



# Government Gazette

## WESTERN AUSTRALIA

(Published by Authority at 3.30 p.m.)

(REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER.)

No. 94.]

PERTH: FRIDAY, 1st NOVEMBER

[1957.]

Dedication of Public Highway.

South Perth Municipality.

### PROCLAMATION

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

Corr. 3046/56.

WHEREAS by section 223 of the Municipal Corporations Act, 1906-1956 (6 Edwardi, No. 32), it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway within the meaning of any law now or hereafter in force; and whereas the South Perth Municipal Council has requested that certain land named and described in the Schedule hereunder which have been used for streets or ways within the Municipality of South Perth, be declared public highways: Now, therefore I, the said Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said lands to be public highways, and such lands shall, from the date of this Proclamation, be absolutely dedicated to the public as highways within the meaning of any law now or hereafter in force.

#### Schedule.

Portion of Canning Location 37 containing 2 acres 1 rood 21 2/10ths perches and being part of lot 3 on L.T.O. Plan 3383 and being part of the land comprised in Certificate of Title Volume 1048, Folio 742 and being:—

(a) Roebuck Drive.—Bounded by lines commencing at the south-eastern corner of the land comprised in L.T.O. Diagram 12347 and extending

268 degrees 20 chains, thence 178 degrees 2 minutes 1 chain 5 links, thence 43 degrees 1 minute 42 4/10ths links, thence 88 degrees 4 chains 70 links, thence 133 degrees 1 minute 42 4/10ths links, thence 358 degrees 2 minutes 30 links, thence 88 degrees 90 links, thence 178 degrees 2 minutes 30 links, thence 43 degrees 1 minute 42 4/10ths links, thence 88 degrees 13 chains 20 links, thence 133 degrees 1 minute 42 4/10ths links, thence 358 degrees 2 minutes 1 chain 5 links along part of the western boundary of Mt. Henry Road to the starting point.

(b) Parmelia Grove.—Bounded by lines commencing on the southern boundary of Roebuck Drive 8 chains 60 links westward from the intersection of its prolongation eastward with the western boundary of Mt. Henry Road and extending 223 degrees 1 minute 42 4/10ths links, thence 178 degrees 2 minutes 4 chains 21 links, thence 268 degrees 90 links, thence 358 degrees 2 minutes 4 chains 21 links, thence 313 degrees 1 minute 42 4/10ths links, thence 88 degrees 1 chain 50 links along part of the southern boundary of Roebuck Drive to the starting point.

(c) Batavia Way.—Bounded by lines commencing on the southern boundary of Roebuck Drive 3 chains 70 links westward from the intersection of its prolongation eastward with the western boundary of Mt. Henry Road and extending 223 degrees 1 minute 42 4/10ths links, thence 178 degrees 2 minutes 3 chains 45 links, thence 158 degrees 50 minutes 76 links, thence 245 degrees 5 minutes 76 links, thence 290 degrees 57 minutes 76 links, thence 17 degrees 14 minutes 76 links, thence 358 degrees 2 minutes 3 chains 45 links, thence 313 degrees 1 minute 42 4/10ths links, thence 88 degrees 1 chain 50 links along part of the southern boundary of Roebuck Drive to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 31st day of October, 1957.

By His Excellency's Command,

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

GOD SAVE THE QUEEN ! ! !

## Marketing of Onions Act, 1938-1956.

## PROCLAMATION

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

WHEREAS it is enacted by section 4 of the Marketing of Onions Act, 1938-1956, that the Governor may at any time, on the application of The Western Australian Onion Marketing Board, provide and declare by Proclamation that the property in all onions belonging to growers shall forthwith upon the date of publication of the Proclamation or on or from some other date specified therein be divested from the growers thereof and become vested in and be the absolute property of the Board as the owner thereof, and that any onions belonging to the growers thereafter coming into existence within a time specified in the Proclamation, shall become vested in and be the absolute property of the Board, and may by such Proclamation make such further provision as will enable the Board effectively to obtain possession of such onions, and to deal with the same, as may be deemed necessary or convenient in order to give full effect to the objects and purposes for which the Board has been constituted; and whereas by subsection (4) of that section it is also provided that the provisions of that section shall not apply to onions harvested and marketed by a grower during the period between the 31st day of July and the 1st day of November in each and every year; and whereas the Board has made application for the issue of a Proclamation accordingly, and it is deemed desirable and expedient that such Proclamation shall be issued: Now, therefore, I, the Governor, acting with the advice and consent of the Executive Council, and pursuant to the application of The Western Australian Onion Marketing Board, and in exercise of the powers conferred by section 4 of the Act, do hereby provide and declare for the purposes of the Act, that from and including the 1st day of November, 1957, to and including the 31st day of July, 1958, the property in all onions then belonging to growers within the meaning of the Act, shall, subject to all lawful exceptions and to any exemptions which may be lawfully granted by the Board, be divested from the growers thereof, and shall become vested in and be the absolute property of The Western Australian Onion Marketing Board as the owner thereof, and the Board may, but subject to the regulations at any time or from time to time in force do such lawful acts and things, and take such lawful means, as the owner thereof to obtain effectively possession of the onions which by notice in this Proclamation are the absolute property of the Board and to deal with the same, as the Board may deem necessary or convenient, in order to give full effect to the objects and purposes for which the Board has been constituted.

Given under my hand and the Public Seal of the said State, at Perth, this 1st day of November, 1957.

By His Excellency's Command,

E. K. HOAR,  
Minister for Agriculture.

GOD SAVE THE QUEEN ! ! !

## Coal Mine Workers (Pensions) Act, 1943-1955.

## PROCLAMATION

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

WHEREAS by the Coal Mine Workers (Pensions) Act, 1943-1955, it is provided that the Governor may from time to time, by Proclamation, increase

or decrease the amount of the pensions or any class of pensions or the additions in any pensions or any class of such additions payable pursuant to the provisions of the said Act; and whereas it is expedient to increase the amount of pension or additions to pensions payable aforesaid: Now, therefore I, the said Governor, in exercise of the powers aforesaid do hereby, with the advice and consent of the Executive Council, proclaim that on and after the 24th day of October, 1957, and until further Proclamation, the rates of pensions and additions to pensions provided for by sections 6, 7, 8, 9 and 10 of the Act shall be as set forth in the schedule hereunder.

## Schedule.

Section of Act; Rate of pension or addition to pension.

Section 6, subsection (1); £5 10s. per week  
Section 6, subsection (2); £5 10s. per week.  
Section 6, subsection (3); £5 10s. per week.  
Section 7, subsection (1); £5 10s. per week.  
Section 7, subsection (1a); £5 10s. per week.  
Section 8, subsection (1); £5 10s. per week.  
Section 9, subsection (1) (a); £4 15s. per week.  
Section 9, subsection (1) (c); £4 15s. per week.  
Section 9, subsection (6); £4 7s. 6d. per week.  
Section 10, subsection (1); £5 per week.  
Section 10, subsection (2); £5 per week.  
Section 10, subsection (3) (a) (i); £5 per week.  
Section 10, subsection (3) (a) (ii); £5 per week.

Given under my hand and the Public Seal of the said State, at Perth, this 30th day of October, 1957.

By His Excellency's Command,

(Sgd.) L. F. KELLY,  
Minister for Mines.

GOD SAVE THE QUEEN ! ! !

Public Service Commissioner's Office,  
Perth, 30th October, 1957.

## PUBLIC SERVICE ACT, 1904-1956.

## Magisterial Examinations.

AN examination will be held in the first part of the Magisterial Examination on 28th and 29th of November, 1957.

Candidates are required to advise the Chairman of the Board, Magistrates Chambers, Beaufort Street, Perth, of their intention to sit prior to the 15th November, 1957.

IT is hereby notified for general information that the following days will be observed as Public Service Holidays for Christmas and New Year—

Wednesday, 25th December, 1957, (Xmas Day).  
Thursday, 26th December, 1957, (Boxing Day).  
Friday, 27th December, 1957 (Special).  
Wednesday, 1st January, 1958, (New Year's Day).  
Thursday, 2nd January, 1958, (Special).

H. E. SMITH,  
Public Service Commissioner.

## VACANCIES IN THE PUBLIC SERVICE.

| Department.               | Position.  | Class.          | Salary.                 | Date Returnable.       |
|---------------------------|--|-----------------|-------------------------|------------------------|
| Public Works              | Plant Inspectors (two), Mechanical and Plant Engineer's Branch (a)   | G-II-4          | Margin £520-£565        | 1957.<br>1st November. |
| Do.                       | Engineer, Grade 3 (Electrical), Mechanical and Plant Engineer's Branch (a)   | P-II-4/7        | Margin £520-£880        | do.                    |
| Mines                     | Second-in-Charge of Division, Agriculture, Water Supply and Forestry Division, Government Chemical Laboratories (Item 1130/56) | P-I-1           | Margin £1290-£1340      | do.                    |
| Do.                       | Mineralogist and Research Officer, Grade 2 (Item 1147/56) (a)  | P-II-2/7        | Margin £385-£880        | do.                    |
| Do.                       | Clerk, Kalgoorlie (Item 1021/56)   | C-II-1          | Margin £295-£325        | do.                    |
| Do.                       | Clerk-in-Charge, Records and Correspondence (Item 1009/56)   | C-II-4          | Margin £520-£565        | do.                    |
| Medical                   | Assistant Matron (Inspections) (a)   | G-II-4/5<br>(F) | Margin £375-£495        | 2nd November.          |
| Lands and Surveys         | Chief Draftsman (Item 889/56)  | P-II-11         | Margin<br>£1,195-£1,240 | 8th November.          |
| Do.                       | Clerk, Lands Accounts (Item 712/56)  | C-II-1          | Margin £295-£325        | do.                    |
| State Housing Commission  | Clerk (Relieving), Accounts Branch (Item 239/56)   | C-II-2          | Margin £355-£385        | do.                    |
| Do. do. do.               | Clerk, Records Branch (Item 353/56)  | C-II-2          | Margin £355-£385        | do.                    |
| Crown Law                 | Clerk (Salaries), Accounts Branch (Item 2972/56)   | C-II-3          | Margin £430-£475        | do.                    |
| Public Works              | Clerk, Expenditure and Statistics Section (Item 1913/56)   | C-II-2          | Margin £355-£385        | do.                    |
| Metropolitan Water Supply | Inspector, Plumbing (Items 2764/56, 2767/56, 2771/56) (a)  | G-II-4          | Margin £520-£565        | do.                    |
| Mental Health Services    | Consultant Psychiatrist and Physician Superintendent, Psychiatric Out-patient Clinic (Item 1611/56)                            | P-S-£3,330      | Gross Salary<br>£3,410  | do.                    |
| Public Works              | District Supervisor, Kalgoorlie, Item 2414/56 (a)  | G-II-4          | Margin £520-£565        | 15th November          |
| Child Welfare             | Probation Officer, Male, (2 positions) Items 3539/56, 3540/56  | G-II-5          | Margin £610-£655        | do.                    |
| Treasury                  | Government Printer Item 195/56 (a)   | P-I-5           | Margin £1700-£1760      | do.                    |
| Do.                       | Clerk in Charge, Drugs and Stationery, Government Stores, Item 145/56  | C-II-6          | Margin £700-£745        | do.                    |

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

Applications are called under section 34 of the Public Service Act, 1904-1956, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

1st November, 1957.

H. E. SMITH,  
Public Service Commissioner.

Crown Law Department,  
Perth, 30th October, 1957.

THE Hon. Minister for Justice pursuant to section 13 (3) of the Local Courts Act, 1904-1954, has appointed Ernest James Blake, as substitute to discharge the duties of Clerk of the Local Court at Boulder during the absence of C. E. Emms on other duties and *vice* C. S. Mason, as from 17th October, 1957.

THE Hon. Minister for Justice pursuant to the provisions of the Electoral Act, 1907-1953, and the authority delegated by the Governor thereunder has approved of the following appointments:—

Ernest James Blake, as substitute to discharge the duties of Electoral Registrar for the Boulder District during the absence of C. E. Emms on other duties, as from 17th October, 1957.

Felix Joseph Scullin, as substitute to discharge the duties of Electoral Registrar for the Central, Midland, North-East, South, South-East and South-West Provinces during the absence of D. L. Forsyth on other duties, as from 21st October, 1957.

THE Hon. Minister for Justice has made the following appointments:—

Constable L. B. McAlpine, as acting Bailiff of the Bunbury Local Court at Brunswick Junction, during the absence on leave of Constable R. H. Patterson, as from 8th October, 1957.

Constable R. A. McDonald, as acting Bailiff of the Geraldton Local Court at Dongara during the absence on annual leave of Constable A. Kennedy, as from 7th October, 1957.

Constable P. B. Skehan, as acting Bailiff of the Marble Bar Local Court at Nullagine during the absence on leave of Constable B. B. Johnson, as from 8th October, 1957.

THE Hon. Minister for Justice has appointed the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913-1953:—

Clive James Banting, Brentwood; Clinis Robert Bridge, East Victoria Park; Ross Anthony Rumble, Floreat Park; Denis Garnet Roennfeldt, Maida Vale; William Allan Woollacott, Korrelocking.

THE Hon. Minister for Justice pursuant to the provisions of the Declarations and Attestations Act, 1913-1953, has approved of the cancellation of the appointment of Arthur Walstab, of Perth, as a Commissioner for Declarations.

R. C. GREEN,  
Under Secretary for Law.

## LICENSING ACT, 1911-1944.

Application for Gallon License.

To the Licensing Court for the District of Williams-Narrogin in Western Australia.

I, ROBERT WILLIAMS, now residing at Toolibin, in the said District of Williams-Narrogin, do hereby give notice that it is my intention to apply at the next Quarterly Sitting of the Licensing Court for the said District for a Gallon License, for the premises which I now occupy, situated at Toolibin and known as "Toolibin Store."

Dated the 14th day of October, 1957.

R. WILLIAMS,  
Signature of Applicant.

## HEALTH ACT, 1911-1956.

Department of Public Health,  
Perth, 30th October, 1957.

P.H.D. 180/54.

THE cancellation of the appointment of Dr. A. C. Kingsbury as Medical Officer of Health to the Kwinana Road Board is hereby notified.

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

Kwinana Road Board: Dr. L. H. D. Percy, to be Medical Officer of Health for the 12 months ending 31st October, 1958.

LINLEY HENZELL,  
Commissioner of Public Health.

## HEALTH ACT, 1911-1956.

(Section 293A.)

Notice Requiring Persons to Submit to X-ray Examination.

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

Class.—Persons 16 years of age and over who are residents of the Augusta-Margaret River Road Board District.

Time.—Within the period 25th November, 1957, to 29th November, 1957, inclusive.

Place.—At one of the following places:—

- (1) From 25th November to 29th November, inclusive: Mobile X-ray Unit, Augusta-Margaret River Road Board Hall, Margaret River.
- (2) On 25th November, 1957: Mobile X-ray Caravan, Town Centre, Cowaramup.
- (3) On 26th November, 1957: Mobile X-ray Caravan, Town Centre, Karridale.
- (4) On 27th November, 1957: Mobile X-ray Caravan, Town Centre, Augusta.

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

Dated at Perth this 7th day of October, 1957.

LINLEY HENZELL,  
Commissioner of Public Health.

Department of Public Health,  
Perth, 30th October, 1957.

P.H.D. 1436/20.

I, EMIL NULSEN, Minister for Public Health, being the Minister administering the provisions of the Health Act, 1911-1956, hereby, under the provisions of section 251 of the said Act, authorise the Commissioner of Public Health, and his deputy, for a period of 12 months from the 5th day of November, 1957, to exercise within each of the health districts of the State of Western Australia as constituted under the Act aforesaid, and to delegate to any public health official the special powers specified in section 251 of the Act aforesaid, that is to say: (a) All the powers specified in subsections (1) to (16) inclusive. (b) With the approval of the Minister, the power specified in subsections (17) and (17a). (c) Any other power conferred upon him by the Governor under subsection (18).

Dated this 29th day of October, 1957.

E. NULSEN,  
Minister for Health.

## 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, 1933-1956, and its regulations:—

## GERALDTON.

13th November, 1957, at 3.15 p.m., at the Rural and Industries Bank:—

Northampton:—(A) (B) 377, 2a. 0r. 16p., £50; 378, 2a. 0r. 15p., £55.

## MERREDIN.

20th November, 1957, at 10 a.m., at the Court House:—

Doodlakine:—Sub. 24, 2r., £20.

(A) Suburban only.

(B) All marketable timber is reserved to the Crown.

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

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

## HEALTH ACT, 1911-1956.

(Section 293A.)

Notice Requiring Persons to Submit to X-ray Examination.

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

Class.—Persons 16 years of age and over who are residents of the Nannup Road Board District.

Time.—From 20th November, 1957, to 22nd November, 1957, inclusive.

Place.—At one of the following places:—

- (1) From 20th November, 1957, to 22nd November, 1957, inclusive: Mobile X-ray Unit, Nannup Hall.
- (2) On 22nd November, 1957: Mobile X-ray Caravan, Donnelly Mill.

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

Dated at Perth this 7th day of October, 1957.

LINLEY HENZELL,  
Commissioner of Public Health.

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.

Biggs, H.; 338/6728; Mundaring 232; non-payment of rent; 3170/55; Townsite.

Carmody, W. M.; 5154/153; Eastern 424; abandoned; 11024/99; Townsite Sheet 1.

Hymus, E. G. (Executrix of the will of S. C. Hymus); 68/1768; Ninghan 2821; abandoned; 161/29; 66/80, D3.

Riggio, V.; 3117/3791; Boulder 1688; abandoned; 10812/02; Boulder Sheet 1.

## BUSH FIRES ACT, 1954.

Appointment of Officers Authorised to Issue Permits to Burn Clover.

Bush Fires Board,  
Perth, 30th October, 1957.

Corres. No. 55.

IT is hereby notified for general information, that the Bush Fires Board has appointed Mr. P. Ferguson, under the provisions of the Bush Fires Act and the Regulations made thereunder, to issue permits for the purpose of burning clover in the Toodyay Road District.

A. SUTHERLAND,  
Secretary,  
Bush Fires Board.

## BUSH FIRES ACT, 1954.

Appointment of Bush Fire Control Officers.

Bush Fires Board,  
Perth, 30th October, 1957.

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

Toodyay: P. Ferguson.  
Irwin: C. B. Barrett.  
Murray: C. Langley.  
Albany: G. A. Smith.

The following appointment has been cancelled:—

Bruce Rock: T. J. Woods.

A. SUTHERLAND,  
Secretary,  
Bush Fires Board.

## BUSH FIRES ACT, 1954.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
Perth, 30th October, 1957.

Corres. No. 617/56.

IT is hereby notified for general information that the Hon. Minister for Lands has been pleased to suspend under the provisions of subsection (3) of Section 17 of the Act, the operation of all declarations prohibiting the burning of the bush so far as the declarations extend to Forest land in that part of Zone 2 comprised in the Toodyay Road District until the 15th November, 1957.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## BUSH FIRES ACT, 1954.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
Perth, 30th October, 1957.

Corres. No. 476/55.

IT is hereby notified for general information, that the Hon. Minister for Lands has approved, pursuant to the powers contained in Section 17 (3) of the Bush Fires Act, 1954, of the suspension until the 15th December, 1957, of the prohibited burning times declared for the Williams Road District, so far as the declaration relates to the land described in the schedule hereto.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## Schedule.

Albany Highway between the 80-mile peg and the 119-mile peg.

Great Southern Highway, between the 100-mile peg and the 108-mile peg.

The Quindanning-Williams Road, between the Williams Townsite and the Quindanning Bridge.

Clayton Road, from Williams Townsite to the eastern corner of Williams Location 1426.

Road No. 2110, from Albany Highway to the northern boundary of Williams Location 11195.

The Williams-Darkan Road, via Josbury and Culbin Sidings.

Tarwonga Dardadine Road, from turnoff at Tarwonga to Meeking Pool Bridge.

Glenfield Road from railway crossing to eastern point of location 318.

All the surveyed roads within the town of Williams.

## BUSH FIRES ACT, 1954.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
Perth, 30th October, 1957.

Corres. No. 91/55.

IT is hereby notified, for general information, that the Hon. Minister for Lands, acting pursuant to the powers contained in Section 17, subsection (3) of the Bush Fires Act, 1954, on the application of the Broomehill Road Board has approved of the suspension, until the 20th December, 1957, of the prohibited burning times declared for the Broomehill Road District, so far as the declaration relates to land contained within the townsite of Broomehill.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

## APPLICATIONS FOR LEASING.

Department of Lands and Surveys,  
Perth, 30th October, 1957.

Corres. No. 763/28.

APPLICATIONS are invited under section 116 of the Land Act, 1933-1956, for leasing Esperance Location 208 for Grazing Purposes for a term of five (5) years at a rental of six pounds (£6) per annum and subject to the condition that no compensation will be payable at the expiration or earlier determination of the lease for improvements effected by the lessee.

Applications, accompanied by a deposit of £4, must be lodged at the Lands Department, Perth, on or before Wednesday, 27th November, 1957.

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

(Plan 423/80, F4.)

F. C. SMITH,  
Under Secretary for Lands.

## WITHDRAWAL.

Department of Lands and Surveys,  
Perth, 30th October, 1957.

Corr. No. 13107/10.

IT is hereby notified for general information that the portion of Williams Location 1593, south of road No. 3949, is hereby withdrawn from leasing. (Plan 385A/40, B2.)

F. C. SMITH,  
Under Secretary for Lands.

## WITHDRAWAL NOTICE.

Udialla A.A. Lots 2, 4, 5, 6, 7, 8 and 9.

Department of Lands and Surveys,  
Perth, 1st November, 1957.

Corres. No. 3767/07. (Plan Udialla A.A.)

IT is hereby notified for general information that Udialla A.A. Lots 2, 4, 5, 6, 7, 8 and 9 have been withdrawn from selection as from date of this notice.

F. C. SMITH,  
Under Secretary for Lands.

## WITHDRAWAL NOTICE.

Nelson Location 11067.

Department of Lands and Surveys,  
Perth, 1st November, 1957.

Corres. No. 2824/57. (Plan 439A/40, C2.)

IT is hereby notified for general information that Nelson Location 11067 has been withdrawn from selection as from date of this notice.

F. C. SMITH,  
Under Secretary for Lands.

## LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1956.

WEDNESDAY, 11th DECEMBER, 1957.

South-West Division—Ninghan District.

Corres. No. 3620/52. (Plan 36/300.)

IT is hereby notified for general information that the undermentioned area will be available for Pastoral Leasing as from Wednesday, 11th December, 1957:—

That area of about 165,000 acres including Ninghan Locations 273, 274, 275, 276, 277, 278, 3224 and 3229 and excluding all reserves, a two-chain reserve along the Emu Proof Fence and any necessary roads and bounded by lines commencing at the north-west corner of Ninghan Location 3255; thence north about 1,180 chains; thence east about 105 chains; thence north about 320 chains; thence east about 1,020 chains; thence south about 1,210 chains; thence south-west about 80 chains; thence south about 20 chains; thence south-west about 60 chains; thence west about 1,040 chains to the starting point.

Subject to the conditions that:—

(1) Lessee to pay rental for the portion of the Emu Proof Fence crossing the lease to the Department of Agriculture at the prescribed date.

(2) Any additional gates required by the lessee in the fence to be constructed at his expense to the specifications and under the supervision of the Department of Agriculture.

F. C. SMITH,  
Under Secretary for Lands.

## LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,  
Perth, 1st November, 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 under Part V. of the Land Act, 1933-1956, as modified by Part VIII.

Peel Estate.— Two miles S.W. of Karnup.

Corr. 2574/56.

Plan 341 D/40 B4.

OPEN WEDNESDAY, 27th NOVEMBER, 1957.

| Lot No. | Area.               | Purchase Money.    | To Ex-Servicemen.   |   | Civilians.   |  |
|---------|---------------------|--------------------|---|---|--|--|
|         |                     |                    | Half-yearly Instalments.  |   | Half-yearly Instalments.                                       |  |
|         |                     |                    | First 5 years<br>Interest only at<br>4½ per cent.<br>per annum. | Balance 35 years<br>Principal and<br>Interest at 4½ per<br>cent. per annum. | First 5 years<br>Interest only at<br>5 per cent.<br>per annum. | Balance 35 years<br>Principal and<br>Interest at 5 per<br>cent. per annum. |
| 877     | a. r. p.<br>57 2 36 | £ s. d.<br>115 9 0 | £ s. d.<br>2 11 11  | £ s. d.<br>3 4 4  | £ s. d.<br>2 17 9  | £ s. d.<br>3 8 6   |

Subject to special conditions which govern selection in this Estate.

Deposit Required £3 17s. 9d.

F. C. SMITH,  
Under Secretary for Lands.

## LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,  
Perth, 1st November, 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, 27th NOVEMBER, 1957.

| Location.                | Area.         | Price per Acre.                       | Plan.           | Corres. No. | Classification File. | Deposit required. |
|--------------------------|---------------|---------------------------------------|-----------------|-------------|----------------------|-------------------|
|                          | a. r. p.      | £ s. d.                               |                 |             |                      | £ s. d.           |
| Esperance 433 (a) ...    | 1000 0 0      | 0 4 9                                 | 402/80 C. 4     | 3666/57     | 3666/57 p. 3         | 2 5 6             |
| Esperance 610 (a) ...    | 1000 0 0      | 0 4 9                                 | 402/80 C. 4     | 3666/57     | 3666/57 p. 4         | 2 5 6             |
| Kojonup 9020 (a) ...     | 2425 1 30     | 0 11 9                                | 417/80 F. 2 & 3 | 157/54      | ...                  | 3 0 0             |
| Plantagenet 5702 (b) (c) | abt. 1040 0 0 | 0 12 0                                | 451A/40 B.C. 1  | 6619/51     | ...                  | 15 0 0            |
| Roe 265 (d) ...          | 3359 3 2      | (ex Survey fee)<br>Subject to pricing | 6/80 B. 4       | 4417/48     | ...                  | 3 7 6             |
| Victoria 10096 (a) ...   | 1592 2 16     | 0 6 3                                 | 95/80 A. 4      | 1606/57     | ...                  | 2 12 6            |
| Williams 14209 (a) ...   | 251 2 16      | 0 7 9                                 | 408/80 D. 2     | 5038/50     | 1842/37 p. 8         | 1 14 0            |
| Yilgarn 1086 (e) (f)     | 3008 2 19     | 0 3 0                                 | 36/80 C. 3      | 1769/54     | 3127/27 p. 10        | 3 7 6             |
| Yilgarn 1274 (a) (f)     | 1392 1 32     | 0 3 6                                 | 36/80 C. 1      | 4947/53     | ...                  | 2 10 0            |

(a) Exempt from Road Rates for two years from date of approval of application.

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

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

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

(e) Subject to payment for improvements.

(f) Subject to Mining Conditions.

F. C. SMITH,  
Under Secretary for Lands.

## ROAD DISTRICTS ACT, 1919-1956.

WHEREAS Arthur Wesley James Brookes, Vera May Brookes, Lester John Waldock and Annie Elizabeth Waldock being the owners of land over or along which the undermentioned road, in the GOOMALLING Road District passes, have applied to the Goomalling Road Board to close the said road, which is more particularly described hereunder, that is to say:—

Corr. 4052/56.

G. 381.—The right-of-way along the south-east boundaries of Goomalling Lots 317 to 319 inclusive; from Forrest Street to the eastern corner of lot 319. (Plan Goomalling Townsite.)

WHEREAS Suburban Development Company Proprietary Limited, being the owner of land over or along which the undermentioned road, in the MELVILLE Road District passes, has applied to the Melville Road Board to close the said road, which is more particularly described hereunder, that is to say:—

Corres. 3808/55.

M. 565. That portion of road No. 11345 (Hislop Road) bounded by lines commencing at the south corner of lot 1 of Swan Location 73 (L.T.O. Plan 6544) and extending 70 deg. 54 min. 42.4 links; 18 deg. 37 min. 2 chains 72.1 links; 75 deg. 36 min. 1 chain 33 links; 345 deg. 44 min. 96 links; 123 deg.

11 min. 1 chain 5 links; 158 deg. 5 min. 73.5 links; 232 deg. 36 min. 1 chain 4.3 links; 225 deg. 30 min. 9.5 links; 255 deg. 36 min. 55.3 links; 198 deg. 37 min. 61.3 links; 225 deg. 30 min. 56.5 links; 218 deg. 11 min. 1 chain 25.6 links; 260 deg. 41 min. 44.2 links and 303 deg. 11 min. 27.6 links to the starting point. (Lands and Surveys Diagram 63836.) (Plan 1D/20 S.W.)

WHEREAS Kenneth Harold Drage and Albert Roy Drage, being the owners of land over or along which the undermentioned road, in the PLANTAGENET Road District passes, have applied to the Plantagenet Road Board to close the said road, which is more particularly described hereunder, that is to say:—

Corr. 2736/57.

P. 448. (a) The surveyed road along part of the north-east boundary of Hay Location 1814; from a south-west corner of location 1815 to the three chain road extending through the said locations.

(b) The unsurveyed road along the eastern boundary of location 783 and extending northwards to the southern boundary of location 1814. (Plan 452/80, E1.)

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

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

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

It is hereby notified that the said Roads are closed.

Dated this 30th day of October, 1957.

F. C. SMITH,  
Under Secretary for Lands.

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

##### Closure of Road.

WE, Alessandro Audino, Giuseppe Maiolo and Filippo Mariano Torrisi, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Balingup Road Board to close the said portion of road, viz.:—

Balingup.

Corr. 2830/56.

B. 578. (a) The surveyed road along the southern boundary of Kirup Lot 50.

(b) The surveyed road along the northern boundary of Kirup Lot 51.

(c) The whole of Brazier Street along the western boundaries of Kirup Lots 37, 19 and 20; from Capel Street (road No. 1254) to Baxter Street (excluding the intersecting portion of Lukis Street).

(d) The unsurveyed road along the northern and western boundaries of Kirup Lot 79 (reserve 22844) and the western boundaries of lots 76 and 77.

(Plan Kirup Townsite.)

M. TORRISI,  
G. MAIOLO,  
A. AUDINO.

I, Walter Thomas Wringe, on behalf of the Balingup Road Board, hereby assent to the above application to close the road therein described.

W. WRINGE,  
Chairman Balingup Road Board.  
16th October, 1957.

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

##### Closure of Road.

WE, Albert John Gould, Claude William Gould, Alfred Thomas Husbands, James William Mitchell, Robert Olivier, Elsie Adelaide Suckling and William Suckling, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Northampton Road Board to close the said portion of road, viz.:—

Northampton.

Corr. 6016/03.

N. 343. (a) That portion of road No. 7778 along part of the western boundaries of Victoria Locations 2522 and 2765; from a point one chain southward of the south-east corner of location 2679 to Johnson Road (road No. 1751).

(b) The surveyed road along part of the western boundary of location 2522; from the south-west corner of the location to the south-east corner of location 2423. (Plan 160D/40, B3 and 4.)

WM. SUCKLING.  
ELSIE A. SUCKLING.  
J. W. MITCHELL.  
A. T. HUSBANDS.  
A. J. GOULD.  
C. W. GOULD.  
R. OLIVIER.

I, Archibald Clarence Henville, on behalf of the Northampton Road Board, hereby assent to the above application to close the road therein described.

A. C. HENVILLE,  
Acting Chairman,  
Northampton Road Board.  
18th October, 1957.

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

##### Closure of Road.

WE, Robert Henry Hasleby, Jesse William Morris and Horace Bridgman Smith, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Northampton Road Board to close the said portion of road, viz.:—

Northampton.

Corr. 4545/54.

N. 342. (a) The surveyed road through Victoria Location 6621 and along the south-western boundary of location 9484; from the north-east corner of location 5662 to road No. 10837 at the south-west corner of location 6194.

(b) The surveyed road through location 9484, and along part of the south-east boundary of location 8825; from the road described in paragraph (a) to the western boundary of reserve 14830. (Plan 160D/40, BC3.)

J. W. MORRIS.  
R. HASLEBY.  
H. B. SMITH.

I, Fredk. A. Porter, on behalf of the Northampton Road Board, hereby assent to the above application to close the road therein described.

F. A. PORTER,  
Chairman,  
Northampton Road Board.

16th July, 1957.

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

Department of Lands and Surveys,  
Perth, 30th October, 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 a new road, that is to say:—

Marble Bar and Nullagine.

Corres. No. 1970/21.

No. 10217 (Extension). A strip of land, one chain wide, leaving the present road at Meentheena Homestead, and extending south-easterly and southwards to join road No. 3437 at Eastern Creek. (Plans 109, 108, 98 and 99/300.)

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

By order of His Excellency the Governor,

E. K. HOAR,  
Minister for Lands.

#### TOWN PLANNING AND DEVELOPMENT ACT, 1928-1956.

Belmont Park Road Board.

Town Planning Scheme.

T.P.B. 854/2/15/1, Vol. 6.

IT is hereby notified, for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1956, that the Hon. Minister for Town Planning approved of the undermentioned Town Planning Scheme for the Belmont Park Road District on the 30th day of October, 1957.

J. A. HEPBURN,  
Chairman, Town Planning Board.

Town Planning and Development Act, 1928-1956.

Belmont Park Town Planning Scheme No. 4  
(amended).

A.—Preliminary.

1. The Belmont Park Town Planning Scheme, published in the *Government Gazette* on the 3rd day of October, 1952, including all amendments to



that scheme since that date, is hereby revoked, and the text and schedules herein, together with Scheme Plans No. 1 and No. 3, approved and endorsed by the Honourable Minister for Town Planning on the 30th day of October, 1957, are substituted therefor.

2. In this scheme, unless the context otherwise indicates, the following terms shall have the meanings set against them respectively:—

“Industry” includes—

- (a) each of the following operations—
- (i) any manufacturing process carried on for gain whether or not such process results in the production of a finished article;
  - (ii) the breaking up, dismantling of any goods or any article for trade, sale or gain, or ancillary to any business;
  - (iii) the winning of sand, gravel, clay, turf, soil, rock, stone and similar substances;
  - (iv) repairing, laundering and servicing of articles including vehicles, machinery and buildings, but not including on site work on buildings;
  - (v) any operation connected with the installation of equipment and services, and the extermination of pests other than on site work on buildings, works or land; and
- (b) when carried on on land upon which any of the above operations are carried on—
- (i) the storage of goods used in connection with any of the above operations;
  - (ii) the provision of amenities for persons engaged in such operations;
  - (iii) the sale of goods resulting from such operations;
  - (iv) any work of administration or accounting in connection with the undertaking.

“Light industry” means an industry in which the processes do not harm the adjoining locality by reason of noise, vibration, smoke, smell, fumes, vapour or steam, dust or grit, oil, waste water or waste products and in which the machinery used is powered by electricity.

“Offensive trade” means and includes any of the trades specified in the Second Schedule to the Health Act, 1911-1954, and any other trade or trades declared to be offensive under the provisions of the Health Act, 1911-1954, by a proclamation of the Governor published in the *Government Gazette* of Western Australia.

