



Government Gazette

OF

WESTERN AUSTRALIA

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No. 51.]

PERTH: FRIDAY, 4th JULY

[1958.

Prorogation of Parliament.

PROCLAMATION

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

WHEREAS by the Constitution Act, 1889-1950, it is provided that it shall be lawful for the Governor to prorogue the Legislative Council and the Legislative Assembly from time to time, by Proclamation or otherwise, whenever he shall think fit: Now, therefore I, the Governor, in exercise of the power conferred by the Act, do hereby prorogue the Legislative Council and the Legislative Assembly until Thursday, the 7th day of August, 1958.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of July, 1958.

By His Excellency's Command,

A. R. G. HAWKE,
Premier.

GOD SAVE THE QUEEN ! ! !

Parliament Summoned to Meet for Business.

PROCLAMATION

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

WHEREAS under the provisions of the Constitution Act, 1889-1950, it is made lawful for the Governor to fix the time and place for the holding of the first and every other session of the Legislative Council and the Legislative Assembly; and whereas the Legislative Council and the Legislative Assembly now stand prorogued until the 7th day of August, 1958: Now, therefore I, the Governor, in exercise of the powers conferred by the Act, do by this Proclamation announce and proclaim that the Third Session of the Twenty-second Parliament shall be holden for dispatch of business on Thursday, the 7th day of August, 1958, at the hour of 12 o'clock noon, in the House of Parliament in the City of Perth; and Members of the Legislative Council and Members of the Legislative Assembly are hereby required to give their attendance at the said time and place accordingly.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of July, 1958.

By His Excellency's Command,
A. R. G. HAWKE,
Premier.

GOD SAVE THE QUEEN ! ! !

Bank Holiday at Miling.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
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[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.

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Governor of the said State, do by this my Proclamation appoint the following special Bank Holiday:—

Date; Place.

Wednesday, 17th September, 1958: Miling.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of June, 1958.

By His Excellency's Command,

G. FRASER,
Chief Secretary.

GOD SAVE THE QUEEN ! ! !

Bank Holiday at Port Hedland.

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
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[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.

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Governor of the said State, do by this my Proclamation appoint the following special Bank Holiday:—

Date; Place.

Monday, 11th August, 1958: Port Hedland.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of June, 1958.

By His Excellency's Command,

G. FRASER,
Chief Secretary.

GOD SAVE THE QUEEN ! ! !

Shearers' Accommodation Act Amendment Act, 1957.

PROCLAMATION

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

WHEREAS it is enacted by section 2 of the Shearers' Accommodation Act Amendment Act, 1957, that the Act shall come into operation on a day to be fixed by Proclamation but not before the 1st day of July, 1958: Now, therefore I, the Governor, acting with the advice and consent of the Executive Council, do hereby fix the 4th day of July, 1958, as the day on which the Shearers' Accommodation Act Amendment Act, 1957, shall come into operation.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of July, 1958.

By His Excellency's Command,

(Sgd.) WM. HEGNEY,
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, the 11th day of June, 1958, the following Order in Council was authorised to be issued:—

Child Welfare Act, 1947-1957.

ORDER IN COUNCIL.

C.W.D. 767/45, Ex. Co. No. 1080.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1957, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court; and whereas by section 19 (1) (b) (ii) of the said Act the Governor may amend, vary or revoke any such appointment: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby revoke the appointment of Wellesley Gordon Connor as a member of the Children's Court at Denmark.

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

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, the 18th day of June, 1958, the following Order in Council was authorised to be issued:—

Child Welfare Act, 1947-1957.

ORDER IN COUNCIL.

C.W.D. 767/45, Ex. Co. No. 1186.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1957, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court; and whereas by section 19 (1) (b) (ii) of the said Act the Governor may amend, vary or revoke any such appointment: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby revoke the appointment of John Robert Woods as a member of the Children's Court at Boddington.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 3rd July, 1958.

IT is hereby notified, for public information, that His Excellency the Governor in Executive Council has been pleased to approve of the following appointments to the Commission of the Peace:—

Robert McKenzie Campbell, Esquire, of Billa-bong Station, via Mullewa, as a Justice of the Peace for the Geraldton Magisterial District.

William Wauhop, Esquire, of 48 Duke Street, East Fremantle, as a Justice of the Peace for the State of Western Australia, in lieu of the Fremantle Magisterial District.

Ernest John Moore, Esquire, of 59 Elsie Street, Watermans Bay (formerly of Leonora), as a Justice of the Peace for the Perth Magisterial District, in lieu of the Collier Magisterial District.

Charles Keith Blythe, Esquire, of King River, via Albany (formerly of Glenroy Station, via Derby), as a Justice of the Peace for the Stirling Magisterial District, in lieu of the West Kimberley Magisterial District.

Joseph Willis Anthony, Esquire, of 107 East Street, Mt. Hawthorn (formerly of Kojonup), as a Justice of the Peace for the Perth Magisterial District, in lieu of the Stirling Magisterial District.

EX OFFICIO JUSTICE OF THE PEACE.

IT is hereby notified, for public information, that Andrew Wood McPhail, Esquire, of Byford, Chairman of the Armadale-Kelmscott Road Board, has been appointed under section 9 of the Justices Act, 1902-1948, to be a Justice of the Peace for the Perth and Fremantle Magisterial Districts, during his term of office as Chairman of the Board.

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

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
				1958
Medical	Inspector, Hospital Accounts (Item 1712/57)(b)	C-II.-4/5	Margin £520-£655	4th July.
Child Welfare	Probation Officer (Item 3649/57)	G-II.-4(F)	Margin £375-£415	do.
Agriculture	Field Technician, North-West (a) (c)	G-II.-1/2	Margin £295-£385	do.
Do.	Field Technician, Grade 3, Denmark Research Station (a) (c)	G-II.-1/2	Margin £295-£385	do.
Lands and Surveys	Clerk, Registration and Deeds Branch (Item 691/57)	C-II.-1	Margin £295-£325	do.
Lands and Surveys	Geodesist, Geodetic Section (Item 940/57)....	P-II.-8	Margin £925-£970	11th July.
State Government Insurance Office	Clerk (Internal Audit) (Item 2959/57) (b)....	C-II.-3/4	Margin £430-£565	do.
Agriculture	Cereal Products Adviser, Wheat and Sheep Division (Item 3879/57)	P-II.-8/9	Margin £925-£1,060	do.
Public Works	Clerk (Relieving), Mechanical and Plant Engineer's Branch (Item 2175/57)	C-II.-2	Margin £355-£385	do.
Crown Law	Clerk of Courts, Wagin (Item 3236/57)	C-II.-4/5	Margin £520-£655	do.
Do.	Clerk, Endorsing Room, Land Titles Office (Item 3379/57)	C-II.-1	Margin £295-£325	do.
Labour	Clerk-in-Charge, Factories Branch (Item 2933/57)	C-II.-3	Margin £430-£475	18th July
Do.	Clerk (Item 2924/57)	C-II.-2/3	Margin £355-£475	do.
Crown Law	Clerk, Supreme Court (Item 3110/57)	C-II.-1	Margin £295-£325	do.
Education	Specialist Superintendent (Music) (a)....	P-I.-1/3	Margin £1,290-£1,540	1st August.

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

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

(c) Diploma of a recognised Agricultural College or its equivalent is desirable.

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.

4th July, 1958.

K. J. TOWNSING,
Public Service Commissioner.

Public Service Commissioner's Office,
Perth, 2nd July, 1958.

Crown Law Department,
Perth, 2nd July, 1958.

HIS Excellency the Governor in Executive Council has created the following position under section 32 of the Public Service Act, 1904-1956:—

Ex. Co. 436, P.S.C. 428/58—Director, Public Health Laboratories, P-S-£3,320, Public Health Department.

Amendments to Title and Classification.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given of the following amendments to title and classification of two offices in the Clerical Section of the Central Office, Supreme Court, Crown Law Department, with effect from the 1st July, 1958:—

Item 3110/57, vacant, reclassified from Clerk, C-IV, to Clerk, C-II-1.

Item 3119/57, vacant, retitled and reclassified from Clerk, C-IV, to General Assistant, G-VII-1.

And of the following offices attached to the X-ray Laboratories, Kalgoorlie, Medical Department, with effect from 1st July, 1958.

Item 1728/57—Radiographer (Mobile X-ray Unit), G-II-2, occupied by D. A. Darroch, to Radiographer, G-II-1.

Item 1729/57—Radiographer, G-II-2, occupied by F. J. Murray, to Radiographer, G-II-1.

And of the following office attached to the Department of Labour:—

Item 2924/57—Industrial Officer, C-II-3/4, to Clerk, C-II-2/3, with effect as from a date to be fixed by the Public Service Commissioner.

K. J. TOWNSING,
Public Service Commissioner.

THE Hon. Minister for Justice pursuant to section 10 (2) of the Stipendiary Magistrates Act, 1957, has assigned, temporarily, to Thomas Alexander Draper, a stipendiary magistrate appointed under the Stipendiary Magistrates Act, 1957, the South-West Court of Session for the sitting commencing at Bunbury on Thursday, the 31st July, 1958.

THE Hon. Minister for Justice pursuant to the powers conferred upon him by section 18 of the Courts of Session Act, 1921, has directed that a special sitting of the Port Hedland Court of Session be held at the Court House at Port Hedland to commence on Monday, 14th July, 1958.

THE Hon. Minister for Justice pursuant to section 13 (3) of the Local Courts Act, 1904-1957, has appointed Kevin William Sheedy, as substitute to discharge the duties of Clerk of the Local Court, at Wagin, *vice* Charles Edward Holmes, transferred, as from 2nd July, 1958.

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

Appointments.—Harry Hyde, Claremont; Russell Bernard Twogood, Shenton Park; Frederick Frank, Mt. Lawley.

Cancellations.—Tom Arthur Marsden and Ronald Arthur Plaisted.

R. C. GREEN,
Under Secretary for Law.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA.

in the matter of the Estate of David Patterson, formerly of Tenindewa, via Geraldton, in the State of Western Australia, but late of Main Roads Department Camp, Gascoyne River Bridge, in the said State, Foreman, deceased, intestate, and in the matter of the Escheat Procedure) Act, 1940.

Ex Parte: The Crown.

Notice of Application for Order of Escheat.

TAKE notice that an application will be made on the 6th day of August, 1958, at 10.30 o'clock in the forenoon, to a Judge of the Supreme Court, in Chambers, for an order that the property mentioned hereunder, being the assets of the estate of the abovenamed deceased, shall be and become the property of the Crown by way of Escheat.

Personal Estate.

Funds amounting to the sum of one thousand one hundred and sixty-three pounds two shillings and threepence (£1,163 2s. 3d.) in the hands of the Public Trustee in the State of Western Australia to the credit of the account of the estate of David Patterson, deceased.

Any person claiming title to the abovementioned property may appear in support of the claim.

Dated the 27th day of June, 1958.

(Sgd.) KEVIN G. WALSH,
Crown Solicitor.

(This notice was filed by Leo Joseph Regan, of the Crown Law Department, Conveyancer on behalf of the Crown Solicitor.)

Department of Native Welfare,
Perth, 6th June, 1958.

THE undermentioned is hereby notified for general information:—

NATIVE WELFARE ACT, 1905-1954.

May, 1958.

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

Certificate No.; Name; Address; Date Granted.

- A1624; Councillor, Leonard Hector; Carnarvon; 6/5/58.
A1625; Donaldson, Dick; Coolgardie; 9/5/58.
A1626; Rule, Billy; Norseman; 9/5/58.
A1627; Roundhead, Daisy; Coolgardie, 9/5/58.
A1628; Dingo, Hilda; Mullewa; 8/5/58.
A1629; Papertalk, Gladys; Murrum Station; 9/5/58.
A1630; Papertalk, Katie; Murrum Station; 9/5/58.
A1631; Angao, Maudie; Beagle Bay Mission; 14/5/58.
A1632; Gauermer, Gabriel; Broome; 19/5/58.
A1633; Ambrose, John; Broome; 21/5/58.

Cancelled.

Certificate No.; Name; Address; Reason; Date.

- A1607; Fieldiel, Cecilia Barn Barmi; Beagle Bay; Died; 7/4/58.
A1525; McPhee, Dolly; Merredin; Citizenship; 1/5/58.
A618; Councillor, Leonard Hector; Carnarvon; replaced by Certificate A1624; 6/5/58.
A1428; Roundhead, Daisy; Coolgardie; replaced by Certificate A1627; 9/5/58.
A1575; Anastasia, Maudie; Beagle Bay Mission; replaced by Certificate A1631 in married name; 14/5/58.
A556; Donaldson, Dick; Coolgardie; replaced by Certificate A1625; 9/5/58.
A0920; Carpon, Louis; Broome; Died; 11/4/58.
A1296; Buckle, Alfred A. W. C.; Derby; Citizenship; 21/5/58.

NATIVES (CITIZENSHIP RIGHTS) ACT,
1944-1951.

May, 1958.

Certificate No.; Name; Where Granted;
Date Granted.

- 1315; McPhee, Lorna Hannah; Merredin; 1/5/58.
1314; McPhee, Dolly (includes children—Shirley McPhee, born 2/2/42, Colin McPhee, born 16/8/44, Beryl McPhee, born 16/7/46); Merredin; 1/5/58.
1304; Smith, Eunice Patricia; Perth; 20/5/58.
1329; Buckle, Alfred Arthur William Condon (includes children—James Joseph Buckle, born 20/9/56, Neil Dennis Buckle, born 14/8/57); Derby; 21/5/58.
1333; Torres, Cassimer Ernest; Derby; 21/5/58.
Cancelled.
791; Smith, Eunice Patricia (lost); Narrogin; 24/6/54.

S. G. MIDDLETON,
Commissioner of Native Welfare.

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:—

PINJARRA.

- 23rd July, 1958, at 11 a.m., at the Court House:—
Dwellingup—Town (A) (B) 231, 38.3p., £60; 232, 1r. 5.7p., £60; 233, 1r. 20.9p., £55; 234, 1r. 15.8p., £55; 235, 32.2p., £50.

BROOME.

- 25th July, 1958, at 3 p.m., at the Court House:—
Broome—Town 522, 2r. 12p., £25; 526, 2r. 12p., £25.

(A) Building conditions.

(B) Special conditions.

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

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

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.
Adams, S. V.; 338/7002; Denham 50; non-payment of rent; 648/57; Townsite.
Bennett, L. M.; 338/6837; Kalbarri 80; non-payment of rent; 645/57; Townsite.
Carpio, L. I.; 338/6999; Watheroo 58; non-payment of rent; 3719/57; Townsite.
Hadden, A. C.; 338/6978; Wongan Hills 289; non-payment of rent; 2375/57; Townsite.
Shaw, F. W.; 338/6877; Jurien Bay 24; non-payment of rent; 4364/56; Townsite.
Public Trustee, Administrator of the Will of Smith, M. J. A.; 3117/3374; Kalgoorlie 3289; non-payment of rent; 889/43; Townsite Sheet 1.

APPLICATIONS FOR LEASING.

Department of Lands and Surveys,
Perth, 4th July, 1958.

Corres. 378/54. (Plan 423/80, C4.)

APPLICATIONS are invited, under section 116 of the Land Act, 1933-1956, for leasing Esperance Locations 730 to 738 inclusive, containing 900 acres, for grazing purposes only, for a term of ten (10) years at an annual rental of £12.

The following conditions shall apply:—

No compensation will be payable for improvements effected by the lessee and existing at the determination of the lease.

Applications will be accepted at the Department of Lands and Surveys, Perth, on or before Wednesday, 6th August, 1958.

Each application must be accompanied by one-half year's rental plus £1 for fees.

F. C. SMITH,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.
Under Part VII of the Land Act, 1933-1956.

WEDNESDAY, 13th AUGUST, 1958.

Eastern Division (near Kambalda).

Corres. 4324/53. (Plan 40/80.)

IT is hereby notified, for general information, that the undermentioned area will be available on and after Wednesday, the 13th August, 1958, excluding all roads and reserves and subject to payment for improvements, if any. Deposit required, £4 2s. 6d.

All that portion of land containing about 24,130 acres, bounded by lines commencing at the south-east corner of reserve 17477 and extending southwards about 240 chains to the northern boundary of Pastoral Lease 395/535; thence westward 156 chains to the north-western corner of the said lease; thence south about 130 chains; thence westward 450 chains along the northern boundary of Pastoral Lease 395/708 to its north-west corner; thence south about 90 chains to the Coolgardie-Esperance Highway; thence generally in a north-westerly direction for about 260 chains to the southern boundary of reserve 10138; thence east 90 chains along the said boundary; thence north 60 chains; thence east about 64 chains; thence north again about 80 chains; thence west about 126 chains; thence south about 80 chains; thence west about 62 chains to the Coolgardie-Esperance Highway; thence generally north-westerly for about 184 chains to the southern boundary of Pastoral Lease 395/536; thence eastward about 836 chains to the starting point.

F. C. SMITH,
Under Secretary for Lands.

ERRATUM.

LAND OPEN FOR SELECTION.

IN *Government Gazette* (No. 48), dated 27th June, 1958, at page 1377, in Schedule II, under District: For "Esperance (b) (c) Jilbadji (f) (j)" read "Jilbadji (b) (c) (f) (j)."

F. C. SMITH,
Under Secretary for Lands.
Perth, 1st July, 1958.

4th July, 1958.

LAND OPEN FOR SELECTION

Perth Land Agency.

Department of Lands and Surveys,
Perth, 4th July, 1958.

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

OPEN ON AND AFTER WEDNESDAY, 6TH AUGUST, 1958

SCHEDULE 1.

Location	Area	Price per Acre	Plan	Corres. No.	Classification File	Deposit required
Nelson 2625 (a)	a. r. p. 280 2 0	£ s. d. 0 18 0	415C/40 E. 3 & 4	3459/55	10370/05 p. 170 V. 7	£ s. d. 2 2 5
Oldfield 396 (a) (b)	1042 3 28	0 7 3	420/80 F. 3 & 4	537/57	5773/26 p. 17	3 4 9
Oldfield 397 (a) (b)	1050 1 3	0 7 9	421/80 B. 1 & 2	4479/56	6186/26 p. 2	3 4 9
Oldfield 317 (a) (b)	249 3 24	0 10 3	421/80 B. 1	4479/56	6184/26 p. 11	2 2 5
Oldfield 401 (a) (b)	742 3 11	0 8 3	421/80 B. 1	4479/56	6184/26 p. 11	2 16 0
Oldfield 416 (a) (b)	1799 2 19	0 7 3	421/80 B. 1	4479/56	2111/27 p. 9	3 15 3
Plantagenet 4769 (c)	5 3 14	14 0 0	452C/40 D. 4	4687/57	....	1 12 0
Roe 1288 (d)	1939 2 38	(Purchase Price) 0 8 3	376/80 F. 2	4018/57	1212/33 p. 24	3 17 8
Roe 1721 (a)	2365 2 19	0 9 6	375/80 A. 4	4579/57	4570/27 p. 31	4 4 0
Sussex 1144 (a)	100 0 0	1 0 0	413C/40 E. 3 126E/40 F. 2 & 127/80 A. 2 & 3	801/56	3868/11 p. 12	1 13 8
Victoria 10164 (a)	4531 0 0	0 4 0	90/80 C. 4	3366/57	4090/53 p. 84	5 11 3
Victoria 8735 (a)	3586 2 2	0 3 6	378D/40 C. 4	3462/56	5612/27 p. 11	5 1 8
Williams 3544 (a)	100 0 0	1 6 6		4764/53	1504/20 p. 14	1 13 8

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

(b) Subject to Mining conditions.

(c) Subject to the provisions of Section 53 of the Land Act, 1933-1956.

(d) Subject to payment for existing improvements.

F. C. SMITH,
Under Secretary for Lands

ROAD DISTRICTS ACT, 1919-1956.

Closure of Road.

THE Minister for Lands, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Gnowangerup Road Board to close the said portion of road, viz.:—

Gnowangerup.

Corr. 4799/30.

G.390. The unsurveyed road along part of the southern boundary of Plantagenet Location 3198 and through location 3027; from a surveyed road along the eastern boundary of location 3915 to a surveyed road along the eastern boundary of location 3027. (Plan 435/80, B2.)

N. A. YOUNG,
for Minister for Lands.

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

G. E. P. WELLARD,
Chairman Gnowangerup Road Board.

18th June, 1958.

ROAD DISTRICTS ACT, 1919-1956.

Closure of Road.

I, ERIC ALEXANDER ROBERT ATKINSON, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Chittering Road Board to close the said portion of road, viz.:—

Chittering.

Corr. 7942/97.

C.540. The surveyed road through Swan Locations 1372 and 5928; from the prolongation southward of the eastern boundary of location 487 to the easternmost boundary of location 5928. (Plans 28/80, DE1 and 31/80, D4.)

E. A. R. ATKINSON.

I, Eric John Stephens, on behalf of the Chittering Road Board, hereby assent to the above application to close the road therein described.

E. J. STEPHENS,
Chairman Chittering Road Board.

25th June, 1958.

ROAD DISTRICTS ACT, 1919-1956.

Closure of Road.

I, HENRY ERNEST HARDERS, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Toodyay Road Board to close the said portion of road, viz.:—

Toodyay.

Corr. 1000/44.

T114. The surveyed road along the north-western boundary of Avon Location 24302; from the westernmost corner of the location to its northernmost corner. (Plan 27D/40, A3.)

H. E. HARDERS.

I, Edward Davy, on behalf of the Toodyay Road Board, hereby assent to the above application to close the road therein described.

E. DAVY,
Chairman Toodyay Road Board.

19th June, 1958.

ROAD DISTRICTS ACT, 1919-1956.

Closure of Road.

TELFER AND CARSON PTY. LTD., being the owner of land over or along which the portion of road hereunder described passes, have applied to the Merredin Road Board to close the said portion of road, viz.:—

Merredin.

Corr. 809/15.

M. 523. All that portion of road No. 10309 bounded by lines commencing at the southernmost corner of Merredin Lot 61 and extending along the south-eastern boundaries of said lot 61 and lots 62 and 63 to the south-east corner of the lastmentioned lot; thence 180 degrees 1 minute 70.8 links; thence 246 degrees 11 minutes 5 chains 66.5 links to the starting point (Diagram 65322). (Plan Merredin Townsite.)

TELFER & CARSON PTY. LTD.

I, Harold James Clark, on behalf of the Merredin Road Board, hereby assent to the above application to close the road therein described.

H. J. CLARK,
Chairman, Merredin Road Board.

30th June, 1958.

STATE HOUSING ACT, 1946-1955.

THE undermentioned Crown Lease under the State Housing Act, 1946-1955, has been forfeited for a breach of a covenant contained in the said Crown Lease.

Lease No.: 30/57; Lessee: Norman Angus Franklin, of Kennedy Street, Northam; Land: Avon Location 27409; Town: Northam.

Inserted by order of the State Housing Commission.

A. D. HYNAM,
Manager.

TRANSFER OF LAND ACT, 1893-1950.

Application 4032/1957.

