion of Greenmount Lot 92 and being part of Lot 5 on diagram 18750 (Certificate of Title Volume 1176, Folio 328)         | 0 0 25<br>(approx.)             |
| Hilda Muriel Godfrey   | H. M. Godfrey                 | Portion of Swan Location 2020 (Certificate of Title Volume 909, Folio 200)  | 0 0 19<br>(approx.)             |
| John Sheehan and Eileen Gifforn Sheehan                      | J. & E. G. Sheehan            | Portion of Greenmount Lots 92 and 93 and being part of Lot 7 on diagram 19899 (Certificate of Title Volume 1186, Folio 372) | 0 1 19<br>(approx.)             |

Dated this 21st day of March, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 601/53.

*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 Hay District for the purpose of the following public work, namely, deviating Frankland-Nornalup Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1374, 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.              |
|-------------------------|-------------------------------|--|--------------------|
| Westfield, Ltd.         | Westfield, Ltd.               | Portion of Hay Location 1995 (Certificate of Title Volume 1199, Folio 200) | a. r. p.<br>2 0 23 |

Dated this 26th day of March, 1957,

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 891/53.

*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 Cockburn Sound District for the purpose of the following public work, namely, widenings, Armadale-Pemberton Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2582, 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.                           |
|-------------------------------|-------------------------------|--|---------------------------------|
| Bertram Charles Leslie Piesse | B. C. L. Piesse ....          | Portion of Cockburn Sound Location 16 and being part of Lots 21 and 22 on Plan 4616 (Certificate of Title Volume 1176, Folio 48) | a. r. p.<br>0 0 34<br>(approx.) |
| Ian Roberts Paterson          | I. R. Paterson ....           | Portion of Cockburn Sound Location 16 and being part of Lot 2 on Plan 2185 (Certificate of Title Volume 1152, Folio 335)         | 0 3 29<br>(approx.)             |
| Murray Road Board             | Murray Road Board ....        | Portion of Cockburn Sound Location 16 and being part of Lot 23 on Plan 4616 (Certificate of Title Volume 1117, Folio 109)        | 0 0 7<br>(approx.)              |

Dated this 22nd day of March, 1957.

F. PARRICK,  
Secretary, Main Roads.

## WATER BOARDS ACT, 1904-1954.

Making of Rate for Year Ending 31st December, 1957.

P.W.W.S. 368/53.

NOTICE is hereby given that the rate books for the year ending 31st December, 1957, of all land in the water areas in the undermentioned schedule, liable to be rated under the abovementioned Act, have been made up and are open for inspection of ratepayers.

Notice is also hereby given that, under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered rates as shown in the schedule attached hereto to be made and levied for the year ending 31st December, 1957, upon all rateable land entered in the rate books, subject to a minimum rate of £1.

A memorandum of such order has been duly made in the several rate books and signed and the said rates are now payable in accordance with the by-laws made under the abovementioned Act.

Appeals against the valuations in the rate books must be lodged within one month after the publication of this notice, but no appeal shall be allowed when the valuation does not exceed the current valuation of the same land by the local authority.

By order of the Minister for Water Supply, Sewerage and Drainage.

R. J. BOND,  
Under Secretary for Water Supply.  
Perth, 22nd March, 1957.

## Schedule.

Water Area, Rate in the £, Minimum.

Cue-Day Dawn; 3s.; £1.  
Geraldton; 3s.; £1.  
Meekatharra; 3s.; £1.  
Mt. Magnet; 3s.; £1.

## COUNTRY TOWNS SEWERAGE ACT, 1948-1951.

Geraldton Town Sewerage Area.

Making of Rate for the Year ending  
31st December, 1957.

NOTICE is hereby given that the Minister for Water Supply, Sewerage and Drainage, acting with the powers conferred by the Country Towns Sewerage Act, 1948-1951, has ordered a rate of one shilling and threepence (1s. 3d.) in the pound (£) on the

annual rateable value subject to the minimum rate of ten shillings (10s.) to be made and levied for the year ending 31st December, 1957, on all land liable to be rated within the Geraldton Town Sewerage Area.

A memorandum of such order has been duly made and signed in the rate book which has been made up and shall at all reasonable times be open to inspection by any ratepayer.

By order.

R. J. BOND,  
Under Secretary for Water Supply.  
22nd March, 1957.

## 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.

8527/57—Star Street, from Kew Street to lot 78—North-Westerly.

8524/57—Petherbridge Street, from lot 238 to lot 237—North-Westerly.

8533/57—Lathlain Place, from Howick Street to lot 64—South-Westerly.

Bassendean Road District.

8432/56—Robinson Road, from lot 9 to lot 7—Westerly.

Canning Road District.

8277/56—Star Street, from Kew Street to Gregory Street—South-Easterly. Gregory Street, from Star Street to lot 5—North-Easterly.

8518/57—Ellam Street, from lot 33 to lot 34—South-Easterly.

Gosnells Road District.

8401/56—Sydenham Street, from Streatham Street to North-West part lot 87—South-Westerly.

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

Dated this 29th day of March, 1957.

B. J. CLARKSON,  
Under Secretary.



## MUNICIPALITY OF NEDLANDS.

Proposed Loan No. 62—£25,000.

PURSUANT to section 449 of the Municipal Corporations Act, 1906-1954, the Council of the Municipality of Nedlands hereby gives notice that it proposes to borrow money by the sale of debentures on the following terms and for the following purposes:—Twenty-five thousand pounds for 20 years at £5 10s. per centum per annum interest, payable at the office of the Council, Stirling Highway, Nedlands, by half-yearly instalments of interest and principal.

Purposes.—Construction, widening and drainage of roadways and the construction of footpaths.

Plans, specifications, estimates and the statement required by section 448 are open for inspection at the office of the Council during office hours for one month after the publication of this notice.

Dated the 26th day of March, 1957.

J. CHAS. SMITH,  
Mayor.

A. H. JENKINS,  
Town Clerk.

## MUNICIPAL CORPORATIONS ACT, 1906-1954.

Municipality of South Perth.

Notice of Intention to Borrow.

Proposed Loan No. 56—£10,000.

PURSUANT to section 449 of the Municipal Corporations Act, 1906-1954, the Municipality of South Perth hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose:—£10,000 for 20 years with interest at a rate not exceeding £5 10s. per centum per annum, repayable to the Superannuation Board, Perth, by 40 equal half-yearly instalments of principal and interest.

Purpose: To be expended in the construction of a public hall on lot 571 on the Western side of the tennis courts facing Bradshaw and Conochie Crescents in the South Perth Municipal District.

Plans and specifications and an estimate of the cost thereof and statement required by section 448 are open for inspection of ratepayers at the office of the Council, South Perth, for one month after the publication of this notice, during the hours of 10 a.m. to 12 noon and 2 p.m. to 4 p.m. on week days, excepting holidays and Saturdays.

Dated this 24th day of March, 1957.

W. C. G. THOMAS, J.P.,  
Mayor.

E. J. JOHNSON,  
Town Clerk.

## MUNICIPAL CORPORATIONS ACT, 1906-1953.

Municipality of Bunbury.

Notice of Intention to Borrow.

Proposed Loan No. 84—£24,000.

NOTICE is hereby given that the Municipal Council of Bunbury, Western Australia, proposes to borrow the sum of twenty-four thousand pounds (£24,000) to be expended on works and undertakings, being the purchase of land for the construction and providing of a town hall. The land to be so purchased is portion of each of Bunbury Town Lots 220 and 299 including lot 2 on Diagram 4052, containing together one rood 12.5 perches, and being the whole of the land comprised in Certificate of Title Volume 1183 Folio 449. The full purchase price to be paid for the said land is £30,500, of which £6,500 is to be paid from the Council's Reserve Fund, and £24,000 from the proceeds of this proposed loan No. 84.

Plans and specifications and an estimate of the cost of the said works and undertakings and a statement showing the proposed expenditure of

the money to be borrowed are open for inspection at the office of the Council, Stephen Street, Bunbury, during office hours for six weeks from the publication of this notice.

The said sum of twenty-four thousand pounds (£24,000) is proposed to be raised by the sale of debentures, repayable with interest by forty (40) equal half-yearly instalments over a period of twenty (20) years after the date of issue of the said debentures, in lieu of the formation of a sinking fund. The debentures will bear interest at the rate of five and one-half (5½) per centum per annum.

The amount of the said debentures and interest is to be payable at the office of the Council, Stephen Street, Bunbury.

Dated this 26th day of March, 1957.

PERCY C. PAYNE,  
Mayor.

R. HOUGHTON,  
Town Clerk.

## MUNICIPAL CORPORATIONS ACT, 1906-1953.

Municipality of Geraldton.

Department of Local Government,

Perth, 27th March, 1957.

L.G. 27/52.

IT is hereby notified, for general information, that His Excellency the Governor and Administrator has approved of the purchase of electrical generating equipment for the power house, Geraldton, as a work and undertaking for which money may be borrowed under Part XXIV of the Municipal Corporations Act, 1906-1953, by the Municipality of Geraldton.

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1951.

The Bayswater Road Board District.

Notice of Sale.

DEFAULT having been made in the payment of rates and other amounts charged on the several pieces of land hereinafter mentioned the Bayswater Road Board under and by virtue of the powers conferred upon it by the Road Districts Act, 1919-1951, and unless all rates and other amounts charged and costs incurred are sooner paid will offer for sale by public auction the several pieces of land set out in column (5) of the Schedule hereto at the premises of the Bayswater Road Board, Slade Street, Bayswater, on Saturday, the 4th day of May, 1957, commencing at 10 o'clock.

Any further details and particulars of the said pieces of land may be obtained from the Secretary of the Board at its offices, Bayswater, or its Agent, W. Green, 28 Padbury Buildings, Forrest Place, Perth.

All lands set out hereunder are under the Transfer of Land Act, 1893-1944, and are vacant lands situated in the district of Bayswater.

Item No., Amount due to Board, Name of Person Registered as Proprietor in Fee Simple and Address appearing in Register Book, Any other Person appearing in the Register Book to have any Estate of Interest in the said Land, Description of Land including Reference to Relative Certificate of Title.

1. £11 7s. 5d. Peter Olifant, of the city of Auckland, Solicitor. — Portion of Swan Location 1139, Lots 24 and 25, Section B on Plan 189, the whole of Volume 203, Folio 35.
2. £13 9s. George Peter Mills, of Australian Buildings, Swanston Street, Melbourne, Victoria, Gentleman. Caveat 1013/1951, Commissioner of Taxation. Portion of Swan Location 1139, lots 8 and 9 on plan 4381, section E, being portion of Volume 38, Folio 308.
3. £20 10s. 9d. Alfred James Lewis, of 216 Adelaide Terrace, Perth; Surveyor. — Portions of Swan Location M1, lots 40 to 44 incl., plan 4400, being portion of Volume 683, Folio 181.

4. £14 7s. 6d. John Buzila, of 28 Hamersley Road, Subiaco; Cook. Caveat 1187/1954, Jack Antonovich and W.A. Brickworks Pty. Ltd., c/o. Olney & Neville, C.M.L. Buildings, St. George's Terrace, Perth. Portion of Swan Location 1179, lots 320 and 321 on plan 2229, the whole of Volume 1190, Folio 936.
5. £8 11s. 2d. Christian Omat, of Paringa Street, Morley Park; Mechanic. Mort. 8336/1955, to Mabel Marian Bell, of 494 Canning Highway, South Perth. Portion of Swan Location 1179, lot 369, on plan 2229, the whole of Volume 1159, Folio 439.
6. £15 16s. 10d. Christian Omat, of Paringa Street, Morley Park; Mechanic. Mort. 8336/1955, to Mabel Marian Bell, of 494 Canning Highway, South Perth. Portion of Swan Location 1179, lots 332 and 367 on plan 2229, portion of Volume 1183, Folio 404.
7. £33 8s. 10d. Isaac Amber Bernstein and Abraham Jacob Cantor, of Perth. —. Portion of Swan Location 1233, lots 190 and 191, on plan 1936, balance of Volume 156, Folio 85.

#### BRIDGETOWN ROAD BOARD.

IT is hereby notified that Mr. Edward Brian Macey has been appointed Traffic Inspector to the above Road Board, as from 25th March, 1957.

ERIC MOLYNEUX,  
Acting Secretary.

#### COOLGARDIE ROAD BOARD.

Cancellation of Appointment of Traffic Inspector. NOTICE is hereby given that the appointment of Mr. Donald Walter Knight as Traffic Inspector to the Coolgardie Road Board is cancelled as from the 19th March, 1957.

H. E. WILLIAMS,  
Secretary.

#### TAMBELLUP ROAD BOARD.

IN accordance with the resolution passed by the Board no person shall park his vehicle on the Western side of Garrity Street between Temby Street, on the South of the Tambellup Hotel and Gordon Street on the North of the Hotel as from 25th March, 1957.

Provision is provided for right angle parking on the Eastern side of Garrity Street, opposite the hotel.

Offenders, in future are liable to prosecution.

By Order of the Board.  
S. F. HOWARD,  
Secretary.

25th March, 1957.

#### KUNUNOPPIN-TRAYNING ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan No. 13—£5,000.

PURSUANT of section 298 of Road Districts Act, 1919-1951, the Kununoppin-Trayning Road Board hereby gives notice that it proposes to borrow money by the sale of debentures, on the following terms and for the following purposes:—£5,000 for 10 years at a rate not exceeding 5½ per cent. interest, payable at the Superannuation Board, Perth, by half-yearly instalments of principal and interest.

Purposes—£2,500 to instal septic sewerage systems on property owned by the Board.—£1,000 to rewire electrically the halls at Trayning, Kununoppin, and Yelbeni, to comply with Public Works regulations. £1,500: For extensive repairs on the Board's Heavy Road Grader.

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

W. D. COUPER,  
Chairman.  
J. PRYCE JONES,  
Secretary.

#### ERRATUM.

TRAFFIC ACT, 1919-1956.

Murray Road Board.

IN notice appearing under the above heading on page 960 of *Government Gazette* (No. 27) of 22nd March, 1957, the name in line 2 shown as "Mr. Frank John Tonge," should be "Mr. Francis John Tonge."

#### ROAD DISTRICTS ACT, 1919-1956.

Phillips River Road Board.

Department of Local Government,  
Perth, 27th March, 1957.

L.G. 1869/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of the existing electric light concession and the purchase and erection of poles and wiring, etc., for the distribution of electric current in the town of Phillips River as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1956, by the Phillips River Road Board.

GEO. S. LINDSAY,  
Secretary for Local Government.

#### MARKETING OF BARLEY ACT, 1946-1955.

Form No. 3.

(Regulation 8 (7).)

Certificate of Election of Candidate where Number of Candidates nominated does not exceed Number to be Elected.

To The Western Australian Barley Marketing Board, Perth:

I, DONALD LAURENCE FORSYTH, being the Returning Officer duly appointed under and for the purposes of the regulations made under the Marketing of Barley Act, 1946-1955, do hereby certify:—

(1) That in connection with the nomination of candidates for election as members of The Western Australian Barley Marketing Board received up to 12 o'clock noon of Friday, the 22nd March, 1957, being the last day for the nomination of candidates for such election to be held on the 10th day of April, 1957, under section 6 (3a) of the said Act, the following candidate was nominated, namely:—Henry Leake Kelsall of "Exmoor," Moora.

(2) That the nomination form of the said candidate was in order as required by the regulations; that the candidate was eligible for nomination and election, and that the persons who signed the nomination form as proposer and seconder were competent so to sign the same.

(3) That the number of candidates so nominated did not exceed the number of candidates to be elected as members of the said The Western Australian Barley Marketing Board.

(4) That the said Henry Leake Kelsall is the person now elected as such elective member as required by the said Act for appointment by the Governor as a member of the said Board.

Dated the 22nd day of March, 1957.

D. L. FORSYTH,  
Returning Officer,

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

*Tenders for Government Supplies.*

| Date of Advertising. | Schedule No. | Supplies Required.                                    | Date of Closing.       |
|----------------------|--------------|---|------------------------|
| 1957.                |              |   | 1957.                  |
| Mar. 12 ....         | 141A, 1957   | 24in. Cast Iron Flanged Reflex Valve                  | Apl. 4                 |
| Mar. 8 ....          | 143A, 1957   | Radio and Public Address Equipment                    | Apl. 4                 |
| Mar. 8 ....          | 145A, 1957   | Chemical Feeder for Dwellingup Town Water Supply      | Apl. 4                 |
| Mar. 19 ....         | 156A, 1957   | Flat Bottom Punts                                     | Apl. 4                 |
| Mar. 19 ....         | 160A, 1957   | Diesel-driven Generating Plant                        | Apl. 4                 |
| Mar. 22 ....         | 162A, 1957   | Motion Picture Equipment                              | Apl. 4                 |
| Mar. 22 ....         | 170A, 1957   | Uniforms and Overcoats for W.A.G.R.                   | Apl. 4                 |
| Mar. 22 ....         | 176A, 1957   | Uniforms for Fremantle Harbour Trust                  | Apl. 4                 |
| Mar. 26 ....         | 177A, 1957   | Steel Window Walling                                  | Apl. 4                 |
| Mar. 12 ....         | 146A, 1957   | Beef Stockinette                                      | Apl. 11                |
| Mar. 15 ....         | 150A, 1957   | Locomotive Tyres                                      | Apl. 11                |
| Mar. 19 ....         | 159A, 1957   | Firewood at No. 6 Pumping Station, Ghooli             | Apl. 11                |
| Mar. 19 ....         | 163A, 1957   | Portable Air Compressors                              | Apl. 11                |
| Mar. 19 ....         | 164A, 1957   | Vehicle Actuated Signal Equipment                     | Apl. 11                |
| Mar. 19 ....         | 165A, 1957   | Pedestrian-operated Traffic Signal Equipment          | Apl. 11                |
| Mar. 19 ....         | 166A, 1957   | Firewood for No. 4 Pumping Station, Merredin          | Apl. 11                |
| Mar. 22 ....         | 167A, 1957   | 13 $\frac{1}{2}$ in. Snort Valves                     | Apl. 11                |
| Mar. 22 ....         | 168A, 1957   | Cast Iron Ingot Moulds for Pig Iron                   | Apl. 11                |
| Mar. 22 ....         | 169A, 1957   | 24 in. Bleeder Valves                                 | Apl. 11                |
| Mar. 22 ....         | 171A, 1957   | Pumping Unit for Dwellingup Water Supply              | Apl. 11                |
| Mar. 26 ....         | 178A, 1957   | Supply of Second-hand Iron Framed Piano               | Apl. 11                |
| Mar. 26 ....         | 179A, 1957   | $\frac{3}{8}$ in. Diorite Screenings                  | Apl. 11                |
| Mar. 29 ....         | 182A, 1957   | Hammer Mill   | Apl. 11                |
| Mar. 19 ....         | 161A, 1957   | Switchboard and Distributing Board for Chest Hospital | Apl. 18                |
| Mar. 29 ....         | 181A, 1957   | Purchase and Removal of Kitchen Refuse and Waste Food | Apl. 18                |
| Feb. 12 ....         | 89A, 1957    | Railcar Bodies and Underframes                        | Extended to<br>Apl. 25 |
| Feb. 12 ....         | 90A, 1957    | Cast Steel Frame Passenger Car Type Bogies            | Extended to<br>Apl. 25 |
| Feb. 12 ....         | 91A, 1957    | Railcar Power and Underfloor Equipment                | Extended to<br>Apl. 25 |
| Mar. 26 ....         | 180A, 1957   | Ring Main 6,600V Switchgear Units                     | May 2                  |
| Mar. 26 ....         | 175A, 1957   | Fire Protection Equipment                             | May 23                 |
| Mar. 22 ....         | 174A, 1957   | Roller Bearing Axleboxes for W.A.G.R.                 | July 18                |

*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.            |
| Mar. 19 ....         | 153A, 1957   | 1950 model Ford V8 Utility, WAG 2056                 | Apl. 4           |
| Mar. 22 ....         | 155A, 1957   | 1950 model Morris Commercial 25 cwt. Truck, WAG 2362 | Apl. 4           |
| Mar. 19 ....         | 158A, 1957   | Secondhand Typewriters                               | Apl. 4           |
| Mar. 22 ....         | 158A, 1957   | Secondhand Power Saw Unit                            | Apl. 11          |
| Mar. 26 ....         | 173A, 1957   | Scrap Bare Copper Wire                               | Mar. 11          |
| Mar. 26 ....         | 172A, 1957   | Secondhand Hand Boring Jumper Type Plants            | Mar. 18          |

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.