“The Plan” means Plan No. 3.

## B.—Zoning.

### 1.—Industry.

#### Light Industrial Zone.

Those parts of the Belmont Park Road District which are specified in the First Schedule hereto are hereby classified as light industrial zones, and are shown edged and hatched purple on Plan.

Uses.—No person shall use any land or erect or use any building or structure in a light industrial zone except for one or more of the following purposes:—

- (a) A light industry.
- (b) A lock-up shop upon the premises of or adjoining a factory used primarily to provide meals and refreshments for the employees of the factory.
- (c) A factory showroom or office upon the premises of or adjoining the factory.
- (d) A warehouse or storeroom.
- (e) A service station.

#### General Industrial Zone.

Area.—Those portions of the Belmont Park Road District which are specified in the Second Schedule hereto, are hereby classified as general industrial zones and are shown coloured purple on Plan.

Uses.—No person shall use any land or erect or use any building or structure in a general industrial zone except for one or more of the following purposes:—

- (a) An industry.
- (b) A light industry.
- (c) A lock-up shop upon the premises of or adjoining a factory used primarily to provide meals and refreshments for the employees of the factory.
- (d) A factory showroom or office upon the premises of or adjoining the factory.
- (e) A service station.

#### Industrial Zone Provisions.

(a) No person shall stack or place any fuel or raw materials or products or by-products or wastes of manufacture in a light industrial zone or general industrial zone nearer to a road or street than 30 feet or in the case of the Great Eastern Highway nearer to the gazetted building line than 30 feet.

(b) No person shall in a light industrial zone or a general industrial zone use the land between the building line and the road or street for any purpose other than a means of access, for parking of vehicles, for loading or unloading vehicles, or for lawns, gardens or trade display.

(c) Facades.—No person shall erect or cause to be erected a building, other than a residence, in a light industrial zone or a general industrial zone unless the facade of the building be constructed of brick, stone or concrete, or in the case of frame buildings, with corrugated asbestos or aluminium cladding to a design to be approved by the Board, and all industrial or light industrial establishments fronting the Great Eastern Highway shall have a showroom or office frontage in accordance with the building by-laws of the Board for the time being in force.

(d) Within a light industrial zone or a general industrial zone, a residence on land forming part of or adjoining a factory occupied by a caretaker or an employee of the factory and set aside for the exclusive use of the occupants may be allowed by resolution of the Board where it is established that such residence is necessary to the proper operation of the industry, but not more than one such residence for each factory.

(e) All machinery or industrial operations within a light industrial zone shall be driven or powered by electric current only and in a general industrial zone by electric current or smokeless fuel only.

### 2.—Residential Zone.

Area.—All land within the Belmont Park Road District which is not included within the light industrial, general industrial, business, rural or stable zones, and which is not set aside as a reserve for recreation or other public purposes.

Uses.—No person shall use any land or erect or use any building or structure in a residential zone except for one or more of the following purposes:—

- (a) A dwelling house.
- (b) A duplex house.
- (c) A doctor's or dentist's surgery attached to a residence.
- (d) A school or kindergarten.
- (e) A church.
- (f) A church hall.
- (g) An hostel.
- (h) A boarding or lodging house.
- (i) An athletic or social club.
- (j) A private hospital or convalescent home.
- (k) A public hall.
- (l) A road board building.
- (m) A library.

Subject to the health and building by-laws of the Board for the time being in force, provided that land of not less than three acres in area in

the one ownership may, with the special approval of the Road Board, be used for agriculture, horticulture and/or the keeping of poultry.

#### Residential Zone Provisions.

(a) Churches, public buildings and other institutional buildings as listed in (d) to (m) inclusive, while permitted in a residential zone, require in addition the special approval of the Board before erection.

(b) No lot in the residential zone shall be built on to cover more than one-half of the area of such lot.

#### 3.—Business Zone.

Area.—Those portions of the Belmont Park Road District which are specified in the Third Schedule hereto are hereby classified as business zones and are shown coloured blue on the Plan.

Uses.—No person shall use any land or any building or structure in a business zone except for one or more of the following purposes:—

- (a) A shop or showroom for the conduct of retail business.
- (b) A combined shop and dwelling.
- (c) An office.
- (d) A bank.
- (e) An hotel.
- (f) A club.
- (g) A theatre or cinema.
- (h) A public hall or dance hall.
- (i) A fire station.
- (j) A police station.
- (k) A workroom or workrooms or storeroom or storerooms connected with a retail business in which not more than one-half of the total floor area of such business is used as a workroom or workrooms or storeroom or storerooms.
- (l) A service station or a filling station.
- (m) A doctor's or a dentist's surgery.

#### Business Zone Provisions.

(a) No dwelling is permitted in the business zone except in conjunction with a shop or business and provided that the shop or business is constructed at the same time or prior to the dwelling.

(b) The minimum area for subdivisions of land within the business zone shall be 2,000 square feet with provisions for frontage of not less than 20 feet and a right-of-way at the rear of such allotments of not less than 16 feet 6 inches in width having access to a public road at each end or at one end with provision of adequate turning space at the other.

(c) Within a business zone the building line for any building or structure shall be 20 feet from the alignment of the road or street on which such land abuts, except in the case of the Great Eastern Highway, where the building line shall be 30 feet from the gazetted building line for road widening.

Where a building has a frontage to two streets the building line in the side street shall be 10 feet from the alignment of the road.

If at the time of gazettal of this Scheme buildings have been erected on the lots adjoining a lot of land on both sides at a distance nearer to the street than the building line, then the Board may permit a building to be erected on such lot of land at a distance not nearer to the street than the foremost of the existing buildings.

#### 4.—Rural Zone.

Area.—Those portions of the Belmont Park Road District which are specified in the Fourth Schedule hereto are hereby classified as rural zones and are shown coloured yellow on the Plan.

Uses.—No person shall use any land or any building or structure in a rural zone except for one or more of the following purposes:—

- (a) Any use permitted in a residential zone.
- (b) Agriculture, horticulture, forestry and the keeping of poultry and livestock.
- (c) With the special approval of the Road Board an offensive trade may be permitted in a rural zone.

#### 5.—Stable Zone.

Area.—Those portions of the Belmont Park Road District which are specified in the Fifth Schedule hereto are hereby classified as stable zones and are shown edged and hatched yellow on the Plan.

Uses.—No person shall use any land or any building or structure in a stable zone except for one or more of the following purposes:—

- (a) Any use permitted in a residential zone.
- (b) The stabling of horses.

#### C.—Existing Uses.

If at the date of approval of this Scheme in the *Government Gazette* any land, building or structure is being lawfully used for a purpose or built on in a manner not permitted by this Scheme, such land, building or structure may continue to be used for that purpose or in that manner, but no such building or structure shall be added to or altered unless special permission to do so is granted by the Belmont Park Road Board.

If at the date of approval of this Scheme in the *Government Gazette* any land, building or structure is being used for a purpose or built on in a manner not permitted by this Scheme, and such use or purpose is afterwards discontinued or changed or the buildings removed so that it conforms with this Scheme, no person shall thereafter use such land, building or structure for any purpose or in any manner not permitted by this Scheme.

If any building or structure is at the date of the publication of this Scheme in the *Government Gazette* being used for a purpose or constructed in a manner not permitted by this Scheme and is subsequently destroyed or damaged by fire or otherwise to the extent of more than seventy-five (75) per cent. of its value, it shall not thereafter be repaired, rebuilt, altered or added to for the purpose of being used for any purpose not permitted by this Scheme, or in a manner not permitted by this Scheme, unless special permission to do so is granted by the Belmont Park Road Board.

#### D.—General Provisions.

1. (a) No land shall be built on until it is drained and provision made for the disposal of roof water or household or trade wastes, as the case may be, to the satisfaction of the Road Board.

(b) No lot shall be built on where such land is below the level of the centre line of constructed roadway bounding or fronting such land, or where no road is constructed, below the level fixed by the Board's Engineer as the future level of the road, unless the land is built up to the level approved by the Board's Building Surveyor.

2. The minimum area of a lot on which a dwelling or a shop and attached dwelling may be erected is 6,000 square feet. On any given lot a second dwelling may not be erected until such time as a subdivision has been approved by the Town Planning Board so that each dwelling shall stand on a separate lot.

#### E.—Administration.

1. The authority responsible for administering this Scheme and enforcing its observance is the Belmont Park Road Board.

2. The area to which the Scheme applies is the area of the Belmont Park Road District as existing at the date of approval of this Scheme or as amended from time to time.

#### First Schedule.

##### (Light Industrial Zone.)

All lands edged and hatched purple on Plan as follows:—

All the land comprised in the area starting at the intersection of Ivy Street and Redcliffe Road; thence running south-west along the western side of Redcliffe Road to Fauntleroy Avenue, across Fauntleroy Avenue and continuation of the prolongation of the western side of Redcliffe Road to the southern boundary of lot 32 (L.T.O. Plan 1792); thence westerly along the southern boundary of lot 32 to its south-west corner; thence gener-

ally northerly along the western boundaries of lots 30-32 inclusive to the south-west corner of lot 29; thence westerly along the southern boundary of lot 74 (L.T.O. Plan 1792) to its point of intersection with the Great Eastern Highway; thence northerly along the eastern side of Great Eastern Highway to the north-west corner of reserve No. 22857; thence generally northerly on the prolongation of this line to the intersection of the northern side of Fauntleroy Avenue and Great Eastern Highway; thence generally westerly across Great Eastern Highway to the south-east corner of lot 128 (L.T.O. Plan 1792); thence westerly along the northern side of Fauntleroy Avenue to the south-west corner of lot 128; thence generally northerly along the western boundaries of lots 109-128 inclusive, to the north-west corner of lot 109; thence generally easterly along the southern side of Ivy Street to the north-east corner of lot 109; thence generally easterly along the prolongation of this line, across Great Eastern Highway, to the north-west corner of lot 96; thence generally easterly along the southern side of Ivy Street to the point of origin.

All that land comprised in the area starting at the intersection of Hehir Street and Wheeler Street being the eastern corner of part lot 3 (L.T.O. Diagram 14823) bounded by a line running south-west along the western side of Wheeler Street to the south-east corner of lot 106 (L.T.O. Diagram 1896); thence generally north-west along the northern side of Abernethy Road across Peet Street to the south-east corner of lot 2 (L.T.O. Diagram 14823); thence generally westerly across Abernethy Road to the eastern corner of lot 27; thence generally southerly along the western side of Cleaver Terrace to the eastern corner of lot 23 (L.T.O. Plan 4971); thence generally southerly across Cleaver Terrace to the northern corner of lot 20 (L.T.O. Plan 1135); thence generally south-east along the southern side of Robinson Avenue to its point of intersection with the western side of Francisco Street; thence generally south-west along the western side of Francisco Street to its point of intersection with the northern side of Knutsford Avenue; thence generally north-west along the northern side of Knutsford Avenue to its point of intersection with the eastern side of Cleaver Terrace; thence generally north-east along the eastern side of Cleaver Terrace to a point in prolongation with the northern boundary of lot 40 (L.T.O. Plan 2094); thence generally north-west across Cleaver Terrace on this line of prolongation along the northern boundary of the said lot 40 and the northern boundary of lot 21 (L.T.O. Plan 2094) and along a line of prolongation of this boundary crossing Salisbury Street to the eastern corner of lot 11 (of L.T.O. Plan 2094); thence continuing along this line of prolongation to the southern corner of lot 1 (of L.T.O. Diagram 11827); thence generally north-east along the southern boundaries of lots 1 and 2 (L.T.O. Diagram 11827) to the eastern corner of the said lot 2; thence generally north-west along the eastern boundary of the said lot 2 to its point of intersection with the eastern side of Great Eastern Highway; thence generally north-east along the eastern side of Great Eastern Highway to the southern boundary of Electricity Department's sub-station on lot 3 being part of lot 7 on C/T 432/7; thence generally north-east along the eastern side of Great Eastern Highway to the point of intersection with the western boundary of Belmont Avenue; thence generally south-east along the southern boundary of Belmont Avenue to a point in prolongation with the eastern boundaries of lots 7-10 inclusive (of L.T.O. Plan 4971); thence generally north-east along the eastern boundary of these lots to the eastern corner of lot 7; thence generally north along a line parallel to, and  $2\frac{1}{2}$  chains away from, the eastern boundary of Great Eastern Highway to point of intersection with Abernethy Road; thence generally north-west along the southern side of Abernethy Road to its point of intersection with the eastern side of Great Eastern Highway; thence generally north along the eastern side of Great Eastern Highway to the northern corner of L.T.O. Diagram 10149; thence generally south-east along the eastern boundary of this diagram and its line of prolongation along the eastern boundary of lot 130 to the point of intersection with the western side of Barker Street;

thence generally south-east along this line of prolongation across Barker Street to its eastern side, then generally north-east along the eastern side of Barker Street to the point of intersection with Hehir Street; thence generally south-east from the western side of Hehir Street to the point of origin.

All that portion of land bounded by lines starting at a point on Stoneham Street situate at the south-eastern corner of part of lot 197 (L.T.O. Plan 2633) of Swan Location 33, thence northerly along boundaries of that lot and lots 236 and 237 to the eastern corner of lot 12 (L.T.O. Diagram 1056); thence north-westerly along the south-western side of Grandstand Street to the northern corner of lot 6 (L.T.O. Diagram 21114); thence south-westerly, north-westerly, westerly and southerly along boundaries of lots 6, 5 and 4 to 1, to the northern side of Harold Street; thence south-easterly crossing Harold Street to the northern corner of lot 63 (L.T.O. Diagram 1615); thence south-westerly and south-easterly along boundaries of that lot and onwards to the south-eastern side of Golf Street; thence south-westerly along that side to the western corner of lot 207 (L.T.O. Plan 2635); thence south-easterly along the north-eastern side of Green Street to the southern corner of lot 216; thence north-easterly along the north-western side of Northey Street and onwards to the north-eastern side of Daly Street and thence south-easterly and easterly along that side to the starting point.

All that portion of land bounded by lines starting at a point on Daly Street situate at the western corner of lot 51 (L.T.O. Diagram 1384) of Swan Location 33; thence north-easterly along the north-western boundary of that lot to the southern corner of lot 251 (L.T.O. Diagram 8213); thence north-westerly and north-easterly along boundaries of that lot to the south-western side of Hardey Road; thence north-westerly along that side and onwards, crossing the Great Eastern Highway and again onwards along the south-western side of Hardey Road to the northern corner of the land comprised in C/T 756/68 (L.T.O. Diagram 4905); thence south-westerly along the north-western boundary of that parcel of land and onwards to the north-eastern boundary of the land comprised in C/T 634/47; thence north-westerly, south-westerly and south-easterly along boundaries of that parcel of land to the northern corner of lot 21; thence south-westerly along the north-western boundary of that lot to the north-eastern side of Grandstand Street; thence crossing said street in a general south-westerly direction to the eastern corner of lot 10 (L.T.O. Diagram 17872); thence south-westerly and southerly along boundaries of that lot and lot 5 to the north-eastern side of Daly Street and thence south-easterly along that side to the starting point.

All that land comprised in lot 1106 of L.T.O. Plan 3490 and all land subject of L.T.O. Diagram 16903.

#### Second Schedule.

##### (General Industrial Zone.)

All lands coloured purple on Plan as follows:—

All that portion of land bounded by lines starting at a point on Fisher Street, situated at the northern corner of lot 263 of Swan Location 33 (L.T.O. Plan 3245), and thence south-easterly along the south-west side of Fisher Street to its junction with Alexander Street; thence south-westerly along the north-west side of that street to its junction with Belmont Avenue; thence north-westerly along the north-east side of that street to its junction with Esther Street; thence south-westerly along the south-east side of that street to its junction with Knutsford Street; thence north-westerly along the north-east side of that street to its junction with Francisco Street; thence north-easterly along the south-eastern side of that street to its junction with the north-east side of Robinson Avenue; thence north-westerly along that side of its junction with the south-east side of Cleaver Terrace; thence north-easterly along that side of its junction with the south-western side of Abernethy Road; thence south-easterly along that side to a point in prolongation with the eastern side of Wheeler Street, thence generally north-east along the eastern side of Wheeler Street to the western corner of lot 116

(of L.T.O. Plan 2634); thence generally south-easterly along the southern boundary of lot 116 and lot 124 (of L.T.O. Plan 2634) across Fairbrother Street to the point of origin.

All that portion of land bounded by lines starting at the western corner of lot 1371, Klem Avenue, on L.T.O. Diagram 14210, thence south-easterly along Epsom Avenue to the junction of the proposed Beechboro-Gosnells controlled access highway as shown on Plan M.R.D. W.A. 2500, dated 25/5/56, thence in a northerly and north-westerly direction along the western boundary of that highway to Orpington Street; thence north-westerly and westerly along the proposed diversion of Klem Avenue as shown on Plan M.R.D. W.A. 2500 to its junction with Grand Parade; thence along the north and north-western boundaries of lot 1371 to the starting point.

Third Schedule.  
(Business Zone.)

All lands in the areas coloured blue on Plan as follows:—

The whole of the land comprised in lot 267 on deposited Plan 5728, lots 268 to 270 (inclusive) on deposited Plan 5728, lot 303 to 308 (inclusive) and lots 344 to 346 (inclusive) on deposited Plan 5728, Swan Location 34.

The whole of the land comprised in lots 280, 290 to 293 (inclusive) on deposited Plan 6403, lots 1 to 6 (inclusive) on deposited Plan 6403, lots 103 to 110 (inclusive) on Plan 1949, Swan Location 34.

Portion of lots 1166 and 1167 on deposited Plan 3490, Canning Location 2, having a frontage of 500.2 links to Alexander Road and a depth of 200 links.

The whole of the land comprised in lots 1337 to 1340 (inclusive) on deposited Plan 3490, Canning Location 2.

The whole of the land comprised in lots 1, 2, 3 and 6 on Diagram 8485 and lot 1 on Plan 2094, Swan Location 34 and lots 138 and 139 on Plan 2639.

The whole of the land comprised in lot 17 on Diagram 19725 and part of lot 59 on deposited Plan 1132, Swan Location 34, having a frontage of 199.9 links to Acton Avenue, and a depth of 212.8 links.

Portion of lot 3 on Diagram 15176, Swan Location 34, having a frontage of 300 links to Belmont Avenue by a depth of 200 links.

The whole of the land comprised in lot 44 on Diagram 18982, lots 27 to 29 (inclusive) on Diagram 18400, lots 31 to 33 (inclusive) on Diagram 18983, Swan Location 33.

The whole of the land comprised in part lot 13 on Diagram 1054, part lot 17 on Diagram 16274, part lot 317 on Plan 3245, Swan Location 33, Certificate of Title Vol. 1171, folio 500.

The whole of the land comprised in lots 1 and 2 on Diagram 5298, and the land having a frontage of 163.7 links to Belgravia Street on Diagram 13012, Swan Location 33.

The whole of the land comprised in lots 14, 15 and 41 on Plan 6470, Swan Location 5226.

The whole of the land comprised in lots 125 to 129 (inclusive) on Plan 6521, lots 88, 91, 92, 95 and 96 on Diagram 17427, lots 36 to 40 on Diagram 18638, lots 30 and 33 on Diagram 16374, Swan Location 32.

The whole of the land comprised in lots 16 to 22 (inclusive) and 42 and 43 on Plan 6257, lots 82 and 83 on Plan 6306, Swan Location 31.

The whole of the land comprised in lots 80 to 87 (inclusive) of Plan 2412 and lot 1 on Plan 5283, Swan Location 31.

The whole of the land comprised in lots 557 to 560 (inclusive) on Plan 5047, Swan Location 30.

The whole of the land comprised in lots 93 to 97 (inclusive) and lots 128 to 130 (inclusive) on Plan 2911, lots 1 and 2 on Diagram 9502, Swan Location 29.

All that land comprised in lot 2 Diagram 19369 (facing the Esplanade between Forbes and Ford Streets).

All that land comprised in lots 28 to 32 (inclusive) on Plan 2294 (facing Great Eastern Highway between Hargreaves Street and Daly Street).

Fourth Schedule.  
(Rural Zone.)

All lands coloured yellow on Plan as follows:—

All that portion of land bounded by lines starting at a point on the Road District Boundary situate in Orrong Road at the western corner of lot 248 (L.T.O. Plan 3902) of Canning Location 2, in Kew Street and thence north-easterly along the south-eastern side of Kew Street and onwards to the north-eastern side of Keymer Street thence north-westerly along that side to its junction with the south-eastern side of Violet Street, thence north-easterly along that side and onwards to the north-eastern side of the junction of the proposed Beechboro-Gosnells controlled access Highway and Epsom Avenue as shown on Plan M.R.D. W.A. 2500 dated 25/5/56, thence north and north-westerly along the eastern boundary of the said Highway to Orpington Street, thence north-easterly along that side to the south-western side of Kanowna Avenue; thence south-easterly along that side to the northern side of Maida Vale Road; thence easterly along that side to a point in prolongation south-westerly of the north-western boundary of lot 840 (L.T.O. Plan 3709). Thence north-easterly to and along that boundary and onwards along the south-eastern boundary of the Guildford Airport to the north-easternmost boundary of the Road District and thence generally south-easterly, south-westerly and north-westerly along that boundary to the starting point.

Fifth Schedule.  
(Stable Zone.)

All the lands in the area bordered and hatched in yellow on Plan as follows:—

All that portion of land bounded by lines starting at a point on Fauntleroy Avenue situate at the eastern corner of lot 176 (L.T.O. Plan 1792) Swan Location 28, thence generally north-westerly along the south-western side of that street to the northern corner of lot 343 (L.T.O. Plan 1792) thence south-westerly along Edward Street to the western corner of lot 302 (L.T.O. Plan 1792); thence north-westerly to and along part of the south-western boundary of lot 303 to the east side of the Esplanade thence southerly and generally south-westerly along that side to the western side of Ford Street; thence northerly along that side to the Swan River foreshore; thence generally westerly along that foreshore to the eastern side of Nisbet Street; thence southerly along that side to a point in prolongation easterly of the southern side of Ascot Terrace; thence westerly to and along that side and onwards to the western side of Epsom Avenue; thence northerly along that side to the River foreshore; thence generally westerly along that foreshore to the western corner of Swan Location 823 L.T.O. Diagram 4244; thence generally southerly and south-easterly along boundaries of that location and onwards along the north-eastern side of Grandstand Street to the western corner of lot 21 of Swan Location 33 (L.T.O. Diagram 10506); thence north-easterly along the north-western boundary of that lot to the south-western boundary of the land comprised in C/T 634/47; thence north-westerly, north-easterly and south-easterly along boundaries of that parcel of land to a point in prolongation south-westerly of the north-western boundary of that portion of land comprised in C/T 756/68; thence north-easterly to and along that boundary to the south-western side of Hardey

Road; thence north-westerly crossing Hardey Road to the western corner of Location 5181 (Police Station Reserve); thence north-easterly and south-easterly along boundaries of that location to the southern corner of lot 16 of Swan Location 32; thence north-easterly along the south-eastern boundary of that lot to the south-western side of Carbine Street; thence north-easterly crossing Carbine Street to the southern corner of lot 36; thence north-easterly along the south-eastern boundaries of lots 36 and 42 to the south-western side of Kalgoorlie Street; thence north-easterly crossing Kalgoorlie Street to the southern corner of lot 62; thence north-easterly along the south-eastern boundaries of lots 62 and 68 to the south-western side of Keymer Street; thence north-easterly, crossing Keymer Street, to the southern corner of lot 88; thence north-easterly along the south-eastern boundaries of lots 88 and 94 to the south-western side of Aurum Street; thence north-easterly crossing Aurum Street to the southern corner of lot 117 of Swan Location 31; thence north-easterly along the south-eastern boundaries of lots 117 and 123 to the south-western side of Leake Street; thence north-easterly, crossing Leake Street to the southern corner of lot 147; thence north-easterly along the south-eastern boundaries of lots 147 and 153 to the south-western side of Epsom Avenue; thence north-easterly, crossing Epsom Avenue to the southern corner of lot 86; thence north-easterly along the south-eastern boundaries of lots 86 and 76 to the south-western side of Moreing Street; thence north-easterly crossing Moreing Street to the western corner of lot 105 and again north-easterly along the north-western boundaries of lots 105 to 108 to the south-western side of lot 263 of Swan Location 30 thence south-easterly, north-easterly and north-westerly along boundaries of that lot to the south-eastern boundary of lot 200; thence north-easterly along that boundary to Lyall Street, thence north-easterly crossing Lyall Street to the western corner of lot 130; thence north-easterly along the north-western boundaries of lots 130 to 132 (inclusive) and lot 6 to that lots northern corner; thence south-easterly along part of the north-eastern boundary of lot 6 to the western corner of lot 143; thence north-easterly along the north-western boundaries of lots 143 to 150 to the south-western side of Davis Street; thence easterly crossing Davis Street to the southern corner of lot 3; thence north-easterly and north-westerly along boundaries of that lot and onwards along the north-eastern boundary of lot 1 and again onwards, crossing Mathieson Road to that road's north-western side; thence north-easterly along that side to the north-eastern side of Kanowna Avenue; thence north-westerly along that side to the southern corner of lot 350 (L.T.O. Diagram 12183) of Swan Location 29; thence north-easterly along the south-eastern boundary of that lot and onwards to the western corner of lot 312; thence south-easterly along the south-western boundary of that lot and onwards, south-easterly and north-easterly along boundaries of lot 311 to the south-western side of Boulder Avenue, thence north-easterly, crossing Boulder Avenue to the southern corner of lot 302; thence north-easterly along the south-eastern boundary of that lot and onwards to and along the south-eastern boundary of lot 246 to the south-western side of Central Avenue; thence north-easterly crossing Central Avenue to the southern corner of lot 237; thence north-easterly along the south-eastern boundary of that lot and onwards to and along the south-eastern boundary of lot 163 to the south-western side of Bulong Avenue, thence north-easterly crossing Bulong Avenue to the southern corner of lot 154, thence north-easterly along the south-eastern boundary of that lot and onwards to and along the south-eastern boundary of lot 64 to the south-western side of Coolgardie Avenue; thence north-easterly, crossing Coolgardie Avenue to the southern corner of lot 54; thence north-easterly and north-westerly along the boundaries of that lot to the southern corner of lot 153 of Swan Location 28 and thence generally north-easterly along the south-eastern boundaries of lot 153 to 176, crossing Ben Street and Lillian Grove, to the starting point on the south-western side of Fauntleroy Avenue.

Approved by resolution of the Belmont Park Road Board on the 29th day of January, 1957.

(Sgd.) F. D. WILSON, J.P.  
Chairman.

(Sgd.) W. G. KLENK,  
Secretary.

Recommended—

(Sgd.) J. A. HEPBURN,  
Chairman, Town Planning Board.

Approved—

(Sgd.) G. FRASER,  
Minister for Local Government  
and Town Planning.

30th October, 1957.

#### 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.

Collie Inspector of Mines Office—Repairs and Renovations (13306); 5th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Courthouse, Collie, on and after 22nd October, 1957.

Corrigin Hospital — New Nurses' Quarters (13304); 5th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Corrigin, on and after 15th October, 1957.

Mt. Barker New Courthouse, Police Station and Quarters Erection (13310); 12th November, 1957; conditions may be seen at the Contractor's Room, P.W.D., Perth, and Albany, and Police Station, Mt. Barker, on and after 29th October, 1957.

Geraldton Hospital—Additions (13309); 12th November, 1957; conditions may be seen at the Contractor's Room, P.W.D., Perth, and Geraldton, on and after 29th October, 1957.

Yorkrakine School and Quarters—Repairs and Renovations (13312); 19th November, 1957; Conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and at Police Station, Kellerberrin, on and after 5th November, 1957.

Metropolitan Markets—New Workshops (13311); 19th November, 1957; Conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th November, 1957.

Supply and Installation of Time Recorders for New Government Printing Office, Subiaco (13314); 19th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th November, 1957.

Geraldton Beachlands School — Additions (13315); 26th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 12th November, 1957.

Geraldton Public Buildings—New Tiled Roof (13316); 26th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 12th November, 1957.

Katanning High School — Brick Additions (13317); 26th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Courthouse, Katanning, on and after 12th November, 1957.

Kellerberrin Hospital — Extensive Additions (13318); 26th November, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Kellerberrin, on and after 12th November, 1957.

Fremantle Hospital—Additions, 1956—Air Conditioning (13313); 3rd December, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th November, 1957.

Moora Hospital—Extensive Additions (13307); 10th December, 1957; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, and Police Station, Moora, on and after 29th October, 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.

G. COCK,

Acting Under Secretary for Works.  
1st November, 1957.

#### CREATION OF EASEMENT.

Ex. Co. 2002, P.W. 1668/57.

NOTICE is hereby given that His Excellency the Governor has consented, pursuant to the provisions of section 33A of the Public Works Act, 1902-1956, to the creation in favour of the Perth Road Board of easements without dominant tenement for drainage purposes over the land hereinafter described:—

Portion of Perthshire Location Au and being part of lot 46 on L.T.O. Plan 3000 (Certificate of Title Volume 1064, folio 546).

Portion of Perthshire Location Au and being part of lot 46 on L.T.O. Plan 3000 (Certificate of Title Volume 1079, folio 477).

Portion of Perthshire Location Au and being part of lot 2 on L.T.O. Diagram 11075 (Certificate of Title Volume 1071, folio 566).

Portion of Perthshire Location Au and being part of lot 47 on L.T.O. Plan 6234 (Certificate of Title Volume 1138, folio 577).

Portion of Perthshire Location Au and being part of lot 24 on L.T.O. Plan 6234 (Certificate of Title Volume 1138, folio 554).

R. J. BOND,  
Under Secretary for Works.

#### COUNTRY AREAS WATER SUPPLY ACT, 1947-1954.

Making of Rate for Year Ending 30th June, 1958.

NOTICE is hereby given that the Minister for Water Supply, Sewerage and Drainage, acting under the power conferred by the Country Areas Water Supply Act, 1947-1954, has ordered rates to be made and levied for the year ending 30th June, 1958, on all land liable to be rated within the rating zones, as shown in the Schedule attached hereto.

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

R. J. BOND,  
Under Secretary for Water Supply.

#### Schedule.

Rating Zone; Rate in the £ on the Annual Rateable Value of the Rated Land; Minimum Rate.  
Narrogin; 3s.; £1.

#### COUNTRY AREAS WATER SUPPLY ACT, 1947-1954.

Making of Rate for Year Ending 30th September, 1958.

NOTICE is hereby given that the Minister for Water Supply, Sewerage and Drainage, acting under the powers conferred by the Country Areas Water Supply Act, 1947-1954, has ordered rates to be made and levied for the year ending 30th September, 1958, on all land liable to be rated within the rating zone as shown in the Schedule attached hereto.

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

R. J. BOND,  
Under Secretary for Works.

24th October, 1957.

#### Schedule.

Rating Zone; Rate in the £ on the Annual Rateable Value of the Rated Land; Minimum Rate.  
Manjimup; 3s.; £1.

#### COUNTRY TOWNS SEWERAGE.

P.W.W.S. 685/57.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provision of the Country Towns Sewerage Act, 1948-1951.

#### Description of Proposed Works.

##### Country Towns Sewerage.

##### Northam—Reticulation Area No. 2.

(a) Six-inch and four-inch diameter reticulation pipe sewers with manholes and all other apparatus connected therewith.

(b) A brick and tile ejector station and reinforced concrete well, together with a six-inch diameter reinforced concrete rising main and all apparatus connected therewith.

The Locality in Which the Proposed Work will be Constructed.

(a) and (b) Portion of the Municipality of Northam between Stirling Street and Toodyay Road and Kennedy Street and Suburban Road, within the boundaries as described hereunder and as shown shaded on Plan P.W.D., W.A. No. 35840.

The Purpose for Which the Proposed Works are to be Constructed.

(a) and (b) For the disposal of sewage and to connect premises to the main outfall sewer.

The Locality and the Parts Which are to be Drained.

(a) and (b) Commencing at a point in the centre of Stirling Street 150 feet in a south-easterly direction from the centre of the intersection of Stirling Street and Kennedy Street, and proceeding in a south-westerly direction across Stirling Street and continuing through private property parallel to Kennedy Street to a point in the centre of Toodyay Road; thence in a general north-westerly direction along the centre of Toodyay Road to a point opposite the centre of Suburban Road; thence in a general north-easterly direction across Toodyay Road and along the centre of Suburban Road to a point opposite the centre of Stirling Street; thence in a south-easterly direction across Suburban Road and along the centre of Stirling Street to the point of commencement as shown shaded on Plan P.W.D., W.A. No. 35840.

The Times When and Places at Which Plans and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, The Barracks, St. George's Place, Perth, and the office of the Town Clerk, Northam, for one month on and after the 4th day of November, 1957, between the hours of 10 a.m. and 3.30 p.m.

25th October, 1957.

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

WATER SUPPLY, SEWERAGE AND DRAINAGE  
ACT, 1912-1950, and  
LAND DRAINAGE ACT, 1925-1941.

Pinjarra Land Drainage—West Coolup Drainage  
Extension.

P.W.W.S. 781/57.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage, exercising the functions of a drainage board within the Pinjarra Drainage District, to undertake the construction of the works hereinafter described, by virtue of the powers contained under the provisions of the Water Supply, Sewerage and Drainage Act, 1912-1950, and the Land Drainage Act, 1925-1941.

The Description of the Proposed Works.

The construction of Robert Bay Main Drain, and Mealup Main Drain and three subsidiary drains, to provide drainage for 7,000 acres in the West Coolup area of the Pinjarra Drainage District as shown in red on Plan P.W.D., W.A. 35899.

The Times When and the Places at Which the Plans, Descriptions, Books of Reference and Estimates may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, and at the office of the Murray Road Board, Pinjarra, for one month on and after the 4th day of November, 1957, between the hours of 10 a.m. and 3.30 p.m.

Perth, 28th October, 1957.

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

METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.

M.W.S. 194/57.

NOTICE is hereby given, in pursuance of section 71C of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, that the Minister constitutes the existing Victoria Park Metropolitan Main Drain as described hereunder:—

Description.

Victoria Park, Metropolitan Main Drain.