TAKE notice that Kevin John Cullen of Busselton Medical Practitioner has made application to be registered under the Transfer of Land Act, 1893-1950 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Busselton District and being Busselton Lot 86 the subject of Diagram 19090 containing 2 rods and one-tenth of a perch.

Bounded by lines commencing at the north-east corner of lot 9 of Busselton Town Lot 251 and extending north-easterly 1 chain 99.9 links along part of the south-eastern boundary of Albert Street thence south-easterly 2 chains 50.7 links along the south-western boundary of lot 10 of Busselton Lot 38 thence south-westerly 1 chain 99.8 links along the north-western boundary of Busselton Lot 37 thence north-westerly 2 chains 50.6 links along the north-eastern boundary of the said lot 9 to the starting point.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this office on or before the 4th day of August next a caveat forbidding the said land being brought under the operation of the said Act.

R. C. BUCHANAN,
Registrar of Titles.

Office of Titles, Perth, this 18th day of June, 1958.

Keall & McCall, Solicitors, Perth, Solicitors for the Applicant.

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.

Pemberton School—Removal and Re-erection of School from Yanmah (13436); 8th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Police Station, Pemberton, on and after 24th June, 1958.

South Collie (Wilson Park) School—Repairs and Renovations (13437); 8th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Collie, on and after 24th June, 1958.

Fremantle Hospital—Additions, 1956—Warm Air Heating (13375); 8th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th June, 1958.

Goldfields Water Supply—Pumping Stations Nos. 4, 5, 6, 7 and 8—Correction and Adjustment of Weighbridges (13438); 8th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th June, 1958.

Perth Chest Hospital—Supply and Fixing of Venetian Blinds (13451); 8th July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth, on and after 1st July, 1958.

Tuart Hill School Cottage—Purchase of (13433); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 17th June, 1958.

Eastern Goldfields High School—Extensive Additions (13435); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 24th June, 1958.

Esperance Agricultural Department—Erection of New Offices (13440); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and at Police Station, Esperance, on and after 1st July, 1958.

Harvey Agricultural Junior High School—New Latrines and Septic Tank Installation (13441); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Water Supply Office, Harvey, on and after 1st July, 1958.

Kununoppin Hospital—New Laundry (13442); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Hospital, Kununoppin, on and after 1st July, 1958.

Kwinana Department of Industrial Development—Erection of New Factory (13443); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st July, 1958.

Mosman Park Deaf and Dumb School—Erection of New Hall (13444); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st July, 1958.

Princess Margaret Hospital—New X-ray Building (13445); 15th July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st July, 1958.

Roebourne Hospital—Extensive Additions and Alterations (13446); 22nd July, 1958; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton, Port Hedland and Roebourne, on and after 1st July, 1958.

Boulder High School—Minor Alterations (13447); 22nd July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth, and Kalgoorlie, on and after 8th July, 1958.

Dongara Police Station and Quarters—Repairs and Renovations (13448); 22nd July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth and Geraldton, and Police Station, Dongara, on and after 8th July, 1958.

Supply and Erection of Fencing at Harbours and Rivers Depot, Ellam Street, Victoria Park (13450); 22nd July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth, on and after 8th July, 1958.

Bradleys School—Erection—Removal of School from Tuckanarra and Repairs and Renovations, etc. to Quarters (13452); 22nd July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth and Geraldton, on and after 8th July, 1958.

Wyndham New School—Erection (13449); 29th July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth, Wyndham and Derby, on and after 8th July, 1958.

Chidlow School and Quarters—Repairs and Renovations (13453); 29th July, 1958; conditions may be seen at the Contractor's Room, P.W.D., Perth, on and after 15th July, 1958.

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.

By order of the Hon. Minister for Works.

G. COCK,
Acting Under Secretary for Works.

4th July, 1958.

ROAD DISTRICTS ACT, 1919.

Cockburn Road Board and City of Fremantle.

Severance and Annexation of Land.

Notice of Intention.

Department of Local Government,
Perth, 2nd July, 1958.

L.G. 481/52 and 823/52.

IT is hereby notified, for general information, that it is the intention of His Excellency the Governor under the provisions of the Road Districts Act, 1919, to sever from the Cockburn Road District and to annex to the Fremantle Municipal District to form part of the South Ward thereof, the land specified in the Schedule hereto.

Plans showing the area which it is proposed to sever and annex may be inspected at the office of the Department of Local Government, 184 St. George's Terrace, Perth.

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

Schedule of Land to be severed from the Cockburn Road District and annexed to the Fremantle Municipal District.

That piece of land being part of Cockburn Sound Location 5 being part of lot 1 on Plan 2513 and being the whole of the land comprised in Certificate of Title Volume 1202, folio 142, containing 33 acres 0 roods 31 perches.

PUBLIC WORKS ACT, 1902-1956.

Sale of Land.

P.W. 1207/51, Ex. Co. No. 1181.

NOTICE is hereby given that His Excellency the Governor in Council, having been informed that no person is entitled under section 29 (3) (b) of the Public Works Act, 1902-1956, to be granted an option to purchase the land hereinafter described, has approved under section 29 (5) of the Public Works Act, 1902-1956, the sale of the said land by private contract to Leslie Arthur Linklater Hannaford, of 116 Belvedere Street, Belmont.

Land.

Portion of Swan Location T, being lot 447 on L.T.O. Plan 3403 and being part of the land comprised in Certificate of Title Vol. 1186, folio 172.

G. COCK,
Acting Under Secretary for Works.

P.W. 688/57

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

LAND ACQUISITION

Drainage at Foss Street, Palmyra

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—and being all in the Swan District—have, in pursuance of the written approval under the Public Works Act, 1902-1956 and the Road Districts Act, 1919-1956 of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 2nd day of July, 1958, been compulsorily taken and set apart for the purposes of the following public work, namely :—
Drainage at Foss Street, Palmyra.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are shown marked off on Plan, P.W.D., W.A. 36205 (L.T.O. Diagram 23518), which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said lands shall vest in the Melville Road Board for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way, or other easements whatsoever.

SCHEDULE

No. on Plan P.W.D., W.A., No. 36205	Owner or Reputed Owner	Description	Area
....	Gordon Leslie Boyes and Julia Boyes	Portion of Swan Location 70 and being part of Lot 26 on L.T.O. Plan 1547 (Certificate of Title Volume 1144, Folio 708)	a. r. p. 0 0 36.6

Certified correct this 1st day of July, 1958.

A. HAWKE,
Acting Minister of Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 2nd day of July, 1958.

M.R.D. 41/48

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 Kelmescott District, for the purpose of the following public work, namely, widenings Armadale-Brookton Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1495, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Cosimo Cutri and Franco Cutri	C. and F. Cutri	Portion of Kelmescott Suburban Lot 32 on Diagram 14078 (Certificate of Title Volume 1109, Folio 497)	a. r. p. 0 1 6 (approx.)
2	Walter Jack Hewett	C. and F. Cutri	Portion of Kelmescott Suburban Lot P4 (Certificate of Title Volume 1151, Folio 616)	0 1 4 (approx.)

Dated this 26th day of June, 1958.

F. PARRICK,
Secretary, Main Roads

M.R.D. 600/57

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, 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. 2596, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Donald Munro (the younger)	D. Munro	Portion of Avon Location 1013 (Certificate of Title Volume 1194, Folio 637)	a. r. p. 0 1 24

Dated this 1st day of July, 1958,

F. PARRICK,
Secretary, Main Roads

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 Canning and Bedforddale District, for the purpose of the following public work, namely, widening Perth-Albany Road, and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A., 548, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Hammond Thomas Cross, Benjamin Fancote Cross and Cyril Charles Cross	H. T., B. F. and C. C. Cross	Portion of Canning Location 32 and being part of the land on Diagram 2142 (Certificate of Title Volume 1003, Folio 357)	a. r. p. 1 3 2.5
2	Hammond Thomas Cross, Benjamin Fancote Cross and Cyril Charles Cross	H. T., B. F. and C. C. Cross	Portion of Canning Location 32 and being part of Lot 3 on Diagram 2120 (Certificate of Title Volume 1051, Folio 463)	0 3 1.9
3	Hammond Thomas Cross, Benjamin Fancote Cross and Cyril Charles Cross	H. T., B. F. and C. C. Cross	Portion of Canning Location 32 and being part of Lot 2 on Diagram 2119 (Certificate of Title Volume 890, Folio 39)	0 3 1.1
4	Hammond Thomas Cross, Benjamin Fancote Cross and Cyril Charles Cross	H. T., B. F. and C. C. Cross	Portion of Canning Location 51 and being part of the land on Diagram 11701 (Certificate of Title Volume 1095, Folio 733)	0 0 18.3
5	Ottavio Pagotto	O. Pagotto	Portion of Canning Location 514 (Certificate of Title Volume 1154, Folio 963)	1 3 31.6
6	Violet May Roberts	V. M. Roberts	Portion of Bedforddale Lot 1 (Certificate of Title Volume 485, Folio 38)	0 1 30.5
7	Justinian Edmund Dowell	J. E. Dowell	Portion of Bedforddale Lot 2 (Certificate of Title Volume 1057, Folio 864)	0 0 33.8
8	Richard Williams Dowell	R. W. Dowell	Portion of Bedforddale Lot 3 (Certificate of Title Volume 1063, Folio 707)	0 0 32
9	Frederick Alexander Trewarn	F. A. Trewarn	Portion of each of Bedforddale Lot 27 and Canning Location 489 and being part of Lot 8 on Diagram 12058 (Certificate of Title Volume 1132, Folio 113)	0 0 19.3
10	Andrew Robert Jamieson	A. R. Jamieson	Portion of Bedforddale Lot 27 and being part of Lot 8 on Diagram 12058 (Certificate of Title Volume 1132, Folio 105)	0 1 5.7
11	Andrew Robert Jamieson	A. R. Jamieson	Portion of Bedforddale Lot 28 and being part of Lot 7 on Diagram 12059 (Certificate of Title Volume 1088, Folio 524)	0 2 6.5
12	William Mathew Tchan	W. M. Tchan	Portion of Bedforddale Lot 39 (Certificate of Title Volume 1188, Folio 163)	0 1 36
13	Peter Pedretti	P. Pedretti	Portion of Bedforddale Lot 38 (Certificate of Title Volume 1198, Folio 49)	0 1 23.6
14	Peter Pedretti	P. Pedretti	Portion of Bedforddale Lot 37 (Certificate of Title Volume 1198, Folio 48)	0 3 12.8
15	Olwer John Dowell	O. J. Dowell	Portion of Bedforddale Lot 36 (Conditional Purchase Lease 342/2012)	0 2 19.6
16	Otto John Doberer	O. J. Doberer	Portion of Bedforddale Lot 35 (Certificate of Title Volume 1189, Folio 851)	0 2 2.3
17	Yetric Wood	Y. Wood	Portion of Canning Locations 23, 34, 36, 55 and 117 and being part of Lots 2 and 3 on Diagram 4974 (Certificate of Title Volume 1005, Folio 263)	1 3 23.7
18	Althea Dorris Barber	A. D. Barber	Portion of Canning Location 409 (Certificate of Title Volume 1076, Folio 138)	0 1 14.5
19	Clifford Stanley Douglas	C. S. Douglas	Portion of Canning Location 31 and being part of the land on Diagram 7645 (Certificate of Title Volume 975, Folio 105)	0 0 3.1
20	John Murray Bartley	J. M. Bartley	Portion of Canning Location 23 and being part of Lot 1 on Diagram 1062 (Certificate of Title Volume 213, Folio 65)	0 1 11.5
21	Walter Gustov Adolphe and Phoebe Margaret Thomson Adolphe	W. G. and P. M. T. Adolphe	Portion of Canning Location 23 and being part of Lot 2 on Diagram 1062 (Certificate of Title Volume 991, Folio 62)	0 0 35.1
22	The Roman Catholic Bishop of Perth and the Roman Catholic Bishop of Geraldton	The Roman Catholic Bishop of Perth and the Roman Catholic Bishop of Geraldton	Portion of Canning Location 23 and being part of Lot 3 on Diagram 1062 (Certificate of Title Volume 241, Folio 63)	0 0 34.9
23	Justian Edmund Dowell	J. E. Dowell	Portion of Canning Location 489 and being part of the land on Diagram 4975 (Certificate of Title Volume 720, Folio 151)	0 0 37.4
24	Justian Edmund Dowell	J. E. Dowell	Portion of Canning Location 489 and being part of Lot 2 on Diagram 8030 (Certificate of Title Volume 1118, Folio 363)	0 1 6.5
25	Donald Frederick Plant and Guenn Dolores Plant	D. F. and G. D. Plant	Portion of Canning Location 489 and being part of Lot 9 on Diagram 13047 (Certificate of Title Volume 1118, Folio 362)	0 0 16.5
26	Donald Frederick Plant and Guenn Dolores Plant	D. F. and G. D. Plant	Portion of Canning Location 489 and being part of Lot 12 on Diagram 16340 (Certificate of Title Volume 1141, Folio 641)	0 0 12.7
27	Henry William Hatton	H. W. Hatton	Portion of Canning Location 489 and being part of Lot 11 on Diagram 16340 (Certificate of Title Volume 1141, Folio 630)	0 0 11.1

SCHEDULE—*continued*

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
				a. r. p.
28	Louis Wyke Thorne	L. W. Thorne	Portion of Canning Location 489 and being part of Lot 6 on Diagram 9631 (Certificate of Title Volume 1058, Folio 746)	0 0 3.9
29	Kenneth Frank Harris	K. F. Harris	Portion of Canning Location 55, 117 and being part of Lot 15 on Diagram 21429 (Certificate of Title Volume 1201, Folio 178)	0 0 28.1
30	Klaas Moen	K. Moen	Portion of Canning Location 117 and being part of Lot 4 on Diagram 5016 (Certificate of Title Volume 1031, Folio 600)	0 0 13
31	Nikolai Overkov	N. Overkov	Portion of Canning Location 117 and being part of Lot 5 on Diagram 5016 (Certificate of Title Volume 1194, Folio 124)	0 0 1.6
32	Frank Harris and Alfred Clifford Harris	F. and A. C. Harris	Portion of Canning Location 55 and being part of Lot 14 on Diagram 21429 (Certificate of Title Volume 1201, Folio 177)	0 0 8.1
33	David Albert Payne	D. A. Payne	Portion of each of Canning Location 23 and 36 on Diagram 12785 (Certificate of Title Volume 1145, Folio 67)	0 0 20.1
34	John Craoqo	J. Craoqo	Portion of Canning Locations 34 and 36 and being part of Lot 1 on Diagram 5016 (Certificate of Title Volume 1089, Folio 735)	0 1 22.8
35	William Frederick Steicke and Kathleen Steicke	W. F. and K. Steicke	Portion of Canning Locations 34, 36 and 55 and being part of Lot 1 on Diagram 9150 (Certificate of Title Volume 1071, Folio 620)	0 0 37.1
36	Errol Edward Acre Avery	Leslie Hibbert Woods	Portion of Canning Location 23 and being part of Lot 10 on Diagram 1062 (Certificate of Title Volume 273, Folio 27)	0 1 11.1
37	Cyril Sampson and Alice Dorothy Sampson	C. and A. D. Sampson	Portion of Canning Location 23 and being part of Lot 9 on Diagram 1062 (Certificate of Title Volume 261, Folio 59)	0 2 25.3
38	George Hasson	G. Hasson	Portion of Canning Location 23 and being part of Lot 8 on Diagram 1062 (Certificate of Title Volume 752, Folio 55)	0 1 25.3
39	William John Mullaly	W. J. Mullaly	Portion of Canning Location 23 and being part of Lot 7 on Diagram 1062 (Certificate of Title Volume 1122, Folio 142)	0 1 13.5
40	John Oscar Farwick	J. O. Farwick	Portion of Canning Location 23 and being part of Lot 6 on Diagram 1062 (Certificate of Title Volume 1122, Folio 141)	0 0 16.4

Dated this 27th day of June, 1958.

F. PARRICK,
Secretary, Main Roads

M.R.D. 581/58

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, deviating Balingup-East Kirup Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1286, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Sylvia Lela Lytton Ryan	S. L. L. Ryan	Portion of Nelson Location 172 (Certificate of Title Volume 1144, Folio 676)	a. r. p. 2 1 36 (approx.)

Dated this 2nd day of July, 1958.

F. PARRICK,
Secretary, Main Roads

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

M.W.S. File 375/58.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in Reticulation Area No. 53, Part 3, Perth, within the boundaries of the Perth Road District, as hereunder described:—

Commencing at a point in the centre of Crawford Road, and opposite the centre of India Street, and proceeding thence in a south-westerly direction across Crawford Road, to and along the centre of India Street to the centre of Normanby Road; thence north-westerly along the centre of Normanby Road to a point opposite the centre of the right-of-way adjacent to the north-west boundary of lot 111, Normanby Road; thence north-easterly across Normanby Road, to and along the centre of the said right-of-way to a point opposite the south-west boundary of lot 108, Walter Road; thence north-westerly across the said right-of-way to and along the said south-western boundary of lot 108, Walter Road, and its prolongation to the centre of Walter Road; thence north-easterly along the centre of Walter Road to the centre of Crawford Road; thence south-easterly along the centre of Crawford Road to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 8228.

Owners of property situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer and are required, therefore, to connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st October, 1958, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st October, 1958, rates will be charged from date of connection.

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

Dated this 4th day of July, 1958, at the office of the Department, St. George's Place, Perth.

B. J. CLARKSON,
Under Secretary.

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

M.W.S. File 374/58.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in Reticulation Area No. 53, Part 2, Perth, within the boundaries of the Perth Road District, as hereunder described:—

Commencing at a point in the centre of Crawford Road and opposite the centre of College Street, and proceeding thence in a south-westerly direction across Crawford Road to and along the centre of College Street to the centre of Normanby Road; thence north-westerly along the centre of Normanby Road to the centre of Chatham Street; thence south-westerly along the centre of Chatham Street and its prolongation to the centre of Dundas Road; thence north-westerly along the centre of Dundas Road to a point opposite the centre of Helen Street; thence north-easterly across Dundas Road, to and along the centre of Helen Street and its prolongation across reserve P.W.D. 29184 to a point opposite the centre of the right-of-way adjacent to the south-western boundaries of lots 85 to 92 inclusive, Crawford Road; thence north-westerly across Helen Street, to and along the centre of the said right-of-way and its prolongation to the centre of India Street; thence north-easterly along the centre of India Street and its prolongation to the centre of Crawford Road; thence south-easterly along the centre of Crawford Road to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 8227.

Owners of property situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer and are required, therefore, to connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st October, 1958, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st October, 1958, rates will be charged from date of connection.

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

Dated this 4th day of July, 1958, at the office of the Department, St. George's Place, Perth.

B. J. CLARKSON,
Under Secretary.

**METROPOLITAN WATER SUPPLY, SEWERAGE
AND DRAINAGE ACT, 1909-1956.**

M.W.S. 720/54.

NOTICE is hereby given that the rate books for the year ending 30th June, 1959, of lands in the Metropolitan Water Supply and Sewerage District and Metropolitan Main Drainage District No. 1, respectively, in the Metropolitan Water, Sewerage and Drainage Area, liable to be rated under the abovementioned Act, have been made up and are now open to inspection by ratepayers.

Notice is also given that the Minister of Water Supply, Sewerage and Drainage has ordered the undermentioned rates to be made and levied for the year ending 30th June, 1959, upon all rated lands entered in the said rate books for the said districts, that is to say:—

Metropolitan Water and Sewerage District.

Water Rate—One shilling and sixpence in the £: Minimum rate, one pound (£1).

Sewerage Rate—One shilling and ninepence in the £: Minimum rate, one pound (£1).

Metropolitan Main Drainage District No. 1.

Metropolitan Main Drainage Rate—Fourpence in the £: Minimum rate, five shillings (5s.).

A memorandum of each such orders has been duly made and signed.

Appeals against the valuations must be lodged within one month after the publication of this notice.

In accordance with By-law No. 266 of the Metropolitan Water Supply, Sewerage and Drainage Department's by-laws, the said rates are payable in moieties on the 1st day of July, 1958, and the 1st day of January, 1959.

By order of the said Minister,

B. J. CLARKSON,
Under Secretary, Metropolitan Water Supply,
Sewerage and Drainage Department.
St. George's Place, Perth.

**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.

North Fremantle Municipality.

3217/58—Elizabeth Street, from Higham Road to Ainslie Road—south-easterly.

City of Perth.

1383/54—Westmorland Street, from Creaton Street to Etwell Street—north-easterly.

Cockburn Road District.

8024/58—Parnell Road, from Clontarf Road to lot 9—southerly.

Gosnells Road District.

8959/57—Albany Highway, from lot 24 to lot 7—southerly.

Melville Road District.

8163/58—MacLeod Road, from lot 798 to lot 799—northerly.

8120/58—Daniel Street, from lot 62 to lot 61—south-easterly.

8113/58—River View Terrace, from lot 248 to lot 250—southerly.

8141/58—Davidson Road, from lot 16 to lot 17—northerly.

8081/58—Woodley Crescent, from lot 174 to Shelshaw Street—southerly. Shelshaw Street, from lot 79 to lot 179—westerly.

Perth Road District.

8142/58—Wyndham Way, from Douglas Avenue to lot 28—westerly.

8160/58—Alexander Street, from Weaponess Road to lot 71—westerly.

8170/58—Jedda Road, from lot 56 to lot 68—westerly.

8152/58—Valerie Street, from lot 48 to lot 96—south-easterly.

8174/58—Brosnan Street, from lot 20 to lot 21—north-easterly.

And the Minister of 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 4th day of July, 1958.

B. J. CLARKSON,
Under Secretary.

COUNTRY AREAS WATER SUPPLY ACT,
1947-1954.

P.W.W.S. 312/58.

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 provisions of the Country Areas Water Supply Act, 1947-1954.

The Description of the Proposed Waterworks.

The laying of approximately 9 miles 56 chains of 6-inch diameter and 3 miles 66 chains of 8-inch diameter pipe from Pingelly to Brookton, together with all necessary valves and appurtenances.

The Localities in the Country Water Area in which they will be Constructed.

(a) Within and along the western boundary of the Great Southern Railway Reserve No. 16969 from a point near the south-east corner of Avon Location 3552 northward to a point opposite road No. 3185; thence westward along road No. 3185, passing the south-west corner of Avon Location 4556 to a point opposite the north-west corner of Avon Location 4802; thence westward and northward across road No. 3185 to the south-east corner of location 6160; thence north-westerly through that location and through locations 21414 and 21413 to the Brookton Reservoir.

(b) From a point on road No. 3185 near the south-west corner of Avon Location 4556 aforesaid northward to and along road No. 6622 to the Brookton Townsite boundary; thence south-westward along a surveyed road to a point on the Brookton reticulation pipeline.

All as shown in red on Plan P.W.D., W.A., 36216.

The Purposes for which they are to be Constructed and the Parts of the Country Water Area which are Intended to be Supplied with Water.

To supply water to the lands abutting on the said mains, for future development and to increase the supply of water to the Brookton Townsite.