29th March, 1957.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Accepted Tenders.*

| Tender Board No. | Date.             | Contractor.  | Schedule No.  | Particulars.   | Department concerned         | Rate.                        |
|------------------|-------------------|--|---------------|--|------------------------------|------------------------------|
| 295/57           | 1957.<br>March 21 | Charcoal Iron and Steel Industry                     | 129A,<br>1957 | Supply and delivery of 4,000 cub. yds. of Limestone Rubble at Whatley Deviation on the Perth-Guildford Road                              | Main Roads ....              | 7s. 6d. cub. yd.             |
| 294/57           | do.               | T. Stampalia ....                                    | 128A,<br>1957 | Supply and delivery of 6,000 cub. yds. of Limestone Rubble at Mill Point, South Perth  | do. ....                     | 5s. 11d. cub. yd.            |
| 163/57           | do.               | Perkins Pty., Ltd. ....                              | 84A,<br>1957  | Supply of One only P.20 Prestair Compressor Outfit delivered F.O.R. or where directed at Perth   | Public Works ....            | £233 5s. 9d.                 |
| 167/57           | March 22          | .....  | 77A,<br>1957  | Supply of Motor Vehicles for the Metropolitan Water Supply, delivered to Plant Engineer's Depot, Jewell Street, East Perth, as follows:— | Metropolitan Water Supply    |                              |
|                  |                   | Attwood Motors Pty., ....                            | .....         | Item 1—9 only Bedford A2 30 cwt. Chassis/Cabs  | .....                        | £1,010 each.                 |
|                  |                   | International Harvester Co. of Aust. Pty., Ltd. .... | .....         | Item 2—2 only Bedford A3 2-3 ton Chassis/Cabs  | .....                        | £1,134 each.                 |
|                  |                   | Mortlock Bros., Ltd. ....                            | .....         | Item 3—1 only Australian made International AR.-120 20 cwt. Chassis and Cab  | .....                        | £1,188 12s. 6. net.          |
|                  |                   |  | .....         | Item 4—8 only 600 cc SV model M.21 B.S.A. Motor Cycles with accessories (not fitted)   | .....                        | £240 18s. each.              |
| 158/57           | March 21          | David Gray & Co., Ltd.                               | 80A,<br>1957  | Supply of Benzene Hexachloride Emulsion in drums of 44 galls. capacity   | Metropolitan Water Supply    | 28s. per gallon.             |
| 121/57           | do.               | Elder Smith & Co., Ltd.                              | 53A,<br>1957  | Supply of Windmill and Tower for West Kimberley Stock Routes (Stumpy's Soak) delivered packed for shipment Fremantle.                    | Public Works ....            | £238 7s. 10d.                |
| 116/57           | March 22          | .....  | 60A,<br>1957  | Supply of Gas Oil for East Perth Gas Works for period from 1st April, 1957 to 31st March, 1958, delivered as required                    | State Electricity Commission |                              |
|                  |                   | Shell Co. of Aust., Ltd. ....                        | .....         | .....  | .....                        | £22 19s. per ton, delivered. |
|                  |                   | Ampol Petroleum, Ltd. ....                           | .....         | .....  | .....                        | do. do.                      |
|                  |                   | Caltex Oil (Aust.) Pty., Ltd. ....                   | .....         | .....  | .....                        | do. do.                      |
|                  |                   | Commonwealth Oil Refineries, Ltd. ....               | .....         | .....  | .....                        | do. do.                      |
|                  |                   | Neptune Oil Co. Pty., Ltd. ....                      | .....         | .....  | .....                        | do. do.                      |
|                  |                   | Vacuum Oil Co. Pty., Ltd. ....                       | .....         | .....  | .....                        | do. do.                      |
| 136/57           | March 21          | Sheridans Engraving & Metal Stamping Co.             | 82A,<br>1957  | Supply of 5,000 only Identification Plates for Bicycles as per Item 3, delivered Police Department's Store, Roe Street, Perth            | Police ....                  | £29 3s. 4s. per 1000         |
| 1786/56          | do.               | Noyes Bros. (Melb.) Pty., Ltd.                       | 763A,<br>1956 | Supply of One only Morris Electric Hoist, $\frac{1}{4}$ ton capacity.  | Public Works ....            | £162.                        |
| 163/57           | do.               | .....  | 84A,<br>1957  | Supply of Buzzer and Grinder delivered F.O.R. or where directed at Perth, as follows:—   | do.                          |                              |
|                  |                   | Hugh W. Brown & Co. ....                             | .....         | Item 3—1 Woodfast Buzzer   | .....                        | £92 5s. net.                 |
|                  |                   | William Adams & Co., Ltd. ....                       | .....         | Item 2—1 Hebco Grinder   | .....                        | £134 17s. 7d. net.           |
| 183/57           | do.               | British Tractor & Machinery Co.                      | 94A,<br>1957  | Supply of One only FF.35 Ferguson Tractor with accessories, delivered F.O.R. or where directed at Perth                                  | Public Works ....            | £1,730 5s. 6d.               |
| 1936/56          | do.               | Various ....   | 109           | Supply of Groceries for Government Departments and Institutions during period from 1st April, 1957 to 31st March, 1958.                  | Various ....                 | Rates on application         |
| 212/57           | do.               | A. Taylor, ....                                      | 103A,<br>1957 | Purchase and Removal of Secondhand 1949 model Austin 2-3 ton Truck (Engine No. K2.149034) ex Plant Engineer's Depot, East Perth          | Lands ....                   | £101.                        |

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Accepted Tenders—continued.

| Tender Board No. | Date.             | Contractor.                     | Schedule No.  | Particulars.   | Department concerned. | Rate.                  |
|------------------|-------------------|---------------------------------|---------------|--|-----------------------|------------------------|
| 171/57           | 1957.<br>March 21 | .....                           | 107A,<br>1957 | Purchase and Removal of Secondhand Firearms and Miscellaneous Firearm Parts  | Police                | Rates and application. |
|                  |                   | Lock & Gun Co. ....             | .....         | .....  | .....                 | do. do.                |
|                  |                   | Percy Crackel Pty., Ltd.        | .....         | .....  | .....                 | do. do.                |
|                  |                   | R. M. Beaton .....              | .....         | .....  | .....                 | do. do.                |
|                  |                   | Shimenson & Co. Pty., Ltd.      | .....         | .....  | .....                 | do. do.                |
|                  |                   | K. Kato .....                   | .....         | .....  | .....                 | do. do.                |
|                  |                   | K. Fletcher .....               | .....         | .....  | .....                 | do. do.                |
|                  |                   | D. J. McGee .....               | .....         | .....  | .....                 | do. do.                |
| 1293/56          | do.               | .....                           | 105A,<br>1957 | Purchase and Removal of Colt Revolvers, as follows:—   | Chief Secretary's     |                        |
|                  |                   | Lock & Gun Co. ....             | .....         | Item 1 .....   | .....                 | 12s. 6d.               |
|                  |                   | Shimenson & Co. ....            | .....         | Item 2 .....   | .....                 | £1.                    |
| 215/57           | do.               | Beam Service Station            | 109A,<br>1957 | Purchase and Removal of Secondhand McDonald 25 H.P. Diesel Engine (Serial No. 156.YD) ex Gnangara.                         | Forests               | £37 10s.               |
| 193/57           | do.               | W. E. Dye ....                  | 104A,<br>1957 | Purchase and Removal of 1950 model International Utility (Engine No. SD.220. 18712) ex Plant Engineer's Depot, East Perth. | Public Works          | £189.                  |
| 177/57           | do.               | A. A. Vance ....                | 101A,<br>1957 | Purchase and Removal of Secondhand Scot Bonnar 14in. Power Mower (No. BM.00308) ex Plant Engineer's Depot, East Perth.     | Public Health         | £35.                   |
| 214/57           | do.               | J. Krasnostein & Co. Pty., Ltd. | 110A,<br>1957 | Purchase and removal of 12 only Burnt Out Tramway Armatures  | Tramways and Ferries  | £51 7s 9d.             |

## REGISTRATION OF MINISTERS.

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

Registrar General's Office,  
Perth, 27th March, 1957.

## Appointments.

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

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

*The Salvation Army.*

705/53; 11/3/57; Lieut. Charles Dennis Gover; Park Street, Pingelly; Williams.

*Church of England.*

2041/57; 20/3/57; Rev. Donald Marsh Douglass, Th.L.; The Rectory, Port Hedland; Port Hedland.

2042/57; 20/3/57; Rev. Clifford William Rich, Th.L.; The Rectory, Mt. Magnet; Murchison.

*Elim 4 Square Gospel Church.*

2049/57; 26/3/57; Pastor Isaac James Hewitt; 20 Regent Street, Leederville; Perth.

## Cancellations.

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

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

*The Apostolic Church.*

711/53; 26/3/57; Pastor Isaac James Hewitt; Aborigine Rescue Mission, Jigalong, via Meekatharra; Port Hedland.

*Roman Catholic.*

2101/57; 1/1/57; Rev. Ian Douglas, S.M.; The Presbytery, 54 Stanton Road, Redcliffe; Perth.

NORMAN B. BRICE,  
Deputy Registrar General.

## APPOINTMENT.

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

Registrar General's Office,  
Perth, 27th March, 1957.

THE following appointments have been approved:—

R.G. No. 155/57—Sergeant Harold Thomas Purkiss as Assistant District Registrar of Births and Deaths for the Wellington Registry District, to maintain an office at Harvey during the absence of Sergeant Edward Percival Emberson; appointment to date from 25th March, 1957.

NORMAN B. BRICE,  
Deputy Registrar General.

## MINING ACT, 1904-1955.

## Appointments.

Department of Mines,  
Perth, 27th March, 1957.

HIS Excellency the Governor in Executive Council has been pleased to approve of the following appointments, viz.:—

221/32.—Police Constable Brian Joseph Fox as Bailiff of the Warden's Court, Southern Cross, vice Police Sergeant Gordon Copley Reade, resigned, to date from the 12th day of March, 1957.

89/55—Police Constable Alexander Lawrence Liddelow as Deputy Mining Registrar, Wiluna, vice Police Constable Ralph Hamilton Sharp, transferred, to date from the 24th day of January, 1957.

A. H. TELFER,  
Under Secretary for Mines.

## MINING ACT, 1904-1955.

Department of Mines,  
Perth, 27th March, 1957.

It is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1955, His Excellency the Governor in Executive Council has been pleased to deal with the undermentioned Leases, Applications for Leases, Surrender, Refusals, Fines in Lieu of Forfeiture, Tailings Licenses, and Temporary Reserves as shown below.

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

The undermentioned applications for Gold Mining Leases were approved, subject to survey :—

| Goldfield.           | District.            | No. of Application.                  |
|----------------------|----------------------|--------------------------------------|
| East Coolgardie .... | East Coolgardie .... | 6564E*.                              |
| East Murchison ....  | Lawlers ....         | 1361*, 1362.                         |
| Pilbara ....         | Marble Bar ....      | 1148*, 1152, 1153, 1154, 1155, 1156. |

\* Conditionally.

The undermentioned application for a Tailings Lease was approved, subject to survey :—

| Goldfield.           | District.            | No. of Application. |
|----------------------|----------------------|---------------------|
| East Coolgardie .... | East Coolgardie .... | 107E (188)*.        |

\* Conditionally.

*Miner's Homestead Lease.*

The undermentioned application for a Miner's Homestead Lease was approved, subject to survey, to date from 1st January, 1957 :—

| Goldfield.     | District. | No. of Application. |
|----------------|-----------|---------------------|
| Peak Hill .... | .....     | 35P.                |

The undermentioned application for a Gold Mining Lease was refused :—

| Goldfield.   | District. | No. of Lease. | Name of Lease.   | Applicant.                                |
|--------------|-----------|---------------|------------------|---|
| Yilgarn .... | .....     | 101PP         | "North End" .... | Kimberley Oil Exploration Syndicate, Ltd. |

The undermentioned application for a Miner's Homestead Lease was refused :—

| Goldfield.     | District. | No. of Lease. | Name of Lease.   | Applicants.                           |
|----------------|-----------|---------------|------------------|---------------------------------------|
| Peak Hill .... | .....     | 34P           | "Horseshoe" .... | Ryles, John Harold ; Councillor, Roy. |

The surrender of the undermentioned Tailings Lease was accepted :—

| Goldfield.     | District.        | No. of Lease. | Name of Lease.   | Lessee.          |
|----------------|------------------|---------------|------------------|------------------|
| Murchison .... | Meekatharra .... | 4N (187)      | "Steiner's" .... | Steiner, Julius. |

The Lessee of the undermentioned Gold Mining Lease was fined the sum set opposite the same as an alternative to forfeiture of such lease for breach of labour conditions.

| Goldfield.   | District. | No. of Lease. | Lessee.                         | Fine. |
|--------------|-----------|---------------|---------------------------------|-------|
| Yilgarn .... | .....     | 4326          | Polkinghorne, Frank Leslie .... | £3    |

The Lessee of the undermentioned Gold Mining Lease was fined the sum set opposite the same as an alternative to forfeiture of such lease for breach of labour conditions. The lessee also to pay the plaintiff's costs, the said fine to be applied to such costs.

| Goldfield.           | District.            | No. of Lease. | Lessee.                | Fine. | Costs.   |
|----------------------|----------------------|---------------|------------------------|-------|----------|
| East Coolgardie .... | East Coolgardie .... | 6487E         | Sanderson, George .... | £10   | £15 15s. |

The undermentioned applications for Licenses to Treat Tailings or Mining Material were approved conditionally :—

| No.           | Corres. No. | Licensee.                 | Goldfield.     | Locality.        | Period.                               |
|---------------|-------------|---------------------------|----------------|------------------|---------------------------------------|
| 1363H (2/56)  | 1172/56     | Gill, Alexander ....      | Murchison .... | Big Bell ....    | Six months as from 1st April, 1957.   |
| 1365H (1/57)  | 131/57      | Turner, Frederick Wellman | Murchison .... | Reedy ....       | Three months as from 1st April, 1957. |
| 1367H (1N/57) | 153/57      | Rinaldi, Dominic          | Murchison .... | Meekatharra .... | Three months as from 1st April, 1957. |
| 1368H (2N/57) | 154/57      | Rinaldi, Dominic          | Murchison .... | Meekatharra .... | Three months as from 1st April, 1957. |

The undermentioned Temporary Reserve has been approved conditionally :—

| No.   | Corres. No. | Occupier.                     | Term.                                    | Locality.                                 |
|-------|-------------|-------------------------------|--|---|
| 1542H | 183/57      | Jones, Robert Load Cecil .... | Three months as from 15th February, 1957 | Kanowna, North East Coolgardie Goldfield. |

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

| No.   | Corres. No. | Occupier.                           | Term.                                 | Locality.   |
|-------|-------------|-------------------------------------|---------------------------------------|---|
| 1160H | 239/46      | Western Mining Corporation, Limited | Twelve months as from 8th March, 1957 | Feysville, East Coolgardie Goldfield.               |
| 1161H | 237/46      | Western Mining Corporation Limited  | Twelve months as from 8th March, 1957 | South-East of Feysville, East Coolgardie Goldfield. |
| 1162H | 238/46      | Western Mining Corporation Limited  | Twelve months as from 8th March, 1957 | Kambalda, East Coolgardie Goldfield.                |

#### BETTING CONTROL ACT, 1954.

IN accordance with the provisions of section 13, subsection 3, of the Betting Control Act, 1954, notice is hereby given of the registration, to become effective as from and including Monday, 1st April, 1957, of the undermentioned premises under the said Act as premises in which betting may be carried on by a bookmaker, together with the name of the person to whom the Certificate of Registration has been issued.

Perth—37 Adelaide Terrace—Brown, Gerald Louis Thomas.

T. H. ANDERSEN,  
Chairman, The Betting Control Board,  
of Western Australia.

#### BETTING CONTROL ACT, 1954.

Regulation 143.

Cancellation.

NOTICE is hereby given of the cancellation of the Certificate of Registration No. 222 and the current renewal Certificate thereof and Bookmaker's (Exclusive) Premises License No. 193 and the current renewal Certificate thereof in the name of Kevin Patrick Foley in respect of premises at 37 Adelaide Terrace, Perth, as from and including Monday, 1st April, 1957.

T. H. ANDERSEN,  
Chairman, The Betting Control Board,  
of Western Australia.

#### BETTING CONTROL ACT, 1954.

Regulation 143.

Cancellations.

NOTICE is hereby given of the cancellation of the Certificates of Registration and the Bookmaker's Licenses as shown hereunder:—

Smith, William Louis, Wundowie, Certificate of Registration No. 256 and the current renewal Certificate thereof and Bookmaker's (Exclusive) Premises License No. 220 and the current renewal Certificate thereof.

Chesson, John Edward, Austin Street, Cue, Certificate of Registration No. 166 and the current renewal Certificate thereof and Bookmaker's (Exclusive) Premises License No. 137 and the current renewal Certificate thereof.

Phillips, Ralph Andrew, 13 Glenroyd Street, Mount Lawley, Bookmaker's Grandstand Enclosure License No. 043 and the current renewal Certificate thereof.

T. H. ANDERSEN,  
Chairman, The Betting Control Board,  
of Western Australia.

## INDUSTRIAL AGREEMENT.

No. 3 of 1957.

Registered, 26th February, 1957.

Replaces Industrial Agreement No. 19 of 1953 as amended by Industrial Agreements No. 5 of 1954 and No. 38 of 1955.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 25th day of February, 1957, between the W.A. Midland Railway Employees' Industrial Union of Workers (hereinafter referred to as the "Union") of the one part, and the Midland Railway Company of Western Australia Limited (hereinafter referred to as the "Company") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

## 1.—Term.

The currency of this Agreement shall be for three years commencing from the beginning of the last pay period to commence in January, 1957, provided—

(i) That all provisions relating to a five (5) day week, where not previously operating, shall not apply until the beginning of the last pay period to commence in April, 1957.

## 2.—Arrangement.

1. Term.
2. Arrangement.
3. Area and Scope.
4. No New Designation.
5. No Reduction.
6. Preference.
7. Board of Reference.
8. Time Table Conference.
9. Knowledge of Roads.
10. Right of Entry.
11. Under Rate Workers.
12. Casual Workers.
13. Secretary's Pass.
14. Payment for Sickness.
15. Workers Performing Higher Duties.
16. Promotion.
17. Retirement.
18. Absence from Duty.
19. Shop Stewards.
20. Charges against Workers.
21. Uniforms and Protective Equipment.
22. Free Passes, Privilege Tickets and Season Tickets.
23. Water Allowance.
24. Transfer Accommodation Allowances.
25. Transfer and Transfer Allowance.
26. Payment for Travelling Time.
27. Away from Home and Meal Allowance.
28. Travelling by Sea.
29. Allowances and Arrangements for Guards and Goods Porters on Trains.
30. Allowances, Special Provisions, etc.
31. Apprentices.
32. Junior Workers.
33. Annual Leave and Holidays.
34. Guaranteed Week.
35. Week's Work Traffic Section (other than safe working porters).
36. Shift and/or Night Work.
37. Hours of Duty.
38. Overtime, Saturday and Sunday Time.
39. Workers in Breakdown Gangs and at Wash-aways.
40. Interpretations.
41. Alterations and Additions.
42. Wages.
43. Apprenticeship Regulations.

## 3.—Area and Scope of Agreement.

This Agreement shall apply only to workers employed by the Company in and about the working and maintenance of the Midland Railway, and shall be binding upon the abovenamed parties, and shall operate over the whole of the Midland Railway and the workshops used in connection therewith: Provided, however, that, except where otherwise

stated, the provisions of this Agreement shall not apply to those employed as part-time workers in the position of—

- (a) attendants or caretakers of sidings;
- (b) caretakers of barracks;
- (c) pumpers.

## 4.—No New Designation.

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

## 5.—No Reduction.

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

## 6.—Preference to Unionists.

(a) In this clause the term "unionist" means a worker who is a member of the applicant union, and the term "non-unionist" means a worker who is not a member of the applicant union.

(b) Unionists shall be given preference of employment and, if the Company employs a non-unionist, it commits a breach of this Agreement if during such employment there are unionists competent to do the work and available and ready to perform it.