(a) Commencing at Compensating Basin P. 4, comprising lots 149, 150, 151, Jupiter Street, Carlisle, and proceeding in a north-westerly direction along Jupiter Street to Oats Street; thence south-westerly along Oats Street, to and across Rutland Avenue; thence north-westerly along the South-Western Railway Reserve between Oats Street and Mercury Street; thence south-westerly across the said railway reserve, to and along Somerset Street to near a right-of-way between Bank Street and Beatty Avenue; thence north-westerly to a Compensating Basin P. 1 and including a pumping station, comprising lots 796 to 799, inclusive, Beatty Avenue; thence north-easterly to and across a right-of-way at the rear of lot 832 Bank Street, to and through the said lot 832 near its north-western boundary to Bank Street; thence north-westerly along Bank Street to near Compensating Basin P. 2, together with a pumping station, comprising lots 295, 296, Beatty Avenue, and lots 285 to 290, inclusive, Bank Street, and continuing along Bank Street to Mint Street; thence south-westerly along Mint Street to Beatty Avenue; thence north-westerly along Beatty Avenue, to and including Compensating Basin P. 3 and a pumping station, comprising lots 205 to 209, inclusive, Beatty Avenue, and continuing to and across Miller Street, East Victoria Park, and along Sunbury Road, Victoria Park, to Axon Avenue; thence south-westerly along Axon Avenue to Teague Street; thence north-westerly along Teague Street, to and across Duncan Street to Harper Street; thence south-westerly along Harper Street to a point near the eastern corner of Shepperton Road and Harper Street; thence north-westerly across Harper Street to a

point near the northern corner of Shepperton Road and Harper Street; thence in a westerly direction along Shepperton Road, to and across Asquith Street and continuing in a north-westerly direction through State owned land, and across the Great Eastern Highway and terminating at the Swan River.

(b) Also commencing at Compensating Basin P. 5 and including a pumping station, comprising lots 363 to 366, inclusive, Bishopsgate Street; thence north-westerly along a right-of-way between Bishopsgate Street and Raleigh Street to Archer Street; thence South-Westerly along Archer Street to Rutland Avenue and across the South Western Railway property to the junction of Bank and Mint Streets and joining the drain described in (a) above, as shown on Plan M.W.S.S. & D.D. W.A. No. 8132.

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

METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.

M.W.S. 1260/57.

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.

Cottesloe Municipality.

1389/54—Gordon Street, from Boreham Street to southern part of lots 45 and 46—southerly.

Belmont Park Road District.

8426/56—Alexander Street, from Williamson Street to lot 425—south-westerly. Daly Street, from Alexander Street to lot 48—south-easterly. Harman Street, from Alexander Street to Sydenham Street—south-easterly. Keady Street, from Harman Street to Belgravia Street—south-westerly. Sydenham Street, from Belgravia Street to Daly Street—north-easterly. Daly Street, from Sydenham Street to Wright Street—south-easterly. Oswell Street, from Daly Street to Belgravia Street—south-westerly. Wright Street, from lot 494 to lot 343—north-easterly. Keymer Street, from Sydenham Street to Orpington Street—south-easterly. Ashworth Street, from Keymer Street to Epsom Avenue—north-easterly. Finnan Street, from Ashworth Street, to Epsom Avenue—south-easterly and north-easterly. Comino Street, from Ashworth Street to Finnan Street—south-easterly. Casey Street, from Keymer Street to Finnan Street—north-easterly. Jordan Street, from Keymer Street to Hassett Street—south-westerly. Hassett Street, from Jordan Street to Firby Street—south-easterly. Firby Street, from Keymer Street to Hardey Road—south-westerly. Epsom Avenue, from Copeland Drive to Orpington Street—south-easterly. Orpington Street, from Keymer Street to Epsom Avenue—north-easterly.

Melville Road District.

8965/57—The Promenade, from lot 191 to lot 189—southerly.  
8973/57—Olding Way, from lot 438 to lot 436—southerly.

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 1st day of November, 1957.

B. J. CLARKSON,  
Under Secretary.

M.R.D. 129/47.

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

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, 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 Plantagenet District, for the purpose of the following public work, namely, widening Denmark-Normalup Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A., 2308, 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.                           |
|--------------------------|-------------------------------|--|---------------------------------|
| Robert William Plant ... | R. W. Plant ... ..            | Portion of Plantagenet Location 2010 (Certificate of Title Volume 1118, Folio 309) | a. r. p.<br>3 1 11<br>(approx.) |

Dated this 24th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 129/47.

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

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, 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, widening Denmark-Normalup Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A., 2308, 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.                           |
|---------------------------|-------------------------------|---|---------------------------------|
| Michael James Ketley ...  | M. J. Ketley ... ..           | Portion of Hay Location 1586 (Crown Lease 426/1932)                       | a. r. p.<br>0 0 11<br>(approx.) |
| Clarence Henry Saw ... .. | C. H. Saw ... ..              | Portion of Hay Location 723 (Certificate of Title Volume 1023, Folio 124) | 0 1 3<br>(approx.)              |

Dated this 24th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 393/51.

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended 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 Wongoondy District, for the purpose of the following public work, namely, deviating Mingenew-Mullewa Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A., 689, 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.                           |
|---------------------------|-------------------------------|--|---------------------------------|
| Everett Barrett Birch ... | E. B. Birch ... ..            | Portion of Wongoondy Estate Lot 15 (Certificate of Title Volume 1126, Folio 494) | a. r. p.<br>6 1 14<br>(approx.) |

Dated this 24th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.



M.R.D. 723/49.

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Nelson District, for the purpose of the following public work, namely, widenings, Bridgetown-Boyup Brook Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1836, 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.                           |
|--|---------------------------------|--|---------------------------------|
| Clifford Milton Cailes ....                      | C. M. Cailes ....               | Portion of Nelson Location 5291 (Certificate of Title Volume 1071, Folio 273)                | a. r. p.<br>0 0 21<br>(approx.) |
| Frederick Albert Gifford ....                    | F. A. Gifford ....              | Portion of Nelson Location 11281 (Certificate of Title Volume 1110, Folio 703)               | 0 1 23<br>(approx.)             |
| Sydney Walter Letchford ....                     | S. W. Letchford ....            | Portion of Nelson Location 3794 (Certificate of Title Volume 1143, Folio 19)                 | 0 0 33<br>(approx.)             |
| Stanley Benjamin Hester ....                     | S. B. Hester ....               | Portion of Nelson Location 1760 (Certificate of Title Volume 924, Folio 93)                  | 0 3 8<br>(approx.)              |
| Stanley Benjamin Hester ....                     | S. B. Hester ....               | Portion of Nelson Location 2360 (Diagram 25547) (Certificate of Title Volume 982, Folio 177) | 0 1 18<br>(approx.)             |
| John William Stukely and Katherine Irene Stukely | J. W. Stukely and K. I. Stukely | Portion of Nelson Location 2314 (Certificate of Title Volume 1173, Folio 807)                | 0 1 34<br>(approx.)             |

Dated this 29th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 6/51.

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Williams District, for the purpose of the following public work, namely, deviating Lake Grace-Borden-Albany Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2258, 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.             |
|-------------------------|-------------------------------|---|-------------------|
| Eva Agnes Burston ....  | E. A. Burston ....            | Portion of Williams Location 9773 (Certificate of Title Volume 1035, Folio 802) | a. r. p.<br>7 1 4 |
| Eva Agnes Burston ....  | E. A. Burston ....            | Portion of Williams Location 9772 (Certificate of Title Volume 1035, Folio 801) | 4 3 39            |
| Eva Agnes Burston ....  | E. A. Burston ....            | Portion of Williams Location 11944 (Certificate of Title Volume 756, Folio 17)  | 0 2 9.6           |

Dated this 29th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 17/52.

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Swan District, for the purpose of the following public work, namely, widening Midland Junction-Meekatharra Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2628, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

## SCHEDULE.

| Owner or Reputed Owner.    | Occupier or Reputed Occupier. | Description.  | Area.                          |
|----------------------------|-------------------------------|---|--------------------------------|
| John Francis Ferguson .... | J. F. Ferguson ....           | Portion of Swan Location 1023 and being part of Lot 2 on Diagram 8327 (Certificate of Title Volume 1040, Folio 956) | a. r. p.<br>0 0 5<br>(approx.) |

Dated this 29th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 1019/56.

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Avon District, for the purpose of the following public work, namely, widening Burges Siding-Meckering Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2386, 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.                           |
|-------------------------------|-------------------------------|---|---------------------------------|
| William Goldsmith Burges .... | W. G. Burges ....             | Portion of Avon Location C and being part of Lot 2 on Plan 3136 (Certificate of Title Volume 549, Folio 101)                            | a. r. p.<br>0 0 18<br>(approx.) |
| William Goldsmith Burges .... | W. G. Burges ....             | Portion of Avon Location Y3 and being part of the whole of the land comprised on Plan 3326 (Certificate of Title Volume 549, Folio 102) | 0 0 27<br>(approx.)             |

Dated this 29th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 361/48.

*Main Roads Act, 1930-1955 ; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended 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 Serpentine District, for the purpose of the following public work, namely, widening Armadale-Pemberton Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2474, 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.                             |
|--|-------------------------------|---|-----------------------------------|
| Frieda Eleanor Perrett and Nellie Patricia Perrett | F. E. and N. P. Perrett ....  | Portion of Serpentine A.A. Lot 22 (Certificate of Title Volume 1169, Folio 644) | a. r. p.<br>0 0 38.5<br>(approx.) |

Dated this 29th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 848/52.

*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, 1902-1956, 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 all being in the Cockburn Sound and Peel Estate District, for the purpose of the following public work, namely, widening and deviating Russell Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2473, 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.                          |
|---|-------------------------------|---|--------------------------------|
| Louis Walter Valle ....                     | L. W. Valle ....              | Portion of Cockburn Sound Location 16 and being part of Lot 15 on Plan 4746 (Certificate of Title Volume 1024, Folio 766) | a. r. p.<br>0 2 6<br>(approx.) |
| Norman Henry Leslie and Hilda Louisa Leslie | N. H. and H. L. Leslie ....   | Portion of Peel Estate Lot 1199 (Certificate of Title Volume 1179, Folio 823)   | 7 1 22<br>(approx.)            |

Dated this 29th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 52/57.

*Main Roads Act, 1930-1955; Public Works Act, 1902-1956.*

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Avon District for the purpose of the following public work, namely deviating Beverley West Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2659, 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.                          |
|----------------------------|-------------------------------|--|--------------------------------|
| Ronald Simmons ....        | R. Simmons ....               | Portion of Avon Location 1376 and being part of Lot 2 on Diagram 13593 (Certificate of Title Volume 1173, Folio 232) | a. r. p.<br>0 1 3<br>(approx.) |
| Felix Gordon Brockman .... | F. G. Brockman ....           | Portion of Avon Location 826 and being part of Lot 1 on Plan 1895 (Certificate of Title Volume 553, Folio 180)       | 0 0 20<br>(approx.)            |
| Mena Smith ....            | M. Smith ....                 | Portion of Avon Location 14 and being part of Lot 2 on Plan 960 (Certificate of Title Volume 1193, Folio 55)         | 0 0 17<br>(approx.)            |
| Herbert Simmons ....       | H. Simmons ....               | Portion of Avon Location 14 and being part of Lot 5 on Diagram 249 (Certificate of Title Volume 1030, Folio 735)     | 0 3 24<br>(approx.)            |

Dated this 25th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 391/50.

*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, 1902-1956, 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 Victoria district for the purpose of the following public work, namely deviating Coorow-Latham Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A., 2297 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.                |
|---|-------------------------------|--|----------------------|
| Donald McDonald ....                                | D. McDonald ....              | Portion of Victoria Location 1274 (Certificate of Title Volume 1136, Folio 978)  | a. r. p.<br>0 0 20.6 |
| Charles Cleaver Bothe and Ronald Henry Bothe        | C. C. and R. H. Bothe ....    | Portion of Victoria Location 2023 and being part of Lot M 1121 on Diagram 4840 (Certificate of Title Volume 1186, Folio 47)  | 1 2 19.2             |
| Donald McDonald ....                                | D. McDonald ....              | Portion of Victoria Location 2023 and being part of Lot M 1142 on Diagram 4842 (Certificate of Title Volume 1073, Folio 22)  | 0 1 12.1             |
| Margaret Victoria Manning and Alfred Howard Manning | M. V. and A. H. Manning ....  | Portion of Victoria Location 2023 and being part of Lot M 1607 on diagram 7077 (Certificate of Title Volume 1108, Folio 362) | 0 0 13.9             |
| George William Falconer and Robert Falconer (Jnr.)  | G. W. and R. Falconer ....    | Portion of Victoria Location 2023 and being part of Lot M 1474 on Diagram 6518 (Certificate of Title Volume 1030, Folio 613) | 0 0 24               |
| William Gordon Lambert ....                         | W. G. Lambert ....            | Portion of Victoria Location 2023 and being part of Lot M 963 on Plan 3254 (Certificate of Title Volume 1068, Folio 695)     | 4 2 9                |
| Thomas Niven ....                                   | T. Niven ....                 | Portion of Victoria Location 2023 and being part of Lot M 1391 on Diagram 6013 (Certificate of Title Volume 1147, Folio 128) | 0 0 33.9             |

Dated this 25th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 777/57.

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

## NOTICE OF INTENTION TO TAKE OR RESUME LAND.

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, 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 Mahogany Creek District, for the purpose of the following public work, namely, widening 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 Leslie Muldoon ...                       | A. L. Muldoon ... ..          | Portion of Mahogany Creek Lot 15 (Certificate of Title Volume 1161, Folio 772) | a. r. p.<br>0 0 24<br>(approx.) |
| Lester Bailey Pearson and Jean Margaret Pearson | R. R. Hinkley ... ..          | Portion of Mahogany Creek Lot 17 (Certificate of Title Volume 1087, Folio 758) | 0 1 35<br>(approx.)             |

Dated this 28th day of October, 1957.

F. PARRICK,  
Secretary, Main Roads.

## CITY OF PERTH.

## Stand for Public Vehicles.

NOTICE is hereby given that under section 251 of the Municipal Corporations Act, 1906-1956, the Council of the City of Perth resolved on 28th October, 1957, that the following taxi stand be cancelled:—

- (19) A stand on the southern side of Summers Street, beginning at a point 10 feet east of the eastern building alignment of Lord Street and extending eastwards 35 feet.

Dated this 30th day of October, 1957.

W. A. McI. GREEN,  
Town Clerk.

## MUNICIPAL CORPORATIONS ACT, 1906-1956.

## Midland Junction Municipality.

## Notice of Intention to Borrow.

Proposed Loan (No. 25) of £3,250.

PURSUANT to section 449 of the Municipal Corporations Act, 1906-1956, the Council of the Midland Junction Municipality hereby gives notice that it proposes to borrow money, by sale of debentures, on the following terms for the following purpose: £3,250 for fifteen (15) years, at £5 10s. per centum per annum, payable at the office of the Council Town Hall, Midland Junction, by thirty (30) equal half-yearly instalments of principal and interest. Purpose: Construction and reconstruction of roads.

Plans, specifications, estimates and the statement required by section 448 of the above Act are open for inspection at the office of the Council, during office hours, for six (6) weeks from the date of the publication of this notice.

Dated this 24th day of October, 1957.

(Sgd.) W. S. DONEY,  
Mayor.(Sgd.) FRANK L. GAWNED,  
Town Clerk.

## MELVILLE ROAD BOARD.

## Town Planning Scheme.

Resolution Deciding to Amend a Town Planning Scheme.

RESOLVED that the Melville Road Board on 24th September, 1957, and in pursuance of section 7 of the Town Planning and Development Act, 1928, and amendments thereto, amplify and amend the above Town Planning Scheme gazetted on the 20th day of November, 1936, in so far as it applies to a special site, such addition to be in accordance with the Schedule as enumerated hereunder:

## Additions to Scheme.

(1) Special Zone "A"—Drive-in Theatres: The area of land comprising portion of Swan Location 73 and being part of lot 4 on Diagram 13540, and the whole of the land in Swan Location 73 and being lot 1112 on Diagram 6391 and shown on plan dated 27th September, 1957, and signed by the Chairman and Secretary of the Board is hereby classified as a Special Zone "A" for the establishment of a drive-in theatre.

Uses: No person may use any land or erect any buildings within a special Zone "A" except for the purpose of a drive-in theatre including the parking area, access ways, holding areas and other buildings normally associated with such a use and subject to the provision that no such theatre shall be established unless and until a plan of the theatre and its layout, including any buildings, has been approved by the Melville Road Board.

Notice is hereby further given that the plan showing the above special site is available at the office of the Melville Road Board, Bicton, and at the office of the Town Planning Board, Perth, and will be open for inspection by all persons interested between the hours of 9 a.m. and 4.30 p.m., Monday to Friday. Any objections to the proposed amendment must be lodged in writing with the Secretary of the Board on or before 25th January, 1958.

Adopted by resolution of the Melville Road Board on the 24th day of September, 1957.

J. E. ELLIS,  
Secretary to the Melville Road Board.  
26th September, 1957.

## ROAD DISTRICTS ACT, 1919-1956.

Road Board Election.

Department of Local Government,  
Perth, 25th October, 1957.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1956, that the following gentlemen have been elected members of the undermentioned Road Boards to fill the vacancies shown in the particulars hereunder:—

Date of Election; Member Elected; Surname, Christian Name; Ward; Occupation; How vacancy occurred: (a) Effluxion of time, (b) Resignation, (c) Death; Name of Previous Member; Remarks.

## Darling Range Road Board.

\*19/10/57; Linck, David Lewis; Lesmurdie; Teacher; (b); Buckeridge, G.; unopposed.

## Greenbushes Road Board.

\*7/9/57; Angus, Richard William; —; Farmer; (b); Schwenke, E.; unopposed.

\*Denotes extraordinary election.

GEO. S. LINDSAY,  
Secretary for Local Government.

## ROAD DISTRICTS ACT, 1919-1956.

Harvey Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 44) of £4,500.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Harvey Road Board hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purposes: £4,500 for 10 years, with interest at the rate of £5 10s. per cent. per annum, repayable by half-yearly instalments of principal and interest. Purpose: Bituminous surfacing of existing roads under the Main Roads Department's bituminous surface contributory scheme.

Plans and specifications and an estimate of the cost thereof and statement required by section 297 are open for inspection of ratepayers at the office of the Board, during office hours, for one month after the last publication of this notice.

R. L. HESTER,  
Chairman.

R. J. DEWING,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1956.

Bruce Rock Road Board.

PURSUANT to section 298 of the above Act, the Bruce Rock Road Board hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £1,500 for 10 years, with interest at the rate of £5 10s. per centum per annum, payable at the office of the Board, Bruce Rock, by half-yearly instalments of principal and interest. Purpose: Erection of a bowling club pavilion on Bruce Rock Lots 27 and 28.

Estimates and statement required by section 297 of the Road Districts Act, are open for inspection at the office of the Board for one month after the publication of this notice.

Passed by resolution of the Board at a meeting held on the 9th day of October, 1957.

J. M. STEWART,  
Chairman.

N. N. McDONALD,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1951.

Collie Coalfields Road Board.

Notice of Intention to Borrow £5,000.

Proposed Loan No. 38.

Bitumen Surfacing Works.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Collie Coalfields Road Board hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £5,000 for 20 years, with interest at a rate not exceeding £5 10s. per centum per annum, repayable at the office of the Board, Collie, by half-yearly instalments of principal and interest. Purpose: Bitumen surfacing works.

The work will be of benefit to the Town Ward of the Collie Coalfields Road Board district as defined in the *Government Gazette* of the 2nd March, 1951, pages 468 and 469, and any loan rate applicable to such loan will be levied over the whole of the rateable land within the Town Ward of the Collie Coalfields Road Board District.

Specifications and estimates 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 last publication of this notice.

Dated the 22nd day of October, 1957.

N. S. COOTE,  
Chairman.  
R. C. H. HOUGH,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1957.

Brookton Road Board District.

Notice of Sale.

DEFAULT having been made in the payment of rates and other amounts charged on the land hereinafter mentioned the Brookton Road Board, under and by virtue of the powers conferred upon it by the Road Districts Act, 1919-1957, 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 three of the schedule hereto at the Brookton Road Board Office, Brookton, on 28th November, 1957, at 3 p.m.

Any further details and particulars of the said pieces of land may be obtained from the Secretary of the Board at its office, Brookton.

Dated this 25th day of October, 1957.

RICHARD S. HAYNES & CO.,  
Solicitors and Agents for the Board.

## The Schedule.

All lands set out hereunder are under the Transfer of Land Act, 1893-1957, and except where improvements are referred to are vacant lands, situated in the Road District of Brookton.

Names of Persons registered as Proprietors in Fee Simple, and Addresses appearing in Register Book and any other Person appearing in the Register Book to have any Estate or Interest in the said land. Amount owing to the Board as Rates. Description of Land, including Reference to relevant Certificate of Title and Improvements thereon if any.

William Page, Quairading; The Commissioner of Taxation, Barrack Street, Perth. £10 13s. 8d. Portion of Brookton Town Lot 22 and being the whole of the land contained in Certificate of Title Volume 901, folio 49.

May Nelson, Brookton; The Commissioner of Taxation, Barrack Street, Perth. £7 6s. 10d. Avon Location 8355 and being the whole of the land contained in Certificate of Title Volume 1021, folio 695.

Dugald Matthew McLeod, Nippering; Frederick Bradley McLeod, 156 Brisbane Street, Perth; Colin Bruce McLeod, 3 Clarence Street, Mount Lawley; Niel McLeod, 156 Brisbane Street, Perth. £6 4s. 11d. Portion of Brookton Town Lot 22 and being the whole of the land contained in Certificate of Title Volume 612, folio 190.

William Peter Orr, Contractor, Perth; George Riley, Ravensthorpe; Martha Brown, Narrogin; William Peter Orr, Ravensthorpe. £16 18s. 7d. Brookton Town Lots 16 and 17 and being the whole of the land contained in Certificates of Title Volume 306, folio 10, and Volume 503, folio 134.

#### CAPEL ROAD BOARD.

##### Proposed Loan No. 13.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Capel Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purposes: £1,200 for seven years, at a rate of interest of £5 8s. 9d. per cent., payable at the State Government Insurance Office, Perth, by half-yearly instalments of principal and interest. Purpose: Erecting a brick septic block on Boyanup Memorial Park, and renovating Boyanup Hall.

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

The works and undertakings for which the loan is to be raised will in the opinion of the Board be of special benefit to the Boyanup Ward of the Capel Road Board District, and any loan rate applicable may be levied on all rateable property in that Ward.

N. R. PAYNE,  
Chairman.  
W. M. WRIGHT,  
Secretary.

#### ROAD DISTRICTS ACT, 1919-1954.

##### Busselton Road Board.

##### Notice of Intention to Borrow.

##### Proposed Loan (No. 29) of £6,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1954, the Busselton Road Board hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £6,000 for fifteen (15) years with interest at the rate of £5 10s. per cent. per annum, repayable at the Commonwealth Bank of Australia, Perth, by thirty (30) equal half-yearly instalments of principal and interest. Purpose: Surfacing with bitumen the roads in the West, Central and East Wards.

Plans and specifications and an estimate of the cost thereof and statement required by section 297 are open for inspection of ratepayers at the office of the Board, during office hours, for one month after the last publication of this notice.

Dated this 24th day of October, 1957.

JAMES BUTCHER,  
Chairman.  
L. M. POWELL,  
Secretary.

#### TAMBELLUP ROAD BOARD.

##### Appointment of Traffic Inspector.

IT is hereby notified that William Morris Hughes Latter has been appointed Traffic Inspector for the Tambellup District Road Board.

F. C. HILDER,  
Chairman.

#### DOWERIN ROAD BOARD.

##### Notice of Intention to Borrow.

##### Loan No. 19.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Dowerin 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: £2,000 for 10 years at 5½ per cent. interest, repayable half-yearly, at the office of the Commercial Bank, Dowerin, in 20 half-yearly instalments of principal and interest. Purpose: Bituminisation of sections of the Cunderdin-Minnivale main feeder road.

The bituminisation of this main feeder road in the opinion of the Board will be of benefit to the whole of the district and any loan rate applicable will be levied on the rateable land within the whole of the district.

Plans and specifications and an estimate of cost together with a statement showing the proposed expenditure may be inspected at the office of the Board, Stewart Street, Dowerin.

E. H. HENNING,  
Chairman.  
H. J. TINDALE,  
Secretary.

#### BUSH FIRES ACT, 1954.

##### Moora Road Board.

##### Issue of Clover Burning Permits.

THE following have been authorised by the Moora Road Board to issue permits to burn clover:—

A. S. Crane, L. W. Nenke, L. A. McKinley, A. B. Ralph, S. B. Doust, O. A. Sutherland, M. J. J. Purser and R. Wittber.

By Order of the Board,

R. WITTBBER,  
Secretary.

#### BEVERLEY ROAD BOARD.

##### Notice of Intention to Borrow.

##### Proposed Loan (No. 19) of £4,000.

NOTICE is hereby given that the Beverley Road Board proposes to borrow the sum of four thousand pounds (£4,000) for the following purpose: Bitumen surfacing of roads in conjunction with the Main Roads Department contributory bitumen scheme.

The plans and specifications 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 publication of this notice.

The amount of £4,000 is proposed to be raised by the sale of debentures, repayable with interest by 30 half-yearly instalments over a period of 15 years after the date of issue thereof in lieu of a sinking fund. The debentures shall bear interest at a rate not exceeding £5 10s. per cent. per annum payable half-yearly. The amount of the said debentures and interest thereon to be paid to the Coal Mine Workers' Tribunal at the State Treasury, Perth.

The works and undertakings for which the loan is proposed to be raised will in the opinion of the Board benefit the district in the proportion of four-fifths to the North-East, Dale and Kokeby Wards and one-fifth to the Central Ward and loan rates to be levied will be levied in the above proportions.

Dated at Beverley, 28th day of October, 1957.

A. W. MILES,  
Chairman.  
D. RIGOLL,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1956.

## Road Board Election.

Department of Local Government,  
Perth, 30th October, 1957.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1956, that the following gentlemen have been elected members of the undermentioned road boards to fill the vacancies shown in the particulars hereunder:—

Date of Election; Member Elected: Surname, Christian Name; Ward; Occupation; How vacancy occurred: (a) Effluxion of time, (b) Resignation; (c) Death; Name of Previous Member; Remarks.

## Cockburn Road Board.

\*12/10/57; Pederson, Alfred Arthur; North; Cartage Contractor; (b); Flemming, C.; unopposed.

## Murchison Road Board.

\*5/10/57; James, John Lionel; North; Station Manager; (b); Tiver, N. F.; unopposed.

\*5/10/57; Elliot, William Edward; South; Station Manager; (b); Sears, E.; unopposed.

\* Denotes Extraordinary Election.

GEO. S. LINDSAY,

Secretary for Local Government.

## BRIDGETOWN ROAD BOARD.

MR. THOMAS HERBERT GRIFFITHS is appointed Traffic Inspector to the Bridgetown Road Board as from 8th November, 1957.

The appointment of Mr. Edward Brian Macey is hereby cancelled.

COLIN P. SCOTT,

Chairman.

## MARKETING OF BARLEY ACT, 1946-1955.

NOTICE is hereby given that pursuant to section 22 of the Marketing of Barley Act, 1946-1955, the Western Australian Barley Marketing Board has fixed Monday, 4th November, 1957, as the day on and after which every producer shall comply with the requirements of the Act as to the sale and delivery of barley.

On and after that day a producer shall not sell or deliver any barley to any person other than the Board, and a person other than the Board shall not purchase or take delivery of any barley from a producer; but this prohibition will not apply to—

- (a) barley retained by the producer for use on the farm where it is grown;
- (b) barley which has already been purchased from the Board; or
- (c) barley sold or delivered to any person with the written approval of the Board.

Dated at Perth the 24th day of October, 1957.

R. F. STONE,

Secretary,

The Western Australian Barley  
Marketing Board.

## NOXIOUS WEEDS ACT, 1950-1954.

Department of Agriculture,  
Perth, 16th October, 1957.

UNDER section 56 (1) of the Noxious Weeds Act, 1950-1954, the Agriculture Protection Board hereby declares the following plants to be secondary noxious weeds for the districts indicated:—

*Watsonia* (*Watsonia* spp. and *Antholyza aethiopica* L.): Gosnells Road Board.

Arum Lily (*Zantedeschia aethiopica* (L.) Spreng.): Balingup Road District.

Passed by resolution of the Agriculture Protection Board at a meeting of the said Board on 10th October, 1957.

The Common Seal of the Agriculture Protection Board is hereunto affixed in the presence of—

G. K. BARON HAY,  
Chairman,  
Agriculture Protection Board.

[L.S.]

## VERMIN ACT, 1918-1956.

## ERRATUM.

Denmark and Mandurah Vermin Districts.

FOR the date "30th day of June, 1957" appearing in line 8, of the notice on page 3002, of the *Government Gazette* of 25th October, 1957, read "30th day of June, 1958."

## VERMIN ACT, 1918-1953.

## Moora Vermin Board.

NOTICE is hereby given under section 98 of the Vermin Act, 1918-1953, that all owners and/or occupiers of all or any holdings, either owned, rented or leased, within the whole of the Moora Vermin District, shall, on the 1st day of January, 1958, commence the work of destroying rabbits upon such holdings and upon the roads or road reserves abounding and intersecting such holdings.

The work shall be continued and systematically carried out until the 31st day of January, 1958.

The means to be adopted are poisoning with phosphorus, strychnine or "1080," the ripping and levelling of warrens and the fumigating of warrens.

All work to be done to the satisfaction of the Board.

By Order of the Board,

R. WITTBBER,  
Secretary.

## VERMIN ACT, 1918-1956.

NOTICE is hereby given, pursuant to section 102A of the Vermin Act, 1918-1956, that it is proposed to use Sodium Fluoroacetate ("1080") in the Vermin District of Kojonup for the poisoning of rabbits.

From the publication of this notice until further notice is published, the taking of rabbits or catching by any means except by poisoning is prohibited. Rabbits taken in breach of this prohibition are likely to endanger or be detrimental to human health or life, if consumed as food.

A person who takes or attempts to take rabbits in the Vermin District of Kojonup after the publication of this notice and before publication of a further notice cancelling this prohibition commits an offence against the Vermin Act, 1918-1956. Penalty: Maximum of £100.

G. K. BARON HAY,  
Chairman,  
Agriculture Protection Board.

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

*Tenders for Government Supplies.*

| Date of Advertising. | Schedule No. | Supplies Required.  | Date of Closing. |
|----------------------|--------------|---|------------------|
| 1957.                |              |   | 1957.            |
| Oct. 18              | 676A, 1957   | Washing Machines, Polishers and Vacuum Cleaners                                       | Nov. 7           |
| Oct. 15              | 682A, 1957   | Stainless Steel Valves  | Nov. 7           |
| Oct. 22              | 687A, 1957   | Cramp Folder and Bender   | Nov. 7           |
| Oct. 22              | 689A, 1957   | Cylindrical Rubber Fenders  | Nov. 7           |
| Oct. 25              | 690A, 1957   | F.A.Q. to Prime Wheaten Chaff   | Nov. 7           |
| Oct. 22              | 700A, 1957   | Steel Windows for Lands Department  | Nov. 7           |
| Oct. 25              | 701A, 1957   | Motor Trucks and Van  | Nov. 7           |
| Oct. 25              | 697A, 1957   | 8 in. Screw Cutting Lathes  | Nov. 14          |
| Oct. 25              | 698A, 1957   | Universal Milling Machine   | Nov. 14          |
| Oct. 25              | 699A, 1957   | Lime  | Nov. 14          |
| Oct. 29              | 710A, 1957   | Stainless Steel Boiling Sink  | Nov. 14          |
| Oct. 29              | 712A, 1957   | Prefabricated Garages   | Nov. 14          |
| Nov. 1               | 719A, 1957   | 3 in. Crushed Metal   | Nov. 14          |
| Sept. 13             | 587A, 1957   | Ticket Printing, Issuing, and Recording Machines                                      | Nov. 21          |
| Oct. 25              | 704A, 1957   | Firewood for Claremont, Fremantle and Perth   | Nov. 21          |
| Nov. 1               | 714A, 1957   | Recapping, Retreading and Repairing of Tyres for W.A.G. Railways at Perth and Bunbury | Nov. 21          |
| Oct. 29              | 717A, 1957   | Cage Sterilizer for Royal Perth Hospital  | Nov. 21          |
| Nov. 1               | 720A, 1957   | Chlorinating Plant for Mundaring Weir   | Nov. 21          |
| Oct. 18              | 686A, 1957   | Fabrication and Erection of Lambiotte Retorts   | Dec. 5           |
| Oct. 29              | 709A, 1957   | Beef Stockinette  | Dec. 5           |
| Oct. 22              | 688A, 1957   | Diesel Engined Travelling Crane   | Dec. 19          |

*Addresses—Liaison Offices—*

W.A. Government Liaison Office,  
Room 25, 2nd Floor, M.L.C. Buildings,  
305 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.            |
| Oct. 15              | 678A, 1957   | Wood Stave Pipes                                    | Nov. 7           |
| Oct. 15              | 679A, 1957   | Railway Water Supply at Wurarga                     | Nov. 7           |
| Oct. 25              | 691A, 1957   | Steel Rails at Burswood Island                      | Nov. 7           |
| Oct. 25              | 694A, 1957   | 1950 Austin 3-ton Truck, Cab and Chassis, WAG 2398  | Nov. 7           |
| Oct. 25              | 695A, 1957   | 1951 Austin 3-ton Truck, WAG 2530                   | Nov. 7           |
| Oct. 25              | 696A, 1957   | 1946 Chevrolet Utility, WAG 1366                    | Nov. 7           |
| Oct. 25              | 708A, 1957   | Secondhand Bicycle Parts                            | Nov. 7           |
| Oct. 25              | 702A, 1957   | 1948 Morris Utility WAG 1715                        | Nov. 7           |
| Oct. 25              | 692A, 1957   | Fordson Tractor, MR 136, ex Port Hedland            | Nov. 14          |
| Oct. 25              | 693A, 1957   | 1953 Austin Utility, WAG BM 74, ex Broome           | Nov. 14          |
| Oct. 29              | 703A, 1957   | Second Grade Scantlings                             | Nov. 14          |
| Oct. 29              | 707A, 1957   | Secondhand Vehicles ex State Electricity Commission | Nov. 14          |
| Oct. 29              | 711A, 1957   | Fordson Front End Loader MRD 412                    | Nov. 14          |
| Oct. 29              | 713A, 1957   | 1952 Ford Mainline Utility WAG 793                  | Nov. 14          |
| Nov. 1               | 715A, 1957   | Secondhand Typewriters                              | Nov. 14          |
| Oct. 29              | 718A, 1957   | Caterpillar and International Tractor Parts         | Nov. 14          |
| Nov. 1               | 716A, 1957   | Timber Tankstand at Coolgardie Station Yard         | Nov. 21          |
| Nov. 1               | 705A, 1957   | Twin Screw Motor Passenger Vessel Koolinda*         | Dec. 12          |
| Nov. 1               | 706A, 1957   | Single Screw Motor Cargo Vessel Kybra*              | Dec. 12          |

\* Forms of Tender are also available at Agent General, Government Liaison Officers, Australian Government Trade Commissioners at Djakarta, Hong Kong, Manila, Singapore, Tokyo.

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.

1st November, 1957.