The Times when and the Places at which the Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Terrace, Perth, and at the offices of the Pingelly Road Board, at Pingelly, and the Brookton Road Board, at Brookton.

For one month on and after the 7th day of July, 1958, between the hours of 10 a.m. and 3.30 p.m.

(Sgd.) A. HAWKE,
Acting Minister for Water Supply,
Sewerage and Drainage.

Perth, 25th June, 1958.

MUNICIPAL CORPORATIONS ACT, 1906-1954.

City of Fremantle.

Notice of Intention to Borrow.

Proposed Loan (No. 48) of £2,500.

NOTICE is hereby given that the City of Fremantle proposes to borrow the sum of £2,500 to be expended on works and undertakings in the Fremantle Municipal District. Such works and undertakings being construction of club rooms on reserves 6638, 8860 and lot 1516.

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

The amount of £2,500 is to be raised by the sale of debentures, repayable with interest by 40 equal half-yearly instalments over a period of 20 years from the date of issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at the rate of five and one-half per cent. per annum, repayable half-yearly.

The amount of the said debenture and interest thereon is to be paid at the office of the Fremantle Municipal Transport Board.

Dated this 24th day of June, 1958.

W. FRED SAMSON,
Mayor.

N. J. C. MCCOMBE,
Town Clerk.

TRAFFIC ACT, 1919-1957.

Municipality of Bunbury—Traffic Inspector.

NOTICE is hereby given that the appointment of Joseph Allen Casserly as a Traffic Inspector for the Municipality of Bunbury, has been terminated with effect from 3rd July, 1958.

R. HOUGHTON,
Town Clerk.

MUNICIPAL CORPORATIONS ACT, 1906-1956.

Municipal Elections.

Department of Local Government,
Perth, 2nd July, 1958.

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

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

Narrogin Municipal Council.

*—; 21/6/58; Munday, Percy Cecil; Farmer; (b); Munday, P. C.; unopposed.

Albany Municipal Council.

*North-East; 28/6/58; Whiteford, Noel Vivian Carr; journalist; (b); O'Connell, B.

* Denotes extraordinary election.

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

(ii) provide and maintain a fire-break not less than ten feet (10 feet) wide completely around drum ramps and other places where drums, full or empty, are stored.

By order of the Board,

F. B. COOPER,
Secretary.

ROAD DISTRICTS ACT, 1919-1956.

Nannup Road Board.

Notice of Intention to Borrow—Loan No. 4.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Nannup Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: Amount, £4,400, repayable with interest of 5½ per cent. per annum, payable to the Coal Mine Workers' Pensions Tribunal, at 55 Murray Street, Perth, by 20 equal half-yearly instalments of principal and interest over a period of 10 years from the date of issue of the debentures. Purpose of loan: Purchase of a road grader.

Estimates and statement required by section 297 are open for inspection by ratepayers at the office of the Board, during office hours, for one month after the last publication of this notice.

Dated this 27th day of June, 1958.

S. E. FORD,
Chairman.
C. GILBERT,
Secretary.

TRAFFIC ACT, 1919-1957.

Toodyay Road Board.

IT is hereby notified for general information that William James Honeychurch, Edward Patrick O'Neill and Evan Alfred Shier have been appointed Traffic Inspectors under the provisions of the Traffic Act, 1919-1957, for the Toodyay Road District.

The appointment of Walter K. Leggett as Traffic Inspector for the Toodyay Road District was terminated on the 30th June, 1958.

Dated this 1st day of July, 1958.

E. DAVY,
Chairman.

VICTORIA PLAINS ROAD BOARD.

Fire Breaks.

THE Board has issued, and hereby publishes, the following orders under section 33 of the Bush Fires Act:—

Rural Lands.

All lands within the Victoria Plains Road District must have fire breaks at least ten feet (10 feet) wide provided as near as possible to the boundaries of such lands not later than 22nd October, 1958, and that this order shall apply to uncleared as well as cleared lands. Any owner or occupier may make application to the Board for approval to the provision of breaks in alternative positions. If no such application is made and approved, breaks must be provided as ordered above.

Fuel Dumps (Fuel Depots).

Owners and occupiers of land on which fuel dumps are situated are required to, not later than 22nd October, 1958—

- (i) clear all grass and similar inflammable material from drum ramps and other places where drums, full or empty, are stored, and maintain such places clear of such materials; and

ROAD DISTRICTS ACT, 1919-1954.

Belmont Park Road Board.

Notice of Intention to Borrow.

Proposed Loan of £30,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1954, the Belmont Park 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: Thirty thousand pounds (£30,000) for fifteen (15) years, with interest at the rate of five pounds ten shillings (£5½) per cent. per annum, repayable at Perth, Western Australia, by 30 equal half-yearly instalments of principal and interest. Purposes: For the construction, reconstruction and sealing, with drainage where necessary, of various roads and footpaths, together with expenses in connection with raising of the moneys.

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 for one month after the publication of this notice, during office hours.

The works and undertakings for which the loan is proposed to be raised will, in the opinion of the Board, be of benefit to the whole of the Belmont Park Road District and any rate applicable to such loan will be levied on all rateable land in the district.

Dated this 1st day of July, 1958.

P. J. FAULKNER,
Chairman.
W. G. KLENK,
Secretary.

ROAD DISTRICTS ACT, 1919-1956.

Road Board Election.

Department of Local Government,
Perth, 2nd July, 1958.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1956, that the following gentleman has been elected a member of the undermentioned road boards to fill the vacancy 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.

Mt. Magnet Road Board.

*21/6/58; Jones, John McCormack; Country; Pastoralist; (a); Jones, J. McC.; unopposed.

* Denotes extraordinary election.

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

VERMIN ACT, 1918-1956.

Narrogin Vermin District.

NOTICE is hereby given pursuant to section 102A of the Vermin Act, 1918-1956, that the prohibition on the taking of rabbits or catching by any means except poisoning in the Vermin District of Narrogin is cancelled, from 1st July, 1958.

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
1958.			1958.
June 10	387A, 1958	Heavy Duty Planer and Moulder (Re-called)	July 10
June 6	389A, 1958	Automatic Barrier Level Crossing Signals	July 10
June 20	414A, 1958	Railway Sleepers	July 10
June 20	415A, 1958	Retreading, Recapping and Repairing of Tyres and Repairing of Inner Tubes	July 10
June 20	433A, 1958	Pedestrian Push Buttons for use on Traffic Light Indicators	July 10
June 24	435A, 1958	Limestone Rubble Sub-Base	July 10
June 27	440A, 1958	Tree Rakes for fitting to Tractors	July 10
June 27	444A, 1958	Petrol Driven Friction Winch	July 10
July 1	451A, 1958	Bread for Claremont, Fremantle, Guildford, Canning Bridge, Heathcote and Perth	July 10
June 20	417A, 1958	Cartage of Bricks for P.W.D. Housing Construction	July 17
June 27	443A, 1958	Firewood (Boiler Wood) for Woorlooloo Sanatorium	July 17
July 1	446A, 1958	Hand Operated Gantry Crane with additional Trolley and Chain Block	July 17
July 1	449A, 1958	Steel Cored Aluminium Conductor	July 17
July 1	450A, 1958	Electric Lamps for Government Departments	July 17
July 4	455A, 1958	Quicksilver	July 24
July 1	448A, 1958	Hard Drawn Bare Copper Conductor	July 31
July 4	454A, 1958	Railway Car and Wagon Tyres	Aug. 7
June 10	391A, 1958	Diesel Electric Locomotives (Inspection at Liaison Officers and Agent General)	Sept. 11

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
1958			1958
June 20	413A, 1958	1954 International Utility, <i>ex</i> Agriculture Department, Broome	July 10
June 20	421A, 1958	1950 Aerial Motor Cycle and Sidecar at P.W.D., Albany	July 10
June 20	422A, 1958	1951 Aerial Motor Cycle and Sidecar at P.W.D., Collie	July 10
June 20	423A, 1958	1952 B.S.A. Motor Cycle and Sidecar at P.W.D., Waroona	July 10
June 20	424A, 1958	1952 B.S.A. Motor Cycle and Sidecar at P.W.D., Geraldton	July 10
June 20	425A, 1958	1952 B.S.A. Motor Cycle and Sidecar at P.W.D., Bridgetown	July 10
June 20	429A, 1958	1948 Ford 1 ton Van (W.A.G. 1759)	July 10
June 24	434A, 1958	1954 Willys Jeep (W.A.G. 3331)	July 10
June 24	439A, 1958	1941 Chevrolet 15 cwt. Utility	July 10
June 27	441A, 1958	Secondhand Tyres (Tractor, Earth Moving, Truck, Car)	July 10
June 27	442A, 1958	Electrically Heated Cellophane Bag Sealer/Crimper and a quantity of Envelopes and Special Inserts	July 10
June 27	445A, 1958	Second Grade Scantlings <i>ex</i> Banksiadale	July 10
July 1	453A, 1958	Secondhand Empty 44 gallon Drums (Re-called)	July 10
July 1	447A, 1958	Secondhand Display Type Counter Refrigerators (Re-called)	July 17
July 1	452A, 1958	1950 Austin 2-3 ton Truck (W.A.G. 2352)	July 17

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.

4th July, 1958.

G. W. FRUIN,
Acting Chairman Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders

Tender Board No.	Date	Contractor	Schedule No.	Particulars	Department concerned	Rate
625/58	1958 June 26	Hotel & Cafe Supplies Pty. Ltd.	363A, 1958	Supply of Dishwashers for Royal Perth Hospital	Public Works	£305 each
644/58	do.	H. L. Brisbane & Wunderlich Ltd.	364A, 1958	Supply of Stainless Steel Fittings for Fremantle Hospital	do.	£2,388
1733/57	do.	British Timken Pty. Ltd.	181A, 1958	Supply of Roller Bearings and Associated Fittings	Railways	£26 5s. ea. Stg.
377/58	do.	Wesfarmers Tutt Bryant Pty. Ltd.	206A, 1958	Supply of Electrical Boring Equipment, as follows :—	Public Works	
				Item 1		£662 5s.
				Item 2		£1,524 13s. 8d.
614/58	do.	George Moss Pty. Ltd. S. W. Hart & Co. Pty. Ltd.	341A, 1958	Supply of Urns and Tilting Pots for Royal Perth Hospital, as follows :—	do.	
				Item 1		£68 each
				Item 2		£142 each
68/58	June 20	Ducon Condenser Ltd.	38A, 1958	Supply of Capacitors	S.E.C.	£18,887
504/58	June 26	Various	290A, 1958	Supply of Wood and Metal Working Machinery	Public Works	Details on application
566/58	do.	do.	331A, 1958	Supply of Machinery for Liveringa Rice Project	do.	do. do.
39/58	do.	do.	115	Supply of Furniture, etc., during period 1st July, 1958, to 30th June, 1959	Various	do. do.
551/58	do.	F. H. Brown	313A, 1958	Purchase and Removal of the following :—	Railways	
				Item 3—Ford Custom Utility (Eng. No. AYR95422)		£173 10s.
		M. Perich		Item 1—Ford Custom Utility (Eng. No. AVR86635)		£160.
		Globe Motors		Item 2—Chevrolet Utility (Eng. No. ADR923110)		£58
617/58	do.	K. J. Vine	345A, 1958	Purchase and Removal of 1941 Chevrolet Utility (Eng. No. ADR923088), with 5 only 7.50 x 16 Wheels, Tyres and Tubes	Premier's	£58
595/58	do.	Western Trading Co.	336A, 1958	Purchase and Removal of Diesel Engine (No. 30646)	State Hotels	£23
610/58	do.	M. S. Quilligan	337A, 1958	Purchase and Removal of Front End Loader, mounted on Fordson Kero Tractor (Eng. No. 1105553), with 2 only 7.50 x 16 and 2 only 12.75 x 24 Wheels, Tyres and Tubes	Public Works	£150
495/58	do.	J. E. Hall	295A, 1958	Purchase and Removal of Obsolete Railway Wagons	Railways	£150
633/58	do.	Jim Green & Co.	355A, 1958	Purchase and Removal of Concrete Mixer, with 2 h.p. Oil Engine (No. C30221)	Public Works	£26
629/58	do.	C. A. Guthrie	351A, 1958	Purchase and Removal of International AL110 Utility (Eng. No. ASD220-3053), with 5 only 6.50 x 16 Wheels, Tyres and Tubes	Mines	£208 10s.
627/58	do.	Various	350A, 1958	Purchase and Removal of Non-Ferrous Swarf and Scrap Metal	Railways	Details on application
166/58	do.	Hadfields (W.A.)	95A, 1958	Purchase and Removal of 30 only Obsolete Locomotives	do.	£6 per ton

Addition to Contract.

Tender Board No.	Date	Contractor	Schedule No.	Particulars	Department concerned	Rate
1377/57	1958 June 27	Bradford Kendall Ltd.	647A, 1957	Supply of Axleboxes	Railways	£55 7s. each

MINING ACT, 1904-1957.

Notice of Intention to Forfeit Leases
for Non-payment of Rent.Department of Mines,
Perth, 18th June, 1958.

In accordance with section 97 of the Mining Act, 1904-1957, notice is hereby given that, unless the rent due on the undermentioned leases be paid on or before the 16th day of July, 1958, it is the intention of the Lieutenant-Governor and Administrator, under the provisions of section 98 of the Mining Act, 1904-1957, to forfeit such leases or breach of covenant, viz., for non-payment of rent.

I. R. BERRY,
Acting Under Secretary for Mines.

ASHBURTON GOLDFIELD.

Mineral Leases.

- 118—BILROSE: Rose, Kathleen.
119—BANDY'S PEAK: Rose, William.
155—RIDGE: Rose, William; Camp, Stanley George; Camp, Frederick John.
158—TURTLE MINE: Bellotti, May.
159—ELSIE HELEN: Kempton, Robert Norman; Kempton, Bernard Alfred; Kempton, Leslie Vernon; Rose, William.

BROAD ARROW GOLDFIELD.

- 264W—KING OF KINGS: Vuletich, Joe; Naismith, Bernard Thomas Clyde.
292W—NEW FENBARK: Andacich, Nick; Farrow, Phillip Godfrey.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

- 511Z—FIRST HIT: Sander, Rudolf Albert; Sander, Berthold Wilhelm.
777Z—NEW GOONGARRIE GOLD MINE: Christy, Vasil; Carutsos, Manuel; Pascoe, Richard Alexander; Davies, Cyril Vivian.

Ularring District.

- 101U—EMERALD: Bassett, Ernest Robert.
162U—RIVERINA SOUTH: Hurse, John Phillip; Vujcich, George.
169U—FIRST HIT NORTH: Vujcich, George

EAST COOLGARDIE GOLDFIELD.

- 647E—GOLDEN CROSS: Eddy, John Trezise; Eddy, John Graydon.
3032E—DRY MOUNT: Pascoe, Edmund James Ernest.
104E—HAPPY JOE: Miller, Walter Francis Andrew.
230E—NEW LOOK: Miller, Christopher John; Miller, Walter Francis Andrew.
6534E—PAULINE NORTH: Holman, Archibald Kenneth; Smith, Frederick Robert.
562E—BRETVIC: Sheehan, William John; Turich, Nicholas.
570E—ROCK AND ROLL: Robustellini, Alberta; Robustellini, Romeo; Robustellini, Steve.

Tailings Leases.

67E (123)—FENSON: Jones, Henry Llewelyn.

Miners' Homestead Leases.

- 279E—HAPPY ACRES FARM: Laming, Esme Irene.
280E—CRESSEY'S HOMESTEAD: Lucich, Charles.
284E—GOLDEN VALLEY: Trythall, William Thomas.
289E—LINTON: Evans, David John.
290E—REEVES: Evans, David John.
306E—WRIGHTS: Wright, John James.
311E—ROSAINE FARM: Adamson, John.

COOLGARDIE GOLDFIELD.

Coolgardie District.

- 4600—MELVA MAIE: Wells, Arthur John.
5325—GOLDEN GULLEY: Spargo's Reward Gold Mine (1935) No Liability.
5362—SPARGO'S No. 3—Spargo's Reward Gold Mine (1935) No Liability.
5363—SPARGO'S No. 4: Spargo's Reward Gold Mine (1935) No Liability.
5647—FAIR PLAY GOLD MINE: Tabain, Ante; Oreb, Ante.
5679—ADA: Grepo, Jack.
5959—UNKNOWN: Baker, Patrick Phillip.
5977—MYSTERY: Lillis, Michael John; Maguire, Michael Joseph.
5983—GLENLOTH: Kosovich, Ivan.
5984—HELSHAMS: Worth, Ernest Sydney; O'Connor, Raymond James; Rieusset, Ronald Arthur; Newman, Patrick John; Paladini, Guido; Lee, Edward Roland; Hammon, John Douglas Campbell; Margieson, Thomas; Taylor, John Lindsay.
5985—NEW HOPE: Tabain, Ante.
5986—JENNY WREN: Meadows, Sydney Charles; Bail, Robert McLean.
5990—ELEVENTH HOUR: Regan, Vivian Rowlands.
*5992—PREJUDICE: Williams, Henry James; Smith, Laurence Albert; Smith, Edward.
106—JOSEPHINE: De Longis, Antonio.
109—WOODLANDS: Green, Eric Edward.

Kunanalling District.

- *1047S—RESOLUTE: Gould, Albert Ray; Gould, Gilbert Alfred.
1048S—CARBINE: Crawford, Mary Ann; Crawford, Robert James.

KIMBERLEY GOLDFIELD.

Gold Mining Leases.

- 122—LODESTAR: Francis, Leslie; Russell, George Matthew; Terone, Frederick.
Miners' Homestead Leases.
3—LITTLEVALE: Moody, Robert Shaw; Terone, Frederick Nicholas.

EAST MURCHISON GOLDFIELD.

Lawlers District.

Gold Mining Leases.

- 1359—WORK HARD: Alac, Mate.
1362—BIRTHDAY STRIKE: Dorph-Petersen, Alfred Henning; Coe, Colin Thomas.

MT. MARGARET GOLDFIELD.

Mt. Margaret District.

Gold Mining Leases.

- 2138T—NIL DESPERANDUM: Clark, Henry Burke; Boni, Pietro; Tagliaferri, William; Crowley, John Patrick; More-schetti, Domenic; Martino, Angelo; Harrington, Thomas Richmond.
*2245T—LANCEFIELD EXTENDED WEST: Cable, Douglas.
*2445T—LANCEFIELD: Cable, Douglas.
*2471T—TRUMP: Cable, Douglas.
*2478T—LANCEFIELD NORTH: Cable, Douglas.
2484T—BOOMERANG EXTENDED: Cable, Mary Teresa.
*2489T—WEDGE: Cable, Douglas.
*2500T—WESTRALIA: Bridgeman, Henry Victor Stanley.
*2501T—WESTRALIA SOUTH: Bridgeman, Henry Victor Stanley.
*2514T—GLADIATOR: Boni, Pietro; Crowley, John Patrick; Martino, Angelo; Boni, Lino; Harrington, Thomas Richmond; More-schetti, Domenic; Tagliaferri, William.
*2518T—LANCEFIELD DEEPS EAST: Cable, Douglas.
*2519T—LANCEFIELD NORTH BLOCK IV: Cable, Douglas.
*2520T—LANCEFIELD CENTRAL: Cable, Douglas.
2567T—BOOMERANG: Cable, Charles.

Mt. Morgans District.

Gold Mining Leases.

- 561F—QUEEN OF MAY SOUTH: Greenhill, Thomas William Warren; Eddy, John Trezise; Warman, Charles Harold.
- 562F—PETOSSI NORTH: Greenhill, Thomas William Warren; Eddy, John Trezise; Warman, Charles Harold.
- 563F—GOLDEN TREASURE: Greenhill, Thomas William Warren; Eddy, John Trezise; Warman, Charles Harold.

Mineral Leases.

- 24F—ANACONDA COPPER MINE: Le Feuvre, George.

Mt. Malcolm District.

Gold Mining Leases.

- 1795C—RANGOON: Courcier, Kenneth Aubrey; Spencer, Percy Ernest.

Miners' Homestead Leases.

- 41C—BRAEMORE: Hadfield, Herbert Thomas.

NORTH COOLGARDIE GOLDFIELD.

Niagara District.

Gold Mining Leases.

- 928G—ALTONA: Barrett, Thomas.
- 929G—NORTH ALTONA: Barrett, Thomas.
- 933G—NEW GLADSTONE: George-Kennedy, Patrick Clive; Solly, Clifford Ross.
- 936G—ALTONA EXTENDED: Barrett, Thomas.
- 937G—VICTORY: Carter, George Frederick.

MURCHISON GOLDFIELD.

Cue District.

- 2237—GIDGIE: Bozanich, John.
- 2247—VICTORY: Bigetti, Antonio; Accorsini, Pietro.
- 2274—SILVER CITY: McIlwee, Francis; Farrelly, John.
- 2275—HOPE STREET: McIlwee, Francis; Farrelly, John.
- 2279—NEW LIGHT: DiPardo, Francesco.
- 2280—GREEN BELL: McIlwee, Francis; Farrelly, John.
- 2281—RED BELL: McIlwee, Francis; Farrelly, John.
- 2282—ORANGE BELL: McIlwee, Francis; Farrelly, John.
- 2283—WHITE BELL: McIlwee, Francis.

Day Dawn District.

- 669D—CASSIDY'S HOPE: Sceresini, Antonio; Sceresini, Ardello; Brega, Enrico; Cassidy, James Edward.

Mount Magnet District.

- 1255M—EDWARD CARSON: Cassey, Andrew.
- 1415M—EDWARD CARSON SOUTH: Cassey, Andrew.
- 1476M—CASCADE: Grose, Albert Franklin.
- 1479M—HESPERUS DAWN: Golden North (Evanston) No Liability.
- 1480M—GEORGE M: Young, Stanley Desmond.
- 1518M—CANTERBURY: Holland, James Allen; Caprinali, Andrea; Ronchi, Romano; Boundy, Clive Alfred Paul.
- 1519M—WESTMINSTER: Holland, James Allen; Caprinali, Andrea; Ronchi, Romano; Boundy, Clive Alfred Paul.
- 1581M—EXCHANGE: Ronchi, Romano; Phillips, William Thomas; Lierzer, Gottfried; Spos, Andrew.
- 1582M—IRIS MARIAN: Wright, Harold Cornelius.

Miners' Homestead Leases.

- 15M—MOUNTAIN VIEW: Cassey, Andrew.

EAST MURCHISON GOLDFIELD.

Black Range District.

- 1112B—THE MONARCH: Bassett, Edwin Frank; Jones, Frederick William; Willock, Kenneth.

YALGOO GOLDFIELD.

- 1145—OVERSIGHT: Marchei, Adamo.
- 1203—REVIVAL: Nevill, Aloysius Martin.
- 1218—LAKE VIEW WEST: Marchei, Adamo.
- 1232—KING SOLOMON'S MINE: Bernet, Francis Xavier.

MURCHISON GOLDFIELD.

Meekatharra District.