(c) Notwithstanding the provisions of sub-clause (b) hereof, it shall not be a breach of this clause for the Company to employ a non-unionist if the latter, within 14 days of the commencement of his employment, makes application to join the Union and thereafter, if accepted, completes such application.

(d) Liberty is reserved to either party to this Agreement to apply to cancel or amend this clause at any time during the currency of this Agreement.

(e) If during the continuance of this Agreement the Union or the majority of the members of the Union shall be concerned in or take part in anything in the nature of a strike, the benefit of this clause shall ipso facto cease and determine.

(f) If any employment subsists or continues to subsist in breach of this clause, both the employer and the worker concerned shall be liable to a penalty for the breach.

(g) The foregoing provisions shall not apply to the following:—

- (i) Juniors or apprentices.
- (ii) Tradesmen employed in a temporary capacity.
- (iii) Carpenters and/or car and wagon builders who pursuant to the decision of Mr. President Dunphy dated 21/4/1949 (29 W.A.I.G. p. 137) have maintained their membership of Unions other than a Union party to this Agreement.

## 7.—Boards of Reference.

(a) The Court appoints for the purpose of the Agreement, Boards of Reference. The Boards shall each consist of a chairman and two (2) other representatives nominated by the parties. There are assigned to such Boards in the event of no agreement being arrived at between the parties to the Agreement the function of—

(i) Adjusting any matters of difference arising under this Agreement except such as involve interpretation of the provisions of the Agreement.

(ii) Deciding any other matter that the Court may refer to the Board from time to time.

(b) Separate Boards may be appointed for different sections corresponding to the occupations, callings, or avocations referred to in this Agreement, and/or for different districts.

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



## 8.—Time-table Conferences.

An employee of the Company (such worker to be a member of and to be nominated by the union) shall be permitted to attend the Company's half-yearly time-table conferences as representatives of the union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time-table could be avoided. The worker so acting shall be paid by the Company his ordinary wages, travelling time, and expenses as provided in the Agreement.

## 9.—Knowledge of Roads.

Except in the case of new lines opened for Traffic, and so far as the requirements of the service will permit, a guard, before being required to take a train over a road with which he is not acquainted, shall be allowed to travel over it at least twice with a guard familiar with the road without loss of pay. Should the exigencies of the service require a guard to be sent over a road with which he is not acquainted, the station-master shall report the circumstances to the head of the branch.

## 10.—Right of Entry.

(a) Accredited representatives of the Union desiring to enter the Midland Junction Workshops on a bona fide union business concerned in the maintenance of the Agreement and appropriate working conditions shall be given entry if they make application to a responsible officer of the Company and state the nature of their business. For this purpose, the Mechanical Engineer, Assistant Mechanical Engineer and Works Foreman are to be regarded as responsible officers.

(b) Accredited representatives of the Union desiring to enter other premises of the Company must first make application to the responsible officers of the sections, stating the nature of their business.

## 11.—Under-Rate Workers.

(a) 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.

(b) If within seven (7) days after being notified of the worker's desire to work at a lower rate of wage than that prescribed, the said Secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest Resident or Police Magistrate to fix such lower rate of wage. The worker shall give such Secretary two (2) days' notice in writing of his intention to apply to the magistrate, and the said Secretary or his agent may attend and oppose the application.

The magistrate may fix the rate of wage, and his decision shall be final.

(c) Any worker whose wage shall have been so fixed may work for and be employed by the Company for such wage for the period of six (6) calendar months thereafter and, after the expiration of the said period, until fourteen (14) days' notice in writing shall have been given to the worker by the Secretary of the Union requiring his wage to be again fixed in the manner prescribed by this Agreement.

## 12.—Casual Workers.

A worker employed for less than one (1) week continuously shall be deemed to be a casual worker and shall be paid ten per cent. (10%) in addition to the rates specified, provided that this shall not apply to a worker who, when work is available, leaves his employment before the expiration of one (1) week.

## 13.—Secretary's Pass.

The Company shall grant leave without pay for the continuous period or otherwise of thirty (30) days in each year to the Secretary of the Union (should such Secretary be a railway worker) to enable him to attend exclusively to the union work, and a free pass will be issued to the said Secretary, whether he be an employee or not, for that period, but the pass may be withdrawn at the Company's discretion. Such pass shall be used exclusively for Railway Union work, and not for political purposes.

## 14.—Payment for Sickness.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of the guaranteed week's work for each completed month of service: Provided that payment for such absence through such ill-health shall be limited to one (1) week in each year, 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.

(ii) Payment hereunder may be adjusted at the end of each year, or at any time the worker leaves the service, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(iii) For the purpose of this clause the term year means the year ending 30th June or 31st December, according to which of these dates the annual leave of the worker is calculated.

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

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

## 15.—Workers Performing Higher Duties.

(a) A worker engaged for more than one-half ( $\frac{1}{2}$ ) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift; if employed for one-half ( $\frac{1}{2}$ ) or less than half ( $\frac{1}{2}$ ) of one (1) day or shift, he shall be paid the higher rate for the time actually worked: Provided, however, that acting time of less than twenty (20) minutes in any one (1) day or shift shall not be counted: Provided further, that the conditions applicable to such higher duties shall apply.

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

## 16.—Promotion.

(a) A worker promoted to a higher position, the minimum pay for which is less than he received in the position vacated, shall be paid his former rate.

(b) A junior worker on attaining the age of twenty-one (21) years, provided he has passed the prescribed examinations, if any, shall be entitled to preference of employment as a senior in the branch in which he has been working, should a vacancy exist in such branch.

(c) Before any promotion to a vacancy is made other than by selection of the senior men, application for the vacancy shall, in the case of vacancies in the workshops or in the stores branch, be invited by notices posted on the recognised notice boards, and in the case of other vacancies by notification either by wire or circular to all stations; provided that this subclause shall not apply in any case where it is necessary to fill a position without the delay involved by the calling of applications, in which case a temporary appointment may be made, pending the making of a permanent appointment.

Provided further that the vacancy shall be advertised and the appointment made within two (2) months from the date on which the vacancy occurred. Provided further that where an appeal has been lodged, the date of appointment shall be deemed to be the date of the decision of the appeal. A worker who has been appointed and has not taken up his new position shall be paid at the rate applicable to the new position after 3 months from the date of appointment.

(d) In the case of promotion, the selection of a worker for the higher position shall be governed by the relative ability, suitability, record and experience. All other qualifications being equal, the senior man shall be selected.

Where the senior man is not selected for the position an appeal may be made by the worker aggrieved to the Company within seven (7) days of the time when such aggrieved worker shall receive notice of his application having been refused. Pending the hearing and determination of this appeal to the Company the appointment made shall be considered as purely temporary so that in the event of the appeal succeeding the senior worker may be appointed to the position.

(e) In the case of a married worker refusing promotion owing to lack of accommodation at the place where the vacancy exists, he shall not be penalised because of his refusal to accept such promotion. For the purpose of this clause "accommodation" shall be deemed to include the provision of a house which may be rented by such worker.

(f) After three (3) months' continuous service in a higher grade, a vacancy shall be deemed to exist in such grade, and it shall be filled subject to subclauses (c), (d) and (e); provided, however, that this subclause shall not apply where the position filled was caused by sickness, accident, long service leave, or leave without pay or holidays of any worker.

#### 17.—Retirement.

(a) No worker after six (6) months' continuous service shall leave the service of the Company until the expiration of two (2) weeks' written notice of his intention so to do without the approval of the Company.

(b) Except in the case of summary dismissal for misconduct, two (2) weeks' written notice shall be given by the Company to any such worker whose services are no longer required, and the reason for dismissal shall be stated in such notice.

(c) In the event of either the Company or the worker failing to give the prescribed notice, wages shall be paid or forfeited, as the case may be, to the extent by which the actual notice given falls short of the two (2) weeks' notice. Wages so forfeited by the worker may be deducted from any wages due to such worker up to the time of his leaving the service of the Company. Provided that where both parties agree to the acceptance of notice of less than two (2) weeks, no penalty shall be imposed. Within the metropolitan area wages due shall be paid within twenty four (24) hours (excluding Saturdays, Sundays, or Public Holidays) of ceasing work.

#### 18.—Absence from Duty.

(a) Any member of the running staff, being unable to attend to his duty through sickness, shall notify his foreman or other officer-in-charge at least three (3) hours before the time he is booked for duty, and he shall also satisfy such foreman or officer that he is unfit to attend to his duties.

(b) Any such worker so absent shall not again be booked up for duty unless he notifies such foreman or officer not later than noon on any day that he is fit to resume, and in such case there shall be no obligation to employ him until the following working day. A worker who books off duty on afternoon shift who reports for duty before 10 a.m. on the following day shall be provided with work on that day.

(c) Any other worker losing time through sickness or injury shall, as soon as possible, notify his foreman or other officer-in-charge when possible, in sufficient time to permit of arrangements being made for the performance of his duties. Any such worker who fails to do so shall be treated as absent without leave.

(d) Subject to the provisions of clause 14 (Payment for Sickness) any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

#### 19.—Shop Stewards.

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

#### 20.—Charges Against Workers.

(a) If, in the opinion of the officer-in-charge, any irregularity on the part of any worker should be reported, he will, within seven (7) days (or, if not at a main depot or station, then within ten (10) days) from his first knowledge of the occurrence notify such worker that he has been so reported.

(b) When a charge has been made against any worker he shall be supplied with a copy of such charge and copy of any reports other than reports to the head of the branch which is to be used in relation to such charge.

(c) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(d) When a worker against whom a charge is pending has made a statement to an officer-in-charge, and which statement the officer-in-charge has taken down in writing such worker shall either be furnished with a copy of such statement, or be allowed to take a copy of it.

(e) If a final decision in any case in which a charge has been made against a worker be not given within three (3) calendar months of the occurrence, first coming to the knowledge of the Head of the Branch or within 14 days of the final determination of any charge relating to the occurrence brought against the worker by a party other than the Company (whichever is the later) the charge in question shall lapse.

(f) A worker who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sundays or holidays) following the date on which he was suspended. Except in cases where dismissal follows suspension, a worker shall be paid for any time under suspension in excess of six (6) days referred to, provided the worker has not delayed the submission of his explanation of the offence for which he was suspended.

(g) Where a worker exercises his right of appeal, no deduction shall be made from his wages in respect of any fine until a final decision has been given.

(h) Where a worker has been fined an amount exceeding one (1) day's pay, the amount to be deducted from any fortnight's pay shall not be greater than one (1) day's pay except with the consent of the worker concerned.

(i) Where owing to the absence from duty of a worker through leave or illness it is not possible to notify him within the period prescribed in subclause (a) that he has been reported, the provision shall be regarded as having been complied with if he is so notified within seven (7) days of his resuming duty following such absence. In such cases, the period in which a final decision as per subclause (e) may be made shall be extended to three (3) calendar months from the date of the worker's resumption of duty following absence.

#### 21.—Uniforms and Protective Equipment.

The following equipment shall be supplied by the Company:—

Guards (Passenger and Mail)—1 cap and 2 suits per annum; and 1 mackintosh, or overcoat, every four years.

Guards (Mixed or Goods)—1 cap and waterproof cover per annum or 1 cap and waterproof cover and 1 helmet every two (2) years; 1 three-quarter oilskin coat every three years; 1 pair leather leggings every six years; 2 suits per annum.

Shunters and Head Shunters—1 waterproof cap cover; and 1 cap and 1 felt hat; and 2 suits per annum; 1 three-quarter oilskin coat every two years; 1 pair leather leggings every six years.

Porters (other than those engaged solely on Goods Work)—1 cap and 2 suits per annum.

Lampmen and Car Cleaners—In lieu of one (1) cap and two (2) suits per annum; one (1) cap without badge; and two (2) suits of overalls per annum.

Sheeters Working Outside—1 oilskin coat every two years; 1 pair leather leggings every six years; 2 suits of overalls per annum.

Ticket Collector—1 cap and 2 suits per annum.

Lavatory Attendants (Traffic Branch only)—1 cap and 1 suit per annum.

Gate-keepers—1 cap and 1 suit per annum.

Number Takers—1 cap and 2 suits per annum; 1 oilskin jacket and oilskin leggings every two years.

Ticket Examiners on Trains—1 cap and 2 suits per annum; 1 mackintosh or overcoat every four years.

Conductors—1 cap and 2 suits per annum; 1 mackintosh or overcoat every four years.

Checkers—1 cap and helmet every two years.

Checker Working Outside—1 oilskin coat every two years; and 1 pair leather leggings every six years.

Car and Wagon Builders on Battery Boxes—Woollen overalls as needed.

Workers hosing out stock trucks at Midland Junction—1 three-quarter oilskin coat and 1 pair gum boots to be provided for use of men so engaged.

Employees in the Traffic Branch requiring occasionally to work outside during wet weather shall be allowed the use of emergency oilskin coats.

Fuelmen on Coal Stages—1 oilskin coat every two years; and 1 pair leather leggings every six years.

Watchmen (other than Traffic or Civil Engineering Branch)—1 oilskin coat every two years; or 1 overcoat every four years.

Car and Wagon Examiners employed on outside work—1 oilskin suit every two years; 2 suits overalls or 2 suits dungarees per annum.

Oilers—1 oilskin suit every two years.

Electric Battery Hand and Assistant: Acid Room Attendants—2 suits woollen overalls per annum; rubber boots when required.

Raker-out and Tuber—2 dungaree suits per annum.

Men employed at Oil Store, Midland Junction—1 suit dungaree overalls per annum.

Gangers and Repairers—1 long oilskin coat every two years; 1 pair leather leggings every six years.

Provided such need not be supplied to temporary repairers with less than six months continuous service.

Length Runners—1 oilskin suit every two years.

Workers not solely employed on sheeting shall, when employed on such work if not notified the previous day, be supplied with overalls for the time so occupied. Workers in Running Sheds shall have available, oilskins or other efficient substitutes for their use when required to work in wet weather.

#### Protective Equipment.

(a) The Company shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gumboots, Neo Prene ear protectors, helmets, or other efficient substitutes therefor) for use by the workers when engaged on work for which some protective equipment is reasonably necessary.

(b) Every worker shall sign an acknowledgment on receipt thereof, and on leaving the employment shall return same to the Company.

(c) During the time the same are on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(d) No worker shall lend another worker the equipment so issued to such first mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

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

General.—In addition to the foregoing, any equipment now being supplied shall be continued. The equipment shall be held by the worker and used on duty only, and shall not be sold or disposed of.

Clothing need not be supplied to casual workers.

Where two suits are provided, delivery shall be made at the beginning of the summer and winter seasons.

#### 22.—Free Passes, Privilege Tickets and Season Tickets.

(a) (i) After twelve (12) months continuous service a worker shall be allowed three (3) passes per annum as under.

(ii) One (1) station-to-station pass on the occasion of the annual or long service leave, to cover the full term of leave due.

(iii) Two (2) privilege passes from one given station to another and return.

Provided however that in the event of the worker, owing to domestic arrangements desiring to return to his home leaving his family at the holiday destination, the pass issued will be considered as available for the return of the family, or a separate pass issued therefor.

In addition to the worker the passes shall be available for his wife and unmarried members of his family under eighteen (18) years of age; unmarried daughters over 18 years of age; and his parents: Provided they are resident with and dependent upon him for support. The station-to-station passes if second class may be changed to first-class on payment by the worker of half the additional fare at ordinary rates.

For the purpose of this clause a member of the family shall be deemed to be dependent provided such member's income does not exceed sixty shillings per week, exclusive of old-age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent. A widower with his child or children resident with him and who regularly employs a housekeeper may, at the discretion of the Company, be granted passes for such housekeeper; in like manner an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station-to-station pass for his wife and dependents, as mentioned in subclause (a) hereof, where it is inconvenient for both to travel together.

(c) Should any worker through illness be unable to use his station-to-station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(d) After six (6) months' continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station-to-station, for the term of such holidays: Provided that, should a worker not have given the requisite notice, or obtained the consent of the Company to leave the service as provided for in clause 17, he shall forfeit all claim to any passes he would otherwise have been entitled to under the provisions of this clause.

(f) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch for the purpose of obtaining medical or dental attention for himself or members of his family dependent upon him.

(g) Market Passes—Workers stationed outside suburban areas shall be issued market passes once per month to the market town most convenient to the Company and the worker. The passes may be issued in favour of the worker, his wife, or his housekeeper and children between the ages of five (5) and fourteen (14) years. A worker's wife or housekeeper may be granted a market pass once per fortnight, if required: Provided that the maximum number of passes granted under this subclause shall be two (2) per month. A market pass may include a perambulator, or go cart, if required.

(h) Free Freight—Domestic supplies up to a maximum weight fortnightly of two hundred-weight (2 cwt.) for married men and one hundred-weight (1 cwt.) for single men shall be carried free by rail to home station from the market town most convenient to the Company and the worker, and, in addition, meat, bread, vegetables and dairy produce, when not obtainable locally shall be carried free from the market town most convenient to the Company and the worker where same are procurable. All such supplies shall be for the sole use of the worker and his family. This subclause shall not apply to the suburban areas: Provided that this concession shall not apply when any member of the worker's family conducts a boarding-house or store at the home station.

(i) Free passes shall not apply to race or hired special, guaranteed special, or special excursion trains or buses within a 50 mile radius, or when in the opinion of the stationmaster, or authorised person at the station or stopping place where the worker desires to commence his journey, there is not ample room in the train or bus.

(j) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight; provided that the work upon which they are engaged will permit of their doing so. No travelling time shall be paid. Provided also that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(k) Privilege Tickets—After six (6) months' continuous service, a worker shall be allowed privilege return tickets for himself, wife and unmarried members of his family under eighteen (18) years of age; also unmarried daughters over eighteen (18) years of age, provided they are resident with and dependent upon the worker's earnings; the charge for the privilege tickets to be half the single fare for the return journey, with a minimum of one shilling and six pence (1s. 6d.) for adults and ninepence (9d.) for children.

(l) Season tickets—On the Company's Railway second class season tickets at half the ordinary season ticket rates, available between the station nearest his residence and his place of work, shall, on application, be issued to any worker. To any worker in receipt of forty-five per cent. (45%) of the basic wage or under per week, one-quarter of the ordinary season ticket rates shall be charged.

#### 23.—Water Allowance.

Water shall be delivered alongside the line gratis to any worker in the following scale:—

To a married man—30 gallons per day.

To a single man—10 gallons per day.

This shall not apply to stations where a public water scheme is available.

#### 24.—Transfer Accommodation Allowance.

(a) Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available, they shall be paid the sum of fifty-five shillings (55s.) per week until such time as suitable accommodation is available, or for a period of six (6) months, whichever shall be the shorter.

The term "married men" shall for this purpose also include widowers with dependents and also others with dependents.

(b) Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case the details of the expenses shall be submitted, and all items in excess of five shillings (5s.) must be supported by receipted vouchers. Provided however, that such payment shall be limited to a period of six (6) months and shall not exceed thirty shillings (30s.) per week.

(c) Any dispute arising between the Union and the employer as to the amount (if any) payable under this clause to any particular worker shall be referred for settlement to a Board of Reference constituted under clause 7 of this Agreement.

#### 25.—Transfers and Transfer Allowances.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer, and, if on inquiry it is found that such a transfer can be arranged with another worker to suit the convenience of the Company, then he shall be re-transferred.

A worker transferred from one station to another over one mile distant, involving a change of residence shall—

- (i) be paid not less than ten pounds (£10) for a married man and thirty shillings (30s.) for a single man; a married man who does not transfer his family shall be paid as a single man until he does transfer his family;
- (ii) be paid such further out-of-pocket expenses (if any) as the Company in its discretion shall decide to have been reasonably incurred;
- (iii) be granted free passes for himself and family (including those dependants mentioned in the interpretation of "married man" and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects, including one cow and not more than two (2) goats; where the train is provided with appropriate sleepers and the worker's journey extends through the night he and his family shall be supplied with sleeping berths;
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime, Saturday or Sunday time rates shall apply;
- (v) married workers shall be allowed one (1) day for packing and one (1) day for unpacking. A married man who does not transfer his family shall be treated as a single man.

(b) Any worker who is transferred from one place to another to suit himself, or who is transferred by way of punishment, shall be entitled to the provisions of subclause (a) (iii) only; Provided however that in the case of a worker who has applied for a transfer for his own convenience, such application shall be deemed to have lapsed after the expiration of three (3) months from the date thereof, and if such application is not renewed, and the worker is subsequently transferred, the provisions of this clause shall not apply.