A. H. TELFER,  
Chairman Tender Board.



## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

## Accepted Tenders.

| Tender Board No. | Date.            | Contractor.  | Schedule No.  | Particulars.  | Department concerned. | Rate.   |
|------------------|------------------|--|---------------|---|-----------------------|---|
| 1321/57          | 1957.<br>Oct. 25 | .....<br>Technical Supply Co.<br>Lanes (W.A.) Pty., Ltd. | 591A,<br>1957 | Supply and Delivery of Ethyl Ester and Butyl Ester and Triethanolamine, as follows :—<br>Item 1 .....<br>Item 2 .....<br>Item 3 .....   | Agriculture           | £3 1s. per gallon.<br>£7 16s. per gallon.<br>£1 18s. 7d. per gallon.  |
| 1379/57          | Oct. 24          | Cumpston's Engraving Works Pty., Ltd.                    | 622A,<br>1957 | Supply of Registration Certificate Holders for Trailers and Caravans, delivered in 2 to 3 weeks   | Local Govt. ....      | 1s. 10d. each, plus 12½% Sales Tax.   |
| 1187/57          | do.              | Joyce Bros. (W.A.) Pty., Ltd.                            | 571A,<br>1957 | Supply and Delivery of Hospital Inner Spring Mattresses   | Royal Perth Hospital  | £10 12s. 6d. each.  |
| 1264/57          | Oct. 25          | .....<br>Seale & Smale, Ltd.<br>Michelides, Ltd.         | 550A,<br>1957 | Supply of Tobacco, Cigarettes, and Cigarette Papers to Government Institutions during period 1st November, 1957, to 31st October, 1958, as follows :—<br>Item 1 .....<br>Item 2 .....<br>Item 3 .....<br>Item 6 (part only) .....<br>Item 4 .....<br><br>Item 6 (part only) .....<br>Item 7 ..... | Various               | 16s. per lb.<br>16s. per lb.<br>31s. 3d. per lb.<br>55s. per box.<br>(a) 32s. 8d. per lb.; (b) 31s. 3d. per lb.<br>55s. 4d. per box.<br>(a) 23s. per box; (b) 23s. per box. |
| 1393/57          | Oct. 24          | Demco Machinery Co. Pty., Ltd.                           | 642A,<br>1957 | Supply of Treadle Cramp Folder and Bender and Treadle Guillotine, delivered F.O.B. Sydney, immediate ex Stock, as follows :—<br>Item 1 .....<br>Item 2 .....  | Public Works          | £340 14s.<br>£294 8s.<br>(Both £20 extra for seaworthy packing.)  |
| 1397/57          | do.              | .....<br>C. A. Beros .....<br>G. D. Cowie .....          | 638A,<br>1957 | Purchase and Removal of Truck and Motor Cycles ex Forests Department, Manjimup, as follows :—<br>Item 1 .....<br>Item 2 .....<br>Item 4 .....   | Forests               | £90.<br>£5.<br>£22 10s.   |
| 1392/57          | do.              | .....<br>Garvey Motors .....<br>Super Motors .....       | 637A,<br>1957 | Purchase and Removal of Secondhand Motor Vehicles ex Forests Department, Gnangara, as follows :—<br>Item 1 .....<br>Item 2 .....<br>Item 3 .....  | Forests               | £77.<br>£186.<br>£120.  |

## MINING ACT, 1904-1955.

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

Department of Mines,  
Perth, 10th October, 1957.

IN accordance with section 97 of the Mining Act, 1904-1955, notice is hereby given that, unless the rent due on the undermentioned leases be paid on or before the 11th day of November, 1957, it is the intention of the Governor, under the provisions of section 98 of the Mining Act, 1904-1955, to forfeit such leases for breach of covenant, viz., non-payment of rent.

A. H. TELFER,  
Under Secretary for Mines.

## GOLD MINING LEASES.

## PEAK HILL GOLDFIELD.

575P—LABOURCHERE MAIN LODE: Scott, Frank Muir.

## PILBARA GOLDFIELD.

## Nullagine District.

307L—ARD PATRICK: Graham, William;  
Branchi, George.

## MURCHISON GOLDFIELD.

## Meekatharra District.

1551N—NEW WATERLOO: Fisher, William Edwin.  
1872N—BLUE PEDRO: Wilson, Cyril Clarence;  
Rinaldi, Dominic.

1942N—MARGUERITTA: Cassey, Peter.

1946N—MARGUERITTA EAST: Cassey, Peter.

1948N—FORTUNA: Motter, Giovanni.

1966N—LADY CENTRAL NORTH: Zampatti, Antonio.

1967N—LADY CENTRAL: Rinaldi, Luigi Vivian.

1968N—UNITED: Rinaldi, Luigi Vivian.

1969N—CONSOLS: Rinaldi, Luigi Vivian.

1970N—FENIAN: Rinaldi, Luigi Vivian.

*Cue District.*

2237—GIDGIE: Bozanich, John.  
2241—EAGLE HAWK: Brega, Enrico.

*Day Dawn District.*

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

EAST MURCHISON GOLDFIELD.

*Black Range District.*

1111B—BARRAMBIE: Burt, Richard Paull Septimus; Brown, Harold Lonergan; Phillips, William Thomas.

*Wiluna District.*

280J—LAKE VIOLET CONSOLS DEEPS: Jones, Thomas John.  
679J—LONE HAND: Walsh, Edward.

*Lawlers District.*

1359—WORK HARD: Alac, Mate.

MT. MARGARET GOLDFIELD.

*Mt. Margaret District.*

2245T—LANCEFIEELD EXTENDED WEST: Cable, Douglas.  
2445T—LANCEFIEELD: Cable, Douglas.  
2471T—TRUMP: Cable, Douglas.  
2478T—LANCEFIEELD NORTH: Cable, Douglas.  
2489T—WEDGE: Cable, Douglas.  
2500T—WESTRALIA: Bridgeman, Henry Victor Stanley.  
2501T—WESTRALIA SOUTH: Bridgeman, Henry Victor Stanley.  
2518T—LANCEFIEELD DEEPS EAST: Cable, Douglas.  
2519T—LANCEFIEELD NORTH BLOCK IV: Cable, Douglas.  
2520T—LANCEFIEELD CENTRAL: Cable, Douglas.  
2552T—LAST HOPE: Cable, Martin; Varischetti, Henry John; Wilson, Edwin.

COOLGARDIE GOLDFIELD.

*Coolgardie District.*

5605—BURBANKS DEEPS: Scahill, Ernest.  
5954—PAT JAN: Mahoney, Patrick.  
5977—MYSTERY: Lillis, Michael John; Maguire, Michael Joseph.

*Kunanalling District.*

1047S—RESOLUTE: Gould, Albert Ray; Gould, Gilbert Alfred.

EAST COOLGARDIE GOLDFIELD.

6051E—BIG BULL: McDermott, John Charles; Zuvich, John Joseph; Steel, William Desmond; Tennant, Eustace Malcolm.  
6534E—PAULINE NORTH: Holman, Archibald Kenneth; Smith, Frederick Robert.

BROAD ARROW GOLDFIELD.

2208W—WENTWORTH: Hancock, Leslie John.  
2287W—PAKEHA: Rinaldi, Enrico; Voumard, Charles Leslie.

NORTH COOLGARDIE GOLDFIELD.

*Menzies District.*

5774Z—SPION KOPP: Manoni, Albert; Bechelli, Harry.

*Yerilla District.*

1337R—MELODY EXTENDED: Wake, Edwin Fergus.

*Niagara District.*

911G—COSMOPOLITAN SOUTH: Wilkinson, David Adamson; Wilkinson, Charles Norman.  
933G—NEW GLADSTONE: George-Kennedy, Patrick Clive; Solly, Clifford Ross.

MINING ACT, 1904-1955.

Appointments.

Department of Mines,  
Perth, 30th October, 1957.

HIS Excellency the Governor in Executive Council has been pleased to approve the following appointment:—

3650/35.—Police Constable Peter Berry Skehan, as Acting Deputy Mining Registrar and Bailiff of the Warden's Court, Nullagine, during the absence of the Deputy Mining Registrar and Bailiff of the Warden's Court on leave, to date from the 8th day of October, 1957.

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

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of Part VII of the said Act—Basic Wage.

The 28th Day of October, 1957.

Basic Wage.

IN pursuance of the provisions of the above Act, and subject to the conditions therein prescribed, the Court of Arbitration hereby adjusts and amends the basic wage declarations made on the 7th day of December, 1950, and the 28th day of November, 1951, so as to read and have effect as follows:—

Adults.

Per week.  
£ s. d.

- (1) Metropolitan Area, which for this purpose shall be taken to be that portion of the State comprised within a radius of fifteen (15) miles from the General Post Office, Perth—

|         |      |      |      |      |    |    |   |
|---------|------|------|------|------|----|----|---|
| Males   | .... | .... | .... | .... | 13 | 12 | 9 |
| Females | .... | .... | .... | .... | 8  | 17 | 3 |

- (2) Agricultural Areas, being the South-West Land Division of the State, except such portion thereof as is comprised within the Metropolitan Area as defined herein—

|         |      |      |      |      |    |    |   |
|---------|------|------|------|------|----|----|---|
| Males   | .... | .... | .... | .... | 13 | 11 | 5 |
| Females | .... | .... | .... | .... | 8  | 16 | 5 |

- (3) Goldfields Areas and all other portions of the State, exclusive of the South-West Land Division—

|         |      |      |      |      |    |    |   |
|---------|------|------|------|------|----|----|---|
| Males   | .... | .... | .... | .... | 13 | 6  | 7 |
| Females | .... | .... | .... | .... | 8  | 13 | 3 |

Apprentices and Junior Workers.

(4) The wages being paid to these workers will be altered proportionately, if and when necessary, to the alterations in the basic wages above declared by the application of the percentage where percentages are fixed in the Award or Industrial Agreement and by direct proportion where the amount and not percentage is prescribed.

Contract of Employment.

(5) Payment shall be pro rata where the term of employment is for less than one (1) week.

This Order shall take effect from and inclusive of the date hereof: Provided that payment of the amounts by which the basic wages have been increased by virtue of this Order may at the employer's option be delayed until the end of the first pay period which commences after this date.

By the Court,

[L.S.]

(Sgd.) R. V. NEVILLE,  
President.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 4 of 1956.

Between Musicians Association of Western Australia Union of Workers, Perth, Applicant, and R. Wrightson, B. Richards, K. McEntyre and Others, as per Schedule attached, Respondents.

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

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the Musicians' (General) Award and shall replace Agreement No. 35 of 1937.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Scope.
5. Area.
6. Definitions.
7. Contract of Service.
8. Breakdowns.
9. Wages.
10. Special Rates and Provisions.
11. Duration of Performance.
12. Duration of Rehearsals.
13. Overtime.
14. Sundays, Public Holidays and Special Rates.
15. Payment of Wages.
16. Time and Wages Record.
17. Annual Leave.
18. Broadcasting.
19. Uniforms.
20. Refreshments.
21. Travelling.
22. No Reduction.
23. No Discrimination.

3.—Term.

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

4.—Scope.

This Award shall apply to musicians employed by the respondents for entertainment at balls, dances, wedding receptions, socials, or at dancing schools, cabarets, night clubs, hotels, dancing clubs, fashion parades, restaurants, or on ships, boats or ferries.

5.—Area.

This Award shall apply within that portion of the State of Western Australia South of the 24th parallel of latitude.

6.—Definitions.

(a) "Weekly worker" means a musician engaged by the same employer for at least six (6) performances and/or rehearsals weekly on premises owned, leased or hired by such employer. The term shall include a worker whose period of continuous employment includes in addition to one or more complete weeks, a part of a week.

(b) "Orchestra" means a combination of two (2) or more players.

(c) "Conductor Leader" means a member of an orchestra who plays and directs the orchestra.

(d) "Casual Worker" means a worker engaged otherwise than as a weekly worker.

7.—Contract of Service.

(a) The contract of service for weekly workers shall be by the week and shall be terminated by one (1) week's notice on either side. If an employer or worker fails to give the required notice, one (1) week's wages shall be paid or forfeited.

(b) All workers shall attend any performance and/or rehearsal as required by the employer.

(c) Notwithstanding anything contained elsewhere in this Award, a worker may be dismissed without notice for misconduct which without limiting its general meaning, shall include malingering, inefficiency or neglect of duty.

(d) Where a member of an orchestra is unable to attend any performance he shall arrange for a deputy, approved by the employer to take his place. Notwithstanding anything contained elsewhere in this Award, a deputy shall be paid the same rates as a member of the orchestra would have been paid had he attended for duty. If no suitable deputy is arranged, the member of the orchestra shall be subject to forfeiture of wages equal to the time of such non-attendance.

(e) The engagement of a casual worker shall be terminated on the completion of the engagement.

(f) A casual worker may at any time enter into an agreement with his employer to become a weekly worker, but such agreement shall not affect any casual rates payable by the employer to the worker before such agreement is entered into, unless it is entered into within three (3) days of the beginning of his employment as a casual worker, in which case he shall be deemed to have been a weekly worker from the beginning.

(g) Forty-eight (48) hours' notice shall be given of the cancellation of an engagement or inability to fulfil an engagement. If such notice is not given by an employer or worker, the wages for one performance shall be paid or forfeited.

8.—Breakdowns.

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

9.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:—

|   | Male.   | Female. |
|---|---------|---------|
|   | £ s. d. | £ s. d. |
| (a) Basic Wage :  |         |         |
| (i) Within a radius of 15 miles from the G.P.O. Perth   | 13 12 9 | 8 17 3  |
| (ii) Outside a radius of 15 miles from the G.P.O. Perth but within the South-West Land Division | 13 9 11 | 8 15 5  |
| (iii) Rest of State   | 13 7 10 | 8 14 1  |

| (b) Adults :   | Margin per Week. |   | (b) Adults :— <i>continued.</i>   | Margin per Week. |  |
|--|------------------|---|---|------------------|--|
|  | Male.            | Female.                                   |   | Male.            | Female.                                |
|  | £ s. d.          | £ s. d.                                   |   | £ s. d.          | £ s. d.                                |
| (1) Hotels—  |                  |   | (2) Other— <i>continued.</i>  |                  |  |
| <p>This section shall apply to all workers employed in hotels, notwithstanding that entertainment is being provided similar to that covered by subclause (2) hereof.</p>   |                  |   | <p>(c) To a weekly worker for a week's work of twelve performances of three (3) hours each or at the option of the employer performances and rehearsals to the aggregate of twelve sessions .... 10 0 0 (i) 14 15 6<sup>-</sup><br/>(ii) 14 14 6<br/>(iii) 14 13 9</p>  |                  |  |
| <p>The following margins apply in the differing areas as numbered (i), (ii) and (iii) in subclause (a) hereof</p>  |                  |   |   |                  |  |
| (a) To a weekly worker for a week's work of six performances of three (3) hours each or at the option of the employer performances and rehearsals to the aggregate of six sessions ....  | 2 0 0            | (i) 6 15 6<br>(ii) 6 14 6<br>(iii) 6 13 9 | (d) The first additional performance shall be paid for at the rate of time and a quarter.<br>The second additional performance shall be paid for at the rate of time and a half.<br>The third and succeeding additional performances shall be paid for at the rate of double time.  |                  |  |
| (b) Each additional performance shall be paid for at the rate of one-sixth of the rate set out in (a) above.   |                  |   | (e) Pianist or any other instrumentalist playing alone ....   | 3 12 0           | (i) 8 7 6<br>(ii) 8 6 6<br>(iii) 8 5 9 |
| (c) To a weekly worker for a week's work of twelve performances of three (3) hours each or at the option of the employer performances and rehearsals to the aggregate of twelve sessions ....  | 8 13 0           | (i) 13 8 6<br>(ii) 13 7 6<br>(iii) 13 6 9 | (3) (i) Subject to paragraph (ii) hereof a worker employed for less than three hours shall be paid a proportionate amount of the rates set out above provided that the minimum engagement shall be for a period of two (2) hours.<br>(ii) The minimum engagement for a worker employed at dances shall be for a period of three (3) hours. This paragraph shall not apply to dancing at hotels unless such hotel has been granted an occasional license to extend hours beyond normal closing time. |                  |  |
| (d) The first additional performance shall be paid for at the rate of time and a quarter.<br>The second additional performance shall be paid for at the rate of time and a half.<br>The third and succeeding additional performances shall be paid for at the rate of double time. |                  |   | (4) Where the Union and the employer agree that for special reasons, rates and/or conditions different to those prescribed should be accepted by a worker lower rates or altered conditions may be agreed upon or in default of agreement the matter may be taken to the Board of Reference.  |                  |  |
| (e) Pianist or any other instrumentalist playing alone ....  | 3 2 6            | (i) 7 18 0<br>(ii) 7 17 0<br>(iii) 7 16 3 | (5) Provided that, in respect to any basic wage variations which may occur from time to time, the margins prescribed for female workers shall be increased or decreased by the amount required to enable the total wage prescribed for female workers to increase or decrease by the same amount that the basic wage for male employees is increased or decreased as a result of such variation, in order that the rates for male and female workers shall remain equal.                            |                  |  |
| (2) Other—   |                  |   | 10.—Special Rates and Provisions.   |                  |  |
| <p>This section shall apply to all workers employed in other than hotels.</p>  |                  |   | (a) Casual workers shall be paid fifteen per cent. (15 per cent.) in addition to the ordinary rates prescribed in clause 9 hereof.  |                  |  |
| (a) To a weekly worker for a week's work of six performances of three (3) hours each or at the option of the employer performances and rehearsals to the aggregate of six sessions ....  | 2 5 0            | (i) 7 0 6<br>(ii) 6 19 6<br>(iii) 6 18 9  | (b) Conductor Leaders shall be paid thirty per cent. (30 per cent.) in addition to the rates prescribed in subclauses 1 (a), 1 (c), 2 (a), 2 (c) and (3) of clause 9 as the case may be, for a member of the orchestra, providing that in orchestras having a combination of five or less players, the payment shall be five shillings (5s.) per performance.   |                  |  |
| (b) Each additional performance shall be paid for at the rate of one-sixth of the rate set out in (a) above.   |                  |   | (c) Each three hour rehearsal called by the employer and not included by the option of such employer in a week's work shall be paid for at the rate of nine and a half per cent. (9½ per cent.) of the rate set out in subclause (b) (2) (a) of clause 9.   |                  |  |

(d) Doubling.—Where a worker is required to play one or more extra instruments, he shall be paid three shillings and sixpence (3s. 6d.) per performance in addition to the rates prescribed herein. Provided that the flute and piccolo are not extra to each other, nor are other instruments extra to each other which the Union and the employer agree are not to be considered extra.

(e) An employer, being the owner or lessee of the premises and being solely engaged in the production of dances, shall provide a rostrum of adequate size to accommodate the orchestra. Provided that this subclause shall not apply where premises are leased for less than one week.

(f) Where the employer is the owner or lessee of the piano, it shall be kept at the proper pitch of A440 and shall be open to inspection by an accredited official of the Union at a time mutually convenient. Provided that this subclause shall not apply where the piano is leased for less than one week.

#### 11.—Duration of Performance.

(a) Performances shall not exceed three (3) hours without payment of overtime.

(b) A performance shall be deemed to have started at the time notified by the employer to the workers as the starting time or if no such time be notified, to have started at the time advertised for starting the performance but in either case, if all members of the orchestra are not present and ready to start at such time, the performance shall be deemed to start only when the orchestra actually starts playing.

(c) When a performance exceeds two (2) hours in duration, an interval of at least ten (10) minutes shall be allowed during the performance. The period of such interval shall be counted as time worked.

#### 12.—Duration of Rehearsals.

(a) The duration of any rehearsal shall not exceed three (3) hours without payment of overtime.

(b) A rehearsal shall be deemed to have started at the time notified by the employer to the workers as the starting time, but if all members of the orchestra are not present and ready to start at such time, the rehearsal shall be deemed to start only when the orchestra actually starts playing.

(c) When a rehearsal exceeds two (2) hours in duration, an interval of at least ten (10) minutes shall be allowed during the rehearsal. The period of such interval shall be counted as time worked.

#### 13.—Overtime.

(a) Except as otherwise provided, all time worked outside the limit of any performance or rehearsal prescribed in clauses 11 and 12 hereof, shall be paid for at the rate of fifteen per cent. (15 per cent.) for work before midnight and twenty-five per cent. (25 per cent.) for work after midnight in addition to the ordinary rate prescribed in subclauses (b) (1) (a) or (b) (2) (a) of clause 9 hereof. Provided that a worker who is entitled to be paid under the provisions of subclause 14 (c) shall in respect of the performance concerned be paid for all overtime at the rate of time and a half.

(b) Where the limit of any performance or rehearsal is exceeded by five minutes or less, such period shall not be counted as overtime worked.

(c) In calculating the overtime rate payable under subclause (a) hereof the week, for which the ordinary rate is prescribed in clause 9 hereof, shall consist of eighteen (18) hours.

#### 14.—Sundays, Public Holidays and Special Rates.

(a) All work done on Christmas Day and Good Friday shall be paid for at the rate of double time.

(b) All work done on Sunday, New Year's Day, Australia Day, Easter Saturday, Easter Monday, Labour Day, State Foundation Day, Anzac Day or Boxing Day shall be paid for at the rate of time and a half.

(c) All time worked within the ordinary hours of a performance between midnight and 7 a.m. shall be paid for at the rate of time and a half.

#### 15.—Payment of Wages.

Wages shall be paid weekly except in the case of casual workers who shall be paid on the completion of the engagement in each week.

#### 16.—Time and Wages Record.

(a) Each employer shall keep a time and wages book showing the name of each worker, the nature of his employment, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union during usual business hours.

(c) The employer and the worker shall be severally responsible for the proper posting of such record.

#### 17.—Annual Leave.

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

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

(c) If after thirteen (13) weeks' continuous service in any qualifying twelve-monthly period a weekly worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the weekly worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

#### 18.—Broadcasting.

Except as hereinafter provided, where a worker is engaged in any performance in a place of entertainment and such performance is relayed, he shall be paid ten shillings (10s.) per performance in addition to the rates prescribed herein. Provided that this amount shall only be paid when the relay is sponsored and the employer receives payment to cover the payment of such ten shillings (10s.).

#### 19.—Uniforms.

Where a worker is required to wear special uniforms other than evening dress, such uniform shall be supplied by the employer.

#### 20.—Refreshments.

Where an engagement extends to four hours or more and refreshments are served by the employer, such employer shall supply such refreshments to the orchestra free of charge.

#### 21.—Travelling.

(a) Subject as hereinafter provided when a worker is engaged to perform work outside a 20-mile radius from the G.P.O., Perth, or of the

Post Office of a country town where the engagement is made, the employer shall, in respect to travelling from such place and return, observe the following provisions:—

- (i) The employer shall provide transport or pay all fares or pay to any worker who is authorised by the employer to supply a vehicle to transport workers covered by this Award, an amount mutually agreed upon between the employer and the worker concerned.
- (ii) The employer shall pay to such worker an allowance at the rate of 2½ per cent. of the rate set out in subclause (b) (2) (a) of clause 9 per hour in respect of such time necessarily occupied in travelling up to a maximum of 20 per cent. of the rate set out in subclause (b) (2) (a) of clause 9 in each period of twenty-four hours.

(b) (i) Subclause (a) hereof shall not apply where a worker is required to travel less than 40 miles to the work and return.

(ii) Where the work is within a radius of 30 miles from the G.P.O., Perth, or from the Post Office of a country town, the payments in subclause (a) hereof shall only be made in respect of the distance travelled outside a 10-mile radius from the said G.P.O. or Post Office.

(c) (i) Fares shall be first-class except when travelling by ship when saloon fares shall be paid.

(ii) Workers when travelling by train at night shall be provided with sleeping accommodation.

(d) When a worker is engaged at such a distance that he cannot return to his home each night, the employer shall provide board and lodging or shall pay the expenses reasonably incurred by the worker for board and lodging.

(e) Where a worker is engaged for a continuous period of thirteen (13) weeks or more in one city or town the worker shall only be entitled to the allowance prescribed in subclause (d) hereof for the first fourteen (14) days of such period.

#### 22.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his class of work.

#### 23.—No Discrimination.

(a) When engaging a musician, the employer shall not discriminate against the members of the Union.

(b) All other things being equal, the employer shall at all times give preference of employment to members of the Union.

I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-52, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 17th day of September, 1957.

[L.S.]

(Sgd.) R. V. NEVILLE,

President.

Filed at my office this 17th day of September, 1957.

(Sgd.) G. MELLOWSHIP,

Acting Clerk of the Court  
of Arbitration.

#### Schedule of Respondents.

Boans, Limited, Murray Street, Perth.  
R. E. Wrightson, Canterbury Court Ballroom,  
Beaufort Street, Perth.  
R. P. Jenkins, The New Lido, Marine Parade,  
Cottesloe.  
K. McEntyre, Embassy Cabaret, William Street,  
Perth.  
G. Corzino, Marelle, Hay Street, Perth.  
Railway Institute, Kalgoorlie  
Wentworth Hotel, William Street, Perth.  
Mrs. B. Richards, 69 Lindsay Street, Perth.  
A. E. Tilley & Co., Ltd., Beach Street, Fremantle.  
Centennial Oval Board of Management, Albany.  
Tower Hotel, Kalgoorlie.

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

No. 9 of 1956.

Between Transport and Motor Operators' Union  
of Workers, Perth, Applicant, and Australian  
Glass Manufacturers Co. Pty., Ltd.,  
and Others, as per Schedule of Respondents,  
Respondents.

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

#### AWARD.

##### 1.—Title.

This Award shall be known as the "Transport  
Workers' (General) Award, 1957" and replace  
Award No. 2 of 1952 as amended and consolida-  
ted by Order No. 48 of 1953.

##### 2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.

#### PART I.

6. Wages.
7. Extra Rates.
8. Meal Money.
9. Meal Times.
10. Starting and Finishing Times.
11. Overtime.
12. Hours.
13. Five-day Week.
14. Sunday Work.
15. Holidays.
16. Contract of Employment.
17. Handling Heavy Articles.
18. Time and Wages Book.
19. Travelling and Camping Allowances.
20. Payment of Wages.
21. Mixed Functions.
22. Temporary Change of Stable, etc.
23. Proportion of Juniors.
24. Annual Leave.
25. Board and Lodging.
26. Absence Through Sickness.
27. General.
28. Definitions.
29. Board of Reference.
30. Junior Worker's Certificate.

#### PART II.

31. Wages.
32. Extra Rates.
33. Meal Times.
34. Overtime.
35. Hours.
36. Five Day Week.
37. Sunday Work.
38. Holidays.
39. Contract of Employment.

40. Handling Heavy Articles.
41. Time and Wages Book.
42. Travelling Allowances.
43. Payment of Wages.
44. Mixed Functions.
45. Temporary Change of Stable.
46. Proportion of Juniors.
47. Annual Leave.
48. Absence Through Sickness.
49. General.
50. Definitions.
51. Board of Reference.
52. Junior Worker's Certificate.
53. District Allowances.

## Schedule of Respondents.

## 3.—Scope.

This Award shall apply to all workers who are eligible for membership in the applicant Union, employed in the industries carried on by the respondents named in the Schedule hereto, following the vocations mentioned herein: Provided that this Award shall not apply to bread carters, nor workers engaged in the Timber Industry within the South-West Land Division.

## 4.—Area.

This Award shall operate over the State of Western Australia: Provided that the operation of Clause 10 and subclauses (c) and (f) (ii) of Clause 12 shall be limited to the South-West Land Division and the area comprised within a radius of twenty (20) miles from the Post Office, Kalgoorlie: Provided further that Part I of the Award shall apply only South of the 27th Parallel of South Latitude and Part II shall apply only North of the 27th Parallel of South Latitude.

## 5.—Term.

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

## PART I.

## 6.—Wages.

Subject to Clause 7 hereof, the minimum weekly wage to be paid to and received by all workers shall be as follows:—

| (a) Basic Wage—   | Per week.<br>£ s. d. |
|---|----------------------|
| (i) Within a fifteen-mile radius from the G.P.O., Perth   | 13 12 9              |
| (ii) Outside a radius of 15 miles from the G.P.O., Perth, but within the South-West Land Division | 13 9 11              |
| (iii) Outside the South-West Land Division, but below the 27th Parallel of South Latitude         | 13 7 10              |

  

| (b) Adult Males—  | Margin over<br>Basic Wage<br>per week.<br>£ s. d. |
|---|---|
| (i) Loaders, washers (except car washers), yardmen, horse-drivers' assistants and motor drivers' assistants | 0 14 0  |
| (ii) Horse drivers (one horse)  | 1 3 6   |
| (iii) Horse drivers (two horses)  | 1 16 0  |
| (iv) Driver of motor cycle with side-car or motor tricycle used for the purpose of carting goods            | 1 4 6   |
| (v) Motor drivers of vehicles—<br>Not exceeding twenty-five (25) cwt. capacity                              | 1 16 0  |
| Exceeding twenty-five (25) cwt. and not exceeding three (3) tons capacity                                   | 2 6 0   |
| Exceeding three (3) tons and under six (6) tons capacity  | 2 16 0  |
| For each complete ton over five (5) tons capacity, two shillings and sixpence (2s. 6d.) additional margin.  |   |

## (b) Adult Males—continued.

Margin over  
Basic Wage  
per week.  
£ s. d.

|  |        |
|--|--------|
| Drivers of loaded motor wagons (except tractors) drawing a loaded trailer also (not to include a mechanical horse) two shillings and sixpence (2s. 6d.) per day extra. |        |
| (vi) Drivers of articulated vehicles—<br>Not exceeding eight (8) tons capacity   | 3 9 0  |
| Exceeding eight (8) tons capacity for each complete additional ton, two shillings and sixpence (2s. 6d.) additional margin.  |        |
| (vii) Driver of mechanical horse with or without a trailer   | 3 9 0  |
| (viii) Night washers   | 1 17 6 |
| (ix) Drivers of—   |        |
| Tractors on tracks, while using power operated attachments   | 3 0 0  |
| Loader—front end, back and overhead  | 3 0 0  |
| Loader—mechanical bucket type—truck or tractor mounted   | 2 10 6 |
| Tractors—other than those hereinbefore referred to   | 2 6 0  |
| Power Grader   | 3 5 6  |
| Frontend Loader—pneumatic tyres  | 2 10 6 |
| Mobile Crane   | 2 10 6 |
| Fork Lift  | 2 10 6 |
| Tow Motors   | 1 12 6 |

## (c) Junior Workers—

|                                 | Per cent.<br>of Basic<br>Wage. |
|---------------------------------|--------------------------------|
| If under 17 years               | 60                             |
| If 17 and under 18 years of age | 70                             |
| If 18 and under 19 years of age | 85                             |
| If 19 and under 20 years of age | 90                             |

## 7.—Extra Rates.

(a) Casual hands shall be paid at the rate of ten per cent (10 per cent.) in addition to the rates prescribed in Clause 6.

(b) All persons coming into contact with tarred road metal, hot bitumen, tarred blocks or spreading tar or hot bitumen, shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(c) Drivers who handle money during any week or portion of a week as part of their duties and account for it shall be paid in addition to the rate of wage prescribed by clause 6, as follows:—

|  | £ s. d. |
|--|---------|
| For any amount handled up to £10                         | 0 2 0   |
| For any amount handled over £10, but not exceeding £100  | 0 6 0   |
| For any amount handled over £100, but not exceeding £300 | 0 10 0  |
| For any amount handled over £300, but not exceeding £500 | 0 15 0  |
| For any amount handled over £500                         | 1 0 0   |

The term "money" used herein shall be deemed not to include cheques.

(d) Retail milk carters shall be paid seven shillings and sixpence (7s. 6d.) per week in addition to the rates prescribed in Clause 6. This payment shall be included in any calculations for the purpose of clause 24 (Annual Leave).

(e) (i) Shift workers shall be paid at the rate of five per cent. (5 per cent.) in excess of the rates prescribed by clause 6 hereof. Shift workers who are casual hands shall also be paid the amount prescribed in paragraph (a) hereof.

(ii) Night workers, other than milk and/or cream carters and night washers, shall be paid at the rate of seven and one-half per cent. (7½ per cent.) in excess of the rates prescribed by clause 6 hereof.

(f) Workers carting carbon black, except when packed in sealed metal containers, shall be paid five shillings (5s.) per day or part thereof.

(g) Workers carting offensive material (as defined) shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(h) Workers carting dirty material (as defined) shall be paid one shilling (1s.) per day extra.

(i) Workers carting second-hand furniture, except to or from a dealer, auction mart or repairer, shall be paid one shilling (1s.) per day extra.

(j) Workers carting livestock (as defined) shall be paid one shilling (1s.) per day extra.

(k) A driver who is required to act as salesman of goods in his vehicle shall be paid two shillings (2s.) per week extra.

(l) Leading hand appointed as such by the employer shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(m) The extra rates payable under this clause shall not be included for the purpose of calculating overtime.

(n) Where an extra rate is provided under items (b), (f), (g), (h), (i) or (j) of this clause it shall supercede any lesser extra amount contained in these items which otherwise would have been liable for payment.

#### 8.—Meal Money.

When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one hour or after 6.0 p.m. (whichever is the later) he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

#### 9.—Meal Times.

Except as hereinafter provided, all workers shall have a break of one hour for a meal on all days in the week, between 12 noon and 2.0 p.m., except Saturday. Where a worker is required to work on Saturday beyond 2.0 p.m., he shall be allowed a break of half an hour for a meal, or an hour, if he has to continue after 3.0 p.m. Provided that workers referred to as exceptions in the next succeeding clause shall not be compelled or entitled to have a meal time between 12 noon and 2.0 p.m., but (except in the case of retail milk carters) they shall have one hour off for a meal time during each working day.

#### 10.—Starting and Finishing Times.

(a) The starting time for the purpose of calculating overtime shall (with the exceptions hereinafter mentioned) be 7.0 a.m. or after; and the finishing time, on Mondays to Fridays, inclusive, shall not be later than 6.0 p.m., and on Saturdays not later than 1.0 p.m.

The exceptions referred to are :—

- (i) Drivers employed at fish, fruit, vegetable, pastrycooks' shops or stores;
- (ii) ice-carting, ice-loading, parcel express carting, and newspaper delivering;
- (iii) milk carters and yardmen;
- (iv) drivers employed by mail contractors;
- (v) night washers;
- (vi) cream carters;
- (vii) ice-cream carters;
- (viii) dairy produce carters;
- (ix) shift workers;
- (x) night workers (as defined);
- (xi) livestock carters;
- (xii) cordial factory carters.

(b) Where an employer desires to vary or change his starting time and finishing time (in accordance with the provisions of this clause, he shall give one week's notice of such variation or change to his workers and post a notice of the intended change at the depot, garage or yard.

#### 11.—Overtime.

All overtime shall stand alone and shall be paid for in addition to the ordinary weekly or casual wage, at the rate of time and a half, for the first four (4) hours and double time thereafter. In computing overtime, each day's work shall stand alone.