- 1551N—NEW WATERLOO: Fisher, William Edwin.
- 1559N—INGLTON: Rinaldi, Dominic.
- 1853N—BLUEBIRD: Scott, Frank Muir.
- 1872N—BLUE PEDRO: Rinaldi, Dominic; Wilson, Cyril Clarence.
- 1922N—ALBURY HEATH: Lee, Richard.
- 1941N—CALEDONIAN: Lee, Richard; Haworth, Thomas Lear; Evans, Edward William Samuel; Laing, William.
- *1942N—MARGUERITTA: Cassey, Peter.
- *1946N—MARGUERITTA EAST: Cassey, Peter.
- 1957N—MT. HALL NORTH: Bell, David.
- 1958N—MT. HALL: Synnot, Reginald Boswell.
- 1959N—NANNINE: Bell, Robert.
- 1960N—ROYALIST: Bell, Alexander.
- 1967N—LADY CENTRAL: Rinaldi, Luigi Vivian.
- 1968N—UNITED: Rinaldi, Luigi Vivian.
- 1969N—CONSOLS: Rinaldi, Luigi Vivian.
- 1970N—FENIAN: Rinaldi, Luigi Vivian.
- 1974N—COMMODORE: Rinaldi, Dominic.
- 1975N—FORTUNE TETTER: Christie, Frank Ernest.
- 1976N—DUSTY GALAH: Doust, Arthur.
- 1977N—HAVELUCK: Rinaldi, Emilio and Rinaldi, Arthur.
- 1978N—GERALDTON SYNDICATE: Wann, Malcolm Ernest.

Miners' Homestead Leases.

- 61N—H.A.C.: Minister of Public Health.
- 67N—CRYSTAL BROOK: The Westralian Conference of Seventh Day Adventists Incorporated.

Mineral Leases.

- 20N—TUMBULGUM: Motter, Zeta Ethyle.

PEAK HILL GOLDFIELD.

Peak Hill District.

- 568P—HORSESHOE LIGHTS: Edwards, Matthew Ronald.
- 575P—LABOURCHERE MAIN LODE: Scott, Frank Muir.

Mineral Leases.

- 68P—LAKE NABBERU: Walsh, Edward.
- 69P—GREEN DRAGON: Walsh, Edward; McPherson, Kenneth John.
- 70P—MAINLINE: Hayes, Martin Edward; Wainwright, Omaha Clarice.

Machinery Lease.

- 38 (1P)—KINDER'S BATTERY: Kinder, Frank.

EAST MURCHISON GOLDFIELD.

Wiluna District.

Gold Mining Leases.

- 280J—LAKE VIOLET CONSOLS DEEPS: Jones, Thomas John.
- 679J—LONE HAND: Walsh, Edward.
- 681J—LONE HAND SOUTH: Walsh, Edward; Oma, Ernest Christopher.

Miners' Homestead Leases.

- 67J—BETTERVIEW: Kluth, Keith John.
- 75J—ROSEWOOD: T. A. Doman & Co., Limited.
- 76J—PLAISTOWE: Wongawol Pty. Limited.
- 77J—MILLROSE: T. A. Doman & Co., Limited.
- 81J—VIOLET ABATTOIRS: T. A. Doman & Co., Limited.
- 84J—WARD'S HOMESTEAD: Doman, Margaret.
- 85J—LUCERN: National Rabbits W.A. Pty. Ltd.
- 86J—ALPHA: Windidda Pty. Ltd.
- 87J—RYE: Charla Downs Pty. Ltd.
- 89J—SULTAN: Ward, Norman Rauert.

- 90J—CLOVER: Ward, Gwennyth Rose.
 91J—WILUNA ABORIGINAL MISSION: The West Australian Conference of Seventh Day Adventists Incorporated.
 Residential Leases.
 6J—HOMETOWN: Jones, Thomas John.
 7J—ERAHEEDY: Quartermaine, Maitland John.
 9J—LODGE: T. A. Doman & Co. Ltd.

NORTHAMPTON MINERAL FIELD.

- 222—GERALDINE NORTH: Davis, Edward Stanley; Mapstone, Benjamin Harold; Atkinson, Robert Samuel.
 252—THREE SISTERS NORTH: Davis, Edward Stanley; Mapstone, Benjamin Harold; Atkinson, Robert Samuel.
 255—GRAND JUNCTION: Davis, Edward Stanley; Mapstone, Benjamin Harold; Atkinson, Robert Samuel.
 262—BADDERA SOUTH: Gurkha Lead Mine Pty. Ltd.
 50PP—THE LADY SAMPSON: Heinsen, Julius Johannes; Elliot, William Alexander; Shanks, Edward.
 67PP—BADDERA WEST: Gurkha Lead Mine Pty. Ltd.
 71PP—ROGER MALRAY: Colley, Harold Albert; Ilich, Jack Peter; Gamble, George Edward.

PILBARA GOLDFIELD.

Marble Bar District.

Gold Mining Leases.

- *1013—TRUMP: Miller, Leslie Melbourne.
 1080—TABLE TOP: Stubbs, Stuart Henry; Johnson, Frederick Clarence.
 1081—TABLE TOP NORTH: Stubbs, Stuart Henry; Johnson, Frederick Clarence.
 1083—HILLVIEW: Stubbs, Stuart Henry; Johnson, Frederick Clarence.
 1086—VICTORY EAST: Stubbs, Stuart Henry; Johnson, Frederick Clarence.
 1089—REPEATER: Baker, John Chaffey.
 1094—BLUE BAR: Dorrington, Harry Barker.
 1104—NIL DESPERANDUM: Witty, John Malcolm.
 1105—WATSONS: Witty, John Malcolm.
 1111—FOUR ACES: Williams, Alexander Richard.
 1115—LALLA ROOKH: Williams, Alexander Richard.
 1116—LONG SHOT: Williams, Alexander Richard.
 1117—STRAY SHOT: Williams, Alexander Richard.
 1144—MAGPIE: Stubbs, Stuart Henry.
 1145—BULL'S EYE—Stubbs, Stuart Henry.
 1146—INNER: Stubbs, Stuart Henry.
 1190—BLUES EXTENDED: Bamboo Mines Proprietary Limited.

Miners' Homestead Leases.

- 21—LEROYS HOMESTEAD: Fliegner, Werner Karl Guenter.

Residential Leases.

- 1—JOHNSTON CITY: Johnston, John Albert; Johnston, Emily; Johnston, Jack; Johnston, Robert; Johnston, Alfred George; Johnston, Peter; Risdon, Leo Francis.
 2—SHAW CAMP: Johnston, John Albert; Johnston, Emily; Johnston, Jack; Johnston, Robert; Johnston, Alfred George; Johnston, Peter; Risdon, Leo Francis.

Nullagine District.

- 315L—MUNDALLA: Hansen, Hagbarth; Lockwood, Chester William; Amsberg, Bernard.
 328L—MIDDLE CREEK: Schwenke, Eric; Mazza, James Antonio; Joice, James; Joice, John.
 331L—ARD PATRICK: Graham, William.

WEST PILBARA GOLDFIELD.

Mineral Leases.

- 243—WONMUNNA: Dunnet, Clarence Gordon; Burgess, William.
 244—WONMUNNA EAST: Dunnet, Clarence Gordon; Burgess, William.
 245—WONMUNNA EAST EXTENDED: Dunnet, Clarence Gordon; Burgess, William.
 247—DOLOMITE LEASE: Dunnet, Clarence Gordon; Burgess, William.
 248—LIMESTONE LEASE: Dunnet, Clarence Gordon; Burgess, William.
 249—DEEP VALLEY LEASE: Dunnet, Clarence Gordon; Burgess, William.
 250—DEEP VALLEY CENTRE LEASE: Dunnet, Clarence Gordon; Burgess, William.
 251—DEEP VALLEY EAST LEASE: Dunnet, Clarence Gordon; Burgess, William.
 252—CENTRAL LEASE: Dunnet, Clarence Gordon; Burgess, William.
 253—WONMUNNA SOUTH: Dunnet, Clarence Gordon; Burgess, William.
 254—IRONSTONE LEASE: Dunnet, Clarence Gordon; Burgess, William.
 255—LAST HOPE LEASE: Dunnet, Clarence Gordon; Burgess, William.
 256—INTERNATIONAL LEASE: Dunnet, Clarence Gordon; Burgess, William.
 257—BARBARA LEASE: Dunnet, Clarence Gordon; Burgess, William.
 258—EDNA STAR: Dunnet, Clarence Gordon; Burgess, William.
 259—YANNERY HILLS COPPER MINE: Lee, Thomas.
 262—MAITLAND: Lee, Thomas.

PHILLIPS RIVER GOLDFIELD.

Gold Mining Leases.

- 266—GEM RESTORED: Willoughby, Leonard Ernest.
 267—MOUNT IRON: Wehr, Werner Carl Otto.

Mineral Leases.

- 411—DELMA: Wehr, Werner Carl Otto; O'Dea, John Kyran Daniel.
 413—LAST CHANCE: Wehr, Hans; Phillips, Thomas William.
 414—SEAVIEW EXTENDED: Wehr, Hans; Johnson, Henry Spearwood.
 415—IRONCLAD: O'Dea, John Kyran Daniel; Wehr, Werner.
 416—MARY BENSON: Wehr, Werner.
 417—SHAMROCK: Western Uranium Mines No Liability.
 418—EAST GEM: Wehr, Hans.
 419—CATLIN A: Western Uranium Mines No Liability.
 420—DESMOND: Wehr, Hans.

YILGARN GOLDFIELD.

Gold Mining Leases.

- 3718—KURRAJONG: Barton, William Alfred.
 3724—FRANCES FIRNESS: Lodge, George Francis; Jackson, Thomas David; Carnicelli, Eric Bernard.
 3942—EDWARD'S REWARD: Stallard, Amelia May; Murray, Margaret Veronica; Murray, Nora Clare; Ross, Archibald Gordon; Cross, Leslie Ronald; Cross, Leslie; Dunbar, Darcy Patterson; Stallard, Geoffrey; Ross, Leonora Elsie; Edwards, Francis William; Edwards, Alfred George; Edwards, James Joseph; Stallard, William James; Nelson, Frederick Frank; Evans, Evan; Duddy, William; Preston, Alfred James; Unmack, Frank Geoffrey.
 3943—SUNSHINE: Stallard, Amelia May; Murray, Margaret Veronica; Murray, Nora Clare; Ross, Archibald Gordon; Cross, Leslie Ronald; Cross, Leslie; Dunbar, Darcy Patterson; Stallard, Geoffrey; Ross, Leonora Elsie; Edwards, Francis William; Duddy, William; Edwards, Alfred George; Edwards, James Joseph; Stallard, William James; Nelson, Frederick Frank; Evans, Evan; Preston, Alfred James; Unmack, Frank Geoffrey.

- 4035—UNDAUNTED: Clough, William Edwin;
Clough, John Edwin.
- 4039—CROMWELL: Clough, William Edwin.
- 4116—EDWARD'S REWARD NORTH: Stallard,
Amelia May; Murray, Margaret Ver-
onica; Murray, Nora Clare; Ross, Archi-
bald Gordon; Cross, Leslie; Dunbar,
Darcy Patterson; Stallard, Geoffrey;
Edwards, Alfred George; Edwards, James
Joseph; Stallard, William James; Nel-
son, Frederick Frank; Evans, Evan;
Preston, Alfred James; Unmack, Frank
Geoffrey; Ross, Leonora Elsie; Edwards,
Francis William; Duddy, William.
- 4117—SUNSHINE SOUTH: Stallard, Amelia May;
Murray, Margaret Veronica; Murray,
Nora Clare; Ross, Archibald Gordon;
Cross, Leslie Ronald; Dunbar, Darcy
Patterson; Stallard, Geoffrey; Ross,
Leonora Elsie; Edwards, Francis Wil-
liam; Duddy, William; Edwards, Alfred
George; Edwards, James Joseph; Stal-
lard, William James; Nelson, Frederick
Frank; Evans, Evan; Preston, Alfred
James; Unmack, Frank Geoffrey.
- 4175—EDWARD'S REWARD EAST: Stallard,
Amelia May; Murray, Margaret Ver-
onica; Murray, Nora Clare; Ross, Archi-
bald Gordon; Cross, Leslie Ronald;
Cross, Leslie; Stallard, Geoffrey; Ross,
Leonora Elsie; Edwards, Francis Wil-
liam; Duddy, William; Edwards, Alfred
George; Edwards, James Joseph; Stal-
lard, William James; Nelson, Frederick
Frank; Dunbar, Darcy Patterson; Evans,
Evan; Preston, Alfred James; Unmack,
Frank Geoffrey.
- 4230—MAY QUEEN: Giudice, Joseph Santino;
Giudice, Vittoria; Plozza, Pietro.
- 4243—CHRISTMAS GIFT: Mazza, Teresa.
- 4413—SUNSHINE WEST: Bernet, Francis Xavier.
- 4414—BIRTHDAY: Dawson, John.
- 4419—PRINCE GEORGE: Jackson, Thomas
David; Robinson, Frederick Allan.
- 4421—COLLEEN: Threadgold, Eric Bleechmore.
- 4422—FLORENCE MAY: Threadgold, Eric
Bleechmore.
- 4423—SPRING HILL: Carnicelli, Pietro Paolo.
- 4425—PATRICIA LEA: Dawson, John.
- 4426—MAY'S HOPE: May, Richard Albert.

Private Property.

- 88PP—LYNETTE: Teale, William Arthur;
Teale, Ronald James.
- 89PP—PABLO: de Mamiel, Philip Francis; Dee-
gan, James Bernard; Gait, Maurice.
- 102PP—SOUTH END: Kimberley Oil Explora-
tion Syndicate Ltd.

Miners' Homestead Leases.

- 120—GLENCOE: Savoldelli, Emilio.
- 125—MOUNTAIN MAID: Della Bosca, Peter.

OUTSIDE PROCLAIMED GOLDFIELD.

Private Property.

Gold Mining Leases.

- 51PP—LATENT WEALTH: Pearson, John Feir-
vold Charles Cheltain Lillieburg; Camp-
bell, Stuart Dallas; Utting, Edward
Philip; Keating, Michael Vincent.
- 52PP—LATENT WEALTH EAST: Pearson, John
Feirvold Charles Cheltain Lillieburg;
Campbell, Stuart Dallas; Utting, Edward
Philip; Keating, Michael Vincent.

Mineral Leases.

- 53PP—BAKER'S HILL FIRECLAY DEPOSITS:
Dunn, John Denis Gribble; Dunn, James
Gribble.
- 56PP—RAY'S FIND: Uni-"Versil" Insulating
(W.A.) Pty. Limited.

MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Ravensthorpe, 6th June, 1958.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) H. G. SMITH,
Warden.

To be heard at the Warden's Court, Ravens-
thorpe, on Thursday, the 10th day of July, 1958.

No. of Area; Name of Registered Holder; Address;
Reason for Resumption.

PHILLIPS RIVER GOLDFIELD.

Mineral Claims.

- 28—Westralian Mining Proprietary Limited; P.O.
Box 9, Ravensthorpe; non-payment of
rent and no Miner's Right.
- 31—Kimberley Oil Exploration Syndicate Ltd.; 97
St. George's Terrace, Perth; non-payment
of rent and no Miner's Right.
- 35—Western Uranium Mines No Liability; P.O.
Box 167, Norseman; non-payment of rent.
- 36—Western Uranium Mines No Liability; P.O.
Box 167, Norseman; non-payment of rent.
- 37—Western Uranium Mines No Liability; P.O.
Box 167, Norseman; non-payment of rent.
- 39—Western Uranium Mines No Liability; P.O.
Box 167, Norseman; non-payment of rent.
- 40—Shuttleworth, Leslie; 8 Mile Peg, Wanneroo;
non-payment of rent and no Miner's
Right.
- 50—Kimberley Oil Exploration Syndicate Ltd., 97
St. George's Terrace, Perth, and Westralian
Oil Limited, 44 Parliament Place, West
Perth; non-payment of rent.
- 56—Kimberley Oil Exploration Syndicate Ltd., 97
St. George's Terrace, Perth, and Westralian
Oil Limited, 44 Parliament Place, West
Perth; non-payment of rent.
- 59—Western Uranium Mines No Liability; P.O.
Box 167, Norseman; non-payment of rent.
- 61—Turle, Christopher James; Ravensthorpe;
non-payment of rent and no Miner's
Right.
- 69—Chipperfield, Charles Edward; Hopetoun; non-
payment of rent and no Miner's Right.
- 71—Western Development Pty. Ltd.; 7 Howard
Street, Perth; non-payment of rent.
- 72—Western Development Pty. Ltd.; 7 Howard
Street, Perth; non-payment of rent.
- 73—Western Development Pty. Ltd.; 7 Howard
Street, Perth; non-payment of rent.
- 74—Ravensthorpe Copper Mines No Liability; P.O.
Box 167, Norseman; non-payment of rent
and no Miner's Right.

MINES REGULATION ACT, 1946.

Appointment.

Department of Mines,
Perth, 2nd July, 1958.

HIS Excellency the Governor in Executive Coun-
cil has been pleased to approve the following ap-
pointment:—

220/49.—Robert John Prince, as Workman's In-
spector for the Mount Margaret, North Coolgardie
and East Murchison Goldfields for a period of
three years until the 8th day of June, 1961.

(Sgd.) I. R. BERRY,
Acting Under Secretary for Mines.

MINING ACT, 1904-1957.

Appointments.

Department of Mines,
Perth, 2nd July, 1958.

HIS Excellency the Governor in Executive Council has been pleased to approve of the appointment of Police Constable Robert Arthur Edgar Stockbridge, as Deputy Mining Registrar, Sandstone, and Assistant Bailiff of the Warden's Court, Mount Magnet, *vice* Constable Kenneth Charles Norton, transferred, to date from the 3rd day of June, 1958.

(Sgd.) I. R. BERRY,
Acting Under Secretary for Mines.

of the undermentioned mining tenements, in accordance with Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) A. O'BRIEN,
Warden.

To be heard at the Warden's Court, Broome, on Monday, the 4th day of August, 1958.

MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Broome, 26th June, 1958.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration

No. of Area; Name of Registered Holder; Address; Reason for Resumption.

WEST KIMBERLEY GOLDFIELD.

Subterranean Water Right.

6—West Australian Petroleum Pty. Ltd.; Derby; non-payment of rent.

Mineral Claim.

29—Devonian Pty. Limited; 97 St. George's Terrace, Perth; non-payment of rent.

MINING ACT, 1904-1957

Department of Mines,
Perth, 2nd July, 1958

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1957, His Excellency the Governor in Executive Council has been pleased to deal with the undermentioned Leases, Applications for Leases, Surrenders, Tailings Licenses, Authorities to Mine and Temporary Reserves as shown below.

(Sgd.) I. R. BERRY,
Acting Under Secretary for Mines.

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

Goldfield	District	No. of Application
Murchison	Meekatharra	1979*, 1980*, 1981*.
Coolgardie	Coolgardie	5995*.

* Conditionally.

The surrender of the undermentioned Gold Mining Lease was accepted :—

Goldfield	District	No. of Lease	Name of Lease	Lessee
Coolgardie	Coolgardie	5877	Sons of Erin	Milenko Urlich.

The surrenders of the undermentioned Mineral Leases were accepted :—

Mineral Field	District	No. of Lease	Name of Lease	Lessees
Northampton		41PP	Springvale	Anglo Westralian Mining Pty. Limited.
Northampton		42PP	Springvale, North	Anglo Westralian Mining Pty. Limited
Northampton		43PP	Springvale, South	Anglo Westralian Mining Pty. Limited.

The undermentioned application for Renewal of License to Treat Tailings was approved conditionally :—

No.	Corres. No.	Licensee	Goldfield	Locality	Period
1369H (2/1958)	353/37	Great Western Consolidated, No Liability	Yilgarn	Southern Cross, 1 mile S.E. of	Six months from the 1st June, 1958.

The undermentioned application for a License to Treat Mining Material was approved conditionally :—

No.	Corres. No.	Licensee	Goldfield	Locality	Period
1401H (1/58)	392/58	Thomas Satterthwaite	Yilgarn	Parkers Range	One month from the 15th July, 1958.

The undermentioned application for Authority to Mine on reserved and exempted land was approved conditionally :—

No.	Corres. No.	Occupants	Authorised Holding	Goldfield	Locality
1018H (IX/1958)	408/58	John Frederick Clark and Donald Wright	Prospecting Area No. 1574X	North-East Coolgardie....	Kanowna.

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

No.	Corres. No.	Occupier	Term	Locality
1497H	1167/55	George Constantine as Executor of the Estate of Edward Walsh, deceased	Six months from the 11th May, 1958	Thadoona Hill, Peak Hill Goldfield.
1503H	1330/55	Kalgoorlie Southern Gold Mines, No Liability	Twelve months from the 1st July, 1958	Kalgoorlie South End, East Coolgardie Goldfield.
1504H	1330/55	Kalgoorlie Southern Gold Mines, No Liability	Twelve months from the 1st July, 1958	Kalgoorlie South End, East Coolgardie Goldfield.
1528H	855/56	Francis Joseph O'Dea, Ronald William Passmore Reed, Frank Turich, Dorothy Florence May Berrey	Six months from the 25th April, 1958	Bulong, East Coolgardie Goldfield.
1532H	855/56	Francis Joseph O'Dea, Ronald William Passmore Reed, Frank Turich, Dorothy Florence May Berrey	Six months from the 25th April, 1958	Bulong, East Coolgardie Goldfield.

Western Australia.

BUILDING SOCIETIES ACT, 1920.

(Section 7.)

NOTICE is hereby given that a building society called "W.A. Carpenters Building Society," is duly registered under the provisions of the above Act.

Dated this 30th day of June, 1958.

T. DUKE,
Deputy Registrar of Building Societies.

Western Australia.

BUILDING SOCIETIES ACT, 1920.

(Section 7.)

NOTICE is hereby given that a building society called "The Albany No. 1 Building Society" is duly registered under the provisions of the above Act.

Dated this 27th day of June, 1958.

T. DUKE,
Deputy Registrar of Building Societies.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 121 of 1958.

Between The West Australian Jewellers, Watchmakers, Optical Technicians and Allied Trades Industrial Union of Workers, Applicant, and Caris Bros. Ltd. and G. H. Pritchard, Respondents.

HAVING heard Mr. J. C. Gerring on behalf of the applicant and Mr. J. M. Ince on behalf of the respondents and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 49 of 1955 be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 9th day of June, 1958.

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

Schedule.

Clause 9 (c).—Delete subclause (c) of clause 9 and insert in lieu thereof the following:—

(c) Apprentices—	Per Cent. of Male Basic Wage per Week,
First year	33½
Second year	45
Third year	60
Fourth year	80
Fifth year	95
Sixth year	100 plus £1

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 255 of 1957.

Between The West Australian Timber Industry Industrial Union of Workers, South-West Land Division, Applicant, and Millars' Timber and Trading Company Ltd., Bunning Bros. Pty. Ltd., Kauri Timber Company Limited, Whit-taker Bros. Ltd., The Western Australian Government Railways Commission and the Hon. Minister Controlling State Building Supplies, Respondents.