(c) At least ten (10) days' notice of the actual transfer day shall be given to a worker required to transfer permanently from one station to another.

(d) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at any depot for relief or other purposes for a lesser period, he shall be paid away-from-home or lodging allowance provided for in his section of this Agreement.

#### 26.—Payment for Travelling Time.

(a) A worker travelling as a passenger going to work away from or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time for the first eight (8) hours, and thereafter at half the ordinary rates in any one period of twenty-four (24) hours.

(b) Any worker travelling as a passenger going out to act in a higher capacity or returning after acting in a higher capacity shall receive payment for travelling and waiting time at the minimum rate for such higher capacity.

(c) Where the waiting time exceeds four (4) hours (and suitable accommodation is available) the worker shall be deemed to be booked off duty and shall not be entitled to payment for the time he is booked off.

(d) Sunday travelling time shall be paid at the same rate and on the same conditions as on week days. The penalty rate payable under clauses 38, 1, (c) (i) and (ii) for work on Saturday shall not apply to travelling time on Saturday.

(e) The hours in the case of a member of a fettling gang shall commence and end each day at the tool shed, excepting when the place of work is closer to the employee's place of residence and he is not required to attend at the tool shed, in which case the commencing or finishing time shall be at the place of work. Provided that when in the opinion of the ganger the efficient maintenance of track necessitates an employee finishing work elsewhere than herein stated he shall be allowed reasonable travelling time at ordinary rate to the tool shed or to a point on the track nearest his home (if he be not required to go the tool shed) whichever is the closer.

(f) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m. Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one day: Provided further that where by virtue of the length or nature of the journey the sleeping berth is available for six (6) hours or less, travelling time shall be paid for such period with a minimum of four (4) hours.

#### 27.—Away from Home and Meal Allowance.

(1) The following allowances shall be granted to guards, goods porters on trains, conductors and ticket examiners who are booked off or temporarily lodging away from their home station:—

(a) Where barracks are provided—For the first thirty (30) hours or part thereof nine shillings and sixpence (9s. 6d.); Thereafter for the balance of one week twelve shillings and sixpence (12s. 6d.) per day with a maximum of four pounds (£4) per week; Thereafter ten shillings and sixpence (10s. 6d.) per day with a maximum of three pounds ten shillings (£3 10s.) per week.

(b) Where barracks are not provided—For the first thirty (30) hours or part thereof fifteen shillings (15s.); Thereafter twenty shillings (20s.) per day with a maximum of four pounds fifteen shillings (£4 15s.) per week.

(c) "Day" for the purpose of this subclause shall be each twenty-four (24) hour period following the thirty (30) hour period referred to in (a) above.

(d) The allowance shall be calculated from the time of booking on to the time of booking off at home station.

(e) Workers shall not be booked off away from their home station for two (2) Sundays in succession where it can be avoided by any reasonable arrangement.

(2) The following allowances shall be granted to workers (other than those specified in subclause (1) hereof) temporarily lodging away from their home station—

(a) Where barracks are used—For the first day or part thereof nine shillings and sixpence (9s. 6d.); Thereafter for the balance of one week twelve shillings and sixpence (12s. 6d.) per day with a maximum of four pounds (£4) per week; Thereafter ten shillings and sixpence (10s. 6d.) per day with a maximum of three pounds ten shillings (£3 10s.) per week.

(b) Where barracks are not used—For the first day or part thereof fifteen shillings (15s.); Thereafter twenty shillings (20s.) per day with a maximum of four pounds fifteen shillings (£4 15s.) per week.

(c) "Day" for the purpose of this subclause shall mean each twenty-four (24) hour period commencing from the time of leaving the home station.

(d) Where a worker elects under the following subclause not to use the barracks provided, no further claim shall be entertained under subclause 7 (a) hereof.

(e) It will be optional for the workers to use the barracks and/or the Company to allow them to do so.

(f) The allowance shall be calculated from the time of leaving to the time of returning to the home station.

(3) (i) Any worker other than a worker covered by Clause 29, absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid five shillings (5s.) for his second and each succeeding meal.

(ii) If such worker in fact incurs expense additional to that which he would have incurred at his home station in procuring his first meal and submits proof satisfactory to the Company of such additional expense, he shall be re-imbursed the actual additional expense incurred up to a maximum of five shillings (5s.).

(4) The foregoing provisions shall not apply to gangers and repairers at out-camps on their own lengths, but they shall be granted four shillings (4s.) for each night during which their gang is stationed at an out-camp.

(5) In lieu of the foregoing allowances any worker camped out for not less than three (3) days continuously, if supplied with tent or van and stretcher, rugs and cooking utensils, shall be granted a camping-out allowance of ten shillings (10s.) per night with a maximum of three pounds five shillings (£3 5s.) per week. A separate van or tent shall, where possible, be provided for storage of Company's gear.

(6) When a worker other than a worker covered by the foregoing provisions without being notified on the previous day is required to continue working after knock-off time for more than one and three quarter (1½) hours or after 6 p.m. he shall be provided with any meal required, or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof. Provided that this shall also apply to workers in the traffic section (other than the running staff) whose hours of duty have been extended by more than one (1) hour beyond a recognised meal period.

(7) General.—(a) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the head of the branch shall also have discretion to make any such additional allowance as may under the circumstances be justified.

(b) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train or other public transport to his home station for the night, or unless approved by the head of the branch.

(c) Where payment is made for less than a day it shall be made proportionately to the daily rate and brought to the nearest sixpence (6d.) i.e. Threepence or over to count as sixpence.

(d) Married workers temporarily transferred for a period exceeding three (3) months, but which is not reasonably expected to exceed six (6) months (for the purpose of meeting seasonal, or exceptional, or temporary traffic in the traffic section), and not moving their permanent homes will be paid a weekly allowance of seventy shillings (70s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes: Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in this subclause shall in no case exceed the allowance payable under subclause (1) hereof.

(e) Where unattended barracks are used, an additional one shilling (1s.) per day shall be paid. The first thirty (30) hours under (1) (a) to also count as a day for the purpose of this payment.

(f) The foregoing allowances will not be paid:—

- (i) during any period of absence from duty unless such absence is due to sickness of the worker, and does not exceed one (1) week;
- (ii) during any period of annual leave or long service leave.

#### 28.—Travelling by Sea.

A worker when travelling by coastal boat shall be entitled to first class accommodation on the boat, and to one fourth only of the usual away from home allowance, and travelling time shall be paid at ordinary rates: Provided that not more than eight (8) hours shall be paid for as travelling time in any one period of twenty four (24) hours.

#### 29.—Allowances and Arrangements for Guards and Goods Porters on Trains.

(a) Any worker under this clause rostered for duty and being informed that he is not required, shall, unless he has been notified as provided in subclause (f) be paid two (2) hours' pay at ordinary rates, but may be called for further duty without any further period of rest.

(b) Any worker under this clause shall, once having signed on be paid not less than four hours pay at the rate applicable to the day and no such worker booked off at a foreign station shall have his rostered time for return to his home station put back more than once, except under circumstances beyond the control of the Company.

(c) Any worker under this clause attending at a depot with a hamper for a trip for which he is booked, and which is cancelled, or who shall have received less than two (2) hours' notice of the cancellation of a trip requiring a hamper, shall be allowed three shillings and sixpence (3s. 6d.) in respect of such hamper.

(d) Any worker under this clause having to proceed on an "away from home" job with less than four (4) hours' notice shall be paid an amount of three shillings and sixpence (3s. 6d.) in addition to ordinary expenses.

(e) Any worker under this clause notified between 5 p.m. and 10 a.m. of a "book off" job requiring him to come on duty between those hours shall receive an allowance of three shillings (3s. 6d.) in addition to ordinary expense. This provision shall also apply to any worker notified of a "book off" job between 5 p.m. on the day preceding and 10 a.m. on the day following any public holiday on which grocery and butchers shops are closed, if required to come on duty between those hours.

The provision shall also apply to any worker required to come on duty on a "book off" job between 12 noon Saturday and 10 a.m. Monday, unless the worker is notified or word left at his place of residence before 11 a.m. on the Saturday.

(f) No worker under this clause rostered for duty shall be entitled to any pay or allowance when notice that he is not required has been left at his place of residence at least two (2) hours before his rostered time.

(g) (i) Guards of goods and mixed trains shall be allowed thirty (30) minutes before departure time to prepare for their trip, and where the distance between the place where they sign on and where they commence duty exceeds a quarter of a mile, they shall be allowed an extra five (5) minutes for each quarter of a mile in excess thereof.

(ii) Other guards shall be allowed fifteen (15) minutes to prepare before starting on a trip.

(iii) All guards shall be allowed fifteen (15) minutes at the close of each shift.

(iv) In cases where guards take over trains en route fifteen (15) minutes allowance only will be made.

(v) The time under this subclause may be increased where the work to be performed warrants such increase.

(vi) Save as herein provided nothing in this subclause shall operate to reduce the time at present allowed to any guard so long as present conditions remain unaltered.

(h) Any worker under this clause booked off shall come on duty at such time as he may be directed before leaving the station by the responsible person in charge or by the roster posted at the station. Except in cases of emergency, or unless in special cases by agreement between the Union and the Company, the minimum time a worker under this clause shall be off duty at home or temporary home station shall be twelve (12) hours, and at foreign station eight (8) hours for the first time he is booked off after leaving the home or temporary home station and ten (10) hours for every subsequent time that he is booked off before returning to the home or temporary home station. In cases of emergency, unless for good reason to the contrary, the worker who has been off duty the longest shall be the first to be called on. In this subclause, the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen, and might reasonably have been provided for without encroaching on the 12-hour rule.

(i) When a worker under this clause is brought on duty without the prescribed period of rest, he shall be paid continuous duty as from the time he is booked on on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case he shall be deemed to have been booked off duty in so far as the computation of any away from home allowance is concerned.

(j) The present practice in regard to the calling of guards shall be continued.

(k) At home stations, should a worker under this clause not be able to ascertain when booking off from the responsible person in charge, or from the roster, when he will be required for further work, he shall be free to assume that he will not be required for twelve (12) hours, but at the expiration of that time, shall make personal inquiries at the depot as to when he will be required. If not then informed when he will be required, written notice shall be left at his place of residence at least two (2) hours before he is required to go on duty: Provided that if the twelve (12) hours expire after 5 p.m. and before 7 a.m. he shall not be required to make such inquiry until 8 a.m. following.

(l) Where practicable, all workers under this clause shall be worked on a weekly roster. Where there is no weekly roster a roster shall, where practicable, be posted daily not later than 2 p.m. except on Saturday, when it shall be posted not later than 12 noon. The roster posted on Saturday shall show both Sunday's and Monday's working.

(m) (1) Any worker under this clause (or employees acting in the classification referred to in this clause) who works and/or travels to a foreign station other than on temporary transfer and there is released from duty, and who before twenty (20) hours shall have elapsed from such release is not required to commence duty preparatory to his departure from such foreign station for another station at which he is to be again released from duty shall be paid "held away-from-home allowance" as follows:—

(i) If the period off duty exceeds twenty (20) hours, but does not exceed twenty-two (22) hours—one (1) hour's payment.

(ii) If the period off duty exceeds twenty-two (22) hours, but does not exceed twenty-four (24) hours—two (2) hours' payment.

- (iii) If the period off duty exceeds twenty-four (24) hours, two (2) hours' payment, and in addition, but subject to subclause (2) hereof payment for all time in excess of twenty-four (24) hours.

(2) The maximum amount payable as an allowance under the provisions of subclause (m) (1) hereof shall be as for eight (8) hours in respect of any detention of thirty-four (34) hours or less, which maximum shall be increased by fifteen (15) minutes payment for each subsequent hour (or portion thereof) beyond thirty-four (34) in any one period of detention.

(3) The amounts accruing due under subclause (m) (1) and (2) hereof may be counted towards the guaranteed week's work, but shall not be included for the purpose of overtime calculation.

(4) The aforesaid allowances shall be paid for at the rate appropriate to the work performed on the forward journey. Provided that an employee returning as a passenger to his home station shall be paid the foregoing allowances at his classified rate.

(5) Any allowance under this clause shall not be payable in respect of any time during which the employee is otherwise allowed payment (except for expenses). Provided that the employee shall be paid whichever amount is to his greatest advantage, nor shall such allowance be payable in any case where detention is the result of any act or omission of an employee or of other circumstances for which the Company cannot be reasonably held responsible.

### 30.—Allowances, Special Provisions, etc.

1. Dirty Work.—Work which a foreman and workman agree is of an unusually dirty or offensive nature—four pence (4d.) per hour extra. Without limiting the application of this provision it shall be deemed to include:—

- (a) Shunters and goods checkers employed in connection with the transit of sulphur from ship's side.
- (b) Car and wagon examiners working on trucks which were utilised in the transit of sulphur and have not been cleaned.
- (c) Workers when engaged cleaning flues, boilers, cesspools or dry wells.
- (d) Workers employed in bagging "Tropal."
- (e) Workers on repairs to coal handling plants, coal chutes, or work on coal stages, in situ.
- (f) Tradesmen employed on stripping down and dismantling diesel engines and transmission gear on tractors and earth moving equipment. The allowance shall not be paid when working on this equipment after it has been dismantled and cleaned.
- (g) Workers employed at Midland Junction Workshops on hot or dirty locomotives, or stripping for repairs locomotives, boilers, steam or electric cranes, or when repairing stationary boilers in situ (except repairs on bench to steam and water mountings on other parts) stripping locomotives for scrapping.

For the purpose of this subclause "employed on hot or dirty locomotives" shall mean and include:—

- (i) employed on locomotives from the time steam is registered ten pounds (10lb.) in the steam pressure gauge. This would include any work on the locomotive, but not on the tender;
- (ii) accompanying locomotives on trial trips from the time engine leaves the running depot until it returns to the depot;
- (iii) engaged on emergency jobs done in the workshops on any portion of the locomotive which is hot, while engine is under steam;
- (iv) testing boilers under steam;
- (v) repairing steam cranes while under steam;
- (vi) working in boilers which have not been removed from frames;

- (vii) working in smokeboxes of boilers which have not been removed from frames, until the superheater elements (where such exist) have been taken out, and the smokeboxes cleaned;

- (viii) working on horn cheeks on the trailing end of bar frame engines (when the ashpan has not been removed) and fitting axleboxes in them ready for marking off;

- (ix) working on horn cheeks of plate frame engines (from which boiler has not been removed) and fitting axleboxes in them ready for marking off.

Note.—"Under steam" means with a steam pressure gauge indicating ten pounds (10lb.) per square inch or more.

2. Confined Space.—Workers in confined spaces shall be paid sixpence (6d.) per hour extra except where otherwise provided.

A "confined space" means a working place, the dimensions of which necessitate an employee working in an unusually stooped or otherwise cramped position, or where confinement within a limited space is productive of unusual discomfort. On locomotives "confined space" includes work inside the barrel of a locomotive boiler (other than a boiler exceeding five feet two and a quarter inches (5ft. 2¼in.) in diameter from which all the tubes have been removed), the locomotive tender, the side tanks, the bunker tanks and saddle tanks and holding up on riveting back plates or copper tube plates and inside of smokeboxes where the main steam pipes, blast pipes or superheater elements are not all removed; in the case of other than locomotives shall mean and include all internal work in any boiler, steam drum, mud drum, firebox or vertical boilers, furnaces, flues, combustion chambers, receivers or superheaters, where the only entrance or exit is through a manhole or firehole door.

3. Height Money.—(a) Employees required to work at a height of fifty (50) feet or more above the nearest horizontal earth plane shall be paid one shilling and eightpence (1s. 8d.) per day extra.

(b) Boilermakers' assistants employed, hoisted off the ground, upon repairs to smoke-stacks shall be paid double time.

4. Hot Work.—Employees required to work in any hot place where the temperature raised by artificial means exceeds 115 degrees Fahrenheit, and welders when welding in a locomotive fire-box (in situ) shall be paid an allowance of two shillings (2s.) per hour for the time so engaged. Any broken time of less than one hour on such job shall be paid as a full hour worked. The person in charge of the job shall determine the temperature, which shall be taken at the place where the work is actually performed. This clause shall not apply to employees whose ordinary work is associated with temperatures raised by artificial means such as oxy-acetylene and electric welders (except when welding in a locomotive fire-box) nor to blacksmiths, forgemen, employees in forging gangs, furnacemen, brick arch builders or the like.

5. Leading Hands.—Except where elsewhere provided leading hands shall be paid as follows:—

- (a) Leading hands in charge of not less than three (3) and not more than ten (10) employees shall be paid fifteen shillings (15s.) per week extra.
- (b) Leading hand in charge of more than ten (10) and not more than twenty (20) employees shall be paid thirty shillings (30s.) per week extra.
- (c) Leading hand in charge of more than twenty (20) employees shall be paid forty five shillings (45s.) per week extra.
- (d) The foregoing shall be paid in addition to any other allowances throughout this clause.

6. Tool Allowances—(a) A weekly tool allowance shall be paid to tradesmen and apprentices as follows:—

Carpenters—Tradesmen 5s.; Apprentices 2s 6d (in 3rd, 4th and 5th year); Car and wagon builders—Tradesmen 5s.; Apprentices 2s.

6d. (in 3rd, 4th and 5th year); Plumbers—Tradesmen 4s. 6d.; Apprentices 2s. 3d. (1st to 5th years inc.); Watchmakers—Tradesmen 3s.; Apprentices 1s. 6d. (1st to 5th years inc.); Trimmers—Tradesmen 2s. Apprentices 1s. (1st to 5th years inc.); Bricklayers 2s.; Apprentices 1s. (1st to 5th years inc.); Painters and signwriters—Tradesmen 1s. 3d.; Apprentices 9d. (1st to 5th years inc.).

(b) Tool allowance shall not be paid if the worker be absent on extended, annual, or sick leave.

(c) Supply of Tools—

- (i) Sheet metal workers—The Company shall supply all tools required for the work.
- (ii) Apprentices—Car builders, wagon builders and carpenters' apprentices shall be supplied with the following tools: 6 chisels, 3 twist bits (auger), 6 nail bits, 1 brace 2 saws, 1 square, 1 rule, 1 oilstone, 1 nail punch, 1 screwdriver, 1 hammer, 1 mallet, 2 wooden planes (1 smoothing plane, and 1 jack plane).
- (iii) The foregoing tools shall remain the property of the Company. The worker shall be responsible for all breakages or losses and shall make good all such losses. At the conclusion of the apprenticeship course or satisfactorily passing final examinations, the tools prescribed for apprentices shall become the property of the apprentice.
- (iv) The foregoing shall be in addition to any other allowances throughout this clause.

7. Running Shed Allowances.—(a) Fitters, including electrical fitters, and their assistants, diesel maintainers, boilermakers assistants, brick arch builders, spark arrester repairers and their assistants, and rakers out and tubers when employed in, or if on the wages' staff of running sheds shall be paid at the rate of fourpence (4d.) per hour extra in lieu of all other allowances throughout this clause, excepting items 5, 13 and 30.

(b) Metal tradesmen and their assistants other than those referred to in (a) hereof shall be paid at the rate of one shilling (1s.) per day extra in lieu of all other allowances throughout this clause.

8. Blacksmiths and their assistants employed stripping locomotive engine springs, which have not been through the caustic soda process, shall be paid fourpence (4d.) per hour extra whilst so employed.

9. Blacksmiths' strikers employed on double fires shall be paid sixpence (6d.) per day extra provided that this allowance shall not be paid to those workers under Item 71 (c) of clause 42.

10. A blacksmith who is employed as a tool-smith or tool maker, hardening and/or tempering high-class precision tools such as milling cutters, shall be paid one shilling and fourpence (1s. 4d.) per day extra.

11. Boilermakers' assistants when employed upon flanging fires or at big press, shall be paid one shilling per day extra.

12. Boilermakers' assistants whilst actually working a pneumatic riveter of the percussion type, or other pneumatic tools of the percussion type, shall be paid fourpence (4d.) per hour extra whilst so engaged with a maximum of eightpence (8d.) per hour where confined space is also involved.

13. Welders or apprentices required to work in a boiler which has not been cooled down shall be paid at the rate of time and a half for each hour so worked. Any broken time or less than one (1) hour shall be paid for as one (1) hour.