Provided that for workers carting wheat, or superphosphate to or from a point outside a radius of twenty-five (25) miles from the G.P.O., Perth, for ice carters and ice loaders, all overtime shall stand alone and shall be paid for in addition to the ordinary weekly or casual wage at the rate of time and a half.

Overtime shall be paid for all time of duty—

- (a) before the prescribed starting time, or after the prescribed finishing time; or
- (b) except as provided by (c) and (d) hereof after eight (8) hours on Mondays to Fridays, inclusive, and (except in the case of night washers) four (4) hours on Saturdays; or
- (c) in the case of ice and/or ice-cream carters and ice-loaders after nine (9) hours on Mondays to Fridays, inclusive, and four (4) hours on Saturdays; or
- (d) in the case of wholesale milk carters, beyond nine hours on any day, including Sunday;
- (e) in excess of the hours prescribed in clause 12.

A worker recalled to work after leaving his employer's business premises shall be paid for a minimum of three (3) hours' work at the appropriate rate.

Notwithstanding anything contained in this Award—

- (i) an employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement;
- (ii) the union or any worker or workers covered by this Award shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

#### 12.—Hours.

(a) The hours of duty shall be forty (40) per week.

(b) In any week in which there are one or more holidays, the hours shall be reduced by the number of ordinary working hours the worker would have been required to work on the holiday or holidays had such day or days not been holidays: Provided that this subclause shall not apply in the case of milk, cream, ice-cream or ice carters, or ice loaders.

(c) Any hours worked on any day or days to make up the hours of duty in any week shall (with the exception of milk carters not engaged in retail milk delivery) be worked in a continuous shift.

(d) The working hours for night washers shall be six (6) shifts of six (6) hours forty (40) minutes each per week, or five (5) shifts of eight (8) hours each per week.

(e) Subject to agreement between the parties to this Award, the ordinary hours of work may be extended on any one day during the week preceding Christmas Day.

(f) Retail Milk Carters.—Notwithstanding anything contained elsewhere in this Award to the contrary, the following provisions shall apply to workers employed in the retail delivery of milk :—

- (i) the hours of duty shall be forty (40) per week;



- (ii) any hours worked on any day or days to make up the hours of duty in any week shall be worked in a continuous shift;
- (iii) where practicable, each worker shall be entitled to one (1) clear day off duty in each week. If a relief driver is not available, and a day off cannot be granted to a worker, then such worker shall be entitled to payment at the rate of double time for all time worked on the Sunday of that week: Provided that the minimum payment to a worker performing duties on seven days of the week shall be not less than six (6) hours' ordinary pay in addition to the weekly wage.

#### 13.—Five Day Week.

Except where a seven (7) day week is to be worked, an employer, when engaging any worker, shall state definitely whether such worker is to work on the basis of a five (5) or six (6) day week. Failing such notice, the worker shall be deemed to be employed on the basis of a six (6) day week.

An employer desiring to change the basis of any worker from a six (6) day week to a five (5) day week or vice versa, shall give one (1) week's notice of such intended change to the worker concerned.

#### 14.—Sunday Work.

For all time of duty on Sundays, with the exceptions hereinafter mentioned, payment, in addition to the weekly wage, shall be made at the rate of double time.

The exceptions referred to are:—

- (a) milk carters;
- (b) drivers feeding and attending horses;
- (c) night washers after 10.0 p.m.
- (d) cream carters.

Provided that, for all time of duty in the case of ice carters and ice loaders, payment in addition to the weekly wage shall be made at the rate of time and a half.

#### 15.—Holidays.

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

(b) All time of duty on such holidays shall stand alone and be paid for in addition to the weekly wage at the rate of ordinary time; provided that all time of duty before the prescribed starting time or after the prescribed finishing time or in excess of the hours prescribed in clause 11 (b) hereof on any such holiday had the day not been a holiday shall be paid for at the rate of double time. Any worker required to work on a holiday shall be paid at least half a day's pay at holiday rates.

(c) The provisions of this clause shall not apply to milk carters, cream carters, ice carters, ice loaders, or ice cream carters.

#### 16.—Contract of Employment.

(a) Employers shall, when engaging workers, state definitely whether such worker is engaged as a weekly or casual hand. Failing such notice the worker shall be deemed to be engaged as a weekly employee.

(b) One week's notice at any time on either side shall be required before the engagement of any but a casual worker shall be determined. If an employer or a worker fails to give the required notice (1) one week's wages shall be paid or forfeited: Provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders, misconduct, carelessness in the performance of his duties, or if, after receiving one week's notice, he does not carry out his duties in the same manner as he

did prior to such notice: Provided also, that except for the reasons mentioned in the first proviso to this clause the engagement shall not be terminated by any notice expiring within a week of the Christmas or Easter holidays, if it is intended to re-engage the worker immediately or very shortly after the holidays mentioned, and men in permanent employment shall not be changed to casual workers within one week of the Christmas or Easter holidays.

Notice given every week to determine the employment without any intention to determine the employment at the end of the week, but only with a view to dismissing men at any time shall not be deemed notice for the purpose of this Award unless given during any strike which affects the employer's business.

(c) Casual hands shall be notified at the end of the day if their services are not required next day. Failing such notice, a full day's wages shall be paid.

(d) Employers shall notify their workers, other than casual workers, on the working day preceding a holiday if their services are required next day. Failing such notice, the worker shall be entitled to take the holiday and to receive a full week's wages.

(e) Subject to clause 24 (e) and 24 (f), weekly hands, ready and willing to work for the whole week and not dismissed during the week for any reason set out in this clause shall be entitled to a full week's wages.

#### 17.—Handling Heavy Articles.

Where a worker is called upon to handle, without proper mechanical appliances, any one article in such a manner as to require him to exert a lift of over two hundred weight (2 cwt.) an extra worker shall be provided.

#### 18.—Time and Wages Book.

Each employer shall provide a time and wages book to be kept in a place where it is easily accessible to both the employer and the worker. Such book shall show the name of the worker, the time he starts and finishes work each day, the number of hours worked by and the wages and overtime paid to each worker and his signature for same. The employer and the worker shall be severally responsible for the proper posting of such book daily, except in the case of milk carters, when the book may be posted weekly. Such book shall be open on one day in each week, during working hours, to inspection by the secretary of the Union or any other person authorised in writing by him: Provided that an employer may at his option in lieu of a time book, provide a mechanical clock for the purpose of recording and starting and finishing times of workers, in which case a record of the number of hours worked each day by each worker, and the wages and overtime paid to such worker, shall be entered on a card or check (used in connection with such clock), which shall be signed by the worker on receipt of wages each week. The employer and the worker shall be severally responsible for the correct keeping daily of such card or check, which shall be open to inspection in the same manner as the time and wages book beforementioned.

#### 19.—Travelling and Camping Allowances.

(a) Except as hereinafter provided, a worker engaged on work from which he is unable to return to his home at night, shall be paid for such personal expenses as he reasonably incurs; but he shall be paid at the rate of 15/- per night at least.

(b) A worker engaged on work which requires him to live in a tent or hut shall be paid a camping allowance at the rate of £1 5s. per week.

(c) A worker prevented from returning with his turn-out to the depot or yard from which he started shall be paid any travelling expenses he has to incur and for the time he reasonably takes to get to his home beyond the time he would have taken to get to his home from the depot or yard.

(d) The above minimum payments shall not apply to a worker carting or driving from stations or similar places and who is supplied free of cost with food and/or accommodation.

(e) Any dispute as to whether a worker comes within the scope of this clause shall be determined by the Board of Reference.

#### 20.—Payment of Wages.

All wages shall be paid on either Wednesday, Thursday, or Friday of each week, but the day, once fixed, shall not be altered more than once in three (3) months, or without two (2) weeks' notice to the workers. Such pays shall be available within ten (10) minutes of the time the worker ceases duty, where it is practicable to pay the worker on pay day at the yard or depot. If not made available within the time through any fault or delay of the employer, or because the worker ceases work at a place which causes more than ten (10) minutes' delay, overtime shall be paid for any excess of the ten (10) minutes referred to. No employer shall hold more than two (2) days' wages in hand.

#### 21.—Mixed Functions.

A worker who is called upon to perform two (2) or more grades of work for more than two (2) hours on any day, shall be paid for the day at the grade for which the highest rate of wage is prescribed. Where the work for which the highest rate is prescribed does not exceed two (2) hours on any day, the worker shall be paid the highest rate for the actual time so worked.

#### 22.—Temporary Change of Stable, etc.

Where an employer transfers a worker, after he comes to work, from one stable, garage, yard or place situated more than two (2) miles distant from the stable, garage, yard or place at which he usually works, fares to and from such altered stable, garage, yard or place shall be allowed by the employer. If he is transferred temporarily to work at a stable, garage, yard or place which requires him to travel one mile or more from his home beyond the distance he usually travels, the fares to and from and excess time shall be paid for by the employer.

#### 23.—Proportion of Juniors.

(a) Juniors may be employed in the proportion of one junior to every five (5) adult drivers employed.

(b) Provided that, where less than five (5) adult drivers are employed, one junior driver may be employed.

(c) Provided also, that where no adult driver is employed, one junior driver may be employed.

(d) Provided further, that junior driver assistants may be employed in the proportion of one junior to every three (3) or fraction of the first three (3) adult drivers.

(e) When ascertaining the number of junior drivers and junior driver assistants to be allowed at the one time, the same adult drivers shall not be used twice in the calculations.

#### 24.—Annual Leave.

(a) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer: Provided that the period of leave shall, in the case of milk and/or cream carters, ice and/or ice-cream carters and ice loaders be three and two-thirds (3-2/3) weeks or where such workers work a five (5) day week, three and three-fifths (3-3/5) weeks: Provided also that the period of leave shall, in the case of milk and/or cream carters, if required, generally speaking to work continuously seven (7) days in the week, be three and four-sevenths (3-4/7) weeks. Such leave shall be given to and taken by the worker within six (6) months of becoming due, unless the Union or the Board of Reference approves of an extension of this period.

(b) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid: Provided that this subclause shall not apply to milk carters, cream carters, ice carters, ice loaders, and ice-cream carters.

(c) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service: Provided that, in the case of ice and/or ice-cream carters and ice loaders, such payment shall be eleven thirty-sixths (11/36ths) of a week's pay at the ordinary rate of wage: Provided also that, in the case of milk and/or cream carters such payment shall be twenty-five eighty-fourths (25/84ths) of a week's pay at the ordinary rate of wage.

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

(e) On any public holiday not prescribed as a holiday under the Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.

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

(g) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

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

#### 25.—Board and Lodging.

Except in the case of parent and son, or retail milk carters, no worker shall board or lodge with his employer in or on his premises. Where a worker boards and/or lodges with his employer in accordance with this clause, the employer shall be permitted to deduct from the wages of such worker for board an amount equal to twenty per cent. (20 per cent.) of the male Basic Wage and for lodging an amount equal to seven and one half per cent. (7½ per cent.) of the male Basic Wage.

#### 26.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising

out of or in the course of his employment, or for any accident, wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

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

(d) Notwithstanding the provisions of sub-clause (c) hereof, a worker who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

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

#### 27.—General.

(a) (i) During the first working week that an adult worker is employed by the employer as a driver, the employer shall be permitted to reduce the prescribed wage to the basic wage whilst the worker is learning the round.

(ii) During the first working week that a junior worker is employed by an employer as a driver the employer shall be permitted to reduce the prescribed wage by fifty per cent. (50 per cent.) whilst the worker is learning the round. Provided that this subclause shall apply only where the worker learning the round is accompanied by some other person for the purpose of teaching such worker the round.

(b) No junior under nineteen (19) years of age shall be allowed to drive or be in charge of more than one horse in the cities of Perth or Fremantle.

(c) Workers shall be provided free by the employer with all shovels, ropes, gear and other tools necessary for the loading and unloading of goods or material on to or from any vehicle. Workers shall be responsible for such gear and tools and where any such article is lost, destroyed, or damaged through the negligence of the worker, he shall pay the cost of such article to the employer; for this purpose the cost may be deducted from any wages due to the worker.

(d) Each worker, with the exception of milk, cream, ice or ice-cream carters and loaders, shall be entitled to holidays as defined, and all carters and drivers shall be entitled to a half-holiday from the hour of 1.0 p.m. on some working day in the week, except where a five (5) day week is worked: Provided that, where milk and/or cream carters do not, generally speaking, work continuously seven (7) days in the week, they shall be entitled to holidays as defined.

#### 28.—Definitions.

For the purposes of this Award:—

- (a) "Junior" shall mean any person under the age of twenty (20) years in receipt of less than the adult wage.
- (b) "Casual hand" shall mean a worker competent to do the work he is engaged to do, who is dismissed or refused work without any fault of his own, before the expiration of one (1) working week from the date he starts work.

- (c) "Horse-driver's assistant" and "motor-driver's assistant" shall mean and include any worker who accompanies the driver to assist in loading, unloading or delivering.
- (d) "Loaders" shall mean and include all workers engaged mainly in loading or unloading any goods, wares, merchandise, or materials on to or from any vehicle.
- (e) "The Union" shall mean and refer to the Transport and Motor Operators Union of Workers, Perth.
- (f) "Saturday" for the purpose of this Award, means either Saturday or the other day or days on which the half-holiday is at present observed, or, in the case of a five (5) day week, the day or days on which the whole holiday is observed in particular industries or districts.
- (g) "Yardmen" shall include all adult workers, not otherwise specified, employed in or in connection with a stable, garage or yard.
- (h) "Horse" shall mean any beast of burden, except bullocks.
- (i) "Night washer" shall mean a washer who works twelve (12) hours or more in any week between the hours of 6.0 p.m. and 7.0 a.m. from Monday to Saturday and between 10.0 p.m. Sunday and 7.0 a.m. on Monday.
- (j) "Shift worker" shall mean a worker who changes his starting and finishing times in alternate weeks and works twelve (12) hours or more (before 7.0 a.m. and/or after 6.0 p.m. on Monday to Friday, inclusive and 1.0 p.m. on Saturdays) in one of such weeks.
- (k) "Night Worker" shall mean a worker who is not a shift worker, and works 12 hours or more before 7.0 a.m. and/or after 6.0 p.m. on Monday to Friday, inclusive, and after 1.0 p.m. on Saturday in any one week.
- (l) "Offensive material" shall mean a bone dust, bones, blood manure, dead animals, offal including that which is carted from hotels and restaurants or other places in kerosene tins, green skins, raw hides and sheep skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), spent oxide, hair and fleshings, soda ash, muriate of potash, sheeps' trollers (known as "pie") stable cow or pig manure, meat meal, liver meal, blood meal, T.N.T. and any other material which the Board of Reference shall decide from time to time is offensive material. The Board of Reference may delete any material from this definition.
- (m) "Dirty material" shall mean the following when loaded or unloaded (except by tipping) by the carter—coal, coke briquettes, plumbago, graphite, black lead, manganese (excluding the article known as ferro, or iron manganese), lime, "Comaidai" lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, "Quickardo" cement, superphosphate (in second-hand and/or farmer's own bags), dicalcic phosphate, yellow ochre, red ochre, charcoal, empty flour bags, super cel in jute bags, stone dust, refuse and/or garbage from ships in port, street sweepings, when carted as a full load and any material or a particular load thereof which the Board of Reference may decide to be dirty. The Board of Reference may delete any material from this definition.
- (n) "Livestock" shall mean horses, cattle, sheep, pigs and goats.

- (o) "Capacity" shall mean the maximum load the vehicle is permitted to carry in accordance with the license issued in connection therewith under the Traffic Act: Provided that where the vehicle is not so licensed "capacity" shall mean the capacity attributed to the vehicle by the maker or seller thereof.

#### 29.—Board of Reference.

(a) A Board of Reference is hereby appointed for the purposes of the Award. Such Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

- (i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (ii) Deciding any other matter that the Court may refer to such Board from time to time.

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

#### 30.—Junior Worker's Certificate.

Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full.  
(ii) Age and date of birth.

(a) The certificate shall be signed by the worker.

(b) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

#### PART II.

This part operates only North of the 27th parallel of south latitude.

#### 31.—Wages.

Subject to clause 32 hereof, the minimum weekly wage to be paid to and received by all workers shall be as follows:—

|   | Per Week.                        |
|---|----------------------------------|
|   | £ s. d.                          |
| (a) Basic Wage—   |                                  |
| Outside the South-West Land Division but North of the 27th Parallel of South Latitude                       | 13 7 10                          |
|   | Margin over Basic Wage Per Week. |
| (b) Adult Males—  | £ s. d.                          |
| (i) Loaders, washers (except can washers), yardmen, horse-driver's assistants and motor driver's assistants | 14 0                             |
| (ii) Horse drivers (one horse)  | 1 3 6                            |
| (iii) Horse drivers (two horses)  | 1 16 0                           |
| (iv) Driver of motor cycle with sidecar or motor tricycle used for the purpose of carting goods             | 1 4 6                            |
| (v) Motor drivers of vehicles not exceeding twenty-five (25) cwt. capacity                                  | 1 16 0                           |

Margin over Basic Wage Per Week.

(b) Adult Males—*continued.*      £ s. d.

|   |        |
|---|--------|
| Exceeding twenty-five (25) cwt. and not exceeding three (3) tons capacity   | 2 6 0  |
| Exceeding three (3) tons and under six (6) tons capacity  | 2 16 0 |
| For each complete ton over five (5) tons capacity two shillings and sixpence (2s. 6d.) additional margin.   |        |
| Drivers of loaded motor wagons (except tractors) draw-a loaded trailer also (not to include a mechanical horse) two shillings and sixpence (2s. 6d.) per day extra. |        |
| (vi) Drivers of articulated vehicles not exceeding eight (8) tons capacity  | 3 9 0  |
| Exceeding eight (8) tons capacity for each complete additional ton, two shillings and sixpence (2s. 6d.) additional margin.   |        |
| (vii) Driver of mechanical horse with or without a trailer  | 3 9 0  |
| (viii) Night washers  | 1 17 6 |
| (ix) Drivers of—  |        |
| Tractors on tracks, while using power operated attachments  | 3 0 0  |
| Loader—front end, back end and overhead   | 3 0 0  |
| Loader—mechanical bucket type—truck or tractor mounted  | 2 10 6 |
| Tractors—other than those hereinbefore referred to  | 2 6 0  |
| Power Grader  | 3 5 6  |
| Front-end Loader—pneumatic tyres  | 2 10 6 |
| Mobile Crane  | 2 10 6 |
| Fork Lift   | 2 10 6 |
| Tow Motors  | 1 12 6 |

#### (c) Junior Workers—

|                                 | Per Cent. of Basic Wage. |
|---------------------------------|--------------------------|
| If under 17 years               | 60                       |
| If 17 and under 18 years of age | 70                       |
| If 18 and under 19 years of age | 85                       |
| If 19 and under 20 years of age | 90                       |

#### 32.—Extra Rates.

(a) Casual hands shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed in clause 31.

(b) All persons coming into contact with tarred road metal, hot bitumen, tarred blocks of spreading tar or hot bitumen, shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(c) Drivers who handle money during any week or portion of a week as part of their duties and account for it shall be paid in addition to the rate of wage prescribed by clause 31, as follows:—

|   | £ s. d. |
|---|---------|
| For any amount up to £10                                | 2 0     |
| For any amount handled over £10 but not exceeding £100  | 6 0     |
| For any amount handled over £100 but not exceeding £300 | 10 0    |
| For any amount handled over £300 but not exceeding £500 | 15 0    |
| For any amount handled over £500                        | 1 0 0   |

The term "money" used herein shall be deemed not to include cheques.

(d) Retail milk carters shall be paid seven shillings and sixpence (7s. 6d.) per week in addition to the rates prescribed in clause 31. This payment shall be included in any calculations for the purpose of clause 47 (Annual Leave).

(e) Shift workers shall be paid at the rate of five per cent. (5%) in excess of the rates prescribed by clause 31 hereof. Shift workers who are casual hands shall also be paid the amount prescribed in paragraph (a) hereof.

(f) Workers carting carbon black, except when packed in sealed metal containers, shall be paid five shillings (5s.) per day or part thereof.

(g) Workers carting offensive material (as defined) shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(h) Workers carting dirty material (as defined) shall be paid one shilling (1s.) per day extra.

(i) Workers carting second-hand furniture, except to or from a dealer, auction mart or repairer, shall be paid one shilling (1s.) per day extra.

(j) Workers carting livestock (as defined) shall be paid one shilling (1s.) per day extra.

(k) A driver who is required to act as salesman of goods in his vehicle shall be paid two shillings (2s.) per week extra.

(l) Leading hand appointed as such by the employer shall be paid 1s. 6d. per day extra.

(m) The extra rates payable under this clause shall not be included for the purpose of calculating overtime.

(n) Where an extra rate is provided under items (b), (f), (g), (h), (i) or (j) of this clause, it shall supersede any lesser extra amount contained in these items, which otherwise would have been liable for payment.

### 33.—Meal Times.

All workers shall have a break of at least one hour for a meal during each working day.

### 34.—Overtime.

(a) All time worked in excess of forty (40) hours in any week shall be deemed overtime and subject to subclause (b) hereof shall be paid for in addition to the ordinary weekly or casual wage at the rate of time and a half.

(b) Where two or more workers are employed on the same vehicle and driving and resting is done in relays, the time so occupied in any week in excess of forty (40) hours shall stand alone and be paid for at ordinary rates and shall not be taken into account in the calculation of the weekly wage or overtime in any way whatever.

(c) Notwithstanding anything contained in this Award:—

(i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement;

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

### 35.—Hours.

The hours of duty shall be forty (40) per week.

### 36.—Five Day Week.

Except where a seven (7) day week is to be worked, an employer, when engaging any worker, shall state definitely whether such worker is to work on the basis of a five (5) or six (6) day week. Failing such notice the worker shall be deemed to be employed on the basis of a six (6) day week.

An employer desiring to change the basis of any worker from a six (6) day week to a five (5) day week or vice versa, shall give one (1) week's notice of such intended change to the worker concerned.

### 37.—Sunday Work.

For all time of duty on Sundays, with the exceptions hereinafter mentioned, payment, in addition to the weekly wage, shall be made at the rate of double time.

The exceptions referred to are:—

- (a) milk carters;
- (b) drivers feeding and attending horses;
- (c) night washers after 10.0 p.m.
- (d) cream carters,

provided that, for all time of duty in the case of ice carters and ice loaders, payment in addition to the weekly wage shall be made at the rate of time and a half.

Provided further that work which finishes by 1.30 o'clock a.m. on Sunday shall be deemed to be part of the Saturday shift.

### 38.—Holidays.

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

(b) All time of duty on such holidays shall stand alone and be paid for in addition to the weekly wage at the rate of ordinary time. Any worker required to work on a holiday shall be paid at least half a day's pay at holiday rates.

(c) The provisions of this clause shall not apply to milk carters, cream carters, ice carters, ice loaders, or ice cream carters.

(d) The provisions of this clause shall not apply when a worker is granted a period of annual leave of three weeks and four days in accordance with the provisions of Clause 47 hereof: Provided that if any one or more of the days referred to in subclause (a) of this clause are granted as holidays, the period of three (3) weeks and four (4) days annual leave specified in subclause (a) of clause 47 hereof shall be reduced accordingly.

### 39.—Contract of Employment.

(a) Employers shall, when engaging workers, state definitely whether such worker is engaged as a weekly or casual hand. Failing such notice, the worker shall be deemed to be engaged as a weekly employee.

(b) One week's notice at any time on either side shall be required before the engagement of any but a casual worker shall be determined: If an employer or a worker fails to give the required notice one week's wages shall be paid or forfeited: Provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders, misconduct, carelessness in the performance of his duties, or if, after receiving one week's notice, he does not carry out his duties in the same manner as he did prior to such notice: Provided also, that except for the reasons mentioned in the first proviso to this clause the engagement shall not be terminated by any notice expiring within a week of the Christmas or Easter holidays, if it is intended to re-engage the worker immediately or very shortly after the holidays mentioned, and men in permanent employment shall not be changed to casual workers within one week of the Christmas or Easter holidays.

Notice given every week to determine the employment without any intention to determine the employment at the end of the week, but only with a view to dismissing men at any time, shall not be deemed notice for the purpose of this Award unless given during any strike which affects the employer's business.

(c) Casual hands shall be notified at the end of the day if their services are not required next day. Failing such notice, a full day's wages shall be paid.

(d) Employers shall notify their workers, other than casual workers, on the working day preceding a holiday if their services are required next day. Failing such notice, the worker shall be entitled to take the holiday and to receive a full week's wages. This subclause shall not apply where a worker is granted annual leave of three (3) weeks and four (4) days.

(e) Subject to Clause 47 (e) and 47 (f), weekly hands ready and willing to work for the whole week and not dismissed during the week for any reason set out in this clause shall be entitled to a full week's wages.

#### 40.—Handling Heavy Articles.

Where a worker is called upon to handle, without proper mechanical appliances, any one article in such a manner as to require him to exert a lift of over two hundredweight (2 cwt.) an extra worker shall be provided.

#### 41.—Time and Wages Record.

Each employer shall provide a time and wages book to be kept in a place where it is easily accessible to both the employer and the worker. Such book shall show the name of the worker, the time he starts and finishes work each day, the number of hours worked by and the wages and overtime paid to each worker and his signature for same. Such book shall be posted weekly, or to suit the convenience of the employer's business at the completion of each trip, and the employer and the worker shall be severally responsible for the proper posting of such book. Such book shall be open on one day in each week, during working hours, to inspection by the Secretary of the Union or any other person authorised in writing by him. Provided that an employer may at his option in lieu of a time book provide a mechanical clock for the purpose of recording the starting and finishing times of workers, in which case a record of the number of hours worked each day by each worker, and the wages and overtime paid to such worker, shall be entered on a card, or check (used in connection with such clock), which shall be signed by the worker on receipt of wages each week. The employer and the worker shall be severally responsible for the correct keeping of such card or check, which shall be open to inspection in the same manner as the time and wages book before-mentioned.

#### 42.—Travelling Allowances.

Workers engaged on work from which they are unable to return to their homes at night shall be paid such personal expenses as they reasonably incur. A worker prevented from returning with his turnout to the depot or yard from which he starts shall be paid any travelling expenses he has to incur and for the time he reasonably takes to get to his home from the depot or yard.

#### 43.—Payment of Wages.

All wages shall be paid at least once each fortnight.

#### 44.—Mixed Functions.

A worker who is called upon to perform two (2) or more grades of work for more than two (2) hours on any day, shall be paid for the day at the grade for which the highest rate of wage is prescribed. Where the work for which the highest rate is prescribed does not exceed two (2) hours on any day, the worker, shall be paid the highest rate for the actual time so worked.

#### 45.—Temporary Change of Stable.

Where an employer transfers a worker, after he comes to work, from one stable, garage, yard or place situated more than two (2) miles distant from the stable, garage, yard or place at which he usually works, fares to and from

such altered stable, garage, yard or place, shall be allowed by the employer. If he is transferred temporarily to work at a stable, garage, yard or place which requires him to travel one mile or more from his home beyond the distance he usually travels, the fares to and from and excess time shall be paid for by the employer.

#### 46.—Proportion of Juniors.

(a) Juniors may be employed in the proportion of one junior to every five (5) adult drivers employed.

(b) Provided that, where less than five (5) adult drivers are employed, one junior driver may be employed.

(c) Provided also, that where no adult driver is employed, one junior driver may be employed.

(d) Provided further, that junior driver assistants may be employed in the proportion of one junior to every three (3) or fraction of the first three (3) adult drivers.

(e) When ascertaining the number of junior drivers and junior driver assistants to be allowed at the one time, the same adult drivers shall not be used twice in the calculations.

#### 47.—Annual Leave.

(a) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer: Provided that the period of leave shall, in the case of milk and/or cream carters, ice and/or ice-cream carters and ice loaders be three and two-thirds (3-2/3rds) weeks or where such workers work a five (5) day week, three and three-fifths (3-3/5ths) weeks: Provided also that the period of leave shall, in the case of milk and/or cream carters, if required, generally speaking, to work continuously seven (7) days in the week, be three and four-sevenths (3-4/7ths) weeks: Provided further, that if at the option of the employer, workers are not granted holidays as prescribed in Clause 38 hereof, the period of leave shall be three (3) weeks and four (4) days. Such leave shall be given to and taken by the worker within six (6) months of becoming due, unless the Union or the Board of Reference approves of an extension of this period.

(b) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid: Provided that this subclause shall not apply to milk carters, cream carters, ice carters, ice loaders, and ice-cream carters, or to workers who receive three (3) weeks and four (4) days annual leave (or such other period as may be determined in accordance with the provisions of subclause (d) of Clause 38 hereof).

(c) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service: Provided that, in the case of ice and/or ice-cream carters and ice loaders, such payment shall be eleven thirty-sixths (11/36ths) of a week's pay at the ordinary rate of wage: Provided also that, in the case of milk and/or cream carters such payment shall be twenty-five eighty-fourths (25/84ths) of a week's pay at the ordinary rate of wage: Provided further that where a worker would otherwise be granted a period of three (3) weeks and four (4) days annual leave (or such lesser period as may be determined in accordance with the provisions of subclause (d) of Clause 38 hereof) such payment shall be one-twelfth (1/12th) of such three (3) weeks and four (4) days' pay (or such lesser amount).

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

(e) On any public holiday not prescribed as a holiday under the Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

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

(g) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

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

#### 48.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

(e) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but not longer from the end of the year in which it accrues.

#### 49.—General.

(a) (i) During the first working week that an adult worker is employed by the employer as a driver, the employer shall be permitted to reduce the prescribed wage to the basic wage whilst the worker is learning the round.

(ii) During the first working week that a junior worker is employed by the employer as a driver, the employer shall be permitted to reduce the prescribed wage by fifty per cent. (50%) whilst the worker is learning the round.

Provided that this subclause shall apply only where the worker learning the round is accompanied by some other person for the purpose of teaching the worker the round.

(b) Workers shall be provided free by the employer with all shovels, ropes, gear and other tools necessary for the loading and unloading of goods or material on to or from any vehicle. Workers shall be responsible for such gear and tools and where any such article is lost, destroyed, or damaged through the negligence of the worker, he shall pay the cost of such article to the employer; for this purpose the cost may be deducted from any wages due to the worker.

(c) Each worker, with the exception of milk, cream, ice or ice-cream carters and loaders, shall be entitled to holidays as defined, and all carters and drivers shall be entitled to a half-holiday from the hour of 1.0 p.m. on some working day in the week, except where a five (5) day week is worked: Provided that, where milk and/or cream carters do not, generally speaking, work continuously seven (7) days in the week, they shall be entitled to holidays as defined.

#### 50.—Definitions.

For the purposes of this Award—

(a) "Junior" shall mean any person under the age of twenty (20) years in receipt of less than the adult wage.

(b) "Casual hand" shall mean a worker competent to do the work he is engaged to do, who is dismissed or refused work without any fault of his own, before the expiration of one (1) working week from the date he starts work.

(c) "Horse-driver's assistant" and "motor-driver's assistant" shall mean and include any worker who accompanies the driver to assist in loading, unloading or delivering.

(d) "Loaders" shall mean and include all workers engaged mainly in loading or unloading any goods, wares, merchandise, or materials on to or from any vehicle.

(e) "The Union" shall mean and refer to the "Transport and Motor Operators' Union of Workers, Perth."

(f) "Yardmen" shall include all adult workers, not otherwise specified, employed in or in connection with a stable, garage or yard.

(g) "Horse" shall mean any beast of burden, except bullocks.

(h) "Night washer" shall mean a washer who works twelve (12) hours or more in any week between the hours of 6.0 p.m. and 7.0 a.m., from Monday to Saturday and between 10.0 p.m. Sunday and 7.0 a.m. on Monday.

(i) "Shift worker" shall mean a worker who changes his starting and finishing times in alternative weeks and works twelve (12) hours or more (before 7.0 a.m. and/or after 6.0 p.m. on Monday to Friday, inclusive, and 1.0 p.m. on Saturdays) in one of such weeks.

(j) "Offensive material" shall mean bone dust, bones, blood manure, dead animals, offal, including that which is carted from hotels and restaurants or other places in kerosene tins, green skins, raw hides and sheep skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), spent oxide, hair and fleshings, soda ash, muriate of potash, sheeps' trotters (known as "pie"), stable cow or pig manure, meat meal, liver meal, blood meal, T.N.T., and any other material which the Board of Reference shall decide from time to time is offensive material. The Board of Reference may delete any material from this definition.

(k) "Dirty material" shall mean the following when loaded or unloaded (except by tipping) by the carter—coal, coke briquettes, plumbago, graphite, black lead, manganese (excluding the article known as ferro, or iron manganese) lime

"Comaidai" lime, tallite, limil, plaster, plaster of paris, red oxide, zinc oxide, "Quickardo" cement, superphosphate (in second-hand and/or farmers' own bags), dicalcic phosphate, yellow ochre, red ochre, charcoal, empty flour bags, super cel in jute bags, stone dust, refuse and/or garbage from ships in port, street sweepings, when carted as a full load and any material or a particular load thereof which the Board of Reference may decide to be dirty. The Board of Reference may delete any material from this definition.

(l) "Livestock" shall mean horses, cattle, sheep, pigs and goats.

(m) "Capacity" shall mean the maximum load the vehicle is permitted to carry in accordance with the license issued in connection therewith under the Traffic Act: Provided that where the vehicle is not so licensed "capacity" shall mean the capacity attributed to the vehicle by the maker or seller thereof.

#### 51.—Board of Reference.

(a) A Board of Reference is hereby appointed for the purposes of the Award. Such Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

(i) adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of the Award or any of them;

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

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

#### 52.—Junior Worker's Certificate.

Junior workers shall furnish the employer with a certificate showing the following particulars:—

(i) Name in full.

(ii) Age and date of birth.

(a) The certificate shall be signed by the worker.

(b) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated in this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

#### 53.—District Allowances.

In addition to the wages prescribed in Clause 31 hereof, workers employed at depots situated in the following districts shall be paid allowances as specified hereunder:—

|   | Per Week. |
|---|-----------|
|   | s. d.     |
| (i) North of the 27th parallel of South Latitude but South of the 26th parallel   | 8 6       |
| (ii) North of the 26th parallel of South Latitude but South of the 24th parallel  | 12 0      |
| (iii) North of the 24th parallel of South Latitude but South of the 17th parallel | 15 0      |
| (iv) North of the 17th parallel of South Latitude                                 | 19 0      |

In witness whereof this Award has been signed by the Conciliation Commissioner this 23rd day of September, 1957.