HAVING heard Mr. H. M. Sweeney on behalf of the applicant, Mr. D. E. Cort on behalf of the private employers, Mr. J. McKerrow on behalf of The Western Australian Government Railways Commission and Mr. E. R. Kelly on behalf of the Hon. Minister Controlling State Building Supplies, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 36 of 1950, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 26th day of May, 1958.

By the Court,

[L.S.] (Sgd.) R. V. NEVILLE,
President.

Schedule.

1. Delete from clause 4, Interpretations the definition of "mill hand" and insert in lieu thereof the following:—

"Mill hand" means a worker who has had three (3) months' experience in the industry in the employ of the particular employer and who is performing any of the following duties:—Log truckman, galloper-out, Puller-out or assistant on No. 4 bench, firewood dockerman, saw sharpener's assistant, assistant to hookman (mill), or worker operating on rollers who also sorts timber.

2. Delete clause 32, Absence Through Sickness, and insert in lieu thereof, the following:—

Absence Through Sickness.

(a) A worker (except a worker on piecework or a casual worker) shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

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

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

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

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

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

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has not been allowed in any year to any worker by his employer as paid sick leave may be claimed by the worker

and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year: Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

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

3. Delete clause 33, Allowances, and insert in lieu thereof the following:—

Allowances.

(a) Horse driver grooming and feeding one (1) or two (2) horses outside ordinary hours shall be paid two shillings (2s) per day extra and two shillings (2s.) for Sunday. If more than two (2) horses the rate shall be four shillings (4s.) per day extra and four shillings (4s.) for Sunday.

(b) The following workers supplying their own tools (except dogs and cramps of all descriptions, augers of all sizes, bits not ordinarily used in a brace, and all hammers, except claw hammers, all of which shall be supplied by the employer) shall receive the following tool allowances:—

(i) Carpenters and joiners and millwrights, five shillings (5s.) per week.

(ii) Wagon builders and bush carpenters, two shillings and sixpence (2s. 6d.) per week.

(c) A faller engaged on day work and using his own tools and implements shall receive an allowance of two shillings (2s.) per day while so engaged.

(d) A leading hand shall receive two shillings and sixpence (2s. 6d.) per day in addition to his ordinary pay.

(e) Casual labourers shall be paid two shillings (2s.) per day in addition to the ordinary rates. For the purpose of this allowance "casual labourer" shall mean a worker who does not come within the purview of "casual workers" as defined in the interpretation clause, and who is employed for less than one week.

(f) Where a wet-sawing process is operated in a mill to the discomfort or to the detriment of the health of the workers, such allowance, if any, shall be paid to the benchman and assistants or other workers affected by the process, as may be agreed upon, or, in default of agreement determined by a Board of Reference.

(g) Where a worker is called upon to work in water or slush more than six (6) inches deep, he shall be paid an allowance of one shilling and fourpence (1s. 4d.) per day, or be provided by the employer with rubber boots whilst so employed.

(h) A worker who is required by his employer to camp in the bush away from a town or away from the mill site and where accommodation is not provided in accordance with the standards provided in clause 13 of this Award, shall be paid a camping allowance at the rate of five shillings (5s.) per week.

4. Delete Schedule I, Rates of Pay, and insert in lieu thereof the following:—

Schedule I.—Rates of Pay.

	Per Week.
	£ s. d.
(a) Basic Wage	13 11 2

The following workers shall be paid the margins shown against their respective items:—

	Margin Per Week.
	£ s. d.
(b) Adult Workers—	
(1) Log band sawyer, with or without Symonson turner	3 15 0
(2) No. 1 benchman, with or without Symonson turner	3 15 0
(3) Twin sawyer planking out and fitching to size	3 15 0
(4) Vertical sawyer, with or without Symonson turner, not otherwise classified	2 11 6

(b) Adult Workers— <i>continued.</i>		Margin Per Week. £ s. d.		(b) Adult Workers— <i>continued.</i>		Margin Per Week. £ s. d.	
(5) Other breaking-down sawyers who do not cut planks to size		2	11	6	(37) Railway construction and maintenance and/or repair—		
(6) No. 2 benchman		3	0	0	(a) Workers engaged in clearing the tracks and forming the permanent way		5 0
(7) No. 3 benchman		2	0	0	(b) Fitters engaged in maintenance and/or repair		9 0
(8) Power driven crosscut sawyer		1	10	0	(c) Platelayers		18 0
(9) No. 4 benchman		1	1	0	(38) Sanitaryman		2 18 6
(10) Dockerman—					(39) Saw doctor (as defined)		4 10 0
(a) Main Docker—					(40) Saw sharpener		2 6 0
(i) Responsible man at docker		2	0	0	(41) Sleeper hewer		2 10 0
(ii) Tallyman		1	10	0	(42) Splicer, whilst so employed, at the rate of		1 17 6
(iii) Dockerman		1	3	0	(43) Spotter for circular saw benches		2 11 6
(iv) Marker			6	0	(44) Spotter—vertical		16 6
(b) Other Dockers—					(45) Stacker who stacks timber for seasoning by the process of stripping—		
(i) Responsible man at docker		1	2	0	(a) Other than with fork lift—stacker in charge of stack		1 3 0
(ii) Tallyman			16	0	(b) Fork lift—all stackers		13 0
(iii) Dockerman			13	0	(46) Swamper—		
(iv) Marker			6	0	(a) Logging with tractor		1 16 0
(11) Pullers-out and/or assistants on No. 1 bench—					(b) Other		15 0
(a) Single handed on dead or hand propelled roller		2	11	6	(47) Tallyman—yard		2 0 0
(b) Double handed on dead or hand propelled roller		1	11	0	(48) Tractor and motor drivers—		
(c) Friction feed		1	2	0	(a) Caterpillar or crawler tractor driver		3 7 6
(d) Handleman		1	10	0	(b) Motor truck driver log hauling from stump		2 11 6
(e) Leverman on friction fed bench		1	10	0	(c) Motor truck driver log hauling from landing		3 3 0
(12) Pullers-out and/or assistants on No. 2 bench—					(d) Motor truck driver conveying sawn timber—		
(a) Single handed on hand propelled roller		1	16	0	Not exceeding thirty (30) cwt. capacity		1 15 6
(b) Double handed on hand propelled roller		1	1	0	Exceeding thirty (30) cwt. and not exceeding three (3) tons capacity		2 1 6
(c) Friction feed			19	0	Exceeding three (3) tons and not exceeding four (4) tons capacity		2 9 6
(d) Handleman		1	1	0	Exceeding four (4) tons capacity— for each additional ton or part of a ton		2 6
(e) Leverman on friction fed bench		1	1	0	(e) Ferguson tractor driver		1 12 6
(13) Pullers-out and/or assistants on No. 3 bench			14	6	(49) Truck examiner, whilst so engaged		15 0
(14) Assistants on any breaking-down saw or breaking-down bench		1	2	0	(50) Truck stower (not to include crane assistant)—		
(15) Axeman other than faller or spotter			5	0	(a) Responsible man in truck		17 0
(16) Beam squarer using broad axe or adze (this does not apply to spotters at spot mills)		3	12	6	(b) Second man in truck		8 0
(17) Belt repairers whilst so engaged other than machinist or sawyer repairing his own belts		1	0	0	(51) Truck repairer		2 11 0
(18) Bulldozer driver whilst employed on road, railway or mill construction		3	7	6	(52) Wagon builder		2 11 0
(19) Carpenter and/or joiner		3	15	0	(53) Watchman—		
(20) Carpenter—bush		2	2	6	(a) Watchman performing watching duties and mill cleaning (104 hours per fortnight)		19 6
(21) Carpenter's labourer			15	0	(b) Watchman performing watching duties, mill cleaning and attending boilers (104 hours per fortnight)		1 7 0
(22) Faller		2	17	6	(c) A nightwatchman who is required to perform the duties of a certificated steam pump attendant or to maintain steam for a drying kiln, shall be paid one shilling and sixpence (1s. 6d.) per shift in addition to the prescribed rate.		
(23) Fork lift driver		2	10	0			
(24) Guard		2	9	6			
(25) Hand crosscut sawyer (this does not apply to persons using a small hand-saw nor to persons crosscutting sawn or hewn timber of less than 80 in. girth)			7	6			
(26) Hookman (mill)		1	3	6			
(27) Horsedriers—							
One horse		1	3	6			
Two horses		1	16	0			
Each additional horse			2	6			
(28) Kiln attendant		1	7	0			
(29) Loading or turning sleepers over 5 ft. long from truck floor level or lower		1	1	0			
(30) Log loaders in bush		1	7	6			
(31) Man in charge of railway builders or of landing builders		2	2	6			
(32) Mill cleaner			Nil				
(33) Mill greaser			19	6			
(34) Mill hand (as defined)			5	0			
(35) Millwright (as defined)		3	15	0			
(36) Power grader driver up to 40 h.p. Over 40 h.p.		2	10	0			
		3	2	6			

(b) Adult Workers—*continued.*

	Margin Per Week. £ s. d.
(54) Woodworking machinists—	
(a) Shaper	3 10 0
(b) Moulding machinist, or one, two three or four sided planer—	
(i) who is required to set up his machine and grind his knives and cutters and then only from such time as he is required so to act	3 1 6
(ii) who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act	1 16 6
(iii) who is not required to grind his knives and cutters or set up his machine	1 8 6
(c) Buzzer—	
(i) when required to do other than planing one face and squaring edge, and who is required to set up his own machine and grind his knives and cutters, and then only from such time as he is required so to act	3 1 6
(ii) who is required to set up his own machine and grind his knives and cutters and then only from such time as he is required so to act	1 16 6
(iii) who is not required to grind his knives and cutters, but is at any time required to set up his machine, and then only from such time as he is required so to act	1 1 0
(d) Tenoner—	
(i) who is required to set up his machine and grind his knives and cutters and then only from such time as he is required so to act	3 1 6
(ii) who is not required to grind his knives and cutters, but is at any time required to set up his machine and then only from such time as he is required so to act	1 16 6
(iii) who is not required to grind his knives and cutters or set up his machine	1 1 0
(e) Flooring machinist—	
Fast feed	3 1 6
(f) Fast feed sizer	3 1 6

(b) Adult Workers—*continued.*

	Margin Per Week. £ s. d.
(g) Thicknesser—	
(i) who is required to set up his own machine and grind his knives and cutters and then only from such time as he is required so to act	1 16 6
(ii) who is not required to grind his knives and cutters, but is at any time required to set up his machine, and then only from such time as he is required so to act	1 1 0
(h) Fret sawyer or detail band sawyer (if full-time employed)	1 19 6
(i) Chain morticer—	
(i) who is required to set up his machine or to grind his knives and cutters, and then only from such time as he is required so to act	1 16 6
(ii) who is not required to grind his own knives and cutters or set up his machine	1 1 0
(j) Morticer—	
(i) who is required to set up his machine or to grind his knives and cutters, and then only from such time as he is required so to act	1 16 6
(ii) who is not required to grind his knives and cutters or set up his machine	1 1 0
(k) Grader behind fast feed flooring machine	1 1 0
(l) Floor sanding machine	15 0
(m) Grader and feeder, fast feed flooring machine	13 6
(55) Yard hand (as defined)	5 0
(56) Other unclassified male adults	Nil

(c) Junior Workers (unapprenticed boys)—

The rate for junior workers shall be as under:—

	Per Cent. of Basic Wage.
Up to 16 years of age	30
16 to 17 years of age	35
17 to 18 years of age	45
18 to 19 years of age	60
19 to 20 years of age	70
20 to 21 years of age	90

(d) Apprentices—

The rates for apprentices shall be as under:—

	Per Cent. of Basic Wage.
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100+£1

(5) These alterations will take effect as from the beginning of the first pay period commencing after the date hereof,

		Per Cent. of Male Basic Wage Per Week.	
(d) Apprentices—			
Five-year			
Apprenticeship:			
First year	....	33 1/3	
Second year	....	45	
Third year	....	65	
Fourth year	....	85	
Fifth year	....	100 plus £1	
		Per Cent. of Female Basic Wage Per Week.	
(e) Females—			
Between 15 and 16	years of age	....	40
Between 16 and 17	years of age	....	50
Between 17 and 18	years of age	....	60
Between 18 and 19	years of age	....	70
Between 19 and 20	years of age	....	80
Between 20 and 21	years of age	....	90
		Margin Over Female. Basic Wage Per Week.	
		s. d.	
Twenty - one years	of age and over	....	12 7

9.—Leading Hand.

A worker placed in charge of three (3) or more other workers shall be paid fifteen shillings (15s.) per week above the minimum rate prescribed for his class of work.

10.—Payment of Wages.

(a) All wages shall be paid on or before Friday in each week, and shall be paid within ten (10) minutes of the usual time for finishing work.

(b) When the engagement of a worker is terminated by the employer except for misconduct he shall be paid all wages and holiday pay due to him within ten (10) minutes of the expiration of the engagement.

11.—Casual Workers.

Any worker employed for less than one week, unless dismissed for inefficiency or leaves of his own accord, shall be deemed to be a casual worker, and shall be entitled to be paid at the rate of ten per cent. (10%) in addition to the ordinary rate prescribed by this Award for the time so employed.

12.—Hours.

(a) The ordinary hours of work shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7.30 a.m. and 6 p.m. from Monday to Friday inclusive.

No alteration of the starting and finishing times shall be introduced until seven (7) days shall have elapsed after notification of such alteration has been confirmed in writing to the Union.

13.—Overtime.

(a) Notwithstanding anything contained herein:

(i) An employer may require any worker to work reasonable overtime and such worker shall work the overtime in accordance with such requirement.

(ii) An organisation party to this Award, and/or a worker or workers covered by this Award, shall not in any way, whether directly or indirectly, be a party to or be concerned in any ban, limitation or restriction upon the working of overtime in accordance with (i).

(b) In no case shall junior workers be employed on overtime, unless the proportion of adult workers to juniors as provided in this Award be maintained whilst such overtime is worked.

(c) Pay for overtime shall be at the rate of time and a half for the first four (4) hours and double time thereafter until the usual time of starting on the next ordinary working day.

(d) All work performed on a Saturday afternoon or Sunday shall be paid for at double time rates.

(e) All work performed on a holiday as prescribed in clause 15 shall be paid for at ordinary time rates in addition to the holiday pay to which the worker is entitled under the provisions of clause 15.

(f) In the computation of overtime each day shall subject to subclause (e) hereof stand alone.

14.—Meal Money.

A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid five shillings (5s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

15.—Holidays.

(a) Subject to clause 13, the following days, or the days observed in lieu thereof, shall be observed as holidays without deduction of pay:—New Year's Day, Australia Day (26th January), Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, Boxing Day.

(b) Any worker absenting himself without reasonable cause from work on the whole or any portion of the working day preceding or on the whole or any portion of the working day succeeding a holiday provided for herein shall not be entitled to payment for such holiday.

16.—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 and taken by the worker, after a period of twelve (12) months' continuous service with such employer.

(b) Subject to subclause (f) of this clause such leave shall be granted at Christmas and notice in writing shall be given to the Union by representatives of the employers not later than three (3) months before Christmas, showing the date on which the factories shall close down for the annual leave.

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

(d) If after one (1) month's continuous service in any qualifying twelve (12) monthly period, a worker lawfully leaves his employment, or his employment is terminated by his 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.

(e) 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 holidays.

(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 (d) of this clause) to such holidays on full pay as are proportionate to his length of service during that period with such employer, and if such holidays are not equal to the holidays given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on holidays 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) For the purposes of this clause, service shall be deemed to have commenced on the date the worker entered the service of the employer: Provided that where a worker has been granted a period of paid annual leave of two (2) consecutive weeks by his employer then service shall be deemed for the purpose of this clause to have commenced from the date of commencement of such leave.

17.—Contract of Service.

The contract of hiring of every worker other than a casual worker who may leave or be put off at any time shall be deemed to be a contract of hiring by the day terminable by a day's notice which shall be given by the employer or the worker as the case may be. Failure to give such notice shall mean that the employer or worker shall be liable to the payment of or forfeiture of one day's wages in lieu of such notice. Provided that no notice shall be given which will terminate the employment on the working day preceding a holiday.

18.—Interviewing Workers and Inspection of Premises.

The secretary or any duly authorised representative of the Union shall not be prevented from visiting or conversing with the members of the union on any job or in any shop during meal hours. The secretary, or any duly authorised representative, shall have the right to visit and inspect any factory or works, or any part thereof, during the time that work is being carried on outside the ordinary working hours, and to interview workers therein. The employer shall provide all necessary facilities to assist the secretary or representative in carrying this power into effect.

19.—Posting of Union Notices.

The accredited Union representative shall not be prevented from posting a copy of this Award or any notice of the Union not exceeding fourteen (14) inches by nine (9) inches, in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection the Board of Reference shall decide where the copy of the Award, or the said notices, shall be posted. Any such notice shall be submitted to the employer for approval before being posted.

20.—Posting Award.

A copy of this Award shall be placed by the employer in a suitable position on his premises.

21.—Junior Workers.

(a) Junior workers employed in the industry on the date of coming into operation of this Award may continue to be employed by any employer.

(b) Junior workers may be employed in the fraction of one junior to every four or fraction of four adults in each section.

22.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—(i) Name in full; (ii) age and date of birth.

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

(c) No worker shall have any claim upon the employer for additional pay in the event of his age being wrongly stated on this certificate. If any worker shall wilfully mis-state his age in the above certificate, he alone shall be guilty of a breach of this Award.

23.—Provision of Appliances.

(a) The employer shall provide all tools (hand and/or machine) which are required for the purpose of carrying out all work covered by this Award.

(b) The employer shall provide boiling water for the mid-day meal.

24.—Record.

(a) Each employer shall keep a time and wages book showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Such record shall be entered up each day in legible English characters, and shall be signed weekly only if correct by each worker. 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 the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom.

25.—Breakdowns.

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

26.—Clock.

One reliable clock shall be installed in each factory and the starting and finishing time of workers shall be taken from that clock.

27.—Board of Reference.

The Court may appoint for the purpose of this Award a Board or Boards of Reference. Each such Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations. There are assigned to each such Board in the event of no agreement being arrived at between the parties to this Award, the functions of:—

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

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

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

28.—Apprentices.

(a) Apprentices to the trade of upholstering may be apprenticed to any employer for a period of five (5) years in the proportion of one (1) apprentice to the first two (2) or fraction of two (2) adult workers employed and thereafter one (1) apprentice to every two (2) adult workers employed. Provided that the fraction of two (2) shall be not less than one.

(b) In the event of a junior worker, who is employed in the industry at the date of coming into operation of this Award, becoming an apprentice the time served by the junior worker shall be counted as part of the apprenticeship.

(c) The employment of apprentices shall be governed by the Apprenticeship Regulations, 1953.

29.—Absence Through Sickness.

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

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

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

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

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

(f) Service for the purpose of this clause shall be deemed to have commenced from the date the worker entered the service of the employer.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has 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.

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

30.—Long Service Leave.

(a) Right to Leave:

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service:—

- (1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.
- (2) Such service shall include service prior to the coming into operation hereof if it continued until such time but only to the extent of the last 20 completed years of continuous service.
- (3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.
- (ii) In this subclause "transmission" includes transfer conveyance assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) Any period of absence from duty on any annual leave or long service leave;
- (b) Any period of absence from duty necessitated by sickness or of injury to the worker but only to the extent of 15 working days in any year of his employment;
- (c) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave.
- (d) Any period during which the service of the worker was or is interrupted by service.
 - (i) As a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after 26th June, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended);

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

- (h) any reasonable absence of the worker on legitimate Union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within 14 days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave:

- (1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.
- (2) Where a worker has completed at least 20 years' service the amount of leave shall be—
 - (a) in respect of 20 years' service so completed—13 weeks' leave;
 - (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.
- (3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated:—
 - (a) by his death;
 - (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be:—

- (i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
 - (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.
- (4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—
- (i) by his death; or
 - (ii) by the employer for any reason other than serious misconduct; or
 - (iii) by the worker on account of sickness or of injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is, in the opinion of the Special Board of Reference of such a nature as to justify such termination;

the amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

- (5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave:

- (1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave;
- (2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award (or agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard;
- (3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave;
- (4) The ordinary time rate of pay—
 - (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
 - (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;
- (5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave:

- (1) In a case to which paragraph (2) of subclause (c) applies:—
 - (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.
 - (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
 - (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
 - (d) Any leave shall be inclusive of any public holidays specified in this Award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
 - (e) Payment shall be made in one of the following ways:—
 - (i) in full before the worker goes on leave;

- (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
- (iii) in any other way agreed between the employer and the worker.
- (f) No worker shall, during any period when he is on leave, engaged in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.
- (2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
- (f) Granting Leave in Advance and Benefits to be brought into Account:
- (1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.
- (2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for 20 years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.
- (3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfactory to the extent thereof of the entitlement of the worker hereunder.
- (4) An employer shall be entitled to off-set any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the first day of April, 1958.
- (g) Records to be Kept:
- (1) Each employer shall during the employment and for a period of 12 months thereafter or in the case of termination by death of the worker a period of three years thereafter keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.
- (2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award (or agreement) with respect to the time and wages record.
- (h) Special Board of Reference:
- (1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.
- (2) There shall be assigned to such Board the functions of:—
- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.
- (3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.
- (i) State Law:
- (1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.
- (2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.
- (3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.
- (4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions:

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply:

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of long service leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

31.—Employment of Females.

Female workers are permitted to be employed as sewing machinists in the Upholstering Section.

32.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the Union and of the intended starting and finishing times of ordinary working hours of the respective shifts.

(b) (i) Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(ii) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any public holiday.

(c) The loading on the ordinary rates of pay for shift work shall be five per cent (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) Where a shift commences at or after 11 p.m., then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

In witness whereof this Award has been signed by the Conciliation Commissioner this 5th day of June, 1958.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 120 of 1958.

Between The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A., Applicant, and Saunders and Stuart Pty. Ltd., and others, Respondents.

HAVING heard Mr. G. C. Cahill on behalf of the applicant and Mr. J. Ince on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 1 of 1954, as amended, be and the same is hereby further amended in the following terms:—

Clause 12—Special Rates and Provisions.—Add a new subclause as follows:—

(16) Where boilermaking work is performed in the holds and 'tween decks of ships which have carried phosphatic rock in those holds and 'tween decks immediately prior to such boilermaking work being carried out and where such holds and 'tween decks have not been cleaned down, an allowance of one shilling (1s.) per hour shall be paid in lieu of and not in addition to the other rates prescribed in this clause.

Dated at Perth this 6th day of June, 1958.

By the Court,

[L.S.] (Sgd.) R. V. NEVILLE,
President.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 11 of 1958.