14. Bricklayers when employed on flues or boilers shall be paid threepence (3d.) per hour extra.

15. Coppersmiths' assistants when engaged in mixing metals shall be paid one shilling (1s.) per day extra.

16. Coppersmiths' assistants when engaged with coppersmith on the oxy-acetylene and electric welding plant shall be paid twopence (2d.) per hour extra.

17. Dresser, blowing out internal cores of castings shall be paid one shilling and sixpence (1s. 6d.) per day extra.

18. Labourers employed on bitumen process shall be paid two shillings (2s.) per day extra.

19. Labourers employed as tar hands shall be paid two shillings (2s.) per day extra.

20. Lifters stripping vehicles shall be paid a stripping allowance of one shilling (1s.) per day for any day or part thereof so engaged.

21. Oxy-cutting tyres from wagon, coach and engine wheels one shilling (1s.) for each day or part thereof so engaged.

22. Plumbers, apprentices, assistants or labourers (other than septic tank attendants) on work involving the opening up of house drains or waste pipes for the purpose of clearing blockages or for any other purpose, or work involving the cleaning out of septic tanks shall be paid a minimum of two shillings and sixpence (2s. 6d.) per day in addition to the prescribed rate whilst so employed.

23. Plumbers and leading hand plumbers who hold the Metropolitan Water Supply, Sewerage and Drainage Department licence, shall be paid one shilling and sixpence (1s. 6d.) per day extra and those holding the Goldfields or Country Water Supply licence shall be paid ninepence (9d.) per day extra provided that a worker who holds both licences shall only be paid one shilling and sixpence (1s. 6d.) per day extra. These allowances shall be paid in addition to any other allowance prescribed in this clause.

24. Pneumatic tube cutter and tappers and brick arch builders shall be paid the same allowance as to tradesmen, whilst engaged upon any work in respect of which the tradesmen receive such an allowance.

25. Porters at car sheds utilised in the cleaning of lavatories of trains shall be paid sixpence (6d.) per day extra.

26. Painters' assistants when engaged fumigating buildings, etc., shall be paid threepence (3d.) per hour extra. When engaged cleaning out tenders and water tanks, or painting inside tenders and water tanks, they shall be paid sixpence (6d.) per hour extra.

27. Where, from the nature of the paint or substance used in spraying, a respirator would be of little or no practicable use in preventing the absorption of fumes or materials from substances used by a worker in spray painting, the worker shall be paid a special allowance of one shilling and threepence (1s. 3d.) per day.

28. Welding in copper fire-boxes shall be paid at the rate of sixpence (6d.) per hour extra.

29. A worker employed as a tapper-out if not a tradesman shall be paid four shillings (4s.) per day extra on casting days.

30. A tradesman (not employed as a first-class welder) or an apprentice in his final year, who in addition to his employment as such is also required to do welding (as distinct from cutting of a minor nature) shall be entitled to receive one shilling and fourpence (1s. 4d.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the "Higher Duties" clause of this Agreement.

31. Any worker employed upon concrete work shall be paid threepence (3d.) per hour extra.

32. Any worker working in water over his boots, or if gum boots are supplied, over the gum boots, shall be paid two shillings (2s.) per day extra.

33. Workers employed in scaling boilers shall be paid two shillings and sixpence (2s. 6d.) per day extra for each day or part thereof so engaged.

34. Moulders or any other worker directed by the employer to take charge of the ladle handle for casting steel shall be paid one shilling and sixpence (1s. 6d.) per day extra.



35. Any worker employed on jetties as a lumper shall be paid the ruling rate of wages for lumpers.

36. No goods shed worker shall be required to work more than five (5) consecutive hours without a meal.

37. The Company shall, where practicable, attach blowers to all woodworking machines and saws, the dust from which may reasonably be considered injurious to the health of the workers operating and working in the vicinity of such machines.

38. Where required by a worker, a suitable locker shall be provided.

39. 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.

40. Junior Workers (Living Away Allowance).—  
(a) Any junior worker under 17 years of age, who, in the opinion of the head of the branch is obliged to reside away from home owing to the requirements of the Company, shall be granted a board and lodging allowance equivalent to the difference between his prescribed wage and that provided for a junior worker aged 17 years.

(b) No allowance under this clause will be continued:—

- (i) during absence from duty without pay;
- (ii) during any period of annual leave;
- (iii) during any period of other absence from duty with pay, unless he continues to reside away from his home;
- (iv) during any period (after the expiration of one (1) month) in which he is continuously in receipt of travelling or away from home allowance.

### 31.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the Schedule attached hereto.

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

1. Blacksmith.
2. Fitter (mechanical).
3. Fitter (electrical).
4. Painter.
5. Carpenter.
6. Car and Wagon Builder.
7. Plumber.
8. Motor Mechanic.
9. Saw Doctor.
10. Turner and Iron Machinist.
11. Trimmer.
12. Watch and Clock Repairer.
13. Coppersmith.
14. Wood Machinist.
15. Panel Beater.
16. Sheet Metal Worker.
17. Scale Adjuster.

(c) After eighteen (18) months service, all apprentice blacksmiths shall be continually employed at a fire, and be supplied with a striker.

(d) Notwithstanding anything elsewhere contained in this Agreement to the contrary, an apprentice required to live away from his home shall be paid not less than the rate applying to an apprentice in his second year.

### 32.—Junior Workers.

Junior workers at Midland Junction Workshops may be employed as rivet boys, power hammer boys, helping apprentice blacksmiths, cleaning and sweeping shops, messenger boys, gathering bolts and rivets and screws, etc., which have been dropped by tradesmen, assisting in tool shop, nutting bolts, sorting, bagging and weighing bolts and nuts, rivets and spikes, holding up rivets up to half-inch ( $\frac{1}{2}$  in.) in diameter (provided the junior is not under eighteen (18) years of age), assisting ladlemen in daubing ladles, and also in the following operations, provided that there are no apprentice machinists in their first six (6) months available, namely, operating bolt and spike finning

machine, operating pointing machine, operating nut burring machine, operating nut tapping machine, operating power hacksaw, scraping and cleaning wheels and other parts of rollingstock and conveying material by hand up to thirty (30) pounds in weight.

### 33.—Annual Leave and Holidays.

(1) Annual Leave.—(a) Every worker shall, after twelve (12) months' continuous service, be entitled to two (2) weeks' leave on full pay each year, the whole of which shall, except by agreement between the Company and the Union to the contrary, be taken at one time in each year: Provided always that with the consent of the Company holidays may be allowed to accumulate for two (2) years.

(b) Workers previously entitled to three weeks' annual leave and workers covered by clause 36 (a) and working other than regular day shifts shall be allowed an additional week's holiday in each year on full pay to that prescribed in subclause (a) hereof. Provided that this provision shall also apply to any other worker whose employment can be extended (as with guards, etc.) over Saturday, Sundays and holidays and whose hours of duty vary throughout the twenty four hours of the day.

(c) Workers shall be paid for annual leave at their graded rates of pay when such annual leave is taken: Provided that if within two (2) weeks before such annual leave is taken the worker is acting in a higher capacity, and has been so acting for a period of not less than two (2) months continuously the annual leave shall be paid for at the rate applicable to such higher capacity position.

(d) Workers after one month's continuous service shall be entitled to annual leave referred to in subclauses (a) and (b) in proportion as the length of service is to the period of twelve (12) months.

(e) No deduction shall be made from annual leave for the period any worker is off duty through sickness unless the absence exceeds three (3) calendar months.

(f) (i) In respect of employees, other than employees covered by subclauses (j) and (k) of this clause and workers in Per Way Gangs, every year prior to the 31st August a statement shall be posted in each depot or station showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the 30th June each year, and only leave up to that date shall be granted each year except in cases where leave has been allowed to accumulate.

(ii) Holiday lists are not to be departed from without the consent of the employee, except for reason of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

(iii) Where an employee's holidays have been cancelled he shall be notified within one month after such cancellation of the date on which he is to be again booked off and this date shall not be departed from.

(iv) With the approval of the head of the branch any worker may exchange dates with another.

(g) Any worker who may resign or be dismissed from the service for any cause, other than for pecculation or theft, shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service: Provided always that if the worker has been dismissed for pecculation or theft, no claims for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(h) Unless at his own request, no worker shall be booked off for annual leave at a foreign or at his temporary home station.

(i) If a worker is booked off for annual leave when away from his permanent home station, he shall be allowed travelling time to and from the place he is working at and such home station; the leave to count as starting and finishing at his permanent home station.

(j) When work is closed down over Christmas and New Year for the purpose of annual leave, workers with less than a full year's annual leave due will only be entitled to payment during such period for the number of days' annual leave due to them.

(k) (i) Workers at Midland Junction or any other section of employees whose work is closed down over Christmas and New Year to clear leave, shall if possible, be notified of the commencing date of closing down for annual leave prior to August 31st of each year. In the event of disagreement between the parties on the proposed date or should a date not be given by August 31st, the matter may be referred to a Board of Reference for determination.

(ii) A worker required for duty during Christmas holidays at any of the sections referred to in the foregoing shall be given at least one (1) month's notice in writing of his services being required, unless such notice is waived by the worker.

2. Holidays.—(a) In addition to their annual leave, the following days shall be observed as holidays:— New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.

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

If he is required to work on a holiday he shall be paid for the time worked as if it were an ordinary working day and shall in addition be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date where the worker so agrees.

(c) When any holiday falls on a Saturday or a Sunday and such days are outside the ordinary hours of duty, workers shall not be granted a paid holiday except where that holiday is observed on the following Monday.

(d) If a public holiday, as defined in subclause (a) falls on a week day within an employee's period of annual leave and is observed on a day 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) A worker who returns to his home station, or finishes a shift at his home station, not later than 4 a.m. on any holiday and is not again booked on duty for that day shall be treated as having had a paid holiday.

(f) 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, however, is on or is available for duty on the working day immediately preceding a paid holiday or resumed or is available for duty on the working day immediately following a holiday, the worker shall be entitled to a paid holiday on such holiday.

(g) Unless at his own request, no worker shall be booked off for a holiday at a foreign or at his temporary home station.

(h) If a worker is rostered for a short shift on a holiday but is not required to work on that day he shall be paid for such rostered hours only.

(i) If a worker other than in the Traffic Section is called on duty on an emergency job on a holiday outside his ordinary hours of duty for a short period he shall be paid a minimum of two hours at ordinary rates. In such event the worker shall be deemed to have had a holiday and shall be paid in full for such holiday.

(j) In accordance with the long service leave agreement, any holiday occurring during the period in which a worker is on long service leave shall be calculated as portion of the long service leave and extra days in lieu shall not be granted.

(k) A casual worker shall not be entitled to any paid holidays.

### 34.—Guaranteed Week.

(a) The Company shall guarantee to each worker other than a casual a full week's work, exclusive of Sunday time.

If by any action on the part of any section of its workers or for any cause beyond its control it finds itself unable to carry on either wholly or partially the complete running of trains, services, workshops or other normal operations, liberty is hereby reserved to apply to the Court of Arbitration for a temporary alteration of this clause.

Each week shall stand by itself.

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

- (i) in respect of any worker under suspension: provided that any worker suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of his suspension;
- (ii) in respect of any day a worker is absent, except through sickness as provided for in clause 14;
- (iii) in respect of office cleaners (female) the guaranteed period may be reduced by such time as is necessary to maintain the hours of work as at present;
- (iv) in respect of any worker covered by clause 33, subclauses (1) (j).

### 35.—Weeks Work. Traffic Section (other than safe working porters).

(a) Five (5) shifts between Monday and Saturday, inclusive, shall constitute a week's work for the purpose of this clause. If a worker is called on for a sixth shift during those days, he shall be paid as follows:—

- (i) at the rate of time and a quarter for the time worked equivalent to the time short of the hours fixed for a week's work already booked in the five (5) preceding shifts of that week.
- (ii) at the rate of time and a half for all other time worked in the sixth shift.

Provided that any time worked in the sixth shift on a Saturday by workers entitled to time and a half under clause 38 (c) (i) and (ii) shall be paid for at the rate of time and seven-eighths, and double time respectively in lieu of the rates prescribed in paragraphs (i) and (ii) above. Provided further that any time paid for under paragraph (ii) of this subclause shall not be subject to the overtime penalty prescribed in clause (38) (a) or (b).

(b) Where such workers work a continuous shift—Sunday into Monday—such shift, unless it extends into four (4) hours on Monday will not be counted as one of the five (5) week-day shifts.

### 36.—Shift and/or Night Work.

(a) Transportation Grades.—Workers in transportation grades and others named herein shall be paid night work allowance for all ordinary time worked between the hours of 12.01 a.m. and 6.00 a.m. and between 8.00 p.m. and midnight Mondays to Fridays inclusive as follows:—

- (i) Adult males—excepting ticket examiners on trains, senior conductors and conductors, watchmen, gatekeepers and crossing keepers, sevenpence (7d.) per hour.
- (ii) Ticket examiners on trains, senior conductors and conductors, watchmen, male gatekeepers and male crossing keepers, threepence half-penny (3½d.) per hour.
- (iii) Junior males—threepence half-penny (3½d.) per hour.
- (iv) Females whose rates of wages are based on sixty-five per cent. (65%) or more of the male basic wage and/or are equal to or exceed same, threepence halfpenny (3½d.) per hour.
- (v) Other females—twopence (2d.) per hour.
- (vi) The foregoing provisions shall not apply to females whose ordinary hours of duty are less than forty (40) hours per week.

(b) Workshop employees (excluding watchmen) (covers Midland Junction Workshops, Stores Branch, Civil Engineering Branch and Tradesmen and Assistants in other branches):—

- (i) The Company may, if it so desires, work any part of its establishment on shifts, but before doing so shall give notice of its intention to the Union.
- (ii) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked but shall be deemed to be overtime; on completion of the fifth consecutive afternoon or night's work the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed. The sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on a Saturday, Sunday or on any public holiday.
- (iii) Overtime on afternoon or night shift shall be calculated on the basis of the rate paid for afternoon or night shift respectively, provided that in no circumstance shall the maximum payment exceed double time.
- (iv) All shifts except the day shift shall be paid for at the rate of time and a quarter. For the purpose of this subclause "day shift" shall be construed to mean the ordinary working shift ending at or before 6 p.m. Mondays to Fridays and 1 p.m. on Saturdays.

(c) Others.—(i) Employees other than those provided for in subclauses (a) and (b) hereof shall be paid for all ordinary time worked on any afternoon or night shift from 12.1 a.m. Monday to midnight Friday seven and a half per cent. (7½%) more than ordinary rates.

(ii) "Afternoon shift" means any shift on which ordinary time finishes after 6 p.m. and at or before midnight.

(iii) "Night shift" means any shift on which ordinary time finishes subsequent to midnight and at or before 8 a.m.

(d) "Ordinary time" (in respect of (a) and (c) hereof) does not include Saturday or Sunday time or overtime, or any time worked on a shift in excess of the number prescribed for a normal week's work.

(e) "Time worked" excludes all time not treated as time worked for overtime purposes.

### 37.—Hours of Duty.

1. Traffic Section.—(a) Except as hereinafter provided, forty (40) hours exclusive of Sunday work shall constitute a week's work. Subject to Clause 35 the week's work may extend over five (5) or six (6) days at the option of the Company.

(b) The Company shall arrange as far as practicable that shifts shall not exceed eight (8) hours and except in cases of emergency when relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten (10) hours.

(c) Each day's work of eight (8) hours shall be completed within ten (10) hours from the starting time, provided that at country stations where the train arrangements render a ten (10) hour spread impracticable, such spread may be extended to twelve (12) hours. All time in excess of the ten (10) or twelve (12) hour spread, as the case may be, shall be paid for at overtime rates.

(d) (i) Except in cases of emergency or unless due to regular rotation of shifts, no head shunter, shunter or signaller shall be called upon to work more than nine (9) hours continuously or shall be called on duty until he has had at least twelve (12) hours off. In this subclause the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen, and might reasonably have been provided for without encroaching on the twelve (12) hour rule.

(ii) In cases where head shunters, shunters and signal men are required to take up duty with less than the prescribed rest period, they shall be allowed time equivalent to that by which the period of rest has been shortened.

(e) (i) Except in cases of emergency, or unless in special cases by agreement between the union and the Company, the minimum time a ticket examiner on trains shall be off duty at home station or temporary home stations shall be twelve (12) hours, and at foreign stations eight (8) hours for the first time he is booked off after leaving the home station or temporary home station and ten (10) hours for every subsequent time that he booked off before returning to the home station or temporary home station.

(ii) In cases where a ticket examiner is required to take up duty with less than the prescribed period of rest, he shall be allowed time equivalent to that by which the period of rest has been shortened.

(f) Except in cases of emergency or unless in special cases by agreement between the Union and the Company and subject to Clause 29, other workers excepting conductors under this section shall not be called on duty except they have had at least eight (8) hours off after the completion of a shift. In cases where such workers are required to take up duty with less than the prescribed period of rest they shall be allowed time equivalent to that by which the period of rest has been shortened.

(g) The present practice of calling shunters when rostered for duty outside their ordinary shifts shall be continued.

(h) No member of the running staff, including a shunter, shall be rostered for less than four (4) hours in any one day.

(i) Except in cases of emergency, juniors shall not be employed (except to act as call-boys) between the hours of midnight and 6 a.m., but may be required, whilst not calling, to attend to telephone and to sweep, dust and clean.

2. Other than Traffic.—(i) With the exception of length runners, forty (40) hours, exclusive of Saturday and Sunday time, shall constitute a week's work.

(ii) Forty (40) hours, exclusive of Sunday time, shall constitute a week's work in respect to length runners provided that length runners shall be paid for Saturday work in accordance with Clause 38 1. (c) (ii).

(iii) No day's work shall exceed eight (8) hours without payment of overtime.

(iv) The ordinary hours of duty (other than for shift work) shall be between 7 a.m. and 4.45 p.m. except:—

(a) where the Company and the Union otherwise agree or

(b) where Clause 39 has application;

(c) where custom prior to this Agreement has established a different spread of hours.

3. The provision of this Clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

### 38.—Overtime, Saturday and Sunday Time.

1. Traffic Section.—(a) Subject to the proviso to clause 35 (a) (ii) all time, exclusive of Sunday time worked over the hours fixed for a week's work shall be paid for at the rate of time and a half.

(b) (i). Subject to the proviso to clause 35 (a) (ii) except for conductors all time worked in excess of eight (8) hours in any one shift shall be paid for as under:—First two (2) hours, time and a quarter; next two (2) hours, time and a half; thereafter, double time.

(ii) Overtime provided for in subclauses (a) and (b) (i) shall not be paid for twice; payment shall be calculated on the daily or weekly basis, whichever of these alternatives gives the greater amount to the employee.

Note.—This subclause refers to daily overtime rates and to the time and a half provision for weekly overtime.

(iii) The overtime rates shall be computed on the rate applicable to the day on which the time is worked provided that double time, i.e. twice the ordinary rate, shall be the maximum.

(c) (i) Subject to subclause (b) (iii) the time worked on Sundays shall be paid for at the rate of double time, and all time worked on Saturdays by shift workers shall be paid for at the rate of time and a half. For the purpose of this subclause "shift workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

(ii) All workers employed after 12.30 p.m. on Saturdays shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 p.m.

(d) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

(e) Any worker brought on to work outside his ordinary hours shall, except when such work, exclusive of meal times is continuous with his ordinary shift, be paid a minimum of two (2) hours: Provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(f) Any worker brought on duty on Sunday shall be paid a minimum of four (4) hours' pay at the rate applicable to that day.

2. Other than Traffic.—(a) (i) All time worked in excess of or outside the usual working hours in any one day shall be paid at the rate of time and a half for the first four (4) hours and thereafter double time: Provided that double time shall be paid for overtime on all work other than work for the Company.

(ii) Extra rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time, i.e. twice the ordinary rate, shall be the maximum.

(b) Subject to subclause (a) (ii) time worked on Sundays shall be paid for at the rate of double time.

(c) Any worker brought on to work outside his ordinary working hours shall, except when such work, exclusive of meal time, is continuous with his ordinary shift, be paid a minimum of two (2) hours: Provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(d) Junior workers and apprentices under the age of eighteen (18) years shall not be required to work overtime without their consent.

(e) Any worker brought on duty on a Saturday or Sunday shall be paid a minimum of four (4) hours at the rate applicable to that day, and shall not be required to work for the four (4) hours if the work for which he is brought on duty does not last that period.