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

#### SCHEDULE OF RESPONDENTS.

1. Australian Glass Manufacturers Co. Pty., Ltd., 37 Kensington Street, East Perth.
2. Adelaide Timber Co. Pty., Ltd., 95 Forrest Street, Kalgoorlie.
3. Aherns Pty., Ltd., 622 Hay Street, Perth.
4. Ah Sam and Co., 101 James Street, Perth.
5. Albany Transport Service, York Street, Albany.
6. Allan, John, Ltd., 79 Canning Highway, South Perth.
7. Allen and Brimage, 37 Forrest Street, Kalgoorlie.
8. Arcus Pty., Ltd., Cr. Aberdeen and Palmerston Streets, Perth.
9. Armadale-Kelmscott Co-Operative Society, Limited, Jull Street, Armadale.
10. Armoured Escort, Ltd., Forrest Place, Perth.
11. Armstrong, E. J., 22 Wheatley Street, Manjimup.
12. Armstrong, Harry, Pty. Ltd., 201a Murray Street, Perth.
13. Atkins (W.A.), Ltd., 894 Hay Street, Perth.
14. Atkinson, Sydney Motors, Ltd., 20-40 Terrace Drive, Perth.
15. Atlas Engineering Co. Pty., Ltd., 3 South Street, Fremantle.
16. Australian Blue Metal, Ltd., C.M.L. Buildings, St. George's Terrace, Perth.
17. Australian Flag Store, 147 Hannan Street, Kalgoorlie.
18. Australian Sandalwood Co., Ltd., 69 King Street, Perth.
19. Bairds Pty., Ltd., Murray Street, Perth.
20. Balm Paints Pty., Ltd., Jones Street, East Fremantle.
21. Barker, Wm. and Co., 78 Brookman Street, Kalgoorlie.
22. Barnards Pty., Ltd., 162 Colin Street, West Perth.
23. Barnett Bros. Pty., Ltd., 203 Hay Street, Perth.
24. Barrett and Radley Pty., Ltd., Moora.
25. Barrow Linton Pty., Ltd., 761 Wellington Street, Perth.
26. Bateman, J. and W., Ltd., Hay Street, Perth.
27. Bateman, M. J. Pty., Ltd., Milligan Street, Perth.
28. Bawden, W. J., 245 Marine Terrace, Geraldton.
29. Bays Transport Service, Ltd., 215 Hay Street, Subiaco.
30. Beavis Bros., Northam.
31. Bell Bros. Pty., Ltd., 117 Swan Street, Guildford.
32. Bell, R. and Co., 29 Stirling Terrace, Albany.
33. Berger, Lewis & Sons W.A. Pty., Ltd., Scarborough Beach Road Osborne Park.
34. Berry, Henry & Co. (A/Asia), Ltd., Wellington Street, Perth.
35. Berryman & Langley, Ltd., Metropolitan Markets, Perth.
36. Bevan, A., King Road, Albany.
37. Bingley Bros., 47 Wittenoom Street, Boulder.
38. Bishop & Rees, Albany.
39. B.K.W. Co-op., Ltd., Austral Terrace, Katanning.
40. Blackwood Flax Co-op. Co., Ltd., Boyup Brook.
41. Blowes, A. & Son, 17 Regent Street, Leederville.
42. Boans, Ltd., Murray Street, Perth.
43. Bolt, C. E. Pty., Ltd., 50 Stirling Street, Albany.
44. Boltons, Ltd., Cr. Sutherland & Stone Streets, Perth.



45. Borthwick, Thos. & Sons (A/Asia), Ltd., Deepwater Jetty, Albany.
46. Boyup Brook Co-op. Co., Ltd., Boyup Brook.
47. Brady, H. B. & Co. Pty., Ltd., Cr. Aberdeen and Charles Streets, West Perth.
48. Bradford Kendall, Ltd., Island Street, South Fremantle.
49. Brand, George & Coy, 29 Egan Street, Kalgoorlie.
50. Brice, A. G., 38 Cliff Street, Fremantle.
51. Brine, A. T. & Sons, Ltd., Yorkshire House, St. George's Terrace, Perth.
52. Brisbane, H. L. & Wunderlich, Ltd., Lord Street, Perth.
53. British General Electric Co. Pty., Ltd., Murray Street, Perth.
54. Britten, Ted, 12 Forrest Street, Collie.
55. Brown & Sauer, 118 Hannan Street, Kalgoorlie.
56. Browne's Dairy, Ltd., 299 Charles Street, North Perth.
57. Bryant & Waters, 80 Stirling Street, Perth.
58. Bulloch's Transport, 80 Wittenoom Street, East Perth.
59. Burrige & Warren, Ltd., 69 King Street, Perth.
60. Bushells, Ltd., 17 Queen Victoria Street, Fremantle.
61. Cadd, Frank Co. Pty., Ltd., 213 Murray Street, Perth.
62. Calthrop Bros. (W.A.) Pty., Ltd., Rear 40-42 William Street, Perth.
63. Cass Case Co. Pty., Ltd., 362 Newcastle Street, Perth.
64. Ceiloyd, Ltd., 152 Havelock Street, West Perth.
65. Central Provisions Stores Pty., Ltd., 252 Cambridge Street, Wembley.
66. Chamberlain Industries, Ltd., Welshpool Road, Welshpool.
67. Chapman & Jose, 86 Francis Street, Geraldton.
68. Charlie Carter, Ltd., 556 Hay Street, Perth.
69. Churcher, F. W. & Co. Pty., Ltd., 18 Mouatt Street, Fremantle.
70. C.I.G. (W.A.) Pty., Ltd., Hay Street West, Subiaco.
71. City Case Factory Pty., Ltd., 30 John Street, West Perth.
72. City Towel Supply Co., 430 William Street, Perth.
73. Clarke, T. & Co., 234 Aberdeen Street, West Perth.
74. Clarke, P. H., 45 Douglas Avenue, South Perth.
75. Clarksons (W.A.) Pty., Ltd., 883 William Street, Perth.
76. Cleasby, W., Duke Street, Toodyay.
77. Cockburn Cement Pty., Ltd., Manufacturers' Building, 212 Adelaide Terrace, Perth.
78. Coastal Transport, 12 Franklin Street, Leederville.
79. Colfix Emulsified Bitumen Products, 584 Hay Street, Subiaco.
80. Collie Industrial Co-op. Society, Ltd., Steere Street, Collie.
81. Collie Coal & Woodyard, 1 Rae Street, Leederville.
82. Cook, G. W., Albany Highway, Albany.
83. Cooper, E. J. (Harvey Transport Co.), Pinner Street, Harvey.
84. Co-operative Bulk Handling, Ltd., 569 Wellington Street, Perth.
85. Co-operative Wholesale Services, Ltd., 569 Wellington Street, Perth.
86. Cornelius Naylor & Co., 485 Newcastle Street, West Perth.
87. Cotton Traders of Aust., 93 Planet Street, Carlisle.
88. Cowans Pty., Ltd., John Street, Welshpool.
89. Craiks (1933) Pty., Ltd., 180 Guildford Road, Maylands.
90. Cuming Smith & Mount Lyell Farmers Fertilisers, Limited, 133 St. George's Terrace, Perth.
91. Cyclone Co. of Aust., Ltd., Brown Street, East Perth.
92. Dairymen Industrial Union of Employers, W.A.—Retail, 11-12 First Floor, A.M.P. Chambers, Perth.
93. Dalgety & Co., Ltd., 15 William Street, Perth.
94. Daly Bros., 11 Cliff Street, Fremantle.
95. Daniel, L., 137 Eighth Avenue, Maylands.
96. Davey, G. H., Beach Street, Fremantle.
97. Davidson, H. W., Ltd., 49 Brookman Street, Kalgoorlie.
98. Dawson Harrison Pty., Ltd., 122 Barrack Street, Perth.
99. Della, J., 95 Throssell Street, Collie.
100. Denmark Co-op. Co., Ltd., Denmark.
101. Denning, H. E., Strickland Street, Bunbury.
102. Diamond Ice & Cool Storage Co., Ltd., Donovan Street, Osborne Park.
103. Dickenson, J. H. & Son, 5 Mouatt Street, Fremantle.
104. Dinsdale Bros., Firewood Contractors, Woorloo.
105. Dixon Bros. Pty., Ltd., 27 Baden Street, Mount Hawthorn.
106. Dorsett Motors Pty., Ltd., 24 Stephen Street, Bunbury.
107. Drabble, Ltd., W., Bay View Terrace, Claremont.
108. Drew Robinson & Co. Pty., Ltd., 134 Stirling Terrace, Albany.
109. Dunbrik (W.A.), Ltd., Braebrise Road, Cannington.
110. Dunlop Rubber Aust., Ltd., 424 Murray Street, Perth.
111. Economic Dry Cleaners, Station Street, Cannington.
112. Economic Stores, Hay Street, Perth.
113. Elder Smith & Co., Ltd., 113 St. George's Terrace, Perth.
114. Fairweather & Son, W., 7 Howard Street, Perth.
115. Faulding & Co., Ltd., F. H., 307 Murray Street, Perth.
116. Federal Tinware Manufacturing Pty., Ltd., 30 Roe Street, Perth.
117. Felton, Grimwade & Bickford, Ltd., 297 Murray Street, Perth.
118. Fernie, R., 126 Hannan Street, Kalgoorlie.
119. Flanagan, R. H. Pty., Ltd., 21 Henry Street, Fremantle.
120. Fletchers Transport Co., 26 Cliff Street, Fremantle.
121. Foggitt Jones Pty., Ltd., Clayton Street, Bellevue.
122. Fong, Sydney & Co., 193 Marine Terrace, Geraldton.
123. Food Products of Aust. Pty., Ltd., Industrial Area, Welshpool.
124. Ford Motor Co. (Aust.) Pty., Ltd., North Fremantle.
125. Fowler, D. & J., Ltd., 38 Henry Street, Fremantle.
126. Foy & Gibsons (W.A.), Ltd., Hay Street, Perth.
127. Freecorns Pty., Ltd., 30 Adelaide Street, Fremantle.
128. Fremantle Cold Storage Co. Pty., Ltd., 42 Beach Street, Fremantle.
129. Fremantle Fishermans Co-operative Society, Ltd., Fishmarket Jetty, Fremantle.

130. Fremantle Providoring Co. Pty., Ltd., 7 Leake Street, Fremantle.
131. Fremantle Steam Laundry Co., Hicks Street, North Fremantle.
132. Gadsden, J. Pty., Ltd., Vaughan Street, North Fremantle.
133. Galvin, Roy & Co., 231 William Street, Perth.
134. Gandy, A. L., Collier Street, Manjimup.
135. Gardner Bros., Metropolitan Markets, Perth.
136. Gascoyne Trading Pty., Ltd., Robinson Street, Carnarvon.
137. General Motors Holdens, Ltd., Buckland Avenue, Mosman Park.
138. Gills Transport Service Pty., Ltd., 12 Cantonment Street, Fremantle.
139. Golden Gleam Fish Processing Co., Pty., Ltd., Augustus Street, Gerladton.
140. Goldfields Cordial Co., Ltd., Richardson Street, Boulder.
141. Goldsbrough Mort & Co., Ltd., 162 St. George's Terrace, Perth.
142. Goode Durrant & Murray, Ltd., 39 William Street, Perth.
143. Gordon & Gotch A/Asia, Ltd., 136 Parry Street, Perth.
144. Gordons The Poulterers, 123 Stirling Highway, Nedlands.
145. Goudie, T. H., 51 Monmouth Street, Mt. Lawley.
146. Gramp, G. & Sons, Ltd., 381 Murray Street, Perth.
147. Gray, David & Co., Ltd., 10 Railway Parade, West Perth.
148. Great Southern Ice Works, Narrogin.
149. Great Southern Roller Flour Mills, Ltd., Stirling Highway, North Fremantle.
150. Great West Processed Foods, 176 Sutherland Street, West Perth.
151. Green, Frank & Son, Marine Terrace, Geraldton.
152. Green, H. M., Robinson Street, Carnarvon.
153. Grieve & Piper Pty., Ltd., 28 Mouatt Street, Fremantle.
154. G.S.R. Mineral Water Co. Pty., Ltd., Stead Road, Albany.
155. Hanrahan, J. E., Mount Street, Manjimup.
156. Hardie, James & Co. Pty., Ltd., Welshpool.
157. Harman, T. W., 7 Woolwich Street, Leederville.
158. Harper, Robert & Co., Ltd., Phillimore Street, Fremantle.
159. Harris Bros., 86 James Street, Perth.
160. Harris Scarfe & Sandovers, Ltd., 691 Hay Street, Perth.
161. Harrison, W. S., North Street, Denmark.
162. Harrold & Murray, Shepperton Road, Victoria Park.
163. Hart, S. W. & Co., 103 Fitzgerald Street, Perth.
164. Haulage Ltd., 26 Smith Street, East Perth.
165. Hawkins, J. & Son Pty., Ltd., 150 Claisebrook Road, East Perth.
166. Hayward, Thos. Pty., Ltd., Stephen Street, Bunbury.
167. Hearn Bros. & Stead, 346 Albany Highway, Victoria Park.
168. Hedland Transport & Agency Pty., Ltd., 179 St. George's Terrace, Perth.
169. Henriques, F. A. (Perth), Ltd., 402 Murray Street, Perth.
170. Hercules Crane & Haulage Pty., Ltd., Irvine Street, Bayswater.
171. Herdsman, W. E., Wellington Street, Perth.
172. Hicks, J. A. & Co. Pty., Ltd., Hannan Street, Kalgoorlie.
173. Hodgson & Cranston Pty., Ltd., Boulder Road, Kalgoorlie.
174. Holmes, Richard & Co. Pty., Ltd., 328 Murray Street, Perth.
175. Home of Good Shepherd Laundry, Tate Street, Leederville.
176. Hood, C. Bert Pty., Ltd., 485 Murray Street, Perth.
177. Hood, H., 697 Albany Highway, Victoria Park.
178. Hough, J. G. & Son, Ltd., Albert Road, Bunbury.
179. Houlahans, 32 Thompson Road, North Fremantle.
180. Humes Ltd., Upham Street, Subiaco.
181. Hume Steel, Ltd., Salvado Road, Wembley.
182. Hunt's Canning Co. Pty., Ltd., South Street, Albany.
183. Ideal Dairies Pty., Ltd., 116 Solomon Street, Fremantle.
184. Industrial Extracts, Ltd., 169 Havelock Street, West Perth.
185. Industrial Plating Co. Pty., Ltd., 186 Sutherland Street, Perth.
186. Industrial Products of Australia Pty., Ltd., 7 Sherwood Court, Perth.
187. Inglewood Modelling Works Pty., Ltd., Walter Road, Inglewood.
188. Instone, F. & Co., Essex Street, Fremantle.
189. International Harvester Co. of Aust. Pty., Ltd., Jones Street, Hilton Park.
190. Inverarity, J. H. Pty., Ltd., 23 Quarry Street Fremantle.
191. Jackson, M. & Co., 113 Collins Street, Kalgoorlie.
192. Jandakot Wool Scouring Co., Ltd., Jandakot.
193. Jason Industries, Ltd., Welshpool Road, Welshpool.
194. Jason Metal Furniture, Ltd., Welshpool Road, Welshpool.
195. Jessop, L. & Co., 25 Boulder Road, Kalgoorlie.
196. Johnsons Bagwash Laundry Pty., Ltd., Industrial Area, Welshpool.
197. Johnston, Arthur Pty., Ltd., Stirling Terrace, Albany.
198. Johnson, F. B., Haulage Contractor, Carnarvon.
199. Jones Bros., 19 Stirling Highway, North Fremantle.
200. Jones, H. A. W. Pty., Ltd., 19 Cantonment Street, Fremantle.
201. Jordan, Jim, 65 George Street, Geraldton.
202. Joyce Bros (W.A.) Pty., Ltd., Forsyth Street, O'Connor.
203. Kalgoorlie Bottle Exchange, 212 Egan Street, Kalgoorlie.
204. Kasely's, Ltd., 223 Stirling Highway, Claremont.
205. Katanning Flour Mills, Ltd., Katanning.
206. Keirle, S. A. & Co. Pty., Ltd., 29 McMillan Street, Victoria Park.
207. Kelly, W. P. H., 69 Stockley Road, Bunbury.
208. Kiernan, James Pty., Ltd., 168 Railway Parade, West Leederville.
209. Killerbeys Pty., Ltd., Busselton.
210. Kingston, H. J., Denmark.
211. Kirby, J. A., Steere Street, Bridgetown.
212. Kitchen, J. & Sons Pty., Ltd., 69 Thompson Road, North Fremantle.
213. Knight, D. M., Harvey.
214. Krasnostein, J. & Co. Pty., Ltd., 231 Bulwer Street, Perth.
215. Kwinana Construction Group (1956) Pty., Ltd., 14 High Street, Fremantle.
216. Lazarus, E. S. & Co. (W.A.), Ltd., 442 Murray Street, Perth.
217. Lightburn & Co., Ltd., 396 Murray Street, Perth.

218. List, F. & Sons Pty., Ltd., 91 Central Avenue, Maylands.
219. Little, H. C. & Co. Pty., Ltd., 895 Hay Street, Perth.
220. Little Sisters of the Poor, Glendalough Street, Leederville.
221. Litis Bros. Super Market, 25 Archer Street, Carlisle.
222. Long, C. R., Phillimore Street, Fremantle.
223. Lucas, W. J., Ltd., 36 Milligan Street, Perth.
224. Ludlow, R. & Co., 56 Railway Parade, West Perth.
225. Lynas Motors Pty., Ltd., 960 Hay Street, Perth.
226. MacRobertson (W.A.), Ltd., 7 Sutherland Street, West Perth.
227. McCays General Store, Hampton Street, Bridgetown.
228. McCormick Kirkby Pty., Ltd., 247 Stirling Highway, Claremont.
229. McGregor Transport Co., Helena Street, Midland Junction.
230. McGuire, J. P., 194 Loftus Street, Leederville.
231. McKay, H. V. Massey Harris Pty., Ltd., Caledonian Avenue, Maylands.
232. McLean Bros. & Rigg, Ltd., 104 Murray Street, Perth.
233. McNally & Reid Pty., Ltd., Mills Street, Queens Park.
234. Malloch Bros., Ltd., 50 William Street, Perth.
235. Maloney, G., 398 Newcastle Street, Perth.
236. Manfred, Frank Pty., Ltd., 43 Cliff Street, Fremantle.
237. Manjimup Trading Co., Manjimup.
238. Markey, A. J., Toodyay.
239. Marsden, J. T., Geraldton.
240. Masters Dairy Pty., Ltd., 158 Stirling Highway, Claremont.
241. Matheson, Gordon Pty., Ltd., 298 Oxford Street, Leederville.
242. Matthews, Syd., Blackwood Road, Kojonup.
243. Metters, Ltd., 847 Hay Street, Perth.
244. Michelides, Ltd., 1 Lake Street, Perth.
245. Midland-Guildford Co-op., Ltd., 108 Terrace Road, Guildford.
246. Mills & Ware Biscuits Pty., Ltd., South Terrace, South Fremantle.
247. Milne, W. H. & Co., Welshpool Road, Welshpool.
248. Minerals (Perth) Pty., Ltd., 10 Tamar Street, East Perth.
249. Missen & Mills, 44 Barnfield Road, Claremont.
250. Monarch Laundry Pty., Ltd., 637 Newcastle Street, Leederville.
251. Mooney, R. N., Metropolitan Markets, Perth.
252. Moore, Chas. & Co., Hay Street, Perth.
253. Moore, R. & Sons, 60 Short Street, Perth.
254. Moore, W. D. & Co., Keegan Street, O'Connor.
255. Morris & Co., 103 Pier Street, Perth.
256. Moullin, J. H. & Co., Ltd., 105 St. George's Terrace, Perth.
257. Mount Hawthorn Modelling Works (1941) Pty., Ltd., 112 Shakespeare Street, Mt. Hawthorn.
258. Mumzone Products (W.A.), Ltd., Railway Parade, Cannington.
259. Nancarrow, T. O., General Carrier, Pinjarra.
260. National Fisheries (1947) Pty., Ltd., Metropolitan Markets, Perth.
261. National Trading Co. Pty., Ltd., 78 Railway Parade, West Perth.
262. Nestle's Food Specialities (Aust.), Ltd., 236 Railway Parade, West Leederville.
263. Newbold, Thomas, 62 Pakenham Street, Fremantle.
264. Newport, G., Hampton Street, Bridgetown.
265. New York Dry Cleaners, 239 Newcastle Street, Perth.
266. Nicholson's, Ltd., 86 Barrack Street, Perth.
267. Noonan, E., 63 Salisbury Street, Maylands.
268. North, R. P. Co. Pty., Ltd., 749 Wellington Street, Perth.
269. North-West Transport Co., Carnarvon.
270. Northam Dry Cleaners, 193 Fitzgerald Street, Northam.
271. Nu-Tred Tyres (W.A.) Pty., Ltd., 10 Milligan Street, Perth.
272. Ocean Canning Co., 22 Mouatt Street, Fremantle.
273. Oceania Trading Exchange, 27 Arundel Street, Fremantle.
274. Ogden's, Manjimup.
275. O'Hara, L. V. & Co., 21 Mouatt Street, Fremantle.
276. Old and Cornish, Albion Street, Katanning.
277. Oxwell, A. V., 49 Petra Street, East Fremantle.
278. Page Carrying Co., 65 Francis Street, Perth.
279. Parsons Pty., Ltd., Stock Road, Hilton Park.
280. Pascoe & Son, 14 Cassidy Street, Kalgoorlie.
281. Patten, T. J., Stirling Terrace, Toodyay.
282. Pauley Bros. Forrest Street, Boulder.
283. Peacock & Masters, 33 Charles Street, Maylands.
284. Peakes Department Store, Queen Street, Busselton.
285. Pearse Bros., Ltd., Swan Street, North Fremantle.
286. Penfolds Wines Pty., Ltd., 109 James Street, Perth.
287. Perron Bros. Pty., Ltd., 228 Great Eastern Highway, Rivervale.
288. Perron & Sons, Ltd., 47 Welshpool Road, Welshpool.
289. Perth Jarrah Mills Pty., Ltd., 49 Charles Street, Perth.
290. Perth Modelling Works Pty., Ltd., Claisebrook Road, East Perth.
291. Peter Pan Tiles Pty., Ltd., Briggs Street, Welshpool.
292. Peters Ice Cream (W.A.), Ltd., 110 Roe Street, Perth.
293. Piercy, R. & Co. Pty., Ltd., North Lake Road, Melville.
294. Plaimar, Ltd., 169 Havelock Street, West Perth.
295. Plaistowe & Co., Ltd., 155 Havelock Street, West Perth.
296. Plunketts Building Pty., Ltd., 98 Smith Street, Perth.
297. Porter, Howard, 26 South Terrace, Fremantle.
298. Posselt, R. J. & Co., Goomalling Road, Northam.
299. Poultry Growers of W.A. Co-operative Society, Ltd., Railway Crescent, Welshpool.
300. Premier Markets, 98 Brookman Street, Kalgoorlie.
301. Prevost & Co. (Pty.), Ltd., 52 Marine Terrace, Fremantle.
302. Prior, J. T. & Sons, 42 Henry Street, Fremantle.
303. Purcell, J. V., Cape Street, Osborne Park.
304. Purina Grain Foods (W.A.), Ltd., 3 Harvest Road, North Fremantle.
305. Rance, H. & Son, 478 Hay Street, Subiaco.
306. Raphaels Pty., Ltd., 891 Hay Street, Perth.
307. Ready Mixed Concrete (W.A.) Pty., Ltd., Burswood Parade, Rivervale.
308. Reeves, N. O., Spencer Street, Albany.

309. Replacement Parts, Ltd., 115 Adelaide Terrace, Perth.
310. Rheem Australia Pty., Ltd., 144 Carrington Street, Fremantle.
311. Rhodes, D. F. D. Pty., Ltd., Tate Street, Welshpool.
312. Richards, A. & Co., 1369 Albany Highway, Cannington.
313. Robinson, H. A. Pty., Ltd., 143 Guildford Road, Bayswater.
314. Robinson, W. & Sons, 52 Matlock Street, Mt. Hawthorn.
315. Robur Tea Co., 359 Beaufort Street, Perth.
316. Rodgers, E. & S. B., 53 Forrest Avenue, South Bunbury.
317. Rogers Bros., 74 Fitzgerald Street, Northam.
318. Roots, S. & Son, Lower Stirling Terrace, Albany.
319. Rosenstamm Pty., Ltd., 61 King Street, Perth.
320. Rossiter's Store, Geddes Street, Victoria Park.
321. Rowleys Pty., Ltd., Fremantle Office, 50 Market Street, Fremantle.
322. Rumbles, Ltd., 12 Aberdeen Street, Perth.
323. Russell's Transport & Agencies, Ltd., 403 Newcastle Street, Perth.
324. Ryan & Ryan Hire Cars, 100 Pier Street, Perth.
325. Sadleir, R. C. Pty., Ltd., 78 Stirling Street, Perth.
326. Samson, Lionel & Son Pty., Ltd., 31 Cliff Street, Fremantle.
327. Sanitarium Health Food Co., 445 Murray Street, Perth.
328. Sara & Cook Pty., Ltd., 482 Murray Street, Perth.
329. Savory, A. E.; Peacock Street, Kojonup.
330. Scanlan & Simper Pty., Ltd., Municipal Markets, Fremantle.
331. Scarborough Transport, 154 Brighton Road, Scarborough.
332. Scott, T. D., 180 Boulder Road, Kalgoorlie.
333. Scutter Bros., James Street, Kellerberrin.
334. Seppelt, B. & Sons, Ltd., 5 Pakenham Street, Fremantle.
335. Shanks, W., Cartage Contractor, Onslow.
336. Sheed's Cash Store, Hannan Street, Kalgoorlie.
337. Sherry's Pty., Ltd., 136 Victoria Street, Bunbury.
338. Simmons, S., Cartage Contractor, Onslow.
339. Sims, Albert G., Ltd., Price Street, Subiaco.
340. Slater, B. K., 41 Amber Street, Katanning.
341. Smiths Stores Pty., Ltd., Hampton Street, Bridgetown.
342. Smith & Hebbard, 107 South Street, Beaconsfield.
343. Smith Allan & Co., 104 St. George's Terrace, Perth.
344. Snashall Bros. Pty., Ltd., 13 Marita Road, Claremont.
345. Somes-Warwick Pty., Ltd., 65 Francis Street, Perth.
346. Sorrento Macaroni Products, 72 Lake Street, Perth.
347. Spicers (Aust.) Pty., Ltd., 38 Roe Street, Perth.
348. Stammers & Sons, 265 Canning Highway, Palmyra.
349. Stanbridges, 285 Lord Street, Perth.
350. Standard Lime & Stone Co., 97 Outram Street, West Perth.
351. Standard Tile Co., 515 Hay Street, Subiaco.
352. Stevens, H. J., 131 Boulder Road, Kalgoorlie.
353. Stevenson & Holland, 15 Pakenham Street, Fremantle.
354. Stewarts & Lloyds (Distributors) Pty., Ltd., Stirling Highway, North Fremantle.
355. Stodart & Co., 88 Maritana Street, Kalgoorlie.
356. Stokes, P. J. Pty., Ltd., 18 Roydhouse Street, Subiaco.
357. Structural Engineering Co. of W.A. Pty., Ltd., Welshpool.
358. Stubbs Bros., 26 Symmonds Street, Bunbury.
359. Sumpton & Son, Phillimore Street, Fremantle.
360. Sunny West Co-operative Dairies, Ltd., Symmonds Street, Bunbury.
361. Swan Block Co. Pty., Ltd., Scarborough Beach Road, Osborne Park.
362. Swan Portland Cement, Ltd., Rivervale.
363. Swan Providoring Co. Pty., Ltd., 34 Cliff Street, Fremantle.
364. Sweeny, Noel Pty., Ltd., 17 Pakenham Street, Fremantle.
365. Symonds, E., 95 James Street, Perth.
366. Thomas & Co. (W.A.), Ltd., Cottesloe Avenue, Cottesloe.
367. Thomson's Pty., Ltd., 789 Hay Street, Perth.
368. Thompson, R. T., 141 Anzac Terrace, Bassendean.
369. Tippett's, Ltd., 100 Hannan Street, Kalgoorlie.
370. Tip Top Paints W.A. Pty., Ltd., 575 Newcastle Street, West Perth.
371. Tomlinson Steel, Ltd., Planet Street, Carlisle.
372. Tropical Traders & Patersons, Ltd., 96 Queen Victoria Street, Fremantle.
373. Tsakalos, J. D. & Co., Sholl Street, Roebourne.
374. Turner, G. E., Leslie Street, Albany.
375. Turner, W., 9 Maritana Street, Kalgoorlie.
376. Union Stores (W.A.), Ltd., 41-45 High Street, Fremantle.
377. Vickers Hoskins Pty., Ltd., Railway Parade, Bassendean.
378. Victor Glass & Hardware Pty., Ltd., 644 Albany Highway, Victoria Park.
379. W.A. Flour Mills, Ltd., 286 Aberdeen Street, Perth.
380. W.A. Honey Pool, Stuart Street, West Perth.
381. Wakelam Bros., 28 Sutherland Street, Perth.
382. W.A. Netting & Wire Co., Ltd., 50 William Street, Perth.
383. W.A. Produce Co., 109 Oxford Street, Leederville.
384. Warren Co-op. Co., Ltd., Manjimup.
385. Warren Transport Service, 55 Giblett Street, Manjimup.
386. Washing Bros., 35 Eaton Street, North Perth.
387. Watson, D., Tudhoe Street, Wagin.
388. Watson's Foods Pty., Ltd., Hamilton Road, Spearwood.
389. Wesfarmers Tutt Bryant Pty., Ltd., Railway Avenue, Bassendean.
390. West Australian Boot Manufacturing Co., 274 Newcastle Street, Perth.
391. Western Australian Potato Marketing Board, Metropolitan Markets, Perth.
392. W.A. Rope & Twine Co., Pty., Ltd., Mosman Park.
393. Western Australian Worsted & Woollen Mills, Ltd., Albany.
394. Westella Canning Pty., Ltd., 22 Mouatt Street, Fremantle.
395. Western Australian Egg Marketing Board, 39 Marquis Street, West Perth.
396. Western Hygienic Transport Co. Pty., Ltd., 58 Swan Street, North Fremantle.
397. Western Ice Co., 110 Roe Street, Perth.
398. Western Preserving Co., 17 Samson Street, East Perth.

399. Western Tyre Depot (1937), Ltd., 989 Hay Street, Perth.
400. Westralian Farmers Co-operative, Ltd., 569 Wellington Street, Perth.
401. Westralian Soaps, Ltd., Bracks Street, North Fremantle.
402. Wigmores, Ltd., 613 Wellington Street, Perth.
403. Wilcox Moffin, Ltd., 119 South Terrace, Fremantle.
404. Williams, R. O., Seventh Road, Armadale.
405. Wills, George & Co., Ltd., 133 St. George's Terrace, Perth.
406. Wills, G. & R. & Co., Ltd., 573 Wellington Street, Perth.
407. Wills, John & Co. Pty., Ltd., 15 Berwick Street, Victoria Park.
408. Wills, John (Bunbury) Pty., Ltd., 58 Victoria Street, Bunbury.
409. Wills, W. D. & H. O. (Aust.), Ltd., 468 Murray Street, Perth.
410. Wilson & Johns Pty., Ltd., 74 Barrack Street, Perth.
411. Wilson Gray & Co. Pty., Ltd., 215 Newcastle, Perth.
412. Wine, S., 114 Terrace Drive, Perth.
413. Winterbottom Motor Co., Ltd., 199 St. St. George's Terrace, Perth.
414. Wood, G. Son & Co. (W.A.) Pty., Ltd., 352 Murray Street, Perth.
415. Woolcott, E. G., 4 Cleaver Street, West Perth.
416. Worths Dry Cleaners, 592 Hay Street, Jolimont.
417. Wotzko, C. J., Wellington Street, Perth.
418. Wray, T. M., 10 Swanbourne Street, Fremantle.
419. Wrights, Ltd., 609 Wellington Street, Perth.
420. Wyper Howard Pty., Ltd., 671 Hay Street, Perth.
421. Zimpel, W., Ltd., 797 Hay Street, Perth.

#### Liberty to Apply.

Liberty is reserved to any party to apply to include any or all of the following as respondents to this award:—

- Bradford Insulation W.A., Ltd.
- Claude Neon, Ltd.
- Paper Wrapping, Ltd.
- Smith Copeland (W.A.) Pty., Ltd.
- Cheynes Beach Whaling Co., Pty., Ltd.
- West Australian Petroleum Pty., Ltd.
- Master Butchers Co-operative, Ltd.

### INDUSTRIAL AGREEMENT.

No. 9 of 1957.

Registered 25th September, 1957.

Replaces Industrial Agreement No. 20 of 1953 as amended by No. 37 of 1955.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 18th day of September, 1957, between the West Australian 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 of Agreement.

This Agreement shall operate from the 14th day of July, 1957, and shall remain in force for three (3) years from that date: Provided that, at any time after the expiration of the first twelve (12) months from that date, and after the expiration of any subsequent period of twelve (12) months, either party shall have the right to approach the Court of Arbitration to amend or vary the Agreement.

#### 2.—Arrangement.

1. Term of Agreement.
2. Arrangement.
3. Area and Scope of Agreement.
4. Interpretation.
5. Promotion.
6. Acting Work.
7. Retirement and Dismissal.
8. Qualifications.
9. Rates of Pay.
10. Protective Clothing.
11. Workers Performing Higher Duties.
12. Agreement not to Affect Present Wage.
13. Lodging Allowance.
14. Hamper Allowance.
15. Sunday Away-from-Home Station.
16. Held Away-from-Home Allowance.
17. Payment for Travelling Time.
18. Payment when Booked on Duty and not Required.
19. Minimum Time Off Duty.
20. Transfers.
21. Annual Leave and Holidays.
22. Extended Leave of Absence.
23. Absence Through Sickness.
24. Payment for Sickness.
25. Free Passes, Privilege Tickets, etc.
26. Season Tickets.
27. Hours of Duty and Overtime Payment.
28. Mileage Payments.
29. Shift and/or Night Work.
30. Overtime.
31. Week's Work.
32. Duty in Excess of Eight Hours.
33. Knowledge of Roads.
34. Examinations.
35. Preparing and Stabling Engines.
36. Special Shed Duty.
37. Discipline.
38. Charges Against Workers.
39. Secretary's Leave and Passes.
40. Union Notices.
41. Seniority List.
42. Appeal.
43. Preference to Unionists.
44. Board of Reference.
45. Alterations and Additions.

#### 3.—Area and Scope of Agreement.

This Agreement shall apply only to members of the Union employed by the Company in and about the working of the Midland Railway, and shall be binding upon the abovenamed parties, and shall operate over the whole of the Midland Railway. If electric or other power is installed as a substitute for steam haulage, members of the Union shall be employed to operate under the new power.

#### 4.—Interpretation.

"Worker" means a member of the Union employed as driver, fireman, trainee engineman, washoutman, washoutman's assistant, packer or trimmer.

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

Provided that if on a complaint being made it appears to a station officer that any barracks has not been properly attended, such barracks for the period during which it is not properly attended shall be classed as unattended.

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

"Main Depot" means a depot where six (6) or more locomotives are stationed.

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

"The Union" means the West Australian Midland Railway Employees' Industrial Union of Workers.