Between Industrial Extracts Ltd., Applicant, and The Federated Engine Drivers and Firemen's Union of Workers of Western Australia Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have 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 Engine Drivers' (Wood Extract) Award" and replaces Industrial Agreement No. 12 of 1938 as varied by Order No. 60 (225) 1947 and Industrial Agreement No. 3 of 1948.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area and Scope.
5. Hours.
6. Overtime.
7. Shiftwork.
8. Contract of Service.
9. Wages.
10. Definitions.
11. Casual Workers.
12. Higher Duties.
13. Posting of Award.
14. General.
15. Meal Allowance.
16. Holidays.
17. Absence through Sickness.
18. Breakdowns, etc.
19. Board of Reference.
20. Representative interviewing workers.
21. Record.
22. Long Service Leave.

3.—Term.

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

4.—Area and Scope.

This Award shall have effect and operate over the premises occupied and controlled by Industrial Extract Ltd, at Belmont, Toodyay, and Boddington for the purpose of extracting tannin from wood.

5.—Hours.

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

(b) Workers employed on shift work shall work five (5) shifts of eight (8) hours, including a crib time of twenty (20) minutes, all shifts shall rotate weekly. Provided that the foregoing hours may be altered at any time by agreement in writing between the parties.

(c) Day workers shall work eight (8) hours per day, exclusive of crib time, on Monday to Friday inclusive, between the hours of 7 a.m. and 5 p.m.

(d) In all cases of reckoning time of duty, all time necessarily occupied in raising steam, in starting up or closing down engines or in banking fires, shall be included.

Margin per
Week Over
Basic Wage.
£ s. d.

6.—Overtime.

(a) All work performed prior to the usual starting time or after the usual finishing time shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Work performed on Sunday or on holidays prescribed in subclause (a) or (j) of Clause 16 hereof respectively, shall be paid for at the rate of double time, except work in connection with repairs to the Employers' Machinery, which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to work done on such days.

(c) Where a worker is recalled to work after leaving the premises, he shall be paid for at least two (2) hours at overtime rate.

(d) When a worker is required for duty during any mealtime whereby his meal is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal. This subclause shall not apply to shift workers.

(e) Notwithstanding anything contained in the foregoing subclauses, a worker shall not be compelled to work for more than six (6) hours continuously without a break for a meal.

(f) Overtime for shift work shall be based on the rate of wages payable for shift work.

(g) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves or to excess time owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole of the extra time worked.

(h) Notwithstanding anything contained herein:—

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

(ii) No organisation party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(i) In the computation of overtime each day shall stand alone.

7.—Shift Work.

Shift workers other than dayshift workers shall be paid five per cent. (5%) in addition to the ordinary rate when on afternoon shift, and ten per cent. (10%) when on night shift.

8.—Contract of Service.

(a) The contract of service of all workers, other than casual workers, shall be a weekly one, terminable by one week's notice on either side. Provided that for the first fortnight the contract of service shall be deemed to be a daily one, terminable by one day's notice on either side.

(b) This clause shall not affect the employer's right to summarily dismiss a worker for misconduct and in such case wages shall be paid up till the time of dismissal only.

9.—Wages.

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

(a) Basic Wage:	Per Week.		
	£	s.	d.
(i) Within a radius of fifteen (15) miles from the G.P.O. Perth	13	8	6
(ii) Outside a radius of fifteen (15) miles from the G.P.O. Perth, but within the South-West Land Division ..	13	11	2

(b) (i) Stationary engine driver whose work requires a First or Second Class Certificate	2	5	0
(ii) Stationary Engine Driver whose work requires a Third Class Certificate	1	15	0
(iii) Engine Drivers who also attend to and are in charge of electric generator or dynamo (other than a dynamo for merely lighting the works) extra		15	0
(iv) Winch Drivers	1	17	6
(v) Mobile Crane Drivers	2	11	6
(vi) Firemen: (a) Attending one boiler or one suction gas generator	1	8	0
(b) Attending two or more boilers or two or more suction gas generators	1	18	6
(c) Trimmer		16	6
(vii) Where two or more firemen are employed on one shift one fireman shall be the leading fireman and shall be paid one shilling (1s.) per shift extra.			
(viii) Person engaged inside the gas or water space or scraping work shall, whilst so employed, be paid in addition to his ordinary overtime rate, ninepence (9d.) per hour.			

10.—Definitions.

For the purpose of this Award.—

(a) "Enginedriver" shall mean and include any person who operates or drives any engine or engines, the motive power of which is either steam, gas, oil, water, compressed air or electricity.

(b) "Engine driver in charge" when a driver being the only person of his class employed on the plant, does the general repair work of the plant, in addition to the work of engine driving, but not when he merely assists the fitter or engineer to do such work.

11.—Casual Workers.

Any worker who is employed for a period of less than one (1) week (exclusive of hours of overtime worked) shall be classed as a casual worker and shall be paid ten per cent. (10%) in addition to the rates prescribed by this Award.

12.—Higher Duties.

A worker engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for half of one day or shift or less he shall be paid the higher rate for the time so worked.

13.—Posting of Award.

The employer shall keep a copy of this Award placed in a conspicuous place in the factory.

14.—General.

(a) Gloves.—Suitable gloves, where necessary and if required, shall be supplied by the employer.

(b) First Aid Kit.—An adequate supply of ambulance material shall be kept where workers under this Award are employed.

(c) Washing and sanitary conveniences.—The employer shall provide reasonable washing and sanitary conveniences.

15.—Meal Allowance.

Where a day shift worker, without being notified the previous day, is required to continue working after the usual knock off time for more than one (1) hour, he shall be provided with any meal required or shall be paid three shillings (3s.) in lieu thereof. Provided that this clause shall not apply to a worker who can conveniently return home for a meal.

16.—Holidays.

(a) The following days or the days observed in lieu, shall subject to clause 6 hereof, be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, State Foundation Day, Christmas Day and Boxing Day.

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

(c) Except as hereafter provided a period of two consecutive week's leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

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

(e) If after one month's continuous service in any qualifying twelve (12) monthly period a worker lawfully leaves his employer or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one sixth ($\frac{1}{6}$ th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

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

(j) In the area outside a radius of fifteen (15) miles from the General Post Office, Perth, the following provisions shall apply:—

- (i) Subclause (a) hereof shall not apply except in the case of Labour Day and Anzac Day.
- (ii) Subclause (c) hereof shall not apply but except as hereinafter provided a period of two consecutive weeks' leave at Christmas time and also the day immediately preceding Good Friday, Good Friday, Easter Saturday, and the week immediately succeeding such days, with payment of ordinary wages as prescribed, shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.
- (iii) Subclause (e) hereof shall not apply, but if after one month's continuous service in any qualifying 12 monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid eleven and one-third ($11\frac{1}{3}$ rd) hours' pay at his ordinary rate of wage in respect of each completed month of service.
- (iv) Workers engaged on work during the period or periods referred to in paragraph (ii) hereof shall be allowed equivalent time off at such time as may be mutually agreed upon between the employer and the worker.
- (v) In all other respects the provisions of this clause shall apply.

17.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth ($1/12$ th) of a week for each completed month of service. Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

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

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

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

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

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

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

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

18.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the Union or Unions affiliated with it, or by any other Association or Union, or through the breakdown of the employers' machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent. Shortage of wood shall be regarded as a breakdown for the purpose of this clause: Provided that a worker is given eight (8) hours' notice of such shortage.

19.—Board of Reference.

(a) A Board of Reference is hereby appointed for the purpose 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 interpretation of the provisions of the Award or any of them
- (ii) deciding any other matter that the Court may refer to such Board from time to time.

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

20.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one (1) week.

21.—Record.

The wages book (or wages sheets) of the employer shall be open for inspection by the Secretary or an accredited representative of the Union, at the office of the company during working hours, upon reasonable notice being given of the desire to inspect same and he shall be permitted to take extracts therefrom.

22.—Long Service Leave.

As per Schedule attached.

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

Dated at Perth the 9th day of June, 1958.

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

Filed at my office this 9th day of June, 1958.

(Sgd.) R. BOWYER,
Clerk of the Court.

Schedule.

Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the coming into operation hereof if it continued until such time but only to the extent of the last twenty completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transmittee.

(ii) In this sub-clause "transmission" includes transfer conveyance assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

(a) Any period of absence from duty on any annual leave or long service leave;

(b) Any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen working days in any year of his employment;

(c) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(d) Any period during which the service of the worker was or is interrupted by service

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other

than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in Section 31 (2) of the Defence Act 1903-1956 and except in Korea or Malaya after June 26, 1950;

(ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

(iii) in any of the Armed Forces under the National Service Act 1951 (as amended);

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding

(a) the transmission of a business as referred to in paragraph (3) hereof;

(b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;

(c) any absence from duty authorised by the employer;

(d) any standing-down of a worker in accordance with the provisions of an award, Industrial Agreement, Order or Determination under either Commonwealth or State law;

(e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;

(g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

(h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this sub-clause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

(a) in respect of 20 years' service so completed—13 weeks' leave;

(b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated:—

(a) by his death;

(b) in any circumstances otherwise than by the employer for serious misconduct; the amount of leave shall be:—

- (i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is, in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave;

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award (or agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard;

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave;

(4) The ordinary time rate of pay:—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of sub-clause (c) applies:—

- (a) leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances;

(b) except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken;

(c) leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement;

(d) any leave shall be inclusive of any public holidays specified in this Award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave;

(e) payment shall be made in one of the following ways:—

(i) in full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker;

(f) no worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of sub-clause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer

shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(4) An employer shall be entitled to off-set any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the first day of April 1958.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve months thereafter or in the case of termination by death of the worker a period of three years thereafter keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award (or agreement) with respect to the Time and Wages Record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of:—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a Chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April 1958 shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective

long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this Clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 29 of 1957.

Between State Executive, Australasian Society of Engineers' Industrial Association of Workers; Coastal District Committee Amalgamated Engineering Union Association of Workers and Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Applicants, and Minister for Works; Minister for Water Supply, Sewerage and Drainage; and others, as per Schedule attached, Respondents.

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

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the Engineering Trades (Government) Award, and replaces Award No. 4 of 1954.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definitions.
6. Higher Duties.
7. Contract of Service.
8. Sick Leave.
9. Annual Leave.
10. Public Holidays.
11. Apprentices.
12. No New Designation.
13. Shop Stewards.
14. Hours of Duty.
15. Overtime and Sunday Time.
16. Shift Work.
17. Fares and Travelling Allowances.
18. District Allowances.
19. No Reduction.
20. Preference of Employment.
21. Board of Reference.
22. Right of Entry.
23. Allowances, Special Provisions, etc.
24. Under Rate Workers.
25. Notice Boards.
26. Liberty to Apply.
27. Wages.

3.—Term.

This Award shall operate for a period of three (3) years from the date hereof.

4.—Area.

This Award shall operate throughout the State of Western Australia.

5.—Definitions.

(1) "Casual Worker" means a worker employed for less than one week.

(2) "Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

(3) "Motor Mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or chassis on motor cars or other motor vehicles.

(4) "Process Worker" means a worker engaged on repetition work on any automatic, semi-automatic, or single purpose machine, or any machine fitted with jigs, gauges, or other tools rendering operations mechanical, or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.

6.—Higher Duties.

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

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

7.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable by one (1) week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of such notice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 8, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

(d) When a worker is discharged before the usual pay day, he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post, at the employer's risk, unless the worker desires to collect at the office.

(e) The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of a strike by any union or unions party to this Award or by any union or unions affiliated with it or them, or by any other association or union associated with it or them, or through the break-down of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

8.—Sick Leave.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week's pay for each completed month of service.

(ii) The liability of the employer shall in no case exceed one (1) week's wages during each calendar year in respect of each worker, but the

sick leave herein provided shall be allowed to accumulate, and any portion unused in any year may be availed of in the next or any succeeding year.

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

(b) The clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1952.

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

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

9.—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.

In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer.

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

(c) 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.

(d) "Ordinary wages" for the purpose of sub-clause (a) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

(e) (i) Subject to paragraph (ii), when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay, unless the absence exceeds three (3) calendar months, in which case deduction may be made for such excess only.

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

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

(g) A worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve (12) months' continuous service, in which case should the services of such worker terminate or be terminated prior to the completion of

twelve (12) months' continuous service, the said worker shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.

(h) Workers regularly working for the Government north of the south latitude 26 shall be allowed to accumulate annual leave for two (2) years, subject to the convenience of the department. Such workers who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two (2) years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.

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

10.—Public Holidays.

(a) Except as hereinafter provided, each of the following days or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely, New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(b) (i) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time worked as if it was an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.

(ii) In the case of workers working a five-day week, no payment or a day in lieu shall be granted for any public holiday falling on a Saturday.

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

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

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

11.—Apprentices.

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

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

- Blacksmithing.
- Coppersmithing.
- Patternmaking.
- Motor Mechanics.
- Turner and/or iron machinist.
- Electrical fitting.
- Electrical installing.
- Fitting, including meter fitting and tractor fitting.
- Automotive electrical fitting.
- First class welding.

(c) No apprentice under the age of 18 years shall be required to work overtime unless he so desires.

(d) The maximum number of apprentices allowed to any employer in any branch shall be in the proportion of one (1) to every three (3) or fraction of three (3) tradesmen employed by him in that branch.

Provided that any employer adequately equipped to teach apprentices may, with the consent of a committee consisting of a representative of the

employer concerned, a representative of the Unions concerned, with the Industrial Registrar as chairman, take on new apprentices up to the proportion of one to each journeyman employed.

(e) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of tradesmen employed on all working days of the six (6) months immediately preceding such time shall be deemed to be the number of tradesmen employed.

(f) Notwithstanding anything contained in this Award to the contrary, if through lack of work any employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian, and the Union, be suspended for a period agreed upon or if no such agreement is arrived at, may be cancelled by the committee as stated in subclause (d) of this clause. The onus of proof of the circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

12.—No New Designation.

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

13.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards, to be appointed by the Union, shall be recognised by the management. The management shall be notified in writing by the Union of the stewards appointed.

14.—Hours of Duty.

(a) (i) The week's work shall consist of forty (40) hours and shall be worked in five (5) or five and a half (5½) days, as agreed between the parties.

(ii) The normal hours of labour shall, in the case of a five (5) day week, be worked in eight (8) hours each day, Monday to Friday inclusive; in the case of a five and a half (5½) day week, the 40 hours may be worked as mutually agreed between the Union and the employer concerned.

(iii) The hours specified in subclause (a) shall, except in the case of shift work, or as otherwise provided, be worked between 7 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon and where any respondent and the Union mutually agree to some other starting and finishing time.

(b) A meal interval shall not exceed one (1) hour.

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

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

(d) (i) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

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

(iii) This subclause shall remain in operation until otherwise determined by the Court.

(iv) Notwithstanding the provisions of paragraphs (i) (ii) and (iii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Award providing for overtime.

15.—Overtime and Sunday Time.

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

(ii) Where work other than shift work and other than work performed as provided in clause 14 (a) (iii) hereof, is done on Saturdays, the worker shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter, but if work is performed in any period from 5 p.m. on Saturdays the worker shall be paid double time for all time worked after that hour.

(b) When an employee is required for overtime duty in excess of one hour after the usual ceasing time without being notified the previous day, he shall be supplied with any meal required or be paid five shillings (5s.) for such meal. This subclause shall not apply to workers residing within a radius of one-half mile of the works.

Workers required to start work at 12 midnight until 6.30 a.m., and ordered back to work at 8 a.m. the same day, shall be paid three shillings and sixpence (3s. 6d.) for breakfast.

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

(d) A worker called back after completing a day's work, or called out on a Saturday or Sunday, shall be paid a minimum of two (2) hours at overtime rates, but if he is called out more than once within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

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

(f) Notwithstanding anything hereinbefore contained—

(1) systematic overtime in the State Engineering Works and Jewell Street Workshops of the Plant Engineer shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such workshops aforesaid subject to the following terms and conditions. The term emergency includes—

- (a) a condition caused by a breakdown of machinery or plant which, unless repaired outside ordinary working hours, will hold up normal production;
- (b) a condition due to bottleneck in production;
- (c) work being required within a specific time which cannot be completed by employing extra workers or by working shifts;

(2) when the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved. The shop steward may consult with the management if he requires further information and after advising his shop stewards

convenor or senior shop steward, as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer, who may refer the matter to the Union secretary or secretaries for review, which secretary or secretaries shall deal with the matter forthwith and if the Union secretary or secretaries confirm the shop steward's decision, to a special Board of Reference as hereinafter defined. If the Union secretary or secretaries support the employer, or the Board of Reference so decides, overtime shall be worked accordingly;

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

(4) notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available workers, and no worker shall be required to work more than nine hours overtime in any one week on a minor job, or the maximum number of hours agreed to by the Union secretary or secretaries or decided upon by the Board of Reference on a major job;

(5) no worker shall be required to work shifts on more than seven (7) consecutive days without the approval of the officers of the Union concerned;

(6) In the event of a worker being required to work shifts on eight (8) consecutive days, he shall be rostered off duty on the whole of the ninth day without deduction of wages;

(7) when a number of workers are required to work shifts on the eighth day and the shop would be disorganised by the standing off of the whole of the workers concerned on the ninth day, by agreement between the employer and the workers, the workers shall be rostered off duty for one shift within six (6) days of the conclusion of the job;

(8) for the purpose of this subclause the special Board of Reference shall consist of a chairman to be mutually agreed upon, or, failing agreement, such person as the President of the Arbitration Court shall nominate, a representative nominated by the employer, and a representative nominated by the secretary or secretaries concerned.

16.—Shift Work.

(a) The employer may, if he so desires, work any of his employees on shifts, but before doing so, shall give notice of his intention to the Union.

(b) Work other than day shift performed by any worker shall not be recognised as afternoon or night shift, unless in either case, five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoons or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights

and thereafter during any subsequent consecutive afternoons or nights he is so employed. But the sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on a Saturday, Sunday or on any public holiday.

(c) Overtime on afternoon or night shift shall be calculated on the basis of the rate paid for afternoon or night shift, respectively.

(d) When shift work is required the rate for afternoon and/or night shift including such shifts when worked on ship repair work (whether at wharf side or otherwise) shall be time and a quarter.

17.—Fares and Travelling Allowances.

(1) Country Work:—

- (a) When a worker is instructed to proceed on duty from the place where he is then or is usually employed, the employer shall pay all fares, including sleeper and a proper allowance at current rates for all necessary meals and board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fares on completion of job or after twelve (12) months on job.
- (b) A worker travelling to work away from or returning to his usual place of employment shall be paid for the actual travelling time in his ordinary working hours, and, in addition thereto, his actual travelling time outside his ordinary working hours shall be paid at ordinary rates up to a maximum of eight (8) hours in any one (1) day.

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

- (c) 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 that this shall not operate to reduce the wages earned and travelling time when paid for below eight (8) hours in any one day.

(2) Other Than Country Work:—

- (a) A worker, other than an installer employed by the Public Works Department, residing in the suburban area who is required to start work at some place other than his usual workshop or place of employment shall, if the time taken in travelling from his place of residence to the job and return exceeds the time normally taken in travelling from his usual place of residence to his usual workshop or place of employment and return, be paid for such excess travelling time at ordinary rates; and if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the worker in travelling from his place of residence and return, the employer shall pay such excess fares.
- (b) Any installer employed by the Public Works Department who does not report to the depot shall be paid, in respect of travel between his usual place of residence and the job and return, all fares actually and reasonably incurred in excess of one shilling and sixpence (1s. 6d.) per day and where the distance necessarily travelled exceeds twelve (12) miles per day, a travelling allowance at the rate of fourpence (4d.) per mile for each such excess mile. Provided that the maximum daily travelling allowance shall be four shillings (4s.). Provided further that if the employer provides a conveyance for more than half the distance travelled, the travelling allowance payable shall be reduced by one-half.

18.—District Allowances.

(1) District Allowances, as specified below, shall be paid to workers stationed at—

	Per Week.
	s. d.
(a) Carrabin and Bullfinch to Southern Cross	5 3
(b) Southern Cross and eastward thereof to Kanowna	5 3
Except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder and within five miles thereof, where the allowance will be	2 4
(c) Coolgardie to Salmon Gums	5 3
(d) Southward of Salmon Gums to Esperance	2 4
(e) Northward of the Kalgoorlie radius	7 0
(f) Wurarga and eastward and northward thereof to Meekatharra	7 0
(g) Three (3) miles eastward of Meekatharra to Wiluna	10 6
(h) Hopetoun-Ravensthorpe	7 0
(i) Carnarvon and within an area of five miles thereof	15 0
(j) Onslow and Point Samson and within an area of five miles thereof	23 6
(k) Port Hedland, Broome and Derby and within an area of five miles thereof	30 0
(l) Wyndham and within an area of five miles thereof	38 0

19.—No Reduction.

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

20.—Preference of Employment.

Preference of employment shall be given to financial members of the Amalgamated Engineering Union, the Australasian Society of Engineers, the Coastal and E.G. Government Water, Sewerage and Drainage Employees' Union and the Electrical Trades Union. Provided the Department shall be under no obligation to communicate with the Union officers to ascertain whether a member is financial.

21.—Board of Reference.

The Court appoints for the purpose of the Award a Board of Reference. The Board shall consist of a chairman and two (2) other representatives nominated by the parties. There shall be 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 the Board from time to time.

22.—Right of Entry.

On notifying the officer in charge, any officer of the Union, authorised in writing by the President and Secretary of such Union, shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

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

23.—Allowances, Special Provisions, etc.

(1) Patternmakers shall be paid a weekly tool allowance of one shilling (1s.) and apprentice patternmakers in the third, fourth and fifth year, 9d. Provided that this allowance shall not be paid when a worker is absent on annual leave, sick leave or long service leave.

(2) (a) Apprentice patternmakers shall be supplied with the following tools, if procurable:—

- 6 paring chisels,
- 3 clean cutting twist bits,
- 6 wood drills,
- 1 brace (10 in. throw),
- 2 saws (one tenon saw, one hand saw, 6-tooth),
- 1 10 in. square,
- 1 contraction rule,
- 1 oil stone,
- 2 nail punches (1 large, 1 small),
- 1 16 in. screwdriver,
- 1 joiner's hammer,
- 2 planes (one iron smoother No. 4, one iron jack No. 5),
- 1 mallet.

(b) The foregoing tools shall remain the property of the employer. The apprentice shall be responsible for all breakages or losses and shall make good all such losses. At the conclusion of the apprenticeship course on satisfactorily passing final examinations, the tools shall become the property of the apprentice.

(3) The foregoing shall be in addition to any other allowances throughout this clause.

(4) Height Money.—Workers employed at a height of 50 ft. or more above the nearest horizontal plane shall be paid an allowance of 1s. 8d. per day, provided that the above allowance may be paid where the work is at a height of less than 50 ft., but more than 25 ft. above the nearest horizontal plane if the officer in charge so agrees, or failing agreement if so determined by a board of reference.

(5) Dirt Money.—Dirt money of fourpence (4d.) per hour shall be paid as follows:—

(a) Workers employed on hot or dirty locomotives, or stripping locomotives, boilers, steam, petrol, or electric cranes, or when repairing Babcock and Wilcox or other stationary boilers *in situ* (except repairs on bench to steam and water mountings), or when repairing the conveyor gear in the conduit of power house and when repairing or overhauling electric or steam pile-driving machines and boring plants.