Provided further that if the worker is again called out for duty within the first period of four (4) hours he shall not receive further payment until the expiration of the first four (4) hours when payment shall be made at the appropriate rate for all time worked with a minimum of four (4) hours.

(f) 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 finish on one (1) day and time of commencement on next day.

(g) An employee working overtime shall be allowed a crib time of twenty (20) minutes without loss of pay after each four (4) hours of overtime if the employee continues work after such crib time.

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

(i) Travelling time shall not be construed time worked within the meaning of this clause.

(j) Notwithstanding anything hereinbefore contained:—

(i) Systematic overtime in the Railway Workshops, Midland Junction shall not be worked, but in the case of emergency as hereinafter defined, overtime may be worked in such Workshops aforesaid subject to the following terms and conditions. The term "emergency" includes—

(a) a condition caused by a breakdown of machinery of plant, which, unless repaired outside ordinary working hours, will hold up normal production.

(b) a condition due to a bottleneck in production.

(c) work being required within a specified time which cannot be completed by employing extra workers or by working shifts.

(ii) In the case of an extreme emergency where there is no time to notify the Shop Steward and to adopt the procedure hereinafter prescribed, the management shall have the right to work overtime subject to an appeal to the Special Board of Reference as hereinafter defined. If upon such appeal the Board of Reference considers the working of overtime in the circumstances of the particular case was unjustified or contrary to the spirit and intention of the provisions hereof, double time shall be awarded and payable for the overtime actually worked.

(iii) When the employer intends to work overtime on a minor job, i.e. a job which does not involve more than nine (9) hours' overtime per man per week, he shall notify the appropriate Shop Steward of that portion of the establishment in which it is proposed to work overtime. The Shop Steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved.

(iv) The Shop Steward may consult with the management if he requires further information and after advising his Shop Stewards' Convener or Senior Shop Steward as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the Shop Steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the Shop Steward considers that the proposed overtime is not warranted he shall forthwith advise the employer who may refer the matter to Union Secretary for review, which the Secretary shall deal with forthwith, and if the Secretary confirms the Shop Steward's decision, to a special Board of Reference as hereinafter defined. If the Secretary supports the employer, or the Board of Reference so decides, overtime shall be worked accordingly.

(v) Where the employer intends to work overtime on a major job he shall notify the Secretary of the Union supplying all relevant particulars. The employer shall be advised of the decision of the Secretary within twenty four (24) hours of such notification and if consent to the proposed overtime is refused the employer may refer the matter to the special Board of Reference. If the decision of the Secretary in the first instance, or the Board of Reference, on appeal, is in favour of the employer's proposal, overtime shall be worked accordingly.

(vi) Notwithstanding anything hereinbefore contained all overtime worked shall be rostered amongst available workers who are competent and experienced in the work to be performed, and no worker shall be

required to work more than nine (9) hours' overtime in any one week on a minor job or the maximum number of hours agreed to by the Secretary or decided upon by the Board of Reference on a major job.

- (vii) For the purpose of this document the special Board of Reference shall consist of a Chairman who shall be the Conciliation Commissioner attached to the Arbitration Court (or in his absence such other person as the Hon. President of the Arbitration Court shall nominate), a representative nominated by the employer and a representative nominated by the Secretary.

3. The provisions of subclauses (1) and (2) both inclusive shall not apply to watchmen or waiting room attendants who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one shift, and time and a half for all time worked on Sundays. Where more than forty (40) hours, exclusive of Sunday time, are worked in one week time and a quarter shall be paid for excess over forty (40) hours except where daily overtime provisions apply. Provided that such employees shall be paid for Saturday work in accordance with Clause 38 (1) (c) (i).

39.—Workers in Breakdown Gangs and at Washaways.

Workers in breakdown gangs and at washaways shall, in lieu of away-from-home allowance and travelling time, be provided with board and sleeping accommodation, and shall be paid from the time they leave until they return to their home station, except during such period as they shall be booked off duty, if such period shall exceed ten (10) consecutive hours. Time occupied in travelling shall be paid at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours' work per day.

40.—Interpretations.

(1) "Company" means the Midland Railway Company of Western Australia, Limited.

(2) "Lifter" is a worker employed at Workshops in lifting rolling stock, and, in the case of all vehicles other than locomotives, in changing wheels and axle boxes, changing springs and spring gear, including buffers, changing worn parts of vacuum and other brake gear, and attending to bolts and nuts generally as required.

(i) "Locomotives" for the purpose of this definition, do not include diesel rail cars or steam rail cars: Provided however, that in the case of these cars the lifter's work shall not extend to the mechanism necessary to transmit the power to the wheels.

(3) "Line and signal maintainer" is a worker performing the duties of linesman and interlocking adjuster separately or in conjunction.

(4) "Assistant line and signal maintainer" means a worker engaged on line and signal work on a section which is controlled by a line and signal maintainer.

(5) "Attended barracks" means any building attended to by a whole or part-time caretaker appointed for that purpose, which is provided with bed, clean bedding, cooking utensils, and light, and lighting facilities, water and fuel. This shall include a van used to supplement the building accommodation when such is not sufficient to accommodate the workers.

(6) "Unattended barracks" means any van used as a barracks provided with the accommodation mentioned in the previous definition, and any building which whilst provided with the accommodation mentioned therein, is wholly unattended.

(7) "Married man" includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

(8) "Market towns":—The following shall be the approved market towns:—Midland Junction, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara, Walkaway.

(9) "Year of service" means, service of an employee in the grade in which he is employed, provided that acting work in the grade for periods of less than one (1) week shall not count in the aggregate towards each year of service, provided further that acting work prior to the date of this Agreement shall not apply.

41.—Alterations and Additions.

(1) If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees, any alteration or addition is made to an existing Award or Agreement between the W.A. Government Railways Commission and a Union or Unions representing its employees, such alterations or additions shall automatically apply to similar employees of the Company from the same date as it applies to the employees of the Commission. Provided that—

- (a) The Union or Unions concerned and the Company may mutually agree that such alterations or additions shall not apply to the Company.
- (b) If either party objects to being bound by such alterations or additions it may within 21 days of any such alteration or addition being made or approved by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.

(2) The Union or Unions concerned shall notify the Company within 10 days after any alteration or addition has been made.

42.—Wages.

|                          | Basic Wage per week. |    |    |         |    |    |
|--------------------------|----------------------|----|----|---------|----|----|
|                          | Males                |    |    | Females |    |    |
|                          | £                    | s. | d. | £       | s. | d. |
| Metropolitan area        | 13                   | 6  | 3  | 8       | 13 | 1  |
| South-West Land Division | 13                   | 6  | 5  | 8       | 13 | 2  |

TRAFFIC SECTION.

| Item No. | Designation.   | Margin over Basic Wage. |    |      |
|----------|--|-------------------------|----|------|
|          |  | £                       | s. | d.   |
| 1.       | Caretakers—  |                         |    |      |
|          | Barracks   |                         |    | 17 0 |
| 2.       | Checkers—  |                         |    |      |
|          | Class 1—1st year of service  | 1                       | 10 | 0    |
|          | Thereafter   | 1                       | 15 | 0    |
|          | Class 2  | 1                       | 4  | 0    |
| 3.       | Conductors—  |                         |    |      |
|          | (a) Senior   | 1                       | 10 | 0    |
|          | (b) Others   | 1                       | 4  | 0    |
| 4.       | Guards—  |                         |    |      |
|          | (a) 4th class, first two (2) year's service                            | 2                       | 11 | 0    |
|          | (b) 3rd class, over two (2) and up to four (4) years' service as guard | 3                       | 0  | 0    |
|          | (c) 2nd class, over four (4) and up to six (6) years' service as guard | 3                       | 9  | 0    |
|          | (d) 1st class, over six (6) years' service as guard                    | 3                       | 18 | 0    |

Subject to passing all proper examinations and tests, if any, guards with less than two (2) years' service after appointment shall be in the fourth class. Guards with two (2) years' service and less than four (4) years' service after appointment shall be in the

|   | Margin over<br>Basic Wage. |       |  | Margin over<br>Basic Wage. |       |
|---|----------------------------|-------|--|----------------------------|-------|
|   | £                          | s. d. |  | £                          | s. d. |
| third class. Guards with four (4) years' service and less than six (6) years' service after appointment shall be in the second class. Guards with over six (6) years' service after appointment shall be in the first class. Guards shall be entitled to promotion from class to class as follows:—<br>To the third class after two (2) years' service in the fourth class; to the second class after two (2) year's service in the third class; to the first class after two (2) years' service in the second class. |                            |       |  |                            |       |
| 5. Lavatory attendant   | 1                          | 0 0   | 15. Fuelman  | 1                          | 4 0   |
| 6. Porters—   |                            |       | (All workers engaged handling coal from trucks until loaded into engine shall be paid as fuelman while so engaged).<br>(Fuelman, Winch Drive-Watheroo 6s. per week in addition to Fuelman Margin.)     |                            |       |
| (a) Class 1—Relief and/or safe working  | 1                          | 13 6  | 16. Labourer in running sheds  | 5                          | 0     |
| (Relief—means one who for one-third of a year has been relieving S.M.; A.S.M.; N.S.M.; or Signalmen & Guards.)  |                            |       | 17. Lead burner  | 4                          | 0 0   |
| (b) Class 2—  |                            |       | 18. Pumper   | 1                          | 0 0   |
| Receiving and delivering goods at the following stations and depots:—Midland Junction and Moora   | 1                          | 4 0   | 19. Raker-out and tuber  | 1                          | 4 0   |
| (c) Class 3—  |                            |       |  |                            |       |
| (i) Goods porters   | 1                          | 0 0   | Civil Engineering Section.   |                            |       |
| (ii) All others including car cleaners 1st year of service  | 14                         | 0     | 20. Assistants on bridge and jetty maintenance (not including culvert work)  | 15                         | 0     |
| Thereafter  | 1                          | 0 0   | 21. Bulldozer operator—  |                            |       |
| (iii) With less than twelve (12) months service, if safe-working examination is passed. Provided a junior with at least twelve (12) months' experience, provided safe working examination is passed, shall be paid this rate on reaching the age of twenty-one (21) years   | 1                          | 0 0   | (a) under 40 h.p.  | 2                          | 15 0  |
| 7. Shunters   | 1                          | 13 6  | (b) 40 h.p. and over   | 3                          | 11 0  |
| (a) After twelve (12) months' service as shunter provided guard's examination has been passed.  | 2                          | 0 0   | 22. Chainman   | 1                          | 3 0   |
| (b) Head Shunter—<br>(Shunter when in charge of an engine shall be paid as a head shunter)  | 3                          | 0 0   | Provided that chainmen who are required to drive a vehicle and/or effect minor repairs shall be paid two shillings (2s.) per day extra.  |                            |       |
| (c) Head Shunter, after one year's service as head shunter  | 3                          | 5 0   | 23. End loader driver  | 2                          | 10 0  |
| 8. Stower   | 1                          | 4 0   | 24. Ganger—  |                            |       |
| 9. Ticket collector   | 1                          | 0 0   | (a) Construction   | 3                          | 15 0  |
| 10. Ticket examiner on trains   | 1                          | 9 0   | (b) Platelaying  | 3                          | 15 0  |
|   |                            |       | (c) Repairing—   |                            |       |
| TRAFFIC BRANCH—MOTIVE POWER SECTION.  |                            |       | (i) In charge of 3rd class length  | 2                          | 10 0  |
| (Excluding tradesmen and assistants).   |                            |       | (ii) In charge of 2nd class length   | 3                          | 0 0   |
| 11. Brick arch builder and spark arrester repairer  | 1                          | 9 0   | (iii) In charge of 1st class length  | 3                          | 15 0  |
| 12. Car and wagon examiner—   |                            |       | (d) Road approaches, platforms, etc.   | 3                          | 0 0   |
| 1st year of service   | 3                          | 0 0   | (i) Leading hand—road approaches, etc.   | 1                          | 10 0  |
| Thereafter  | 3                          | 7 6   | 25. Labourers—   |                            |       |
| 13. Car and wagon oiler   | 1                          | 4 0   | (a) Road approaches, platforms, etc.   | 14                         | 0     |
| 14. Electric battery-hand   | 1                          | 17 6  | (b) Builder's labourers  | 14                         | 0     |
|   |                            |       | (c) Signal and Telecommunications (line gangs)   | 14                         | 0     |
|   |                            |       | (d) Others   | 5                          | 0     |
|   |                            |       | 26. Length runner  | 1                          | 10 0  |
|   |                            |       | 27. Main Layer   | 1                          | 17 6  |
|   |                            |       | 28. Repairer—  |                            |       |
|   |                            |       | (a) First year   | 14                         | 0     |
|   |                            |       | (b) Second year  | 17                         | 0     |
|   |                            |       | (c) Third year and thereafter<br>(When employed laying more than two (2) abutting rails or renewing a set of any rails, or rails in connection with a set of points, platelayers' rate shall be paid.) | 1                          | 4 0   |
|   |                            |       | (d) Leading—<br>(It shall be the duty of the Company when classifying the lengths of permanent way to indicate which lengths require a leading repairer)   | 1                          | 15 0  |
|   |                            |       | (e) Plate-layer  | 1                          | 10 0  |
|   |                            |       | (f) Plate-layer (leading)  | 2                          | 5 0   |
|   |                            |       | 29. Signal and telecommunications—   |                            |       |
|   |                            |       | (a) Line and signal assistant—   |                            |       |
|   |                            |       | 1st year of service  | 1                          | 5 0   |
|   |                            |       | Thereafter   | 1                          | 11 0  |
|   |                            |       | (b) Line and signal ganger   | 3                          | 15 0  |
|   |                            |       | (c) Line and signal maintainer   | 3                          | 5 0   |
|   |                            |       | (d) Assistant line and signal maintainer   | 2                          | 10 0  |
|   |                            |       | 30. Tamping machine operator   | 3                          | 11 0  |

| Workshops Section.   |  | Margin over Basic Wage. |    |   | Margin over Basic Wage. |    |   |
|--|--|-------------------------|----|---|-------------------------|----|---|
| (Including Tradesmen and their assistants—<br>all sections.) |  | £ s. d.                 |    |   | £ s. d.                 |    |   |
| 31.  | Acid room attendant (electrical department) .....  | 1                       | 4  | 0 |                         |    |   |
| 32.  | Blacksmith .....   | 3                       | 17 | 6 |                         |    |   |
|  | (i) Blacksmith operating on oil furnaces .....   | 4                       | 2  | 6 |                         |    |   |
|  | (ii) Blacksmith in charge of electric plant treatment furnace .....  | 5                       | 0  | 0 |                         |    |   |
| 33.  | Brick arch builder and firebar attendant (Midland Junction Workshops only) .....   | 1                       | 15 | 6 |                         |    |   |
| 34.  | Bricklayer .....   | 3                       | 15 | 0 |                         |    |   |
| 35.  | Car and wagon builder (including vans) .....   | 3                       | 15 | 0 |                         |    |   |
| 36.  | Car and wagon builder in charge of marking off table .....   | 5                       | 0  | 0 |                         |    |   |
| 37.  | Carpenter .....  | 3                       | 15 | 0 |                         |    |   |
| 38.  | Casting dresser .....  | 1                       | 9  | 0 |                         |    |   |
| 39.  | Caustic tank attendant .....   | 1                       | 4  | 0 |                         |    |   |
| 40.  | Coach trimmer .....  | 3                       | 15 | 0 |                         |    |   |
| 41.  | Coppersmith .....  | 3                       | 17 | 6 |                         |    |   |
| 42.  | Crane attendant .....  | 1                       | 4  | 0 |                         |    |   |
|  | One man to each, steam at Midland Junction shops and stores yards.   |                         |    |   |                         |    |   |
| 43.  | Crane driver, electric .....   | 2                       | 0  | 0 |                         |    |   |
| 44.  | Crane driver, steam or diesel-electric—  |                         |    |   |                         |    |   |
|  | (a) Workshops (Midland Junction) .....   | 2                       | 0  | 0 |                         |    |   |
|  | (b) Outside workshops .....  | 2                       | 5  | 0 |                         |    |   |
| 45.  | Electric motor attendant .....   | 2                       | 5  | 0 |                         |    |   |
| 46.  | Electroplater .....  | 3                       | 15 | 0 |                         |    |   |
| 47.  | Stoker .....   | 1                       | 9  | 0 |                         |    |   |
| 48.  | Fitters—   |                         |    |   |                         |    |   |
|  | (i) Fitter (including electrical fitter and/or armature winder and brass finisher) .....   | 3                       | 15 | 0 |                         |    |   |
|  | (ii) Fitter in diesel injection room after twelve (12) months' service .....   | 4                       | 0  | 0 |                         |    |   |
|  | (iii) Fitter—automotive, electrical .....  | 3                       | 15 | 0 |                         |    |   |
|  | (iv) Fitter, including electrical fitter in running shed and train electric light section—   |                         |    |   |                         |    |   |
|  | 1st year of service .....  | 4                       | 3  | 6 |                         |    |   |
|  | Thereafter .....   | 4                       | 12 | 0 |                         |    |   |
|  | (v) Fitter in charge—marking-off table .....   | 5                       | 5  | 0 |                         |    |   |
|  | (a) Assistant to .....   | 4                       | 2  | 6 |                         |    |   |
|  | (vi) Fitter in charge—machinery blocks .....   | 4                       | 10 | 0 |                         |    |   |
| 49.  | Forgeman .....   | 5                       | 5  | 0 |                         |    |   |
| 50.  | Forge steam hammer driver .....  | 1                       | 9  | 0 |                         |    |   |
| 51.  | Forge underhand .....  | 1                       | 9  | 0 |                         |    |   |
| 52.  | Furnaceman—  |                         |    |   |                         |    |   |
|  | (i) Brass .....  | 1                       | 17 | 6 |                         |    |   |
|  | (ii) Forge .....   | 3                       | 7  | 6 |                         |    |   |
|  | (iii) Iron .....   | 2                       | 5  | 0 |                         |    |   |
|  | (iv) Furnaceman's assistant (iron) .....   | 1                       | 9  | 0 |                         |    |   |
| 53.  | Galvaniser (when so engaged) .....   | 1                       | 10 | 0 |                         |    |   |
| 54.  | Heat treater .....   | 4                       | 2  | 6 |                         |    |   |
| 55.  | Labourer—  |                         |    |   |                         |    |   |
|  | (a) Stores section .....   | 14                      | 0  |   |                         |    |   |
|  | (b) Others .....   | 5                       | 0  |   |                         |    |   |
| 56.  | Lifter—  |                         |    |   |                         |    |   |
|  | (1) 1st year of service .....  | 1                       | 17 | 6 |                         |    |   |
|  | Thereafter .....   | 2                       | 5  | 0 |                         |    |   |
|  | (2) Passing out vehicles .....   | 2                       | 12 | 6 |                         |    |   |
| 57.  | Machinists—  |                         |    |   |                         |    |   |
|  | (a) 1st class includes borer; driller using boring or cutter bar; driller using a portable or stationary radial drill or engine work (engine work includes all parts of engine driving mechanism, all wheels, axle and axle boxes; engine frame plate and frame stays; engine bogie frames and stays; also boiler and firebox plates; but excluding all ordinary plate and angle work, such as tender tanks and under frames, foot plates, cabs, ashpans, smoke-boxes, spark arresters and the like) lapper and grinder, using precision tools; miller—general or universal (other than machines for milling throats of buffers) planer; rail planer; shaper; slotter; turner; turner using automatic turret lathe ..... |                         |    |   | 3                       | 15 | 0 |
|  | (b) 2nd class includes nut and bolt machinist (Ajax); driller using locomotive boiler shell drilling machine; lapper and grinder not using precision tools; pneumatic tube cutter and tapper; stay lathe machinist .....   |                         |    |   | 2                       | 10 | 0 |
|  | (c) 3rd class includes driller (other than 1st class); friction saw machinist; grinder and polisher; nut and bolt machinist (other than 2nd class); punch and shear machinist; screwing machinist; slotter and nibber; tube end machinist .....  |                         |    |   | 1                       | 15 | 0 |
|  | (d) Nut and bolt machinist (Ajax)—   |                         |    |   |                         |    |   |
|  | 1st assistant .....  | 1                       | 10 | 0 |                         |    |   |
|  | 2nd assistant .....  | 1                       | 4  | 0 |                         |    |   |
|  | (e) Turner and machinists assistants (iron) .....  | 1                       | 4  | 0 |                         |    |   |
| 58.  | Painter and/or signwriter and/or paint mixer .....   | 3                       | 15 | 0 |                         |    |   |
| 59.  | Panelbeater .....  | 3                       | 15 | 0 |                         |    |   |
| 60.  | Plumber .....  | 3                       | 15 | 0 |                         |    |   |
| 61.  | Shaft and belt attendant .....   | 1                       | 4  | 0 |                         |    |   |
| 62.  | Sheet metal worker .....   | 3                       | 15 | 0 |                         |    |   |
| 63.  | Tailer-out (saw bench and band-saw) .....  | 1                       | 4  | 0 |                         |    |   |
| 64.  | Tarpaulin maker .....  | 1                       | 15 | 0 |                         |    |   |
|  | (a) Assistant on lubricator pads .....   | 0                       | 14 | 0 |                         |    |   |
| 65.  | Tradesmen's assistants—  |                         |    |   |                         |    |   |
|  | (a) Other than elsewhere specified .....   | 1                       | 4  | 0 |                         |    |   |
|  | (b) Fitters' assistants—running sheds .....  | 1                       | 9  | 0 |                         |    |   |
|  | (c) Blacksmiths' strikers on oil furnaces .....  | 1                       | 9  | 0 |                         |    |   |
|  | (d) Workers operating paint machines shall be paid at painter's rate   |                         |    |   |                         |    |   |
|  | (e) Painting wagons—at the rate of £2 10s. per week whilst so engaged  |                         |    |   |                         |    |   |
| 66.  | Turner and machinists' assistant (wood) .....  | 1                       | 4  | 0 |                         |    |   |
| 67.  | Welder .....   | 4                       | 2  | 6 |                         |    |   |
|  | (i) Welder using an electric spot or butt welding machine or cutting scrap with an oxyacetylene blow pipe, petrol or gas blow pipe .....   | 1                       | 5  | 0 |                         |    |   |