"Trainee Enginemen" shall where the context so admits include a cleaner not being trained as an engineman.

#### 5.—Promotion.

Promotion from Trainee Engineman to fireman and from fireman to driver shall be made—

- (a) automatically by reason of acting work, in accordance with the next succeeding clause; and
- (b) independently of acting work, as vacancies arise, according to seniority, combined with proficiency and good conduct; provided that the necessary examinations have been passed.

#### 6.—Acting Work.

(i) (a) A fireman or trainee engineman who has acted in the capacity of a driver or fireman respectively for 313 days, shall be appointed to the higher grade, and the date of such appointment shall, notwithstanding subsequent regression, be taken for the purpose of determining when advancements from class to class become due. To ascertain the number of days acting work performed by a worker, all acting work hereto or hereafter shall be counted and the total number of hours in the higher capacity shall be divided by six and two-thirds ( $6\frac{2}{3}$ rd).

(ii) For the purpose of maintaining the present order of seniority amongst the workers, the following provisions shall obtain:—

- (a) The Company shall, so far as practicable, arrange that firemen and trainee enginemen shall have the benefit of acting work according to seniority, and to that end shall transfer them from one depot to another, as may be necessary.
- (b) Subject as hereinafter provided, when a fireman or trainee engineman has qualified by acting work and is appointed to the higher grade under subclause (i) of this clause, each fireman or trainee engineman as the case may be, above him on the classification shall be deemed to have similarly qualified, and shall also be appointed to the higher grade: Provided, however, that the foregoing provision shall not apply to any fireman or trainee engineman who during the preceding twelve (12) months has lost the opportunity of himself getting the benefit of acting work by reason of his failure to accept a transfer from one depot to another.

(iii) A driver or fireman may, when traffic conditions so require be temporarily employed as a fireman or trainee engineman respectively, but whilst acting in the lower grade shall be paid the rate which he was receiving as driver or fireman respectively.

(iv) (a) A review of work performed in the advanced capacity during the previous three (3) months will be held at the close of March, June, September, and December in each year. Any adjustment of the staff, as provided for hereunder, to date from the eighth day after the close of each review period.

(b) The margin of acting time permissible in any quarter, without involving the question of promotion for the next quarter, shall be:—

- (1) Half full time, *viz.*:—286 hours per quarter for one fireman acting as driver.
- (2) Full time, *viz.*:—572 hours per quarter for one trainee engineman acting as fireman.

(c) The promotion of firemen to drivers and trainee enginemen to firemen respectively, when the permissible margin of acting time for the previous quarter has been exceeded, shall be made at the rate of one man for every unit of 572 hours (*i.e.*, full time) over the margin in each class. Fifty (50) per cent. or over of a broken unit to be reckoned at 572 hours; under 50 per cent. to be dropped.

(d) Regression of drivers to firemen and firemen to trainee enginemen respectively, when the permissible margin of acting work for the previous quarters has not been reached shall be made on the basis of—

- One driver to fireman, when acting time is less than 286 hours per quarter.
- One fireman to trainee engineman, when acting time is less than 572 hours per quarter.

(e) In the event of an abnormal decrease in the traffic to be handled in any one year, the margins provided for in paragraphs (iv) (b), (1) and (2), and (c) and (d), may be referred to a Board of Reference for review, and the Board shall have power to amend those margins, as it may deem fit.

(f) Each fortnight a return, showing the acting work performed during the previous two (2) weeks shall be supplied to the Secretary of the Union.

(v) Workers appointed under subclause (i) and (ii) hereof may be regressed: Provided the total amount of advanced capacity work performed during the two (2) weeks preceding that in which such appointments become due is less than the margin stipulated in subclause (iv); should the advanced capacity work performed for the same period be in excess of the margin provided in sub-clause (iv) appointment equal to such excess shall be retained; regressions under this subclause to be made within a fortnight of such appointments becoming due.

(vi) No driver or fireman in any class shall be regressed until all the drivers and firemen respectively in the classes (if any) below him shall have been similarly regressed. After such regression, and whilst doing work in the lower grade, the drivers and firemen so regressed shall be paid the maximum rates provided for firemen and trainee enginemen respectively; notice of intention to regress to be served on the Union.

#### 7.—Retirement and Dismissal.

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

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

(c) In the event of either the Company or the worker failing to give the prescribed notice, wages shall be paid or forfeited, as the case may be, to the extent by which the actual notice given falls short of the two (2) weeks' notice. Wages so forfeited by the worker may be deducted from any wages due to such worker up to the time of his leaving the service of the Company: Provided that where both parties agree to the acceptance of notice of less than two (2) weeks, no penalty shall be imposed.

## 8.—Qualifications.

(1) Engine Drivers.—No person shall be employed as a driver on the Midland Railway without the approval of the Head of the Branch. Such driver shall pass a satisfactory examination and hold a certificate from the Head of the Branch that he is competent. He must also have served as a fireman on the Midland Railway, or been employed as a driver or acting driver on other railways, either within or outside the service of the State Railways, unless in the opinion of the Head of the Branch there is no fully qualified worker available in the employ of the Midland Railway, when he shall report to the Company, who may thereupon authorise the appointment of such person or persons as may be deemed necessary; always provided that the Union shall receive due notice of any such proposed appointments.

(2) (a) Firemen.—No person shall be employed as a fireman on the Midland Railway without the approval of the Head of the Branch. Such fireman must first pass a satisfactory examination and hold a certificate from the Head of the Branch that he is competent; he must also have served as a trainee engineman on the Midland Railway, or have been employed as a driver, fireman, or trainee engineman on other railways within or outside the State of Western Australia: Provided always, that no person from outside the service of the Midland Railway shall be employed as fireman unless in the opinion of the Head of the Branch there is no worker in the employ of the Midland Railway fully qualified and available, when he shall report to the Company, who may thereupon authorise the appointment of such person or persons, as may be deemed necessary, always provided that the Union shall receive due notice of any such proposed appointments.

(b) No worker shall be permitted to act as fireman until he is twenty-one (21) years of age, unless in the opinion of the Head of the Branch the requirements of the service otherwise demand it.

(3) (a) Trainee Enginemen.—No candidate for the position of trainee engineman shall be admitted under seventeen and a half (17½) years of age, or over nineteen (19) last birthday.

(b) Each candidate for the position of trainee engineman shall require:—

- (i) to pass the Company's education test;
- (ii) to pass an examination by the medical officer of the Company that he is free from bodily or mental infirmity, the cost of such examination to be borne by the candidate;
- (iii) to pass the Company's test for vision, hearing and colour-sense;
- (iv) to supply three (3) testimonials of character from persons of good repute, Registrar's certificate of birth or extract of birth entry.

## 9.—Rates of Pay.

| Basic Wage—                   | Per Week. |
|-------------------------------|-----------|
|                               | £ s. d.   |
| Metropolitan Area ....        | 13 12 9   |
| South-West Land Division .... | 13 9 11   |

The following workers shall be paid the margins shown, the daily rate of eight (8) hours to be adjusted to the nearest penny:—

| (1) Trainee Enginemen—     | Per cent. of Basic Wage. |
|----------------------------|--------------------------|
| Under 18 years of age .... | 65                       |
| 18 years and under 19 .... | 75                       |
| 19 years and under 20 .... | 85                       |
| 20 years and under 21 .... | 95                       |

Plus a loading at the rate of one shilling and sixpence (1s. 6d.) per week.

Provided also that any trainee engineman whose rate of wage is computed as aforesaid and who has qualified to act as fireman shall be paid an additional amount of three shillings (3s.) per week.

Margin per week over Basic Wage.  
£ s. d.

|   |        |
|---|--------|
| 21 years and over ....  | 14 0   |
| Adult Trainee Engineman qualified to act as a fireman   | 17 0   |
| (2) Firemen—  |        |
| (a) First year ....   | 1 4 0  |
| Second year ....  | 1 10 0 |
| Third year ....   | 1 17 6 |
| Fourth year and thereafter  | 2 12 6 |
| (b) (i) A Fireman after four years' service as such and until the Company's examination has been passed, who for the most part of a shift works a steam train, shall be paid at a marginal rate of Sixty Shillings (60s.) per week for such shift.  |        |
| (ii) Fireman with five (5) years' service after appointment as firemen shall receive a margin of sixty-three shillings and sixpence (63s. 6d.) per week; provided that they have not failed to pass the Company's examination.  |        |
| (c) (i) Fireman (so classified) who in any week for most part of his rostered week's work works a passenger train (drawn by a steam or diesel locomotive) 65 miles or more in one direction   | 3 3 6  |
| (ii) Provided that any other fireman or trainee engineman acting as such who in any shift works any such train shall be paid therefor at the rate of six-tenths of a penny (6/10th d.) per hour in addition to his classified rate subject to a maximum margin under this provision of forty-three shillings (43s.) per week. |        |
| (d) Notwithstanding the provisions of this subclause (2), firemen who, at their own request, or for health or disciplinary reasons are regressed to the grade of shunting firemen, and are employed full time on shunting duties, shall be paid as follows:—  |        |
| First year ....   | 18 6   |
| Second year ....  | 1 6 0  |
| Third year and thereafter   | 1 13 6 |
| (3) Engine Drivers (including diesel rail car drivers and diesel locomotive drivers)—   |        |
| (a) First year ....   | 3 15 0 |
| Second year ....  | 4 10 0 |
| Third year ....   | 5 5 0  |
| Fourth year ....  | 6 0 0  |
| Fifth year and thereafter ....  | 6 15 0 |
| Provided that engine drivers who, at their own request, or for health or disciplinary reasons are regressed to the grade of shunting driver and are employed full time on shunting duties, shall be paid as follows:—   |        |
| First year ....   | 3 7 6  |
| Second year and thereafter  | 3 16 6 |
| (b) (i) Driver (so classified) who in any week for most part of his rostered week's work drives a passenger train (drawn by a steam or diesel locomotive) 65 miles or more in one direction ....  | 7 10 0 |

Margin per  
week over  
Basic  
Wage.  
£ s. d.

(3) Engine Drivers (including diesel rail car drivers and diesel locomotive drivers)—*continued*.

(c) (i) A driver, whilst acting as driver-in-charge of an out depot where six (6) or more workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers and in addition shall be paid forty shillings (40s.) per week.

(ii) A driver whilst acting as driver-in-charge of an out depot where less than six (6) workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers, and in addition, thirty-two shillings and sixpence (32s. 6d.) per week.

(iii) Provided that, on relinquishing the duties of a driver-in-charge, a driver shall revert to the wage margin he would have received had he not acted as driver-in-charge.

(d) No driver shall be entitled to promotion from one class to another unless he satisfactorily passes any examination or test required by the Head of the Branch.

(4) Washout men, packers and trimmers—

|                   |      |   |    |   |
|-------------------|------|---|----|---|
| During first year | .... | 2 | 4  | 0 |
| Thereafter        | .... | 2 | 14 | 0 |

|                              |      |   |   |   |
|------------------------------|------|---|---|---|
| (5) Washout men's assistants | .... | 1 | 4 | 0 |
|------------------------------|------|---|---|---|

#### 10.—Protective Clothing.

(a) Washoutmen, packers and trimmers and washoutmen's assistant appointed as such shall be supplied with one (1) pair of overalls per annum.

(b) Washoutmen and washoutmen's assistants appointed as such shall each be supplied with a pair of rubber boots and workers operating steam cleaner shall be provided with suitable protective clothing.

(c) Rubber boots shall be available for the use of packers and trimmers, when requested.

(d) Waterproof coats shall be available for the use of shed drivers and firemen, when requested.

(e) A trainee engineman employed at an out-depot who is regularly required to do raking-out and tubing for fifty per cent. (50%) or more of his working time in any one year shall be supplied with one suit of overalls per annum. "Any one year" shall mean twelve (12) months from date of transfer to any out-depot where this condition would apply.

#### 11.—Workers Performing Higher Duties.

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

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

(c) At main depots trainee enginemen shall not be employed on fueling or labouring work, except in cases of emergency. The raking out of ashpans of engines going on traffic on Sundays

at main depots may be performed by trainee enginemen provided that the work of raking out and tubing shall be done by the shed staff where such labour is now available.

(d) Should a trainee engineman at a running shed be called upon to assist in washing out engines he shall be paid the minimum rate prescribed for a fireman under the conditions in subclause (a) and all time so worked shall be classed as acting firing.

#### 12.—Agreement not to Affect Present Wage.

Nothing in this Agreement shall be construed to reduce the wage of any worker below the rate actually received by him on the date this Agreement is issued.

#### 13.—Lodging Allowance.

The following allowance shall be paid to workers covered by this Agreement booked off or temporarily lodging away from their home station:

(a) For the first thirty (30) hours or part thereof, the sum of eleven (11) shillings, where attended, and twelve (12) shillings, where unattended barracks are provided, and thirteen shillings and sixpence (13/6) where there are no barracks.

(b) After the first thirty (30) hours and up to seven (7) days the sum of ninepence (9d.) per hour and thereafter sevenpence halfpenny (7½d.) per hour provided that the reduction from ninepence (9d.) to sevenpence halfpenny (7½d.) shall only be made in cases where the worker shall be stationed for over seven (7) days in one place: Provided that a deduction of one shilling and tenpence (1s. 10d.) per day or night, with a maximum of nine shillings and twopence (9s. 2d.) per week, shall be made where attended barracks are provided, and a deduction of elevenpence (11d.) per day or night, with a maximum of four shillings and sevenpence (4s. 7d.) per week, shall be made where unattended barracks are provided. No such deductions shall be made if the worker returns to his home station within forty-four (44) hours.

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

(d) A worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or if already in receipt of a district allowance shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging. A day's allowance to be granted for the first thirty (30) hours or any part thereof, and each subsequent twenty-four (24) hours or part thereof; time to be calculated from time of departure from home station to time of departure from foreign station.

(e) Workers temporarily transferred for a period exceeding three (3) months, but which is not expected to exceed six (6) months, for the purpose of meeting seasonal or exceptional or temporary traffic, and not moving their permanent homes, will be paid a weekly allowance if married, of Four Pounds (£4) and if single Two Pounds (£2) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes.

Provided that, should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in the foregoing paragraph, shall in no case exceed the allowance payable under subclauses (a), (b) and (d).

(f) Where workers under the preceding subclause are employed on a series of works up and down the line and are provided with sleeping accommodation in vans, the removal of vans from one place to another will not be deemed to have altered their headquarters.



(g) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the Head of the Branch shall also have discretion to make any such additional allowance as may under the circumstances be justified.

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

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

#### Transfer Accommodation Allowance.

(a) Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available, they shall be paid the sum of Four Pounds (£4) 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 dependants and also others with dependents.

(b) Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case details of the expenses shall be submitted and all items in excess of five shillings (5s.) must be supported by receipted vouchers. Provided, however, that such payment shall be limited to a period of six (6) months and shall not exceed fifty shillings (50s.) per week.

#### 14.—Hamper Allowance.

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

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

(c) Any worker notified between 5 p.m. and 10 a.m. of a "Book off" job requiring him to come on duty between those hours shall receive an allowance of three shillings and sixpence (3s. 6d.) in addition to ordinary expenses. This provision shall also apply to any worker notified of a "Book off" job between 5 p.m. on the day preceding and 10 a.m. on the day following any public holiday on which grocery and butchers shops are closed, if required to come on duty between those hours. The provision shall also apply to any worker required to come on duty on a "Book off" job between 12 noon Saturday and 10 a.m. Monday, unless the worker is notified or word left at his place of residence before 11 a.m. on the Saturday.

(d) When any worker is rostered for a local shift and such shift is extended by not less than one hour beyond the time rostered when booking on duty such worker shall be paid three shillings and sixpence (3s. 6d.) for meal allowance.

#### 15.—Sunday Away-from-home Station.

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

#### 16.—Held Away-from-home Allowance.

(a) Any driver or fireman (or employee acting as such) who works and/or travels to a foreign station other than on temporary transfer and there is released from duty and who before sixteen (16) hours shall have elapsed from such release is not required to commence duty preparatory to his departure from such foreign

station for another station at which he is to be again released from duty shall be paid held away-from-home allowances as follows :—

- (i) If the period off duty exceeds sixteen (16) hours but does not exceed eighteen (18) hours—one (1) hour's payment.
- (ii) If the period off duty exceeds eighteen (18) hours but does not exceed twenty (20) hours, two (2) hours' payment.
- (iii) If the period off duty exceeds twenty (20) hours, two (2) hours' payment and in addition, but subject to sub-clause (b) hereof, payment for all time in excess of twenty (20) hours.

(b) The maximum amount payable as an allowance under the provisions of subclause (a) hereof shall be as for eight (8) hours in respect of any detention of thirty (30) hours or less which maximum shall be increased by fifteen minutes' payment for each subsequent hour (or portion thereof) beyond thirty hours (30) in any one period of detention.

(c) The amounts accruing due under sub-clauses (a) and (b) hereof may be counted towards the guaranteed week's work, but shall not be included for the purpose of overtime calculation.

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

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

#### 17.—Payment for Travelling Time.

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

(b) Any fireman travelling as a passenger going out to act as a driver or returning after having acted as a driver, and any trainee engine-man going out to act as a fireman, or returning after having acted as a fireman, shall receive payment for travelling time or waiting time at the minimum rate for the higher grade.

(c) Any worker who travels as a passenger from home depot to another depot, or *vice versa*, and is then booked off duty, and who has not been on duty prior to travelling, shall be allowed a minimum of two (2) hours from the time of booking on to the time of booking off duty.

Provided that unless such travelling time amounts to four hours or more it will not be counted as a shift for the purpose of clause 31.

(d) Sunday travelling time shall be paid at the rate of time and a half on the same conditions as on week days. The penalty rate payable under clause 26 (d) for work on Saturday shall not apply to travelling time on Saturday.

(e) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.; Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one day.

(f) A worker when travelling by sea, shall be entitled to a first class accommodation on the boat, and one-fourth (1/4th) only of the usual away-from-home allowances. Travelling time shall be paid at the ordinary rates: Provided that not more than eight (8) hours shall be paid for his travelling time in any one period of twenty-four (24) hours.

#### 18.—Payment when Booked on Duty and not Required.

(a) Any driver or fireman booked on duty but informed before leaving the shed with his engine that he is not required for work and who is only called upon to attend to his engine, shall be paid two (2) hours' pay at the rate applicable to that day, but may be called upon for further duty without any further prescribed period of rest as provided for in Clause 19 of this Agreement. Any driver or fireman who is booked on duty and is called upon to perform work other than attending to his engine or who has to go out on traffic, shall be allowed not less than four (4) hours' pay at the rate applicable to that day.

(b) Any driver or fireman booked up for duty, shall not be entitled to any allowance when at least two (2) hours' notice that he is not required has been left at his place of residence or barracks, as the case may be. Written notice left with person in charge of worker's place of residence will be deemed to be notice under this subclause.

(c) If a trainee engineman is brought on duty and it is found necessary before he has worked two (2) hours to book him off so that he may be available to take up duty as a fireman, he shall be paid a minimum of two (2) hours at the rate applicable to that day, but may be called upon for duty as fireman without the period of rest prescribed in subclause (f), Clause 19.

(d) A driver-in-charge brought on duty outside his rostered hours of duty for any purpose shall be paid a minimum of two (2) hours, or at overtime rates, whichever is the greater.

Provided that a driver-in-charge shall not be obliged to work for the two (2) hours if the work for which he has been brought on has been completed in less time. In such circumstances, the provisions of clause 19, subclauses (a) and (g) shall not apply. The provisions of this subclause shall not apply to drivers-in-charge engaged in engine operating.

(e) No worker shall be brought on duty on a Sunday for less than four (4) hours' work.

(f) Any worker rostered for duty on Sunday and informed that he is not required shall be paid two (2) hours at ordinary rates; Provided, however, this provision shall not apply when notice that he is not required has been left at the worker's place of residence at least four (4) hours before his rostered time of duty.

(g) Any worker brought on duty shall receive four (4) hours' pay at the rate applicable to that day except as provided for in subclauses (a), (b), (c) and (d) hereof.

#### 19.—Minimum Time Off Duty.

(a) Each driver and fireman shall be allowed off duty at home station for a minimum of twelve (12) hours, and at foreign stations for a minimum of eight (8) hours, except as provided hereunder.

(b) Engine men leaving home station for a foreign station which may entail booking off at a number of other stations before returning to home depot shall be booked off for twelve (12) and eight (8) hours alternatively: Provided that the first booking off may be for a minimum of eight (8) or twelve (12) hours as the Company may require: Provided further, that unless the worker is notified to the contrary prior to leaving his home station, the first booking off shall be for a period of twelve (12) hours.

(c) When engine men are required to do anything apart from their rostered run, the Company to apply the alternating rest period.

(d) In the event of a crew having been booked off at a foreign station for eight (8) hours and the Company finds it necessary to again book the same crew off on the return journey, the rest period on the second occasion to be twelve (12) hours, so that no crew will be booked off eight (8) hours twice in succession.

(e) When relieving at a foreign station or temporarily transferred the temporary station will for the purpose of this clause be treated as the home station for the first and each subsequent booking off thereat.

(f) After a trainee engineman, washout-man, washoutman's assistant, or worker acting in that capacity has gone off duty he shall be allowed ten (10) hours before coming on duty again; Provided that if a worker has been employed during part of the shift as a fireman, he shall be allowed rest period specified for firemen.

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

(h) No worker shall be called or booked up for duty, without having the prescribed period of rest while there is another qualified worker available who has had the prescribed rest.

(i) Each driver and fireman booked on duty after 9 p.m. and before 7 a.m. shall be called sufficiently long before coming on duty to enable him to get to the shed at the time booked. These provisions shall apply in the case of trainee enginemen booked on irregular shifts if a call boy is available.

(j) Drivers and firemen booked off duty at foreign station where there is a caretaker at the barracks shall be called for duty irrespective of the hour booked on. At stations where there is no caretaker they shall be called, if it can be conveniently arranged.

(k) Each driver and fireman on being booked off duty on arrival at any shed shall come on duty again at such time as provided hereinbefore, as he may be directed before leaving the shed, either verbally by the foreman or by the running sheet posted at the shed, except in cases of emergency, when drivers and firemen may be called upon to resume duty at any time.

(l) Drivers and firemen booked on rostered working between hours of 10 p.m. and 6 a.m. shall be given four (4) hours' notice of any alteration in their working, unless time does not permit such notice to be given.

(m) Should a driver or fireman not be able to ascertain before leaving the shed at his home station either from the foreman or from the running sheet when he shall be next required for duty he shall be free to assume that he will not be required for twelve (12) hours, and may make his private arrangements accordingly.

(n) Between the hours of 7 a.m. and 5 p.m. each driver and fireman after being booked off duty for twelve (12) hours shall make personal inquiry at the shed as to when he is next required for duty except when booked adjusting, in which case he shall be notified. Outside these hours he shall be notified at his place of residence at least two (2) hours before being required for duty; Provided that he shall have the specified period of rest, viz., twelve (12) hours before commencing duty. Written notice left with the person in charge of worker's place of residence will be deemed to be notice under this subclause.

#### 20.—Transfers.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer and if on inquiry it is found that a transfer can be arranged with another worker to suit the convenience of the Company, then he shall be retransferred. A worker transferring from one station to another over one (1) mile distant involving a change of residence shall—

(i) be paid not less than £10 (ten pounds) for a married man and £110s. (One pound ten shillings) for a single man. A married man who does not transfer his family shall be paid as a single man;

- (ii) be paid any further out-of-pocket expenses reasonably incurred when supported by receipts or vouchers;
- (iii) be granted free passes for himself and family (including those dependents mentioned in the interpretation of "married man" and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects including one (1) cow and not more than two (2) goats, where the train is provided with appropriate sleepers, and the worker's journey extends through the night, he and his family shall be supplied with sleeping berths. The Company shall be liable for all loss or damage to furniture in transportation caused by the negligence of its Officers or Employees.
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime, Saturday or Sunday time rates shall apply;
- (v) Married workers shall be allowed one (1) day for packing and one (1) day for unpacking (if necessary).

A married man who does not transfer his family shall be treated as a single man.

(b) Any worker who is transferred from one place to another to suit himself shall be entitled to the provisions of subclause (a) (iii) only.

(c) When practicable at least 28 days notice shall be given to a worker required to transfer permanently from one station to another. Unless at least ten (10) days' notice is given, expenses as per clause 13 shall be paid for each day by which the period of notice is less than ten (10) days provided however, that the prescribed notice of transfer shall not be waived unless the worker concerned is agreeable.

(d) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at another depot, for relief or other purposes for a lesser period he shall be paid lodging allowance as per clause 13.

## 21.—Annual Leave and Holidays.

(1) Annual Leave.—(a) Unless by mutual agreement between the Company and the Union to the contrary, workers after twelve (12) months' continuous service shall be granted annual leave on full pay as under:—

Drivers and Firemen, three (3) weeks.

Other workers two (2) weeks and two (2) days.

The whole of such annual leave shall be taken at the one time in each year: Provided that with the consent of the Company annual leave may be allowed to accumulate for two (2) years.

(b) Workers shall be paid for annual leave at the rate of pay they were drawing at or immediately before the time when such annual leave is taken.

(c) Every worker, after one (1) month's continuous service, shall be entitled to the foregoing annual leave in proportion as the length of service is to the appropriate period of annual leave.

(d) Every year prior to the thirty-first (31st) July, a statement shall be posted in each shed showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the thirtieth (30th) June each year, and only leave up to that date shall be granted each year, except in cases where leave has been allowed to accumulate.

(e) Workers are not to be booked on annual leave for more than (1) year in succession between thirtieth (30th) April and first (1st) September except at the request of the worker. Holiday lists are not to be departed from, except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

(f) With the approval of the Head of the Branch any worker may exchange dates with another.

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

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

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

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

(b) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time worked as if it were an ordinary working day and shall in addition be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date where the worker so agrees.

(c) Whenever a holiday falls on a Sunday workers shall not be granted a paid holiday except where that holiday is observed on the following Monday.

(d) If a public holiday as defined in subclause (a) falls on a week day within an employee's period of annual leave there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid, all holidays to be computed at eight (8) hours per day.

(e) A worker who returns to his home station or finishes a shift at his home station not later than 4 a.m. on any holiday and is not again booked on duty for that day shall be treated as having had a paid holiday.

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

(g) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, any holidays falling during such absence shall not be treated as a paid holiday.

Where the worker, however, is on or is available for duty on the work-day immediately preceding a paid holiday or resumes or is available for duty on the working day immediately following a holiday the worker shall be entitled to a paid holiday on such holiday.

## 22.—Extended Leave of Absence.

Any worker who has been two (2) years or more in the Service of the Company, may on application, be granted in addition to annual leave, extended leave of absence without pay, for a period not exceeding twelve (12) months. Failure on the part of a worker to return to his duty within the specified period of leave granted shall be regarded as a resignation and shall be so treated.

## 23.—Absence Through Sickness.

(a) Any worker, being unable to attend to his duty through sickness, shall notify the locomotive officer on duty at least three (3) hours before the time he is booked for duty, and he shall also satisfy the locomotive officer that he is unfit to attend to his duties, and, if called upon, shall provide a medical certificate that he is unable to perform his duties through sickness.

(b) Any worker so absent shall not again be booked up for duty unless he notifies the locomotive officer not later than 4 p.m. on any day that he is fit to resume and in such case there shall be no obligation to employ him until the following working day.

A worker who books off duty sick on afternoon shift who reports for duty before 10 a.m. on the following day shall be provided with work on that day.

(c) Any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

#### 24.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of the guaranteed week's work for each completed month of service; provided that payment for such absence through such ill-health shall be limited to one (1) week in each year ending 30th June, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the 30th June, each year, or at any time the worker leaves the service; in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

#### 25.—Free Passes, Privilege Tickets, etc.

(1) Free Passes—(a) After twelve (12) months, continuous service, workers shall be allowed annually free passes as specified hereunder:

All drivers and any ex-drivers who have been regressed (either through reduction in the number of drivers or for physical disability), firemen who hold driver's certificates, washout-men, packers and trimmers, one first-class station to station pass on the occasion of annual and/or long service leave to cover the full term of leave due; two (2) first-class privilege passes from one given station to another and return. All workers described above shall be granted first-class passes when travelling on transfer.

All other workers: one second-class station to station pass on the occasion of the annual and/or long service leave, to cover the full term of leave due: Provided that this pass may be changed to first-class on payment by the worker of half the additional fare at ordinary rates; two (2) first-class privilege passes from one given station to another and return, except during the Christmas, New Year and Easter holidays, when at the option of the Company the passes may be issued as second-class: Provided however that in the event of the worker owing to domestic arrangements desiring to return to his home, leaving his family at the holiday destination, the pass will be considered as available for return of the family, or a separate pass issued therefor. In addition to the worker the passes shall be available for his wife and members of his family under eighteen (18) years of age unmarried, unmarried daughters over eighteen years of age, and his parents provided they are resident with and dependent upon him for support. A widower with his child or children resident with him and who regularly employs a housekeeper may, at the discretion of the Company, be granted passes for such housekeeper; in like manner, an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

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

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

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

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station to station, for the term of such holidays: Provided that, should a worker not have given the requisite notice or obtained the consent of the Company to leave the service as provided for in clause 7 he shall forfeit all claims to any pass he would otherwise have been entitled to under the provisions of this clause.

(f) On production of a certificate from the General Secretary of the Railways Institute passes shall be issued on the Company's Railway to a worker for the sole purpose of attending approved classes at the Railways Institute.

(g) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch, for the purpose of obtaining medical attention.

(h) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight: Provided that the work upon which they are engaged will permit of their doing so.

No travelling time shall be paid: Provided also, that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(i) Free passes shall not apply to race or hired special, guaranteed specials, or special excursion trains within a fifty mile radius or when in the opinion of the station master at the station where the worker desires to commence his journey there is not ample room on the train.

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

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

The following shall be approved market towns:—

Midland Junction, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara, Walkaway.

(ii) By agreement between the parties any of the towns on the list may be omitted and any other towns may be added.

(b) A Board of Reference appointed pursuant to the provision of clause 44 of the Agreement may amend or vary the above list by the omission therefrom of any town mentioned, or the addition of any other town. Such amendment or variation may be made at the request of either party and upon proof to the satisfaction of the Board that it is just and reasonable, upon a consideration of the following facts and circumstances:—

- (i) The price of ordinary household commodities, including clothing, ruling in the town as compared with other places conveniently situated.
- (ii) The number of storekeepers operating in the town or district and the competition amongst them.
- (iii) The district allowances, if any, of the workers concerned.
- (iv) Any other fact or circumstances, to be specifically set forth in the decision, which in the opinion of the Board, renders an alteration desirable or necessary.

(5) Privilege Tickets.—After six (6) months' continuous service a worker shall be allowed privilege return tickets, first or second class, for himself, wife and members of his family under 18 years of age, also unmarried daughters over 18 years of age, and his parents: Provided that they are resident with and dependent upon the worker's earnings. The charge for privilege tickets to be half the single fare for the return journey, with a minimum of one shilling and sixpence (1s. 6d.) for adults and ninepence (9d.) for children.

(6) For the purpose of this clause a member of the family shall be deemed to be dependent, provided such member's income does not exceed three pounds (£3) 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.

#### 26.—Season Tickets.

Second class season tickets at half the ordinary season ticket rates shall on application be issued to any worker to enable him to travel between the place of occupation and the station nearest to which he resides.

#### 27.—Hours of Duty and Overtime Payment.

(a) All time (exclusive of Sunday time) worked in excess of forty (40) hours in the first five (5) shifts in any one week shall be paid at the rate of time and a half.

(b) All time worked in excess of eight (8) hours in any one of the first five (5) shifts in a week shall be paid for as under:—

First two (2) hours: Time and a quarter.  
Next two (2) hours: Time and a half.  
Thereafter: Double time.

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

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

(ii) Subject to the foregoing provision, all time worked on Sunday shall be paid at the rate of double time; all ordinary time worked on Saturdays by shift workers shall be paid at time and a half. For the purpose of this subclause, "shift workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

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

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

(f) Workers other than enginemen shall not be required to work more than five (5) hours without being booked off for a meal or allowed a crib time.

(g) In the case of enginemen working on shunting engines, an interval of twenty (20) minutes for crib shall be arranged between the third and fifth hours of duty, without deduction of pay.

(h) In the case of enginemen on the road, it shall be understood that, when the running of their own train is not unduly delayed and the running of other trains which their own train may meet or cross is not interfered with, an interval of not less than 15 minutes for crib between the third and fifth hours of duty shall be allowed without deduction of pay.

A second meal break of not less than 15 minutes shall be allowed after a worker has been on duty nine hours when it is reasonably expected that such duty will continue for at least a further hour.

(i) The Company shall guarantee to each worker a full week's work of forty (40) hours exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its workers, or for any cause beyond its control, it is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

(j) Two employees of the Company (such workers to be members of and to be nominated by the Union) shall be permitted to attend the Company's half-yearly time table conference as representatives of the Union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time table could be avoided. The workers so acting shall be paid by the Company ordinary wages, travelling time, and expenses as provided in this Agreement.

#### 28.—Mileage Payments.

(a) Mileage payments on the following scale shall be made in respect of trains carrying passengers, except where only steam motive power is used, on distances exceeding 140 miles—

|  | Hours. | Minutes. |
|--|--------|----------|
| Over 140 miles and up to and including 155 miles | 8      | ...      |
| Over 155 miles and up to and including 170 miles | 8      | 45       |
| Over 170 miles and up to and including 185 miles | 9      | 30       |
| Over 185 miles and up to and including 200 miles | 10     | 15       |
| Over 200 miles and up to and including 215 miles | 11     | 15       |

(b) The basis for payment shall be on the crew's train mileage from starting to finishing station, excluding light engine mileage or movements in respect of shunting, or movement to or from loco. depots.

(c) The time to be credited as per above scale shall cover all work in the shift from signing on to signing off duty.

(d) Only the actual time worked in a shift shall be subject to penalty payments such as night work, overtime, Saturday and Sunday duty, sixth shift.

(e) The time paid under the mileage payment scale shall count towards satisfaction of the guaranteed week of forty (40) hours as per Clause 27 (i) of this Agreement.

(f) Liberty to apply is reserved to either party in respect of the payment for any mileage beyond 215 miles.

## 29.—Shift and/or Night Work.

(a) Employees when engaged in the callings named hereinafter shall be paid allowances for shift and/or night work as indicated, provided that where such allowance is at a rate per hour, broken parts of an hour less than thirty (30) minutes shall be disregarded and from thirty (30) minutes to fifty-nine (59) minutes paid for as one hour.

(b) Drivers, firemen and adult trainee enginemen—sevenpence halfpenny (7½d.) per hour, and junior trainee enginemen—fourpence (4d.) per hour for all work performed between midnight and 6 a.m. and between 8 p.m. and midnight on Mondays to Fridays inclusive, except any portion of such time as is subject to overtime penalty in excess of a stipulated time on one shift or in respect of any shift in excess of the number prescribed for a normal week's work.