(b) Bitumen Sprayers—Large units.

(i) To workers whilst engaged on work appertaining to the spraying of bitumen but exclusive of the standard chassis and engine, from the front end of the main tank to the back end of the plant: Provided that work on the compressor and its engine shall not be subject to dirt money.

(ii) To motor mechanics in the motor section, for all work performed on the standard chassis from and including the sump to the rear end of the chassis, but excluding the engine and parts forward thereto, unless the work is of a specially dirty nature, when clothes are necessarily unduly soiled or injured by the nature of the work done. Provided that to workers engaged as above on sprays of the Bristow type, dirt money of 6d. per hour shall be paid.

(c) Bitumen Sprayers—Small units.

(i) To workers for work done on main tank, its fittings, pump and spray arms.

(ii) To motor mechanics on work from and including the sump to the rear end of chassis, but excluding the engine and parts forward thereto, unless the work is of a specially dirty nature, when clothes are necessarily unduly soiled or injured by the nature of the work done.

(d) To workers on all other dirty tar sprays and kettles.

(e) Diesel Engines.—Work on engines or on gear-box attached to engine, but excluding work on rollers (wheels) on which a diesel powered roller travels.

(f) Dirt money shall only be paid during the stages of dismantling and cleaning and shall not cover workmen who receive portions of the work after cleaning has taken place.

(g) Notwithstanding anything contained in the foregoing provisions, dirt money shall not be paid unless the work is of an exceptionally dirty nature where clothes are necessarily unduly soiled or injured by the nature of the work done.

(6) Confined Space.—Sixpence (6d.) per hour extra shall be paid to any work working in any place the dimensions of which necessitate the worker working in an unusually stooped or otherwise cramped position, or where confinement within a limited space is productive of unusual discomfort.

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

(8) Boilermakers' Assistants when employed on the hydraulic press at the State Engineering Works shall be paid one shilling (1s.) per day extra.

(9) Any worker actually working a pneumatic tool of the percussion type shall be paid fourpence (4d.) per hour extra whilst so engaged.

(10) A worker occasionally employed as a tapper out, if not a tradesman, shall receive four shillings (4s.) per day extra on casting days.

(11) Hot Work.—Employees required to work in any hot place where the temperature raised by artificial means exceeds 115° F., and welders when welding in a locomotive fire box (*in situ*), shall be paid an allowance of two shillings (2s.) per hour for the time so engaged. Any broken time of less than one (1) hour on such jobs shall be paid as a full hour worked. The person in charge of the job shall determine the temperature which shall be taken at the place where the work is actually performed.

This clause shall not apply to employees whose ordinary work is associated with temperatures raised by artificial means such as oxy acetylene electrical welders (except when welding in a locomotive fire box) nor to blacksmiths, employees in forging gangs, furnace men, brick arch builders or the like.

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

(13) Workers employed in and about abattoirs shall be paid an allowance of one shilling and sixpence (1s. 6d.) per day. Provided that an additional allowance of sixpence (6d.) per day shall be paid to any worker in respect of any day on which he is required to work in temperatures below 28° F.

(14) Wet work.—Any worker working in water over his boots or if gum boots are supplied over the gum boots, shall be paid one shilling and fourpence (1s. 4d.) per day extra.

(15) Workers employed using steam cleaning units of the Anderson Kerrick or other types on cranes or other machinery shall be paid fourpence (4d.) per hour extra.

(16) Blacksmith and striker working with two fires shall be paid one shilling (1s.) per day extra. This shall not apply to workers on the big forge, State Engineering Works.

(17) Well Work.—An electrical tradesman required to enter a well 30 ft. or more in depth for the purpose in the first place of examining the pump, or any other work connected therewith, shall receive an amount of two shillings and sixpence (2s. 6d.) for such examination and one shilling and sixpence (1s. 6d.) per hour extra thereafter for fixing, renewing or repairing such work.

(18) Ship Repair Work.—Any worker engaged in repair work on board ships shall be paid an allowance of five shillings (5s) per day for each day on which he is so engaged.

(19) Except where otherwise expressly provided, not more than one of the foregoing allowances, or extra rates, shall be paid at any one time, and where more than one allowance or extra rate applies, only the highest shall be paid, but this shall not operate so as to prevent the payment of the allowance prescribed for ship repair work in addition to the extra rate prescribed in subclause (6) (but only if the employer and the worker agree that the degree of discomfort is so exceptional as to warrant the payment of this extra rate in addition to the allowance for ship repair work) or subclause (7), (9) or (12).

(20) The work of an electrical fitter shall not be tested by a worker of a lower grade.

(21) Protective equipment:—

- (a) The employer shall have available a sufficient supply of protective equipment (as for example hand screens, goggles, glasses, gloves, aprons, leggings, gum boots and oilskins) for use by workers when engaged on work for which some protective equipment is reasonably necessary.
- (b) Every worker shall sign an acknowledgment on receipt thereof but such equipment shall at all times remain the property of the employer.
- (c) During the time the same are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.
- (d) No worker shall lend another worker any protective equipment issued to such first mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.
- (e) Before any protective equipment which has been used by a worker is re-issued by the employer to another worker it shall, where necessary, be effectively sterilised.

24.—Under Rate Workers.

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

25.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered that notices are essential to meet the convenience of the Union concerned.

26.—Liberty to Apply.

Liberty to apply is reserved in respect to—

- (a) Clause 15 (d).
- (b) Clause 17 (2).
- (c) Clause 18.
- (d) Clause 23 (16).
- (e) Wages Schedule—Items 3 and 29.
- (f) Provision of tools to apprentices.
- (g) The responsibility of the Conservator of Forests.

27.—Wages.

The minimum rates payable to workers shall be in accordance with the first schedule hereinafter appearing.

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

Dated at Perth this 30th day of May, 1958.

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

Filed at my office this 30th day of May, 1958.

(Sgd.) R. BOWYER,
Clerk of the Court.

First Schedule.

Wages.		Per Week.		
		£	s.	d.
(a) Basic Wage:				
(i) Within a 15-mile radius from the G.P.O., Perth	....	13	8	6
(ii) Outside a radius of 15 miles from the G.P.O., Perth, but within the South-West Land Division	....	13	11	2
(iii) Goldfields Areas and all other portions of the State, excluding the South-West Land Division	....	13	8	0
(b) Margins over Basic Wage:				
1. Patternmaker	....	4	17	6
2. Toolmaker	....	4	10	0
3. Blacksmith:				
(i) Big forge, State Engineering Works	....	5	5	0
(ii) Elsewhere in workshops	....	3	17	6
(iii) On or about construction work doing field work	....	3	15	0
4. Welders—				
(i) First class	....	4	2	6
(ii) Second class	....	1	15	0
(iii) Third class	....	1	10	0
(iv) Fourth class	....	1	5	0
5. Fitter (including meter fitter and tractor fitter)	....	3	15	0
6. Automotive electrical fitter	....	3	15	0
7. Turner	....	3	15	0
8. Coppersmith	....	3	17	6
9. Brass Finisher	....	3	15	0
10. Motor Mechanic	....	3	15	0
11. Electrical fitter and/or armature winder	....	3	15	0
12. Electrical installer	....	3	7	6
13. Driller using borer or cutter bar	....	3	15	0
14. Driller using Asquith or Tullis radial drills	....	3	15	0
15. Driller using Swift machine	....	2	10	0
16. Driller using Herbert two-spindle sensitive drilling machine	....	1	15	0
(But when drilling to a marked circumference, one penny halfpenny (1½d.) per hour extra whilst so employed.)				
17. Driller using other machines	....	1	15	0
18. Screwer and/or S.E.W. cold saw machinist	....	1	15	0
19. Shot-blast and sand-blast dressers who are not protected from flying shot and sand by a properly enclosed cabin	....	2	7	6
20. Rigger and Splicer on ships and buildings	....	2	7	6

Wages—*continued*.

	Per Week.		
	£	s.	d.
21. Electric overhead crane driver partly employed on maintenance of lifting gear	2	7	6
22. Electric overhead crane driver	1	10	0
23. Shearers	1	15	0
24. Bolt machinist	1	15	0
25. Process worker	1	0	0
26. Metal grinder and polisher	1	15	0
27. Casting dresser	1	9	0
28. Forge steam hammer driver	1	7	6
29. Tradesmens Assistants—			
(i) Other than elsewhere specified	1	4	0
(ii) Big forge, State Engineering Works	1	7	6
30. Furnaceman (iron)	2	5	0
31. Furnaceman (brass)	1	17	6
32. Furnaceman's Assistant	1	4	0
33. Crane attendant	15	0	
34. Pig iron breaker	15	0	
35. Tool storeman	1	4	0
36. Annealing stove attendant	1	7	6
37. General labourer			Nil.

Casual Worker.

A casual worker shall mean one who is engaged to work for less than five (5) consecutive days and shall be paid 10 per cent. (10%) of the ordinary rate in addition to the ordinary rate for his class of work.

Leading Hands.

"Leading Hand" means any tradesman placed in charge of three (3) or more other workers. A leading hand shall be paid such extra rate as hereinafter prescribed.

- (i) When in charge of not less than three (3) and not more than ten (10) other workers, shall be paid fifteen shillings (15s.) per week extra.
- (ii) When in charge of more than ten (10) and not more than twenty (20) other workers, shall be paid thirty shillings (30s.) per week extra.
- (iii) When in charge of more than twenty (20) other workers, shall be paid forty-five shillings (45s.) per week extra.

	Percentage of Basic Wage.
Apprentices:	
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100
	plus 20s.
Junior Workers:	
Under 16 years of age	25
Between 16 and 17 years of age	35
Between 17 and 18 years of age	45
Between 18 and 19 years of age	60
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

Second Schedule.

List of Respondents Bound by the Award.

The Minister for Works.
 The Minister for Water Supply, Sewerage and Drainage.
 The Minister for State Trading Concerns.
 The Minister for Education.
 The Minister for Industrial Development.
 The Minister for Health.
 The Minister for Agriculture.
 The Minister for Housing.
 The State Shipping Service.
 Commissioner of Main Roads.
 Board of Management, Royal Perth Hospital.
 Board of Management, Princess Margaret Hospital.
 State Building Supplies (in respect of State Brick Works only).

Third Schedule.

Apprenticeship Regulations.

The apprenticeship regulations made under the Industrial Arbitration Act, 1912, and gazetted on the 6th November, 1953, shall apply to all apprenticeships under this Award, except insofar as the same are modified by the provisions of Clause 11 of this Award and except for the further following modifications, viz.:—

Delete Regulation 36 and insert in lieu thereof the following:—

Lost Time.

36. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award, provided—

- (a) a payment for such sickness shall not exceed a total of one month in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate and a further certificate or certificates may be required if any time is lost through sickness within seven days from date of resumption of duty, the cost, if any, of such certificate or certificates not exceeding 5s. to be borne by the employer;
- (c) an apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 9 of 1957.

Between The Boilermakers' Society of Australia Union of Workers, Coastal Districts, W.A., Applicant, and The Hon. Minister for Works as Minister Controlling State Engineering Works, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties and whereas the said dispute was referred into Court for the purpose of hearing and determination and whereas the 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 Boilermakers (State Engineering Works) Award and replaces Industrial Agreement No. 18 of 1941, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area and Scope.
5. Definitions.
6. Higher Duties.
7. Contract of Service.
8. Sick Leave.
9. Annual Leave.
10. Public Holidays.
11. Apprentices.
12. No new Designation.
13. Shop Stewards.
14. Hours of Duty.
15. Overtime and Sunday Time.
16. Shift Work.
17. Fares and Travelling Allowances.
18. No Reduction.
19. Preference of Employment.
20. Board of Reference.
21. Right of Entry.
22. Allowances, Special Provisions, etc.
23. Under Rate Workers.
24. Notice Boards.
25. Liberty to Apply.
26. Wages.

3.—Term.

This Award shall operate for a period of three (3) years from the date hereof.

4.—Area and Scope.

This Award shall apply to workers employed in the classifications mentioned herein coming under the control of the Manager, State Engineering Works.

5.—Definitions.

“Casual Worker” means a worker engaged to work for less than five (5) consecutive days.

6.—Higher Duties.

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

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

7.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable by one (1) week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of such notice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 8, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

(d) When a worker is discharged before the usual pay day, he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post, at the employer's risk, unless the worker desires to collect at the office.

(e) The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of a strike by any union or unions party to this Award or by any union or unions affiliated with it or them, or by any other association or union associated with it or them, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent,

8.—Sick Leave.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week's pay for each completed month of service.

(ii) The liability of the employer shall in no case exceed one (1) week's wages during each calendar year in respect of each worker, but the sick leave herein provided shall be allowed to accumulate, and any portion unused in any year may be availed of in the next or any succeeding year.

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

(b) The clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912.

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

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

9.—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.

In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer.

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

(c) 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.

(d) “Ordinary wages” for the purpose of sub-clause (a) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

(e) (i) Subject to paragraph (ii), when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay, unless the absence exceeds three (3) calendar months, in which case deduction may be made for such excess only.

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

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

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

(h) Workers regularly working for the Government north of the south latitude 26 shall be allowed to accumulate annual leave for two (2) years, subject to the convenience of the Department. Such workers who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two (2) years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.

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

10.—Public Holidays.

(a) Except as hereinafter provided, each of the following days or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely, New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(b) (i) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time worked as if it was an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.

(ii) In the case of workers working a five-day week, no payment or a day in lieu shall be granted for any public holiday falling on a Saturday.

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

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

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

11.—Apprentices.

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

(b) Apprentices shall be allowed to the trade of boilermaking.

(c) No apprentice under the age of 18 years shall be required to work overtime unless he so desires.

(d) The maximum number of apprentices allowed to any employer in any branch shall be in the proportion of one (1) to every three (3) or fraction of three (3) tradesmen employed by him in that branch.

Provided that any employer adequately equipped to teach apprentices may, with the consent of a committee consisting of a representative of the employer concerned, a representative of the Union, with the Industrial Registrar as Chairman, take on new apprentices up to the proportion of one to each journeyman employed.

(e) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of tradesmen employed on all working days of the six (6) months immediately preceding such time shall be deemed to be the number of tradesmen employed.

(f) Notwithstanding anything contained in this Award to the contrary, if through lack of work any employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian, and the Union, be suspended for a period agreed upon or if no such agreement is arrived at, may be cancelled by the Committee as stated in subclause (d) of this clause. The onus of proof of the circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

12.—No New Designation.

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

13.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards, to be appointed by the Union, shall be recognised by the management. The management shall be notified in writing by the Union of the stewards appointed.

14.—Hours of Duty.

(a) (i) The week's work shall consist of forty (40) hours and shall be worked in five (5) or five and a half (5½) days, as agreed between the parties.

(ii) The normal hours of labour shall, in the case of a five (5) day week, be worked in eight (8) hours each day, Monday to Friday inclusive; in the case of a five and a half (5½) day week, the forty hours may be worked as mutually agreed between the Union and the employer concerned.

(iii) The hours specified in subclause (a) shall, except in the case of shift work, or as otherwise provided, be worked between 7 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon and where any respondent and the Union mutually agree to some other starting and finishing time.

(b) A meal interval shall not exceed one (1) hour.

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

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

(d) (i) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

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

(iii) This subclause shall remain in operation until otherwise determined by the Court.

(iv) Notwithstanding the provisions of paragraphs (i), (ii) and (iii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Award providing for overtime.

15.—Overtime and Sunday Time.

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

(ii) Where work other than shift work and other than work performed as provided in clause 13 (a) (iii) hereof, is done on Saturdays, the worker shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter, but if work is performed in any period from 5 p.m. on Saturdays the worker shall be paid double time for all time worked after that hour.

(b) When an employee is required for overtime duty in excess of one hour after the usual ceasing time without being notified the previous day, he shall be supplied with any meal required or be paid five shillings (5s.) for such meal. This subclause shall not apply to workers residing within a radius of one-half mile of the works.

Workers required to start work at 12 midnight until 6.30 a.m., and ordered back to work at 8 a.m. the same day, shall be paid three shillings and sixpence (3s. 6d.) for breakfast.

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

(d) A worker called back after completing a day's work, or called out on a Saturday or Sunday, shall be paid a minimum of two (2) hours at overtime rates, but if he is called out more than once within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

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

(f) Notwithstanding anything hereinbefore contained—

(1) systematic overtime in the State Engineering Works shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such workshops aforesaid subject to the following terms and conditions. The term emergency includes—

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

(b) a condition due to bottleneck in production;

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

(2) when the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved. The shop steward may consult with the management if he requires further information and after advising his shop stewards' convenor or senior shop steward, as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared

to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer, who may refer the matter to the Union secretary for review, which secretary shall deal with the matter forthwith and if the Union secretary confirms the shop steward's decision to a special Board of Reference as hereinafter defined. If the Union secretary supports the employer, or the Board of Reference so decides, overtime shall be worked accordingly;

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

(4) notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available workers, and no worker shall be required to work more than nine hours overtime in any one week on a minor job, or the maximum number of hours agreed to by the Union secretary or decided upon by the Board of Reference on a major job;

(5) no worker shall be required to work shifts on more than seven (7) consecutive days without the approval of the officers of the Union;

(6) in the event of a worker being required to work shifts on eight (8) consecutive days, he shall be rostered off duty on the whole of the ninth day without deduction of wages;

(7) when a number of workers are required to work shifts on the eighth day and the shop would be disorganised by the standing off of the whole of the workers concerned on the ninth day, by agreement between the employer and the workers, the workers shall be rostered off duty for one shift within six (6) days of the conclusion of the job;

(8) for the purpose of this subclause the special Board of Reference shall consist of a chairman to be mutually agreed upon, or, failing agreement, such person as the President of the Arbitration Court shall nominate, a representative nominated by the employer, and a representative nominated by the secretary of the Union.

16.—Shift Work.

(a) The employer may, if he so desires, work any of his employees on shifts, but before doing so, shall give notice of his intention to the Union.

(b) Work other than day shift performed by any worker shall not be recognised as afternoon or night shift, unless in either case five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime. On completion of the fifth (5th) consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights and thereafter during any subsequent consecutive afternoons or nights he is so employed. But the sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on Saturday, Sunday or on any public holiday.

(c) Overtime on afternoon or night shift shall be calculated on the basis of the rate paid for afternoon or night shift, respectively.

(d) When shift work is required, the rate for afternoon and/or night shift, including such shifts when worked on ship repair work (whether at wharf side or otherwise) shall be time and a quarter.

17.—Fares and Travelling Allowances.

(1) Country Work.—(a) When a worker is instructed to proceed on duty from the place where he is then or is usually employed, the employer shall pay all fares, including sleeper and a proper allowance at current rates for all necessary meals and board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fares on completion of job or after twelve (12) months on job.

(b) A worker travelling to work away from or returning to his usual place of employment shall be paid for the actual travelling time in his ordinary working hours, and, in addition thereto, his actual travelling time outside his ordinary working hours shall be paid at ordinary rates up to a maximum of eight (8) hours in any one (1) day.

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

(c) 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 that this shall not operate to reduce the wages earned and travelling time when paid for below eight (8) hours in any one day.

(2) Other than Country Work.—A worker residing in the suburban area who is required to start work at some place other than his usual workshop or place of employment shall, if the time taken in travelling from his place of residence to the job and return exceeds the time normally taken in travelling from his usual place of residence to his usual workshop or place of employment and return, be paid for such excess travelling time at ordinary rates; and if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the worker in travelling from his place of residence and return, the employer shall pay such excess fares.

18.—No Reduction.

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

19.—Preference of Employment.

Preference of employment shall be given to financial members of the Union: Provided the employer shall be under no obligation to communicate with the Union office to ascertain whether a member is financial.

20.—Board of Reference.

The Court appoints for the purpose of the Award a Board of Reference. The Board shall consist of a chairman and two (2) other representatives nominated by the parties. There shall be 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 interpretation of the provisions of the Award or any of them;
- (ii) deciding any other matter that the Court may refer to the Board from time to time.

21.—Right of Entry.

On notifying the officer in charge, any officer of the Union, authorised in writing by the President and Secretary of such Union, shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

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

22.—Allowances, Special Provisions, Etc.

(1) Height Money.—Workers employed at a height of fifty feet (50 ft.) or more above the nearest horizontal plane shall be paid an allowance of one shilling and eightpence (1s. 8d.) per day, provided that the above allowance may be paid where the work is at a height of less than fifty feet (50 ft.) but more than twenty-five feet (25 ft.) above the nearest horizontal plane, if the officer in charge so agrees or, failing agreement, if so determined by a Board of Reference.

(2) Dirt Money.—Dirt money of fourpence (4d.) per hour shall be paid on work which the employer and the worker agree is of an unusually dirty or offensive nature.

(3) Confined Space.—Sixpence (6d.) per hour extra shall be paid to any worker working in any place the dimensions of which necessitate the worker working in an unusually stooped or otherwise cramped position, or where confinement within a limited space is productive of unusual discomfort.

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

(5) Any worker actually working a pneumatic tool of the percussion type shall be paid fourpence (4d.) per hour extra whilst so engaged.

(6) Hot Work.—Employees required to work in any hot place where the temperature raised by artificial means exceeds 115° F., and welders when welding in a locomotive fire box (in situ), shall be paid an allowance of two shillings (2s.) per hour for the time so engaged. Any broken time of less than one (1) hour on such jobs shall be paid as a full hour worked. The person in charge of the job shall determine the temperature which shall be taken at the place where the work is actually performed.

This clause shall not apply to employees whose ordinary work is associated with temperatures raised by artificial means, such as oxy-acetylene and electrical welders (except when welding in a locomotive fire box), nor to blacksmiths, employees in forging gangs, furnacemen, brick arch builders or the like.

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

(8) Workers employed in and about abattoirs shall be paid an allowance of one shilling and sixpence (1s. 6d.) per day. Provided that an additional allowance of sixpence (6d.) per day shall be paid to any worker in respect of any day on which he is required to work in temperatures below 28° F.

(9) Wet Work.—Any worker working in water over his boots, or if gum boots are supplied, over the gum boots, shall be paid one shilling and fourpence (1s. 4d.) per day extra.

(10) Ship Repair Work.—Any worker engaged in repair work on board ships shall be paid an allowance of five shillings (5s.) per day for each day on which he is so engaged.

(11) Except where otherwise expressly provided, not more than one of the foregoing allowances, or extra rates, shall be paid at any one time, and where more than one allowance or extra rate applies, only the highest shall be paid, but this shall not operate so as to prevent the payment of the allowance prescribed for ship repair work in addition to the extra rate prescribed in subclause (3) (but only if the employer and the worker agree

that the degree of discomfort is so exceptional as to warrant the payment of this extra rate in addition to the allowance for ship repair work), or subclause (4), (5) or (7).

(12) Protective Equipment.—(a) The employer shall have available a sufficient supply of protective equipment (as for example, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots) for use by workers when engaged on work for which some protective equipment is reasonably necessary.