|  | Margin over<br>Basic Wage.<br>£ s. d. |
|--|---------------------------------------|
| 68. Wood machinist—  |                                       |
| (a) First class comprising the following machines:— wood lathe, variety wood lathe, edge moulding and shaping machine, two-spindle wood shaping machine, moulding machine with four (4) or more heads, vertical tenoning machine, universal tenoning machine, No. 3½ tenoning machine, blind style mortiser, universal general joiner (except when doing square face work with single cutter) ....   | 3 7 6                                 |
| (b) Second class comprising the following machines:— circular saw No. 1, bench frame saw, jig saw, high speed flooring and match boarding machine, four-sided planer, hollow chisel horizontal mortiser, No. 3 hollow chisel mortiser, recessing and boring machine, planer or buzzer on other than square work, moulding machine less than four (4) heads, universal general joiner (on work other than referred to in (a)), disc sander, timber bender ....  | 2 5 0                                 |
| (c) Third class comprising the following machines:— mortiser other than hollow chisel mortiser, chain mortiser No. 2, chain and chisel mortiser, borer—four-spindle gang borer, four-spindle borer, horizontal and vertical borer—single spindle borer, borer, planer or buzzer on square work—surface planer, No. 2½ (square work) surfacer No. 6 (square work), planing and surfacing machine (square work), climax planer (square work), sawyer not included in second class, automatic cut-off saw, car ripping saw No. 4, circular saw 14in., cross-cut saw 18in., band saw No. 00 column fret saw, band saw, sandpapering machine, zett sander, thicknesser dimension planer, crosscut saw (firewood) .... | 1 4 0                                 |
| 69. Workshops stationary engine driver   | 2 5 0                                 |
| 70. Driver of rail motor car ....  | 1 5 0                                 |
| 71. Driver of rail motor trolley ....  | 1 5 0                                 |
| 72. Labourer ....  | 0 5 0                                 |
| 73. Mobile crane driver ....   | 2 10 0                                |
| 74. Storeman in charge with or without assistant ....  | 2 5 0                                 |
| 75. Storeman ....  | 1 10 0                                |
| 76. Assistant storeman ....  | 1 4 0                                 |
| 77. Motor driver, road ....  | 1 5 0                                 |
| 78. Office cleaners (female)—  |                                       |
| (a) Metropolitan area (7s.) per hour.  |                                       |
| (b) S.W. Land Division (7s.) per hour.   |                                       |
| 79. Watchmen ....  | 0 14 0                                |

80. Junior workers—  
The rates for junior workers shall be as under:—

|                     | Per cent.<br>of<br>Male Basic<br>Wage. |
|---------------------|--|
| Up to 16 years .... | 30                                     |
| At 16 years ....    | 40                                     |
| At 17 years ....    | 50                                     |
| At 18 years ....    | 60                                     |
| At 19 years ....    | 75                                     |
| At 20 years ....    | 90                                     |

81. Apprentices—  
The rates for apprentices shall be as under:—

|                  | Per cent.<br>of<br>Male Basic<br>Wage. |
|------------------|--|
| First year ....  | 30                                     |
| Second year .... | 45                                     |
| Third year ....  | 60                                     |
| Fourth year .... | 80                                     |
| Fifth year ....  | 100                                    |

#### Apprenticeship Regulations.

##### 1.—Arrangement.

1. Arrangement.
  2. Definitions.
  3. Selection of Apprentices.
  4. Employment—probation.
  5. Agreement of Apprenticeship.
  6. Transfer of Apprentices.
  7. Cancellation of Agreement.
  8. Extension of Term.
  9. Technical Education Classes.
  10. Examination.
  11. Lost Time.
  12. Guaranteed Week.
  - 13, 14, 15, 16 Miscellaneous.
- Forms A, B, C, D, E, F, G.

##### 2. Definitions.

(a) "Act" means the Industrial Arbitration Act, 1912-1952, and any alteration or amendment thereof for the time being in force.

(b) The word "apprentice" wherever used herein means any male of any age who is apprenticed to learn, or to be taught, any industry, craft, trade or calling to which this Agreement applies and includes an apprentice on probation.

(c) "Award" includes Industrial Agreement.

(d) "Company" means the Midland Railway Company of Western Australia Limited.

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

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

(g) "Head of Branch" means the Mechanical Engineer, Traffic Superintendent, Civil Engineer, Accountant or Stores Superintendent as the case may be.

(h) No minor shall (except as a junior worker under the provisions of this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

##### 3.—Selection of Apprentices.

(a) When apprentices are required, applications shall be invited by advertisement in the Public press. Applications received shall be reviewed in the first instance by a Board to be called the "Apprentices' Application Board," consisting of a chairman to be appointed by the Court, a representative appointed by the Company and a representative appointed by the Unions parties to the above "Agreements." Applications are to be made in accordance with Form "G" annexed hereto. The Board shall notify selected applicants to appear before the Apprenticeship Selection Board, hereinafter mentioned, at a time and place to be indicated; free passes being issued for the purpose over the Company's line.



(b) The Apprenticeship Selection Board shall consist of:—

- (i) a chairman appointed by the Court;
- (ii) one member appointed by the Company; and
- (iii) one member appointed by the Union or Unions representing the trade or trades in the groups mentioned herein.

(c) There shall be four Apprenticeship Selection Boards representing the trades, grouped as follows:—

Group, Trades, Union or Unions  
to be Represented.

I.—Moulders; Moulders Union.

II.—Boilermakers; Boilermakers' Society.

III.—Automotive electrical fitters, blacksmiths, coppersmiths, electroplaters, fitters, electrical and mechanical, motor mechanics, patternmakers, scale adjusters, telephone technicians, turner and iron machinists, watch and clock repairers; Amalgamated Engineering Union and Australasian Society of Engineers.

IV.—Car and wagon builders, carpenters, machinists (wood), painters, panel beaters, plumbers, saw doctors, sheet metal workers, trimmers; W.A. Midland Railway Employees Industrial Union of Workers.

(d) The following provisions shall apply to the Boards referred to in sub-clauses (a) and (b) hereof:—

- (i) Each of the Boards shall be deemed to be a Board of Reference appointed pursuant to Section 89 of the Act;
- (ii) the same person may be appointed to act as chairman or member of any one or more of the Boards;
- (iii) should any dispute arise as to the right of any person to act as a member of the Board it shall be determined by the Court;
- (iv) if the Company or Union or group of Unions entitled to appoint a representative on the Board neglects or refuses on being notified by the Court so to do, the Court may appoint some person to act as such representative;
- (v) the Company or the Union or Unions concerned may change its or their representative at any time;
- (vi) the presence of the chairman and at least one member shall be necessary for the transaction of business;
- (vii) any decision shall be the decision of the majority of the members, or, if only two members, the decision of the chairman;
- (viii) the chairman shall call all meetings of the Board and fix the time and place for each meeting;
- (ix) the board shall determine its own procedure from time to time.
- (x) the Company has agreed to direct some of its staff to perform any clerical work necessary.

(e) The Board shall orally examine each applicant who appears before it, but if required by the Board, the candidate shall submit himself to a written examination. The Board shall select the required number from those whom it considers the most suitable and place them in order for engagement.

(f) As vacancies for apprentices occur the selected applicants shall be called up in the order in which they have been placed by the Board.

(g) The employment of any selected candidate will be subject to his furnishing satisfactory proof of age and passing the Company's medical examination.

#### 4.—Employment—Probation.

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

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

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

(c) An apprentice taken on probation shall, within fourteen (14) days thereafter, be registered by the Company by means of notice thereof to the Registrar in Form "A".

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

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

(f) The Company and the apprentice respectively shall be deemed to undertake the duty which it and he agrees to perform as a duty enforceable under an Award of the Court.

#### 5.—Agreement of Apprenticeship.

(a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the Head of the Branch on behalf of the Company, the legal guardian of the apprentice (if any), the apprentice and filed with the Registrar. The Company, guardian or apprentice shall not enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

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

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

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

(e) Every agreement of apprenticeship shall be for a period of five years, or such other period as may be prescribed by the Agreement but this period may be reduced in special circumstances with the approval of the Court.

(f) Every agreement of apprenticeship entered into shall contain—

- (i) the names and addresses of the parties to the agreement;
- (ii) the date of birth of the apprentice;
- (iii) a description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound;
- (iv) the date at which the apprenticeship is to commence and the period of apprenticeship;

- (v) a condition requiring the apprentice to obey all reasonable directions of the Company and requiring the Company and apprentice to comply with the terms of the Industrial Agreement so far as they concern the apprentice;
- (vi) a condition that technical instruction of the apprentice, when available, shall be at the Company's expense, and shall be in the Company's time, except in places where such instruction is given after the ordinary working hours;
- (vii) a condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the Company's expense to enable such apprentice to reach the necessary standard;
- (viii) a provision for mutual cancellation of the agreement in accordance with regulation 7;
- (ix) the general conditions of apprenticeship.

#### 6.—Transfer of Apprentices.

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

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

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

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

(d) For the purpose of giving to an apprentice opportunities to gain wider experience the Company may authorise the apprentice to be employed on premises or upon work of Government Department not under the control of the Company.

(e) Should the Company at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice it may with the consent of the apprentice and guardian (or, if none, with the consent of the Court), transfer him to another employer willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the Company.

(f) On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

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

#### 7.—Cancellation of Agreement.

(a) An apprenticeship agreement may be cancelled by the mutual consent of the Company, the apprentice, and his legal guardian. One month's prior notice thereof in Form "F" signed by the parties, shall be given to the Registrar who shall forthwith notify the Union concerned. The Registrar may reduce the period of one month in any particular case.

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

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

(d) No apprentice employed under a registered agreement shall be discharged by the Company for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the Company, provided, however, that an apprentice may be suspended for misconduct by the Company with loss of pay during such suspension. If, however, the Company is of the opinion that the misconduct is such as to warrant dismissal, it shall forthwith make an application for cancellation of the agreement of apprenticeship and, in the event of the Court refusing same, the wages of the apprentice, or such portion thereof as the Court may order, shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

#### 8.—Extension of Term.

(a) On the failure of an apprentice to pass any of the examinations, the term of apprenticeship may be extended by the Court either by ordering a continuation of any particular year of apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. Provided that, where an apprentice who has had his term extended shows marked improvement, the Court may cancel the extension on the recommendation of the examiners. It shall be the duty of the examiners to make any recommendation they see fit to the Court and the Company for the purpose of such extension or the cancellation of such extension. Any extension of the term of apprenticeship shall be subject to all conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine.

(b) Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court and the Company with recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship agreement or such other remedial measure as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary.

#### 9. Technical Education Classes.

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

(b) The fees for the classes attended by the apprentice, or the cost of providing same, shall be paid by the Company.

(c) The period during which apprentices are to attend such technical school or classes, if any, shall be one (1) day per fortnight.

(d) Any apprentice who—

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

shall be deemed to commit a breach of the Agreement and shall be liable for each such breach to a penalty not exceeding £2.

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

(f) The Company shall request the Director of Education at the beginning of each year to draw up a syllabus showing the course for the various classes for the year. Such syllabus shall, where possible, include theory as applied to the trade, craft, occupation or calling to which the apprentices are indentured. A copy of such syllabus shall be furnished to each Union concerned, and shall be subject to review by the Court.

(g) Once in each year a report shall be furnished by the foreman and the teacher of the apprentice at the Technical School to the head of the branch in which the apprentice is employed on the attendance, conduct, attention, aptitude and progress of each apprentice, and upon any other matter calling for attention.

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

#### 10.—Examinations.

(a) Every apprentice shall be bound to submit himself to Technical School examination at the place and time fixed by the Director of Technical Education.

(b) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least seventy per centum (70%) of attendances at the Technical School or other place of instruction unless he is exempted from such attendance under the provisions hereof, or for other good cause.

(c) If the Company or the industrial Union concerned make representations to the Court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices are inadequate, the Court may make such investigations and such report to the Minister controlling such Technical School, or such other place, as it deems necessary.

(d) The Company shall, when necessary notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

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

(f) For the purpose of the examination in the practical work of the trade, the examiners shall be persons skilled in the trade. There shall be two examiners for each trade, one to be appointed by the Company and the other by the Union or Unions concerned. Failing provision for appointment as aforesaid, the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners, the matters in dispute shall be referred to a third person, agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(g) It shall be the duty of the examiners to examine the work, require the production of the Certificate of Attendance, inquire into the diligence of each apprentice, and submit a report to the Company in writing as to the result of the examination within one (1) month from the date of the holding of the examination but this period may be extended by the Court.

(h) Such examination shall, where necessary, include theory and practice as applied to the trade, industry, craft, occupation or calling to which the apprentice is indentured: Provided, however, that separate examinations conducted by different examiners may be held in—(i) practical work; and (ii) theory.

(i) The Company shall, after each examination, issue a certificate in Form "C" to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. When the final examination has been passed, the certificate shall also be signed by the examiners, and the apprenticeship agreement duly endorsed.

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

(k) A certificate shall be issued to each apprentice showing the percentage of marks obtained in each subject for which he sat at the annual technical examination, with remarks from the Head of Branch as to the manner in which he has carried out his practical work during the preceding year.

(l) The Company shall submit a report to the Court in writing accompanied by the examiners' reports as to the result of the annual examination or examinations within three (3) months of the date thereof.

(m) Shortly prior to the completion of the period of training prescribed or any authorised extension thereof, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners. Upon passing this test, the apprentice shall be provided with a certificate in Form "D" signed by the examiners and the Registrar, and the Head of the Branch, for and on behalf of the Company.

#### 11.—Lost Time.

(a) Time lost in any one (1) year of apprenticeship, except as hereinafter provided, shall be without pay, and shall be made up at the conclusion of each separate period of twelve (12) months at the rate fixed for the period during which such time was lost, and the increased rate of wages shall not apply until such lost time (if any) has been fully made up: Provided that this clause shall not apply to—

(i) time lost due to accidents on duty up to a maximum of four (4) weeks in any one year;

(ii) time lost through annual leave and public holidays prescribed by this Award;

- (iii) time lost by duly certified sickness up to a maximum of four (4) weeks in any one year not due to injury sustained as a result of an accident, not arising out of or in the course of his employment or for any accident or sickness arising out of the apprentice's own misconduct or wilful default;
- (iv) time occupied attending technical classes as prescribed during ordinary working hours.

(b) When work is closed down over Christmas and New Year for the purpose of annual holidays, apprentices in their first year, with less than a full year's holidays due, will only be entitled to payment during such period of absence for the number of days holidays due to them, calculated under the provisions of the Industrial Agreement applicable.

(c) Where time lost through sickness exceeds three (3) consecutive working days, the Company may demand from the apprentice the production of a medical certificate, and a further such certificate or certificates may be required if any time is lost through sickness within seven (7) days from the date of resumption of duty. An apprentice who has been absent for one week (not continuous) in any one (1) year shall, if so instructed by his Head of Branch furnish a medical certificate for absences of one (1) day only, the cost, if any, of such certificate or certificates, not exceeding seven shillings and sixpence (7s. 6d.) to be borne by the Company.

12.—Guaranteed Week.

The provisions of the "Guaranteed Week" clause as contained in the Agreement shall apply to apprentices.

13.—Miscellaneous.

(a) The Registrar shall prepare and keep the following records:—

- (i) a record of all apprentices and probationers placed with the Company;
- (ii) a record of the progress of each apprentice recording the results of the examiners' reports;
- (iii) any other particulars the Court may direct.

(b) These records shall be open to inspection by the Company and the Unions of workers interested upon request.

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(a) The number of apprentices shall not exceed the proportion of one (1) to every two (2) or fraction of the first two (2) journeymen employed: Provided, however, that this provision shall not be applied so as to permit of such proportion being exceeded in any particular place.

(b) Provided that the Company may, with the consent of a committee of three (3), consisting of a representative of the Company, a representative of the Union concerned, and the Industrial Registrar as chairman, take on new apprentices up to the proportion of one (1) to each journeyman employed.

(c) Notwithstanding anything contained in these Regulations and in the Agreement to the contrary, if through lack of work the Company is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian and the Union, be suspended for a period agreed upon, or, if no such agreement is arrived at, may be cancelled by the committee, as provided in (b) hereof. The onus of proof of circumstances justifying such cancellation shall be on the Company. This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

(d) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve (12) months immediately preceding such time shall be deemed to be the number of journeymen employed.

(e) With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require the Company to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

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(a) The Company shall not refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment, or alter his position to his prejudice, by reason merely of the fact that the worker is a member of any Advisory Committee or Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

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

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In every application under regulations 6 (e), 6 (g), 7 (b), 7 (c), 7 (d), hereof, the Union of workers registered may intervene and make such representations at the hearing as it may deem necessary. In an application under regulation 8 (a) both the Company and the Union may intervene.

Form "A."

To

The Registrar, Arbitration Court, Perth.

Please take notice that.....  
of....., has entered my  
service on probation as an apprentice to the  
..... branch of the  
..... trade on the.....  
day of..... 19.....

Dated this..... day of  
..... 19.....

(Signature of Employer).....  
Particulars relating to the Apprentice.

Date of Birth.....

Standard passed at school.....

(Signature of apprentice).....

(Signature of parent or guardian).....

Form "B."

CERTIFICATE OF SERVICE.

This is to certify that..... of.....  
has served..... years..... months  
at the..... branch of the  
..... trade. He has attained (or not  
attained or attained more than) the average pro-  
ficiency of an apprentice of like experience. The  
cause of the transfer (or termination) of the  
apprenticeship is as follows:—

.....  
Dated this..... day of..... 19.....  
(Signature of employer).....

Form "C."

PROGRESS CERTIFICATE.

THIS IS TO CERTIFY  
THAT

.....  
now in his..... year of apprenticeship  
to the..... trade as an  
apprentice of the MIDLAND RAILWAY COMPANY  
OF WESTERN AUSTRALIA LIMITED, has.....  
..... the required standard of pro-  
ficiency of an apprentice of like experience.  
Dated the..... day of..... 19.....

.....  
Examiners.

.....  
(Title of Head of Branch.)  
for and on behalf of the  
MIDLAND RAILWAY COM-  
PANY OF W.A. LTD.

Form "D."
FINAL CERTIFICATE.

This is to certify that ... has completed the period of training of ... years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the ... trade.

Dated at ... the ... day of ... 19...

Served apprenticeship with Midland Railway Company of Western Australia Limited.

Registrar.

(Title of Head of Branch.) for and on behalf of the MIDLAND RAILWAY COMPANY OF W.A. LTD.