(c) (i) Washout-men, packers and trimmers, and washout-men's assistants, shall be paid for ordinary time worked on any afternoon or night shift seven and one-half (7½) per cent. more than ordinary rates.

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

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

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

(d) For the purpose of this clause, "time worked" does not include any time not treated as time worked on week days for overtime at the date of this Agreement.

## 30.—Overtime.

(a) The Company may require any worker to work reasonable overtime at the overtime rates provided under the Agreement and such workers shall work overtime in accordance with such requirements.

(b) No organisation party to the Agreement, worker or workers, covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements as shown in subclause (a) above.

(c) A worker shall be under no obligation to sign on duty for a further shift after having completed fifty-two (52) hours for that week, inclusive of any work done on a Sunday. Provided that, on booking off from the previous shift, he has given notice of his unwillingness to work a further shift that week. Provided further that a worker must return, to his home station working as rostered, before this subclause becomes operative.

## 31.—Week's Work.

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

(i) At the rate of time and three-quarters for time worked equivalent to the time short of forty (40) hours already booked in the five (5) preceding shifts of that week.

(ii) At overtime rate based on the rate applicable to the day, for the balance, with a maximum of double time.

Provided that any time worked in the sixth shift on a Saturday by workers entitled to the rate of time and a half under clause 27 (d) (i) or (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 27 (a) or (b).

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

## 32.—Duty in Excess of Eight Hours.

Each month the Head of the Branch will on receipt of a request from the General Secretary of the Union, supply a statement showing all instances, where workers have been kept on duty longer than eight (8) hours continuously.

## 33.—Knowledge of Roads.

Should the requirements of the service necessitate that a driver shall run over a road with which he is not fully acquainted, he shall be provided with a pilotman. Such pilotman shall be either a district locomotive superintendent (provided he has been a driver in the Company's service) a locomotive inspector, driver or fireman authorised to drive. In cases where a driver is removed from one depot to another, he shall be given facilities to learn the road without loss of his driver's pay.

## 34.—Examinations.

(a) Each driver, fireman or trainee engineman who is called on for examination shall have fourteen (14) days' notice of the date on which he will be examined and sample questions given for each subject.

(b) Each candidate shall be allowed to try three (3) times, at intervals not exceeding four (4) months. If he does not pass, a further trial shall be allowed at the expiration of twelve (12) months from the previous examination. If then unsuccessful, he shall be considered to have finally failed.

(c) All questions shall be put clearly and without ambiguity and each candidate shall be allowed all reasonable latitude in asking the examiner to make each question clear; and a driver (a member of the Union) shall be present at all viva voce examinations, but shall not in any way interfere with or interpose in the conduct of the proceedings.

(d) The candidate who fails to pass his examination shall be furnished with a copy of the questions he failed to answer correctly.

(e) A worker who has lost his seniority through failing to pass the examination shall, on subsequently passing, be classified next to the worker who passed examination previously to him.

(f) The examinations shall be in the terms as prescribed by the Company. The examiner shall be appointed by the head of the Branch, to whom he shall report fully the result of such examination and the decision of the head of the Branch shall be final.

## 35.—Preparing and Stabling Engines.

(a) Each driver and fireman shall, if required to do the work, be granted the following allowance for preparing and stabling engines over and above the time required by the Traffic Branch:—

Preparing main line engines (to apply to shunting engines prepared for running on main lines)—45 minutes.

Extra time may be allowed for coaling if in the opinion of the foreman same is warranted.

Where engines have been prepared by workers other than the enginemen who are booked to work them—15 minutes.

Shunting engines—30 minutes.

All other engines—30 minutes.

Stabling of engines—30 minutes.

(b) When stabling engines at out-stations (that is where less than six (6) engines are stabled), an extra half hour shall be allowed the fireman for banking fire, or cleaning fire, ashpan and smokebox.

(c) Where a fireman has to raise steam in a boiler at a foreign depot, he shall be allowed two (2) hours in addition to ordinary preparing time, in the case of a cold boiler, and one and a half hours in the case of a warm boiler. A boiler which has been out of traffic for twenty-four (24) hours shall be regarded as a cold boiler.

(d) Provided that the Company may relieve drivers and firemen from duties of preparation and stabling and employ other workers who are qualified drivers and firemen, to carry out such duties.

### 36.—Special Shed Duty.

(a) For the purpose of subclauses (b), (c), (d), (f), (g) and (h) of this clause, two diesel electric locomotives or four rail cars shall be counted as one engine.

(b) At sheds where six (6) or more engines are stabled, the duties of trainee enginemmen shall be to clean engines, clean fronts, light up engines, attend to water and steam and perform duties of calling and assisting in stores as may be directed by the officer-in-charge.

(c) The duties of drivers and firemen, where six (6) or more engines are stabled, when stabling engines, shall be to turn engines, examine engine over pit, take water, lock away all tools, and place engine for coal or in shed, as the case may be, and leave boiler and fire in safe condition. The fireman shall keep all cab fittings, etc., on the footplate in a clean condition from the time of leaving the shed until return thereto.

(d) At sheds where less than six (6) engines are stabled, the duties of trainee enginemmen shall be to clean engines, light-up, attend to water and steam. Trainee enginemmen may also be used for fueling or other work, subject to the conditions of Clause 11 (a).

(e) Trainee enginemmen employed assisting marshalling locomotives and railcars shall be paid firemen's rate of pay for all time so employed, this duty to be called "shed firing."

(f) At sheds where less than six (6) engines are stabled, the duties of the fireman will be to clean out smokeboxes and ashspans, clean fronts and keep all fittings, etc., on the footplate clean, take coal and water, bank fires. After a fireman has been on duty for more than eight (8) hours, he shall be relieved of the duty of cleaning, fires, smokeboxes, and ashspans, unless the case is one of emergency and it is not possible, in the circumstances, for other arrangements to be made to carry out such work.

(g) At sheds where less than six (6) engines are stabled, the duties of the drivers will be to turn engines, examine engines over pits, put engines in position to take coal and water, and stable engines.

(h) In addition to the foregoing, drivers and firemen, when stabling engines, may provided they have not been on duty in excess of eight (8) hours, be called upon to perform any other duty appertaining to their respective grades, and time allowance shall be made for so much of work as cannot be performed in the period allowed for stabling.

(i) The work of cleaning fires and ashspans of engines going into locomotive depots shall be done by the shed staff where such labour is now available.

(j) Any trainee enginemman who has obtained his fireman's ticket and who in the course of his shift is required to light-up and attend fires in boilers shall be paid the minimum main line rate prescribed herein for firemen for the time so employed. Such time shall not be regarded as acting time for fireman.

### 37.—Discipline.

The Head of the Branch shall have power to reprimand, fine, suspend from duty, reduce in grade, or dismiss any worker, and to remove

any driver or fireman from a locomotive footplate. Provided always that the notification to a worker of any such action shall be in writing, and shall state the reason for same being taken.

### 38.—Charges Against Workers.

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

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

(c) If in the opinion of the foreman the action of any worker should be reported to the Head of the Branch it shall be done.

(i) Where a worker is stationed at a main depot, within seven (7) days of the foreman's first knowledge of the occurrence; for the purpose of this clause a main depot shall be any depot where a District Loco. Superintendent or Loco. Shed Foreman is stationed.

(ii) Where a worker is stationed at a sub-depot, within ten (10) days of the first knowledge of the occurrence by the person in charge of such sub-depot. The worker shall at the same time be notified by the foreman that he is reported, otherwise such report shall be null and void; provided that when a worker reports on his daily running sheet an irregularity or other occurrence in which he is concerned to the Company it shall not be necessary for the foreman to notify such worker that he has been reported to the Head of the Branch, but if the worker in such cases is to be charged the foreman must so notify the worker within twenty-one (21) days of the receipt of the daily running sheet. When a charge has been made against any worker, he shall be supplied with a copy of such charge and any reports upon which it is based. No charge shall in any case be laid after the expiration of thirty (30) days from the date of the occurrence.

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

(e) A worker who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sundays or holidays) following the date on which he was suspended.

Except in cases where dismissal follows suspension, a worker shall be paid for any time under suspension in excess of six (6) days referred to: Provided the worker has not delayed the submission of his explanation of the offence for which he was suspended.

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

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

(h) Where, owing to absence from duty of a worker through leave or illness, it is not possible to notify him within the period prescribed in subclause (c) 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 the final decision as per subclause (d) may be made shall be extended to three (3) calendar months from the date of the worker's resumption of duty following absence.

#### 39.—Secretary's Leave and Passes.

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

#### 40.—Union Notices.

Notices relating to meetings or classes in connection with the Union shall be allowed to be exhibited at such places as may be approved by the Company.

#### 41.—Seniority List.

Complete seniority lists shall be available for inspection by workers at depots where a foreman is stationed.

#### 42.—Appeal.

Any worker fined, reduced to a lower class, grade or dismissed, shall have the right of appeal, and such appeal shall be dealt with by the Appeal Board, constituted as follows:—His immediate head and employee of his particular branch, with the General Manager as chairman, and at the hearing of such appeal the Union shall be represented by the General Secretary.

#### 43.—Preference to Unionists.

Preference shall be given to unionists with regard to employment. Except in the case of trainee-enginemmen, who shall be required to make application for membership of the Union immediately on being engaged by the Company.

#### 44.—Board of Reference.

(a) The Court may appoint, for the purpose of this Agreement, a board or Boards of Reference. A Board shall consist of a chairman and two (2) representatives, one nominated by each party. The functions of a Board of Reference shall be—

- (i) to settle disputes as to matters under this Agreement, except such as involve interpretations of the provisions of the Agreement;
- (ii) to vary or add to the Schedule to this Agreement;
- (iii) to decide any other matter that the Court may refer to the Board from time to time.

(b) Separate Boards may be appointed, where deemed necessary or advisable, for different branches of the industry or for different districts.

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

#### 45.—Alterations and Additions.

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

Provided that—

(a) the Union or Unions concerned and the Company may mutually agree that such alterations or additions shall not apply to the Company;

(b) if either party objects to being bound by such alterations or additions it may within twenty-one days of any such alteration or addition being made or approved of by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.

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

Signed for and on behalf of the Midland Railway Company of Western Australia, Limited this nineteenth day of September, 1957, in the presence of—

J. E. Townsend.

J. S. DOWSON,  
Secretary.

Signed for and on behalf of the West Australian Midland Railway Employees Industrial Union of Workers this 18th day of September, 1957, in the presence of—

A. Clarke.

[L.s.]

R. F. SHARP,  
President.

MAURICE FOX,  
Secretary.

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#### REGISTRATION OF MINISTERS.

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

Registrar General's Office,  
Perth, 24th October, 1957.

Cancellation.

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

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

*Roman Catholic.*

701/57; 22/10/57; Rev. Benedict Barranco, O.S.B.;  
Benedictine Abbey, "Nullius" of New Norcia;  
Moora.

NORMAN B. BRICE,  
Registrar General.

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#### COMPANIES ACT, 1943-1954.

Notice of Intention to Cease Business in  
Western Australia.

(Pursuant to Section 337.)

PACIFIC URANIUM & OIL SYNDICATE LIMITED (subsequently changed by special resolution to Pacific Mining Limited) a company registered under Part XI of the Companies Act, 1943-1946, and having its registered office at 11 Harvest Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 25th day of February, 1958.

Dated this 22nd day of October, 1957.

L. G. HANCOCK,  
Agent.



## COMPANIES ACT, 1943-1954.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

The Bellevue Modelling Works Pty. Ltd.

1.—THE BELLEVUE MODELLING WORKS PTY. LIMITED hereby gives notice that by a resolution of the Company passed on the 16th day of October, 1957, the nominal share capital of the company was increased by the addition thereto of the sum of seven thousand seven hundred pounds divided into 8,000 shares of 17s. 6d. each and 16,000 shares of 10½d. each beyond the registered capital of £21,568 15s.

2. The additional Capital is divided as follows:—

Number of Shares; Class of Shares; Nominal Amount of Each Share.

8,000; Ordinary; Each Share 17s. 6d.

16,000; Ordinary ranking *pari passu* with 17s. 6d. Shares; 10½d.

3. The conditions (e.g., voting rights, dividends, etc.), subject to which the new shares are to be issued are as follows: Same as existing shares.

Dated this 23rd day of October, 1957.

GERALD BRENNAN,  
Secretary.

## COMPANIES ACT, 1943-1949.

Notice Concerning Lost Share Certificate.

(Pursuant to Section 414 (1).)

Peters Ice Cream (W.A.) Limited.

NOTICE is hereby given that share certificate Number 4092 for 18 shares in the abovenamed Company entered in the name of Mary Elizabeth Watts, of 237 Bussell Highway, Bunbury, has been lost or destroyed and it is the intention of the Directors of the abovenamed Company to issue a duplicate certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 24th October, 1957.

V. C. KELLY,  
Secretary.

In the Supreme Court of Western Australia.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Embassy Cabaret Pty. Ltd.

No. 11 of 1957.

NOTICE is hereby given that a petition for an order for winding-up the abovenamed company was on the 24th day of October, 1957, presented to the Honourable the Chief Justice of the Supreme Court of Western Australia by Thomas Linden Quain, of 93 West Coast Highway, Waterman's Bay, Investor, a Shareholder of the said company. The said petition is directed to be heard at the Supreme Court, Perth, on the 3rd day of December, 1957, at 10.30 o'clock in the forenoon, or so soon thereafter as Counsel may be heard in that behalf, and any creditor, contributory or shareholder of the said company desiring to oppose the making of an order for the winding-up of the said company under the above Act should appear at the time of hearing by himself or his Counsel for that purpose and a copy of the petition will be furnished to any creditor, contributory or shareholder of the said company requiring the same by the undersigned, on payment of the regular charge for same.

THOMAS JOHN HUGHES, Esq.,  
Solicitor for the Petitioner,  
1st Floor, Cecil Building,  
Sherwood Court, Perth.

## COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office.

(Pursuant to Section 333 (4).)

Diesel Motors Pty. Limited.

NOTICE is hereby given that the Registered Office of Diesel Motors Pty. Limited was on the 24th day of October, 1957, changed to and is now situated at 1089-1091 Albany Highway, Bentley.

Dated this 24th day of October, 1957.

A. G. FOGARTY,  
Agent in Western Australia.

## COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office.

(Pursuant to Section 333 (4).)

Australian Blue Metal Limited.

NOTICE is hereby given that the Registered Office of Australian Blue Metal Limited was on the 24th day of October, 1957, changed to and is now situated at 1089-1091 Albany Highway, Bentley.

Dated this 24th day of October, 1957.

A. G. FOGARTY,  
Agent in Western Australia.

## 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).)

Minerals Pty. Limited.

MINERALS PTY. LIMITED gives notice that the Registered Office of the company is situated at 10 Tamar Street, East Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (except public and bank holidays), 9 a.m. to 5 p.m.

Dated this 10th day of October, 1957.

R. A. BALL,  
Agent in Western Australia.

Messrs. Stone, James & Co., Solicitors for the Company.

## COMPANIES ACT, 1953-1954.

Notice of Change in Situation of Registered Office of a Company Incorporated outside Western Australia which carries on Business within Western Australia and/or of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 330 (4).)

Hartford Fire Insurance Company.

NOTICE is hereby given that the Registered Office of the Hartford Fire Insurance Company was on the 7th day of October, 1957, changed to and is now situated at 7th Floor, M.L.C. Building, 171-177 St. George's Terrace, Perth.

Dated this 23rd day of October, 1957.

A. F. LOVE,  
Agent in Western Australia.

## COMPANIES ACT, 1943-1954.

Notice of Change of Company Name.

(Pursuant to Section 30 (1).)

Minerals (Perth) Pty. Ltd.

NOTICE is hereby given that Minerals (Perth) Pty. Ltd., has by a special resolution of the company and with the approval of the Registrar of Companies signified in writing changed its name to Scott & English (Australasia) Pty. Limited.

Dated the 25th day of October, 1957.

A. C. MANNING,  
Deputy Registrar of Companies.

## COMPANIES ACT, 1943-1954.

(Section 330 (4).)

George E. Harris &amp; Sons Limited.

NOTICE is hereby given that the Registered Office in Western Australia of the abovenamed Company is situate at "Park Farm," Bridgetown, and that the days and hours during which it is accessible to the public are: From Monday to Friday inclusive in each week (public holidays excepted), between the hours of 10 a.m. and 4 p.m.

Dated the 28th day of October, 1957.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

## COMPANIES ACT, 1953-1954.

Notice of Change in Situation of Registered Office of a Company incorporated outside Western Australia which Carries on Business within Western Australia and/or of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 330 (4).)

The Home Insurance Company.

NOTICE is hereby given that the Registered Office of The Home Insurance Company was on the 7th day of October, 1957, changed to and is now situated at 7th Floor, M.L.C. Building, 171-177 St. George's Terrace, Perth.

Dated this 23rd day of October, 1957.

A. F. LOVE,  
Agent in Western Australia.

INDUSTRIAL PUBLIC RELATIONS SERVICE (W.A.) PROPRIETARY LIMITED hereby give notice that the Registered Office of this company is situate at Room Seven, 196 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public is as follows: Mondays to Fridays (excepting public holidays), from 10 a.m. to 1 p.m. and from 2 p.m. to 4 p.m.

Dated the 25th day of October, 1957.

G. GOOCH,  
Agent in Western Australia.

Raymond Lynch, Solicitor, 26 Howard Street, Perth.

## COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Change in Situation of Registered Office.

National Contractors Pty. Limited.

NOTICE is hereby given that the Registered Office of National Contractors Pty. Limited was on the 24th day of October, 1957, changed to and is now situated at 1089-1091 Albany Highway, Bentley.

Dated this 28th day of October, 1957.

A. G. FOGARTY,  
Secretary.

## COMPANIES ACT, 1943-1954.

Notice of Intention to Cease Business in Western Australia.

(Pursuant to Section 337.)

Sterling Drug Inc.

NOTICE is hereby given that Sterling Drug Inc., a Company registered under Part XI of the Companies Act, 1943-1954, and having its Registered Office at 217 Nicholson Road, Shenton Park, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on or after the 28th day of February, 1958.

Dated this 28th day of October, 1957.

P. R. ADAMS,  
Local Agent.

Stone, James & Co., 47 St. George's Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1954.

Notice of Special Resolution for Voluntary Winding Up.

In the matter of Smithdraulic Implements Pty. Ltd.

(Pursuant to Section 232 (1).)

NOTICE is hereby given that at a general meeting of Smithdraulic Implements Pty. Ltd. duly convened and held at the offices of D. C. A. Robertson & Co., at 1141 Hay Street, West Perth, on the 14th day of October, 1957, at 10 o'clock in the forenoon, the following special resolution was duly passed:

That it has been proved to the satisfaction of this meeting that the Company cannot by reason of its liabilities continue its business and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily and that David Cairns Andrew Robertson, Chartered Accountant (Aust.), of 1141 Hay Street, West Perth, be and is hereby nominated Liquidator for the purposes of such winding up.

It is hereby resolved that David Cairns Andrew Robertson, of 1141 Hay Street, West Perth, be and is hereby appointed Liquidator of Smithdraulic Implements Pty. Ltd. for the purposes of winding up.

Dated the 14th day of October, 1957.

(Sgd.) E. D. T. SMITH,  
Chairman of Meeting.

## COMPANIES ACT, 1943-1947.

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

Commonwealth Investments Trust Pty. Limited.

NOTICE is hereby given that the Registered Office of Commonwealth Investments Trust Pty. Limited was on the 14th day of October, 1957, changed to and is now situated at 273-275 Hay Street, East Perth, and that the days and hours during which such Office is accessible to the public are as from the 14th day of October, 1957, as follows:—Monday to Friday inclusive, from 8 a.m. to 4 p.m.

Dated this 25th day of October, 1957.

F. PINCHIN,  
Secretary.

## COMPANIES ACT, 1943, AND AMENDMENTS.

Vescon Pty. Limited.

Notice of Situation of Registered Office.

VESCON PTY. LIMITED hereby gives notice that the Registered Office of the Company is situated at 3-5 Citron Street, Perth, and that the days and hours during which such office is accessible to the Public are as follows:—Mondays to Fridays from 9 a.m. to 12 noon and 1 p.m. to 5 p.m. (public holidays excepted).

Dated this 25th day of October, 1957.

G. E. SYMONDS,  
Agent in Western Australia.

Nicholson, Verschuer & Nicholson, of 97 St. George's Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1954.

Notice of Intention to Cease Business in Western Australia.

(Pursuant to Section 337.)

The English Electric Company Limited.

NOTICE is hereby given that The English Electric Company Limited, a Company registered under Part XI of the Companies Act, 1943-1954, and having its Registered Office at care of Messrs. Flack & Flack, A.M.P. Chambers, William Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 1st day of November, 1958.

Dated this 24th day of October, 1957.

A. R. LANG,  
Local Agent.

Stone, James & Co., of 47 St. George's Terrace, 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).)

Ferris Bros. Pty. Limited.

FERRIS BROS. PTY LIMITED hereby gives notice that the Registered Office of the Company is situated at Lyric House, 223 Murray 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) between 9 a.m. and 1 p.m. and 2 p.m. and 5 p.m.

Dated this 25th day of October, 1957.

F. C. KINGSTON,  
Agent in Western Australia.

Messrs. Stone, James & Co., of 47 St. George's Terrace, Perth, Solicitors for the Company.

## IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Trouchet Investments 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 Trouchet Investments Pty. Ltd.

Dated this 25th day of October, 1957.

A. C. MANNING,  
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 J. Wynne Meat Industries 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 J. Wynne Meat Industries Limited.

Dated this 23rd day of October, 1957.

A. C. MANNING,  
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 Park Fish Distributors 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 Park Fish Distributors Pty. Ltd.

Dated this 21st day of October, 1957.

A. C. MANNING,  
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 Park Wholesalers (Holdings) 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 Park Wholesalers (Holdings) Pty. Ltd.

Dated this 21st day of October, 1957.

A. C. MANNING,  
Deputy Registrar of Companies.

Companies Office,  
Supreme Court, Perth, W.A.

## NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership heretofore existing between Frank Coleman, Norman James Coleman, Raymond Henry Coleman and Dennis Octavius Coleman, carrying on business at John Street, North Fremantle, under the business name of "F. Coleman & Sons (1950)," has been dissolved as from the 1st day of July, 1957. The said Frank Coleman has retired from the said business which will hereafter be carried on by the said Norman James Coleman, Raymond Henry Coleman and Dennis Octavius Coleman, who will receive all moneys owing to the business and pay all the debts.

Dated the 17th day of October, 1957.

F. COLEMAN.

Signed by the said Frank Coleman in the presence of—

W. E. Tasker.

N. COLEMAN.

Signed by the said Norman James Coleman in the presence of—

W. E. Tasker.

R. H. COLEMAN.

Signed by the said Raymond Henry Coleman, in the presence of—

W. E. Tasker.

D. COLEMAN.

Signed by the said Dennis Octavius Coleman in the presence of—

W. E. Tasker.

Frank Unmack & Cullen, Solicitors, Fremantle.

## PARTNERSHIP ACT, 1895.

## Notice of Dissolution of Partnership.

NOTICE is hereby given that the Partnership hitherto carried on by Walter Stock and Nelson Robert Martin Muntz, at Campbell Street, Corrigin, under the style or business name of "Stock & Muntz," has been dissolved by mutual consent as from the 30th day of June, 1957. The said Walter Stock retired from the said business as at that said date, and thereafter the same is being carried on by the said Nelson Robert Martin Muntz.

The said Nelson Robert Martin Muntz will collect and receive all moneys owing to the partnership and will pay and discharge all the liabilities thereof.

Dated the 24th day of October, 1957.

V. O. FABRICIUS & CO., of 89 St. George's Terrace, Perth, Solicitors for the said Walter Stock and Nelson Robert Martin Muntz.

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IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Maysie Henning, late of Dowerin, in the State of Western Australia, Married Woman, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 2nd day of December, 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 24th day of October, 1957.

V. O. FABRICIUS & CO.,  
of 89 St. George's Terrace, Perth,  
Solicitors for Executor.

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IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and two codicils of Dora Shenton French, formerly of George Hotel, Murray Street, Perth, in the State of Western Australia, Spinster, but late of 12 Grange Street, Claremont, in the said State, Spinster, 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 2nd day of December, 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 28th day of October, 1957.

RALPH J. STODDART,  
135 St. George's Terrace, Perth,  
Solicitor for the Executor.

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IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ada May Bailey, late of Katanning, in the State of Western Australia, Nursing Sister, Spinster, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 2nd day

of December, 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 29th day of October, 1957.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Executor.

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IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 2nd day of December, 1957, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 30th day of October, 1957.

J. H. GLYNN,  
Public Trustee.

Public Trustee Office,  
S.G.I.O. Building,  
Perth, W.A.

Name; Occupation; Address; Date of Death.

Langridge, Wilfred Edward (also known as Edward Wilfred Langridge); Retired Customs Officer; late of 79 Carnarvon Street, East Victoria Park; 17/1/57.

Mills, Lillian Elizabeth; Married Woman; late of 76 Forrest Street, Mount Lawley; 17/9/57.

McLary, Charles Frederick; Accountant; late of 157 Roberts Road, Subiaco; 17/7/57.

Norman, Edwin Rowland; Retired Farmer; formerly of Waroona and Albany, but late of 17 Walter Road, Bassendean; 17/10/57.

Brett, Edmund Bertram; Retired Civil Servant; late of 77 Outram Street, West Perth; 24/8/57.

Potter, Oswald Lethbridge; Chef; formerly of 122 Basinghall Street, Victoria Park; but late of 7 Tuam Street, Victoria Park; 13/8/57.

Greene, Anna Maria (also known as Anna Mary Greene); Widow; formerly of 129 Perth Road, Bassendean, but late of Home of Peace, Hamersley Road, Subiaco; 7/7/57.

Lantzke, Chrisiana Sophia Wanda; Divorcee; formerly of St. Emilie's Convalescent Home, Kalamunda, but late of Annesley Rest Home, Lawley Crescent, Mount Lawley; 30/8/57.

Irving, Edith; Married Woman; formerly of 66 Sussex Street, Victoria Park, but late of 152 Mars Street, Carlisle; 3/9/57.

Hewitt, Rex (also known as Harold Rex Hewett); Barman; late of Kojonup; 22/6/57.

Hayes, Louisa; Widow; formerly of 109 Hamersley Road, Subiaco, but late of 34 Molesworth Street, North Adelaide; 8/4/57.

Hales, Annie; Widow; late of 447 Hay Street East, Perth; 30/8/57.

Bayliss, Mary Anne; Spinster; late of Gardiner Street, Moora; 21/7/57.

## PUBLIC TRUSTEE ACT, 1941.

NOTICE is hereby given that pursuant to Section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 30th day of October, 1957.

J. H. GLYNN,  
Public Trustee, Perth.

Name of Deceased; Occupation; Address, Date of Death; Date Election Filed.

Glennon, Sarah Ann (also known as Sarah Annie Glennon); Married Woman; late of Oney Burrington, Herefordshire, England; 25/3/57; 14/10/57.  
Joyce, Patrick; Miner; late of 1 Burt Street, Boulder; 7/7/57; 23/10/57.  
Della-Maddalina, Alessio; Retired Labourer; late of Nedlands; 12/7/57; 23/10/57.  
Miller, John; Retired Gardener; late of Albany Highway, Victoria Park; 16/7/57; 25/10/57.  
Campbell, Archibald Edward; Miner; late of 34 Fuller Street, Norseman; 15/6/57; 28/10/57.  
Giblett, Jemima; Spinster; late of Balbarrup; 29/9/41; 28/10/57.  
Spencer, William Henry; Retired Farmer; late of Nedlands; 10/7/57; 28/10/57.  
Glasson, Herbert; W.A. Employee of the Metropolitan Water Supply Department, Perth; late of Edgumbe Street, Como; 4/8/36; 9/9/57.

ACTS OF PARLIAMENT, ETC., FOR SALE AT  
GOVERNMENT PRINTING OFFICE.

|  | £ | s. | d. |
|--|---|----|----|
| Abattoirs Act and Amendment                    | 0 | 2  | 0  |
| Administration Act (Consolidated)              | 0 | 4  | 0  |
| Adoption of Children Act                       | 0 | 1  | 6  |
| Associations Incorporation Act and Regulations | 0 | 2  | 0  |
| Auctioneers Act                                | 0 | 1  | 6  |
| Bills of Sale Act                              | 0 | 3  | 0  |
| Brands Act                                     | 0 | 2  | 0  |
| Bush Fires Act (Consolidated)                  | 0 | 4  | 0  |
| Carriers Act                                   | 0 | 0  | 6  |
| Child Welfare Act                              | 0 | 3  | 6  |
| Companies Act                                  | 0 | 10 | 0  |
| Dairy Industry Act                             | 0 | 2  | 0  |
| Dairy Products Marketing Regulation Act        | 0 | 2  | 0  |
| Declarations and Attestations Act              | 0 | 0  | 6  |
| Dentists Act                                   | 0 | 3  | 0  |
| Dog Act (Consolidated)                         | 0 | 1  | 6  |
| Dried Fruits Act                               | 0 | 2  | 0  |
| Droving Act                                    | 0 | 1  | 6  |
| Egg Marketing Act                              | 0 | 1  | 6  |
| Electricity Act                                | 0 | 3  | 0  |
| Electoral Act (Consolidated)                   | 0 | 4  | 0  |
| Evidence Act (Consolidated)                    | 0 | 4  | 0  |
| Factories and Shops Act (Consolidated)         | 0 | 4  | 0  |
| Factories and Shops Act Regulations            | 0 | 1  | 0  |
| Factories and Shops Time and Wages Books—      |   |    |    |
| Large  | 0 | 7  | 6  |
| Small  | 0 | 5  | 0  |
| Feeding Stuffs Act                             | 0 | 1  | 0  |
| Fertilisers Act                                | 0 | 1  | 6  |
| Fire Brigades Act                              | 0 | 3  | 0  |
| Firearms and Guns Act (Consolidated)           | 0 | 1  | 6  |
| Fisheries Act (Consolidated)                   | 0 | 3  | 0  |
| Forests Act                                    | 0 | 2  | 0  |
| Fremantle Harbour Trust Act (Consolidated)     | 0 | 3  | 0  |
| Friendly Societies Act and Amendments          | 0 | 3  | 0  |
| Gold Buyers Act and Regulations                | 0 | 2  | 0  |

## Acts of Parliament, etc.—continued.

|  | £ | s. | d. |
|--|---|----|----|
| Hawkers and Pedlars Act and Amendment                | 0 | 0  | 6  |
| Health Act (Consolidated)                            | 0 | 7  | 0  |
| Hire Purchase Agreement Act (Consolidated)           | 0 | 1  | 0  |
| Illicit Sale of Liquor Act                           | 0 | 1  | 0  |
| Industrial Arbitration Act (Consolidated)            | 0 | 12 | 6  |
| Inebriates Act                                       | 0 | 1  | 0  |
| Infants, Guardianship of, Act                        | 0 | 1  | 6  |
| Inspection of Machinery Act with Regulations         | 0 | 4  | 0  |
| Inspection of Scaffolding Act (Consolidated)         | 0 | 1  | 6  |
| Interpretation Act                                   | 0 | 3  | 0  |
| Irrigation and Rights in Water Act                   | 0 | 3  | 0  |
| Justices Act (Consolidated)                          | 0 | 4  | 0  |
| Land Act   | 0 | 4  | 0  |
| Legal Practitioners Act (Consolidated)               | 0 | 3  | 0  |
| Licensed Surveyors Act                               | 0 | 2  | 0  |
| Licensing Act and Amendments                         | 0 | 4  | 6  |
| Limitation Act                                       | 0 | 2  | 0  |
| Limited Partnerships Act                             | 0 | 1  | 0  |
| Marine Stores Dealers Act                            | 0 | 1  | 6  |
| Marriage Act   | 0 | 3  | 0  |
| Married Women's Property Act (Consolidated)          | 0 | 1  | 0  |
| Married Women's Protection Act (Consolidated)        | 0 | 1  | 0  |
| Medical Practitioners Act                            | 0 | 2  | 0  |
| Metropolitan Water Supply, Sewerage and Drainage Act | 0 | 3  | 0  |
| Milk Act   | 0 | 3  | 0  |
| Mines Regulation Act                                 | 0 | 3  | 6  |
| Mine Workers' Relief Fund Act and Regulations        | 0 | 3  | 6  |
| Mining Act   | 0 | 5  | 0  |
| Money Lenders Act (Consolidated)                     | 0 | 2  | 0  |
| Municipal Corporations Act (Consolidated)            | 0 | 5  | 0  |
| Native Administration Act                            | 0 | 3  | 0  |
| Partnership Act                                      | 0 | 1  | 6  |
| Pawnbrokers Act (Consolidated)                       | 0 | 1  | 6  |
| Pearling Act (Consolidated)                          | 0 | 3  | 0  |
| Petroleum Act  | 0 | 3  | 6  |
| Pharmacy and Poisons Act                             | 0 | 3  | 6  |
| Prevention of Cruelty to Animals Act                 | 0 | 2  | 0  |
| Plant Diseases Act                                   | 0 | 2  | 0  |
| Public Service Act (Consolidated)                    | 0 | 3  | 6  |
| Public Works Act and Amendment                       | 0 | 3  | 6  |
| Purchasers' Protection Act                           | 0 | 1  | 0  |
| Road Districts Act (Consolidated)                    | 0 | 5  | 0  |
| Sale of Goods Act                                    | 0 | 2  | 0  |
| Second-hand Dealers Act                              | 0 | 1  | 0  |
| Seeds Act  | 0 | 1  | 6  |
| Stamp Act (Consolidated)                             | 0 | 3  | 6  |
| State Housing Act                                    | 0 | 3  | 6  |
| State Transport Co-ordination Act                    | 0 | 3  | 0  |
| State Trading Concerns Act                           | 0 | 2  | 0  |
| Superannuation and Family Benefits Act               | 0 | 3  | 6  |
| Supreme Court Act                                    | 0 | 4  | 0  |
| Timber Industry Regulation Act and Regulations       | 0 | 3  | 6  |
| Town Planning and Development Act                    | 0 | 2  | 6  |
| Traffic Act (Consolidated)                           | 0 | 4  | 0  |
| Tresspass, Fencing and Impounding Act and Amendment  | 0 | 3  | 0  |
| Truck Act and Amendment                              | 0 | 1  | 6  |
| Trustees Act   | 0 | 2  | 0  |
| Unclaimed Moneys Act                                 | 0 | 1  | 0  |
| Vermin Act (Consolidated)                            | 0 | 3  | 0  |
| Veterinary Act                                       | 0 | 2  | 0  |
| Water Boards Act                                     | 0 | 3  | 0  |
| Weights and Measures Act and Regulations             | 0 | 3  | 0  |
| Workers' Compensation Act                            | 0 | 4  | 0  |
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