Examiners.

Form E.

The Midland Railway Company of Western Australia Limited.

APPRENTICESHIP AGREEMENT.

This Agreement, made this ... day of ... 19..., between the Midland Railway Company of Western Australia Limited (hereinafter called "the employer"), of the first part and ... of ... born on the ... day of ... 19... (hereinafter called "the apprentice"), of the second part and ... of ... (address) ... (occupation) ... parent or guardian of the said ... (hereinafter called the "parent" or "guardian"), of the third part witnesseth as follows:—

1. The apprentice of his own free will, and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of ... for a period of ... years from the ... day of ... one thousand nine hundred and fifty...

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators and assigns, covenant with the employer as follows:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foreman and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes, or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1952, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer hereby covenants with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of ... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice when available shall be at the expense of the employer and shall be in the employer's time except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1952, or any Act or Acts amending the same, and any regulation made thereunder, as far as the same concern the apprentice, and also the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. It is further agreed between the parties hereto:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice whilst under eighteen (18) years of age shall not be required to work overtime without his consent.

(c) This Agreement may be cancelled by mutual consent by the employer, the apprentice and parent (or guardian) giving one month's notice in writing to the Industrial Registrar that this Agreement shall be terminated, and thereupon the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Agreement.

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

Signed, sealed and delivered by

for and on behalf of the said The Midland Railway Company of Western Australia Limited in the presence of

(Signature of Employer).

And by the said ... in the presence of

(Signature of Apprentice).

And by the said ... in the presence of

(Signature of Guardian).

Noted and registered this ... day of ... 19...

Registrar.

Form "F."

Termination of Apprenticeship.

To the Registrar,  
Court of Arbitration.

Notice is hereby given that we have mutually agreed to the termination of the apprenticeship of ..... to the ..... branch of the ..... trade, entered into on the ..... day ..... 19....., between ..... (employer), ..... (parent or guardian), and ..... (apprentice) ..... and request that the cancellation be recorded as from .....

Dated this ..... day of ..... 19.....

(Signature of Apprentice).

(Signature of Parent or Guardian).

(Signature of Employer).

Form "G."

THE MIDLAND RAILWAY COMPANY OF  
WESTERN AUSTRALIA LTD.

APPLICATION FOR EMPLOYMENT  
AS APPRENTICE.

(To be prepared in the handwriting of the Applicant.)

Applications for employment should only be submitted in response to public advertisement.

Each Applicant selected for employment must appear, when directed before the Company's Medical Officer for examination in respect of physical and mental condition. Such applicant must also undergo the Company's test for vision and hearing. Should either examination disclose any bodily or mental infirmity, or that the vision or hearing is not in accordance with the Company's Regulations, such Applicant shall not be eligible for employment.

1. Name in full.....  
(Surname first)

Postal Address.....

2. Trade or Trades to which apprenticeship is desired in order of preference:—

- (1) .....
- (2) .....
- (3) .....
- (4) .....
- (5) .....
- (6) .....
- (7) .....
- (8) .....
- (9) .....
- (10) .....

3. Date of Birth.....

(Registrar's Certificate of Birth or Certified Extract from Birth Entry must be furnished with application, Declaration, fee receipt, record of registry of birth or baptismal certificate will not be accepted for entrance into the Service.)

Proved by Certificate No.....  
Extract

4. Place of Birth.....  
(Town and Country must be shown.)

5. Educational Standard passed.....  
(Form attached must be completed.)  
Date passed, (Year).....

6. Height without boots.....feet.....inches.

7. Chest measurement.....inches.

8. Weight.....st.....lb.

9. Have you previously applied for employment in this Company.....  
If so, to whom?.....  
When?.....  
For what position?.....  
What reply was received?.....  
Quote File No.....

10. Particulars of employment (if any) during the last three years.....  
Name of Employer.....  
Nature of Employment.....  
Period Employed.....  
Whether now Employed.....

11. Are you now employed in this Company, or have you at any time previously been employed in this Company or upon any Railway or Tramway?.....  
If so, state: Name of the Railway or Tramway.....

Capacity in which employed.....  
Length of service.....  
Date and cause of service terminating (if applicable).....

12. Is any member of your family in the employment of this Company?.....  
If so, state: relationship.....  
Name.....  
Location.....  
Designation.....

13. Particulars of testimonials.....

Each applicant must supply one ORIGINAL testimonial together with a copy in his own handwriting. In addition the attached certificate must be completed by the Head Teacher of the School last attended.

14. Any other particulars which the Applicant may desire to add:—.....

15. Have you been charged in a Police or any other Court? If so, state nature of offence.....

16. Signature and Address of Parent or Guardian (Required only in the case of applicants under the age of twenty-one years).....

..... 19.....

Signature of Applicant.

Certificate attached to Form "C".

Educational Certificate to be Completed by the Present Head Teacher of the School Last Attended.  
..... Name of School.  
..... Address.

This is to certify that, according to school records

..... (Name of Applicant)

entered this school on..... (Date of entry)

from..... (Name of Previous school) School, where

he has passed out of the..... class. He passed the.....

(Last school examination passed)

Class examination in....., 19.....

Strike out clause not required { He is now in attendance and is in the ..... Class.  
He left this school on ..... 19....., and was then in the ..... Class.

Remarks respecting character and conduct.....

Head Teacher.....  
(Signature)

Date.....

Signed for and on behalf of  
The Midland Railway Com-  
pany of Western Australia  
Limited, this twenty-fifth  
day of February, 1957, in  
the presence of—

J. E. Townsend.

J. S. DOWSON,  
General Manager.

Signed for and on behalf of  
the West Australian Mid-  
land Railway Employees'  
Industrial Union of Work-  
ers, this twenty-fifth day of  
February, 1957, in the pre-  
sence of—

W. Epps.

[L.S.]

R. T. SHARP,  
President.  
MAURICE FOX,  
General Secretary.

#### ERRATUM.

#### IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

IN the publication of the Ship Painters and Dockers Casual Workers' Award, No. 7 of 1956, at pages 261 to 265 inclusive of the *Government Gazette* (No. 10) of the 8th February, 1957, delete the last proviso to subclause 19 (r) where it appears on the page 264 and insert the following proviso immediately after subclause 19 (r) (iv):—

Provided that the employer shall endeavour to avoid any action which would tend to defeat the Roster System, and shall make use of his rights in regard to transfers only when in his opinion the necessity could not be reasonably avoided.

R. BOWYER,  
Clerk of the Court of Arbitration

#### COMPANIES ACT, 1943-1946.

Notice of Change in Situation of Registered Office.

Pursuant to Section 99 (4).

Lloyd Mackennal International Co. Pty. Ltd.

NOTICE is hereby given that the Registered Office of Lloyd Mackennal International Co. Pty. Ltd. was, on the 8th day of March, 1957, changed to and is now situated at Ground Floor, 104 St. George's Terrace, Perth.

Dated this 20th day of March, 1957.

R. J. SMITH,  
Secretary.

#### 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).

Barrington Quarries Pty. Ltd.

To the Registrar of Companies.

NOTICE is hereby given that the Registered Office of Barrington Quarries Pty. Ltd., is situated at care of W. Hayes & Co., Chartered Accountants (Aust.), 133 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays (inclusive)—from 10 a.m. to 1 p.m. and 2 p.m. to 4 p.m., public holidays excepted.

Dated this 14th day of March, 1957.

A. I. DOIG,  
Director.

Unmack & Unmack, Solicitors, 12 Howard Street, Perth.

#### LOST STOCK CERTIFICATES.

Westralian Oil Limited.

NOTICE is hereby given that Certificates Nos. 4750 and 4751, for a total of 200 stock units in Westralian Oil Limited registered in the name of Leon Cohen (deceased) have been lost or destroyed.

Unless there is received some claim or representation in respect of the said original certificates within 28 days from the date of this notice, the directors will proceed to deal with the application for the new certificates.

By Order of the Board.

E. F. DORKING-CLARK,  
Secretary, A.A.S.A., A.C.A.A., A.C.I.S.

26th March, 1957.

Western Australia.

#### 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).

Galvanite Holdings Pty. Ltd.

To the Registrar of Companies, Perth.

NOTICE is hereby given that the Registered Office of Galvanite Holdings Pty. Ltd. is situate at Industrial Centre, Welshpool Road, Welshpool, and the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays (inclusive) from 10 a.m. to noon and 2 p.m. to 4 p.m., except on public holidays when the office will be closed.

Dated this 25th day of March, 1957.

OLNEY & NEVILLE,  
Solicitors for the Company,  
C.M.L. Building,  
St. George's Terrace, Perth.

#### COMPANIES ACT, 1943-1955.

Notice of Office.

To the Registrar of Companies.

ELECTRICAL SUPPLY AND SERVICE COMPANY OF AUSTRALIA PROPRIETARY LIMITED hereby gives notice that the Registered Office of the Company is situated at 1111 Hay Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—From 10 a.m. to 4 p.m. on all week days with the exception of Saturdays and public holidays.

Dated the 7th day of March, 1957.

J. ALLAN,  
Agent in Western Australia.

#### COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office and/or of the Days and Hours such Office is Accessible to the Public.

Pursuant to Section 99 (4).

Ashleys Pty. Limited.

NOTICE is hereby given that the Registered Office of Ashleys Pty. Limited was, on the 15th day of March, 1957, changed to and is now situated at c/o A. E. Weston, James & Co., 101 St. George's Terrace, Perth.

The days and hours during which the Registered Office of Ashleys Pty. Limited is accessible to the public are, as from the 15th day of March, 1957, as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. week days, excluding Saturdays and public holidays.

Dated this 26th day of March, 1957.

K. H. COX,  
Director.

## COMPANIES ACT, 1943-1954.

Notice of Special Resolution for Voluntary Winding-up.

Pursuant to Section 232 (1).

NOTICE is hereby given that at an extraordinary general meeting of Esperance Oil Syndicate Limited duly convened and held at McNess Hall, Pier Street, Perth, on the 21st day of March, 1957, at 11 o'clock in the forenoon the following special resolutions were passed:—

(a) That it has been proved to the satisfaction of the meeting that it is just and equitable the Company be wound up and that accordingly the Company now be liquidated as a Members' Voluntary Winding-up under the provisions of section 236 (1) of the W.A. Companies Act.

(b) That Mr. E. F. Dorking-Clark, A.A.S.A., A.C.A.A., A.C.I.S., the present Secretary and Public Officer of the Company be appointed as Liquidator subject to the approval of the Court, under the provisions of section 184, subsection (1) (b) of the W.A. Companies Act.

Dated the 26th day of March, 1957.

RALPH J. STODDART,  
Chairman of Meeting.

Ralph J. Stoddart, Solicitor, 135 St. George's Terrace, Perth.

## COMPANIES ACT, 1943-1954.

Watin Mines Pty. Ltd.

NOTICE is hereby given that the Registered Office of the abovenamed company will be situated at Room 20, Second Floor, Atlas Buildings, Esplanade, Perth, and will be open to the public from 10 a.m. to 12 noon, and 2 p.m. to 4 p.m., Mondays to Fridays, excluding public holidays.

Dated the 13th day of March, 1957.

FRANK DOWNING,  
Solicitor for the Company.

Downing & Downing, Solicitors, 9 Barrack Street, Perth.

## COMPANIES ACT, 1943-1954.

Grovedale Pty. Ltd.

NOTICE is hereby given that the Registered Office of the abovenamed company will be situated at Room 1, First Floor, E.S. & A. Bank Chambers, 101 St. George's Terrace, Perth, and will be open to the public from 10 a.m. to 12 noon, and 2 p.m. to 4 p.m., Mondays to Fridays, excluding public holidays.

Dated the 12th day of March, 1957.

FRANK DOWNING,  
Solicitor for the Company.

Downing & Downing, Solicitors, 9 Barrack Street, Perth.

Western Australia.

## COMPANIES ACT, 1943-1954.

South Australian Unit Trusts Proprietary Limited.

SOUTH AUSTRALIAN UNIT TRUSTS PROPRIETARY LIMITED hereby gives notice that the Registered Office of the Company is situated at Fourth Floor, 49 William Street, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are Mondays to Fridays, except public holidays, from 10 a.m. to 4 p.m.

Dated this 25th day of March, 1957.

R. C. DOWNING,  
Agent in Western Australia.

Boulton, Godfrey & Virtue, Solicitors, 66 St. George's Terrace, Perth.

## COMPANIES ACT, 1943-1954.

Notice Concerning Lost Share Certificates.

Pursuant to Section 414 (1).

Victoria District Flour Milling Co. Limited.

NOTICE is hereby given that share certificates Nos. 443 and 758 for twenty (20) shares in the abovenamed Company entered in the name of E. S. Macdonald, of Geraldton, have been lost or destroyed and it is the intention of the directors of the abovenamed Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Dated this 26th day of March, 1957.

F. J. DUNN,  
Secretary.

## COMPANIES ACT, 1943-1954.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

H. Dawson Sons & Company Limited.

NOTICE is hereby given that H. Dawson Sons & Company Limited a Company registered under Part XI of the Companies Act, 1943-1954, and having its Registered Office at Commercial Bank Chambers, 42 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 20th day of July, 1957.

Dated this 27th day of March, 1957.

A. C. FORBES,  
Attorney.

Unmack & Unmack, 12 Howard Street, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office of a Company incorporated outside Western Australia which carries on business or is about to carry on business within Western Australia and of the Days and Hours during which such Office is Accessible to the Public.

Pursuant to Section 330 (4).

Gordon Edgell & Sons Limited.

To the Registrar of Companies.

GORDON EDGELL & SONS LIMITED hereby gives notice that the Registered Office of the Company is situated at 184 Roe Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays inclusive, excepting public and bank holidays, from 9 a.m. to 1 p.m. and 2 p.m. to 5 p.m.

Dated this 21st day of March, 1957.

G. M. BELLIS,  
Agent in Western Australia.

IN THE MATTER OF THE COMPANIES ACT,  
1943-1954.

NOTICE is hereby given that pursuant to sections 402 and 405 of the abovenamed Act, the under-mentioned persons have been registered on the date specified as qualified to act each as Auditor of Companies:—

Douglas Haig Chudleigh, of Starkey & Starkey, 89 St. George's Terrace, Perth, W.A.

Stanley Thornton Young, of Starkey & Starkey, 89 St. George's Terrace, Perth, W.A.

Date of Registration: 22nd March, 1957.

T. MACFARLANE,  
Deputy Registrar of Companies.



IN THE MATTER OF THE COMPANIES ACT, 1943-1956, and in the matter of Freny Kimberley Oil Company (1932) No Liability.

NOTICE is hereby given that certain shares having become forfeited for non-payment of the first call of 3d. per share due and payable on the 14th February, 1957, will be offered for sale by public auction in the Board Room of the Stock Exchange, of Perth, C.M.L. Building, 55 St. George's Terrace, Perth, on Monday, the 15th day of April, 1957, at 10 o'clock in the forenoon, unless previously redeemed.

Shares may be redeemed at any time before the date fixed for offering the shares for sale and at any time on that day not later than two hours before the time fixed for sale.

By Order of the Board.

W. A. CARCARY,  
Secretary.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of European Motor Company 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 European Motor Company Limited.

Dated this 25th day of March, 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 Northern Developments (Holdings) 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 Northern Developments (Holdings) Limited.

Dated this 25th day of March, 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 T.G.A. 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 T.G.A. Pty. Ltd.

Dated this 21st day of March, 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 Barrington Quarries 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 Barrington Quarries Pty. Ltd.

Dated this 14th day of March, 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 Belmont Ready Mixed Mortars 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 Belmont Ready Mixed Mortars Pty. Ltd.

Dated this 15th day of March, 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 Watin Mines 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 Watin Mines Pty. Ltd.

Dated this 19th day of March, 1957.

T. MACFARLANE,  
Deputy Registrar of Companies.  
Companies Office,  
Supreme Court, Perth, W.A.

#### IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Sarah Elizabeth Lake, late of 152 (now 132) Burgoyne Road, Albany, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the estate of the abovenamed deceased are hereby requested to send full particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 30th day of April, 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 this 19th day of March, 1957.

HUDSON, HENNING & GOODMAN,  
49 Peels Place, Albany,  
Solicitors for the Executor.

#### IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Cornelius John McManus (also known as John Cornelius McManus), late of 42 The Esplanade, Peppermint Grove, in the State of Western Australia, Pastorist and Hotel Proprietor, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, care of Messrs. McLaren & Stewart, Chartered Accountants (Aust.), E. S. & A. Bank Chambers, 101 St. George's Terrace, Perth, on or before the 30th day of April, 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 this 22nd day of March, 1957.

WHEATLEY & SONS,  
of 49 St. George's Terrace, Perth,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Dorothy Pearl Knight, late of 33 Viewway, Nedlands, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, care of the undersigned on or before the 30th day of April, 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 they shall then have had notice.

Dated the 18th day of March, 1957.

BRIAN NAUGHTON,  
Road Board Chambers, Collie,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Clara Lilian Parker, late of 389 Stirling Highway, Claremont, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor The West Australian Trustee Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 30th day of April, 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 20th day of March, 1957.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Alice Anderson, late of 4 Frances Street, Mount Lawley, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors Trustees and Agency Company (W.A.) Limited, at 89 St. George's Terrace, Perth, on or before the 30th day of April, 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 20th day of March, 1957.

JACKSON, McDONALD CONNOR  
& AMBROSE,  
55 St. George's Terrace, Perth,  
Solicitors for the Executor.

FREMANTLE HARBOUR TRUST.

Notice to Mariners.

No. 6 of 1957.

Australia—West Coast.

Fremantle Outer Harbour—Success Bank Channel.

Alteration in Character of Light Buoy.

Position.—No. 1 Light Buoy (Black Triangular Topmark). Lat. 32° 03' 54.4" S. Long. 115° 41' 00.91" E.

Details.—Position No. 7 Light Buoy 169° 10' distant 2.27 miles from the above position.

Abridged description: Fl. G. 2 sec. 6M.

The light now shows flashing green every two seconds, visible six miles.

Former Notice.—No. 11 of 1956.

Charts affected.—No. Aus. 77, BA.1058.  
Publications affected.—List of Lights, Vol. 10, 1956. Australia Pilot, Vol. V (1948).  
Authority.—Fremantle Harbour Trust.  
Date.—15th March, 1957.

H. ACTON,  
Secretary.

FREMANTLE HARBOUR TRUST.

Notice to Mariners.

No. 7 of 1957.

Australia—West Coast.

Fremantle Outer Harbour—Cockburn Sound.

Alteration to Lights on Transit Beacons.

Positions.—

(a) Front leading light—Lat. 32° 08' 42" S. Long. 115° 42' 10" E.

(b) Rear light—169½° distant 0.5 miles from (a).

Details.—Fixed green lights have been permanently established at (a) and (b) above. The height of (a) is 40 feet, and (b) is 22 feet. The arcs of visibility are from 004¼° through North to 334¼° in each case.

Former Notice.—Temporary Notice No. 7 of 1955 is hereby withdrawn.

Charts Affected.—Aus. 77, 122, BA.1058.

Publications Affected.—List of Lights, Vol. 10, 1954, page 133. Australia Pilot, Vol. V, 1948, page 343.

Authority.—Fremantle Harbour Trust.

Date.—15th March, 1957.

H. ACTON,  
Secretary.

FREMANTLE HARBOUR TRUST.

Notice to Mariners.

No. 8 of 1957.

Australia—West Coast.

Fremantle Outer Harbour—Cockburn Sound.

Removal of Mooring Buoys.

Position.—Lat. 32° 13' 50" S. (approx.). Long. 115° 41' 36" E. (approx.).

Details.—Ten mooring buoys laid by the Department of the Navy in Port Royal (Careening Cove) Garden Island have been removed and their positions are to be expunged from the Chart.

Chart Affected.—Aus. 77.

Publication Affected.—Australia Pilot Vol. V, 1948, page 344.

Authority.—Fremantle Harbour Trust.

Date.—18th March, 1957.

H. ACTON,  
Secretary.

GOVERNMENT GAZETTE.  
NOTICE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The subscription to the *Government Gazette* is as follows:—£4 per annum, £2s. 5s. per half year, and £1 5s. per quarter, including postage. Single copies, current year, 2s.; previous years, up to ten years, 4s.; over ten years, 7s.; postage extra.

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All communications should be addressed to "The Government Printer, Perth."

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