(b) Every worker shall sign an acknowledgment on receipt thereof, but such equipment shall at all times remain the property of the employer.

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

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

(e) Before any protective equipment which has been used by a worker is re-issued by the employer to another worker, it shall, where necessary, be effectively sterilised.

23.—Under-rate Workers.

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

24.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered that notices are essential to meet the convenience of the Union.

25.—Liberty to Apply.

Liberty to apply is reserved in respect of—

- (a) Clause 15 (d).
- (b) District Allowances.

26.—Wages.

The minimum rates payable to workers shall be in accordance with the First Schedule hereinafter appearing.

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

Dated at Perth this 26th day of May, 1958.

[L.S.] (Sgd.) R. V. NEVILLE,
President.

Filed at my office this 26th day of May, 1958.

(Sgd.) R. BOWYER,
Clerk of the Court of Arbitration.

First Schedule.

Wages.

	Per Week.		
	£	s.	d.
(a) Basic Wage—			
Metropolitan Area	13	8	6
(b) Margins over Basic Wage—			
1. Boilermaker on flanging or angle fires	4	17	6
2. Boilermaker on big press	4	17	6
3. Boilermaker who for the greater part of his time is occupied in marking off and/or making templates or jigs	4	5	0
4. Boilermaker	3	15	0
5. Welder, 1st Class, who is required to apply general trade experience	4	2	6

Casual Worker.

A casual worker shall be paid ten per cent. (10%) of the ordinary rate in addition to the ordinary rate for his class of work.

Leading Hands.

A leading hand placed in charge of—

- (a) not less than three (3) and not more than ten (10) other workers shall be paid fifteen shillings (15s.) per week extra;
- (b) more than ten (10) and not more than twenty (20) other workers shall be paid thirty shillings (30s.) per week extra;
- (c) more than twenty (20) other workers shall be paid forty-five shillings (45s.) per week extra.

Apprentices—	Percentage of Basic Wage.
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100 plus 1£

Second Schedule.

Apprenticeship Regulations.

The Apprenticeship Regulations made under the Industrial Arbitration Act, 1912, and gazetted on the 6th November, 1953, as hereunder amended, shall apply to all apprenticeships under this Award, except in so far as the same are modified by the provisions of Clause 11 of this Award and except for the further following modification, viz.:

Delete Regulation 36 and insert in lieu thereof the following:—

Lost Time.

36. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award, provided—

- (a) a payment for such sickness shall not exceed a total of one month in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost, if any, of such certificate or certificates not exceeding 5s. to be borne by the employer;
- (c) an apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 249 of 1956.

Between Western Australian Commercial Travelers' Guild (Industrial Union of Workers), Applicant, and Henry Berry and Co. (Australia) Ltd., and others, Respondents.

HAVING heard Mr. P. W. Hughes on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 24 of 1950 be and the same is hereby amended in the following manner:—

1.—Clause 2—Arrangement.

(a) Delete "11—Locomotion" where it appears and insert in lieu thereof "11—Car Allowance."

(b) Add the following at the end of this clause:—

16.—Record.

2.—Clause 7—Wages.

Delete (a) and (b) of this clause and insert in lieu thereof the following:—

	Per Week.		
	£	s.	d.
(a) Basic Wage—			
(i) Within a radius of fifteen (15) miles of the G.P.O., Perth	13	8	6
(ii) Outside of fifteen (15) mile radius of the G.P.O., Perth, but within the South-West Land Division	13	11	2
(iii) Outside the South-West Land Division	13	8	0
	Margin Over Basic Wage		
	Per Week.		
(b) Adults—	£	s.	d.
Commercial Travellers	4	10	0
Probationary Traveller	2	5	0

3.—Clause 8—Special Allowances.

Delete the symbol and figure £1 where they appear and insert in lieu thereof £1 10s. 0d.

4.—Clause 10—Holidays and Annual Leave.

Add the following new subclause:—

- (i) For each four (4) week ends a country traveller is absent from his home in the course of his employer's business there shall be added one (1) day to his annual leave; provided that such additional leave shall not exceed one (1) week per annum.

5.—Clause 11—Locomotion.

Delete this clause and insert in lieu thereof the following:—

11.—Car Allowance.

- (a) Where an employee is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that provided for in the table set out hereunder. Provided that the rates contained therein shall be increased by one half penny per mile where an employee has not at any time received any form of financial assistance from his employer to purchase the motor vehicle used by him on official business. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowances not less favourable to the employee.
- (b) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- (c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of Hire for Use of Employee's Own Vehicle on Official Business.

On and After 1st July, 1958.

(a) South of 26° South Latitude—

Area	Mileage Travelled Each Year on Official Business					
	1-5,000 miles		5,001-10,000 miles		Over 10,000 miles	
	Over 12 h.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under
	Pence per mile	Pence per mile	Pence per mile	Pence per mile	Pence per mile	Pence per mile
Metropolitan	9.8	8.1	6.8	5.7	5.6	4.8
South-West Division	11.6	9.5	8.6	7.1	7.4	6.2
Other	12.5	10.2	9.5	7.8	8.3	6.9

(b) North of 26° South Latitude—

	1-5,000 miles	Over 5,000 miles
	Pence per mile	Pence per mile
Between 26° and 22° South Latitude	13.2	10.1
North of 22° South Latitude	15.9	12.6

For the purpose of this Schedule the letters "h.p." mean horse power calculated according to the formula of the Royal Automobile Club of W.A. (Incorporated).

6.—Add the following new clause:—

Clause 16.—Record.

The employer shall keep or cause to be kept, and entered up, a record containing the following particulars:—

- (a) The name and designation of each worker.
- (b) The class of work performed by him.
- (c) The wages (and allowances if any) paid to him.

Such record shall be open to inspection by an accredited representative of the Guild at any time during ordinary office hours and such representative may take extracts therefrom.

Dated at Perth this 11th day of June, 1958.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 206 of 1957.

Between The West Australian Fibrous Plasterers' Industrial Union of Workers, Applicant, and Perth Modelling Works Pty. Ltd., H. B. Brady Co. Pty. Ltd., and others, Respondents.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. J. M. Ince on behalf of the respondents, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 1 of 1956 be and the same is hereby amended in the following manner:—

- 1. Clause 2—Arrangement.—Delete headings "17.—Fares and Travelling Allowances" and "18.—Country Work" and insert in lieu "17.—Fares and Travelling Time" and "18.—Distant Work" respectively.
- 2. Clause 9—Contract of Service.—Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) Except in the case of an apprentice or a casual worker, one (1) day's notice on either side shall be necessary to terminate the contract of service. If such notice of termination is not given, one (1) day's wages shall be paid or forfeited. For the purposes of this subclause, notice shall be given at or before the usual starting time on any ordinary working day and shall be deemed to expire at the completion of that day's work.

- 3. Clause 13—Wages.—Delete classification (b) (iv) and insert in lieu thereof the following:—

	Margin Over Basic Wage per Week.	
	£	s. d.
(b) (iv) Bench hand	3	15 0
Tool allowance	1	6

4. Clause 17—Fares and Travelling Allowances.
—Delete this clause and insert in lieu thereof:—

17.—Fares and Travelling Time.

(a) For all workers required on any day to report directly to the job, the following allowance shall be paid to workers and apprentices to compensate for excess fares and travelling time from the worker's home to his place of work and return:—

- (i) On places of work within a radius of two (2) miles from the G.P.O., Perth—Nil.
- (ii) On places of work beyond a radius of two (2) miles and within a radius of twelve (12) miles from the G.P.O., Perth—4s.
- (iii) For each additional mile up to thirty (30) miles—4d. per mile.
- (iv) Subject to subclause (v), work performed at places beyond thirty (30) miles from the G.P.O., Perth, shall be deemed to be distant work unless the employer and the workers with the consent of the Union agree in any particular case that the travelling allowance for such work shall be paid under this clause in which case an additional allowance of sixpence (6d.) per mile shall be paid for each mile in excess of thirty (30) miles.
- (v) In respect to work carried out from an employer's depot situated more than thirty (30) miles from the G.P.O.,

Perth, the post office nearest to such depot shall be substituted as the centre for the purpose of this clause.

- (vi) Apprentices shall be paid three quarters ($\frac{3}{4}$) of the above rates.
- (vii) Where transport to and from the job is provided by the employer from and to his depot or such other place as is mutually agreed between the employer and worker, half the above rates shall be paid.
- (viii) When a conveyance is regularly provided by the employer to transport workers to and from work, such conveyance shall be provided with suitable seating accommodation and weatherproof covering.

(b) For travelling during working hours from and to the employer's place of business or from one job to another, a worker shall be paid by the employer at ordinary rates. The employer shall pay all fares in connection with such travelling.

5. Clause 18—Country Work.—Amend the heading of this clause to "Distant Work."

Schedule 1.—Delete the existing Schedule 1 and insert in lieu thereof the following:—

Schedule 1.

Whilst the system of manufacture continues substantially as at the date of this amendment, the following tallies shall apply:—

Plain $\frac{3}{8}$ in. Sheet Casting—Basic Tallies (in yards per day).

Column 1 Combination of Workmen	Column 2 Casting and hanging or cleaning floors	Column 3 Casting, hanging and cleaning floors	Column 4 Casting, cleaning floors, carting plaster and hanging (Welshpool Modelling Works)	Column 5 Casting, cleaning floors, carting plaster and hangings	Column 6 Casting only overhead gear
(a) Man and boy—					
First week of boy's experience	80	77	74	70	140
Second week of boy's experience	90	86	83	79	150
Third week of boy's experience	100	96	92	88	165
Fourth week of boy's experience	110	106	101	97	175
Thereafter	125	120	115	110	190
(b) Man and Adult—Trainee Caster—					
First week of trainee's experience	80	77	74	70	140
Second week of trainee's experience	95	91	87	83	157
Third week of trainee's experience	110	106	101	96	168
Thereafter until 40 per cent. proficient	125	120	115	110	182
40 per cent. and under 60 per cent. proficient	133	128	122	117	193
60 per cent. and under 80 per cent. proficient	141	135	130	124	204
80 per cent. proficient and over	150	144	138	132	215
(c) Two men	150	144	138	132	215
(d) Two men and one boy	190	182	175	167	270

(e) Where more men and/or boys are combined the tally shall be increased proportionately.
(f) Where overhead gear is used under Column 2, 3, 4 or 5, add 50 yards to tally for two men and 60 yards to tally for two men and one boy.

Mouldings (in gauges per day up to 12 feet).
(One man).

	Column 1	Column 2	Column 3
	Moulding, hanging or cleaning floors	Moulding, hanging and cleaning floors	Moulding, cleaning floors, carting plaster and hanging
Scotia 2 in. to 4 in. inclusive and Cornice up to 10 in. Mouldings over 10 in. shall count as 1 and $\frac{1}{3}$ gauge. Where mouldings other than scotia are made in double they shall count as two gauges.	27	25	22

Dated at Perth this 5th day of June, 1958.

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

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).)

Bowater Paper Company Pty. Limited.

BOWATER PAPER COMPANY PTY. LIMITED gives notice that the registered office of the company is situated at 162 Wellington Street, 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 16th day of June, 1958.

W. F. C. SPENCER,
Agent in Western Australia.

Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Adina Pty. Ltd.

NOTICE is hereby given that the registered office of Adina Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

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

(Pursuant to Section 99 (4).)

G. A. (Andy) Anderson Pty. Ltd.

NOTICE is hereby given that the registered office of G. A. (Andy) Anderson Pty. Ltd. was, on the 3th day of June, 1958, changed to and is now situated at 800 Hay Street, Perth, Western Australia.

Dated this 13th day of June, 1958.

H. C. GRIFFIN,
Secretary.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Alawoona Pty Ltd.

NOTICE is hereby given that the registered office of Alawoona Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

(No. 7 of 1958.)

In the matter of The West Australian Glass Manufacturers Limited, and in the matter of the Companies Act, 1943-1954, Section 18.

NOTICE is hereby given that a petition was, on the 18th day of June, 1958, presented to the Supreme Court of Western Australia by the abovenamed company to confirm an alteration of the said company's objects proposed to be effected by a special resolution of the company passed at an extraordinary general meeting of the said company held on the 26th day of May, 1958, and which resolution runs as follows:—

That for the purpose of enlarging the local area of the company's operations the company's Memorandum of Association be altered as follows:—

- (a) By striking out the words "in Western Australia" where they appear in paragraph (c) of clause 3 of the company's Memorandum of Association.
- (b) By deleting the words "Western Australia" and substituting the words "the globe" in paragraph (o) of clause 3 of the company's Memorandum of Association.

And notice is further given that the said petition is directed to be heard before the Supreme Court of Western Australia on Wednesday, the 23rd day of July, 1958, and any person interested in the said company whether as creditor, policy holder or otherwise desirous to oppose the making of an order for the confirmation of the said alteration under the above Act, should appear at the time of hearing by himself or his counsel for the purpose and a copy of the said petition will be furnished to any such person requiring the same by the company's solicitors, Messrs. Parker and Parker, of 21 Howard Street, Perth, on payment of the regulated charge for the same.

Dated the 2nd day of July, 1958.

PARKER & PARKER,
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Balyarta Pty. Ltd.

NOTICE is hereby given that the registered office of Balyarta Pty Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Binbi Pty. Ltd.

NOTICE is hereby given that the registered office of Binbi Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Boona Pty. Ltd.

NOTICE is hereby given that the registered office of Boona Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Bunning Bros. (Bunbury) Pty. Ltd.

NOTICE is hereby given that the registered office of the abovenamed company will be situated at 49-71 Charles Street, Perth, and will be open to the public between the hours of 10 a.m. and 12 noon, and 2 p.m. and 4 p.m., Mondays to Fridays (excluding public holidays).

Dated the 25th day of June, 1958.

FRANK DOWNING,
9 Barrack Street, Perth,
Solicitor for the Company.

Downing & Downing, 9 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Bunning Bros. (Fremantle) Pty. Ltd.

NOTICE is hereby given that the registered office of the abovenamed company will be situated at 49-71 Charles Street, Perth, and will be open to the public between the hours of 10 a.m. and 12 noon, and 2 p.m. and 4 p.m., Mondays to Fridays (excluding public holidays).

Dated the 25th day of June, 1958.

FRANK DOWNING,
9 Barrack Street, Perth,
Solicitor for the Company.

Downing & Downing, 9 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Notice Concerning Lost, Defaced or Destroyed Share Certificates.

(Pursuant to Section 414 (1).)

Cable (1956) Limited.

NOTICE is hereby given that share certificates Nod. 50217 and 66557, registered in the name of Emily M. Bennett, have been lost, defaced or destroyed, and it is the intention of the directors of the abovenamed company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Dated 25th June, 1958.

K. N. STRONACH,
Secretary.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Coonatta Pty. Ltd.

NOTICE is hereby given that the registered office of Coonatta Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Derimal Pty. Ltd.

NOTICE is hereby given that the registered office of Derimal Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office.
(Pursuant to Section 99 (4).)

Floormolds Pty. Ltd.

NOTICE is hereby given that the registered office of Floormolds Pty. Ltd. was, on the 5th day of May, 1958, changed to and is now situated at the corner of Selby Street and Scarborough Beach Road, Osborne Park, and that the days and hours during which such office is accessible to the public are as follows: From 10 a.m. to 4 p.m. on Monday to Friday (inclusive) of each week (public holidays excepted).

Dated this 16th day of June, 1958.

P. C. SULLIVAN,
Director.

Lavan & Walsh, 23 Barrack Street, Perth.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Ganan Pty. Ltd.

NOTICE is hereby given that the registered office of Ganan Pty. Ltd. is situated at Basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Goyarra Pty Ltd.

NOTICE is hereby given that the registered office of Goyarra Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

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.

Ivanhoe Lodge Pty. Ltd.

NOTICE is hereby given that the registered office of Ivanhoe Lodge Pty. Ltd. was, on the 26th day of June, 1958, changed to and is now situated at 8 Ord Street, Fremantle, and that the days and hours during which such office is accessible to the public are, as from the 26th day of June, 1958, as follows: From Monday to Friday inclusive (other than public holidays), between the hours of 9 a.m. and 5 p.m.

Dated this 26th day of June, 1958.

W. F. KELLY,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Kalyan Pty. Ltd.

NOTICE is hereby given that the registered office of Kalyan Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Kielpa Pty. Ltd.

NOTICE is hereby given that the registered office of Kielpa Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

H. C. Little & Co. Pty. Ltd.

1.—H. C. LITTLE & CO. PTY. LTD. hereby gives notice that, by a special resolution of the Company passed on the 27th day of May, 1958, the nominal share capital of the Company was increased by the addition thereto of the sum of £85,000 divided into 85,000 shares of £1 each beyond the registered capital of £15,000.

2.—The additional capital is divided as follows:—
Number of Shares: 85,000; Class of Shares: Ordinary; Nominal Amount of Each Share: £1.

3.—The conditions (e.g., voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are the same as the existing shares in the company.

Dated this 18th day of June, 1958.

R. LITTLE,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

Merilynga Pty. Ltd.

NOTICE is hereby given that the Registered Office of Merilynga Pty. Ltd. is situated at First Floor, 29 Barrack Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. daily (Saturdays, Sundays and public holidays excepted).

Dated the 16th day of June, 1958.

KEALL & McCALL,
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Morialta Pty. Ltd.

NOTICE is hereby given that the registered office of Morialta Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Nilma Pty. Ltd.

NOTICE is hereby given that the registered office of Nilma Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

COMPANIES ACT, 1943-1954.

Wigmores Machinery Pty. Ltd.

NOTICE is hereby given that the Registered Office of the abovenamed Company will be situated at 613 Wellington Street, Perth, and will be open to the public between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m., Mondays to Fridays (excluding public holidays).

Dated the 20th day of June, 1958.

FRANK DOWNING,
9 Barrack Street, Perth,
Solicitor for the Company.

Downing & Downing, 9 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Wigmores Tractors Pty. Ltd.

NOTICE is hereby given that the Registered Office of the abovenamed Company will be situated at 613 Wellington Street, Perth, and will be open to the public between the hours of 10 a.m. and 12 noon, and 2 p.m. and 4 p.m., Mondays to Fridays (excluding public holidays).

Dated the 20th day of June, 1958.

FRANK DOWNING,
9 Barrack Street, Perth,
Solicitor for the Company.

Downing & Downing, 9 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Wotan Pty. Ltd.

NOTICE is hereby given that the registered office of Wotan Pty. Ltd. is situated at basement, North British Building, 192 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday of each week, 10 o'clock a.m. to 4 o'clock p.m., Saturday of each week, 10 o'clock a.m. to 12 o'clock noon (public holidays excepted).

Dated this 11th day of June, 1958.

J. E. CONNELL,
Director.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Blakiston
(Kellerberrin) 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 Blakiston (Kellerberrin) Pty. Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Bunning Bros.
(Bunbury) 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 Bunning Bros. (Bunbury) Pty. Ltd.

Dated this 25th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Bunning Bros.
(Fremantle) 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 Bunning Bros. (Fremantle) Pty. Ltd.

Dated this 25th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Coastal Estates
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 Coastal Estates Pty. Ltd.

Dated this 25th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Delta Builders
& Agencies 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 Delta Builders & Agencies Pty. Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Denmark Hotel
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 Denmark Hotel Pty. Ltd.

Dated this 24th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954, and in the matter of Elray 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 Elray Pty. Ltd.

Dated this 24th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Halsted 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 Halsted Pty Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Land Holdings 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 Land Holdings Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Mayfair Motors 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 Mayfair Motors Pty. Ltd.

Dated this 24th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of National Tyre Service (Merredin) 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 National Tyre Service (Merredin) Pty. Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Norseman Meat Coy. Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Norseman Meat Coy. Pty. Ltd.

Dated this 24th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

(5)—15926

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of the Stradivarius Company of Australia 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 The Stradivarius Company of Australia Pty. Ltd.

Dated this 25th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Wigmores Machinery 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 Wigmores Machinery Pty. Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Wigmores Tractors 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 Wigmores Tractors Pty. Ltd.

Dated this 20th day of June, 1958.

T. MACFARLANE,
Deputy Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the partnership heretofore subsisting between Jan Meuzelaar and Cornelus Petrus van der Burg, formerly carrying on business as Market Gardeners at South Coast Road, Albany, under their joint names, was dissolved by mutual consent on the 30th day of June, 1958. All moneys owing to the said partnership are to be paid to the said Cornelus Petrus van der Burg, whose receipt therefor shall be a sufficient discharge on behalf of the partnership and all accounts for any moneys owing by such partnership are to be rendered forthwith to Blair Lively & Co., of Devonshire Buildings, Albany.

Dated this 1st day of July, 1958.

J. MEUZELAAR.
C. P. v. d. BURG.

Severally signed by the said
Jan Meuzelaar and the
said Cornelus Petrus van
der Burg, in the presence
of—

A. MACKAY,
Solicitor, Albany.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the estate of William Byas, late of Hicks Street, Gosnells, in the State of Western Australia, Merchant, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administrator, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 5th day

of August, 1958, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 27th day of June, 1958.

DWYER & THOMAS,
of 49 William Street, Perth,
Solicitors for the Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Isabella Hearn, late of 8 Bruce Street, North Fremantle, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 5th day of August, 1958, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 27th day of June, 1958.

P. S. DURSTON,
of 105 St. George's Terrace, Perth,
Solicitor to the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Alexander Johnson, late of "Glendalough," Leederville, in the State of Western Australia, Retired Painter, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, care of the undersigned, on or before the 5th day of August, 1958, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated the 27th day of June, 1958.

DWYER, DURACK AND DUNPHY,
33 Barrack Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 4th day of August, 1958, 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 2nd day of July, 1958.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
S.G.I.O. Building, Perth.

Name; Occupation; Address; Date of Death.

Coles, Margaret Racheal Faith; Married Woman;
late of 125 Stuart Street, Inglewood; 18/6/58.

Graham, Thomas; Retired Waterside Worker;
formerly of 75 Marmion Street, East Fremantle,
but late of Nedlands; 23/5/58.

Hogan, Edward James; Retired Cook; late of 28
East Street, Maylands; 26/10/57.

Johnson, Olive Mary; Widow; late of 187 Bishops-
gate Street, Carlisle; 31/10/57.

McDonald, Charles; Retired Railway Employee;
formerly of care of Fire Station, Geraldton,
but late of 141 Shakespeare Street, Mount
Hawthorn; 4/5/58.

Owen, George Thomas; Retired Bank Employee;
late of corner of Queen Street and Eudoria
Street, Gosnells; 3/5/58.

Robeson, George; Retired Painter; late of William
Street, Wattle Grove (formerly East Canning-
ton); 17/4/58.

Royle, May Ruby; Married Woman; late of 7 Mel-
ville Parade, South Perth; 4/5/58.

Strange, Ernest; formerly Labourer but late Fitter
and Turner; late of Boddington; 18/3/58.

Waghorn, Eva Ellen; Widow; late of 10 Kelsall
Crescent, Manning; 2/6/58.

Gibbs, Athelstan Auby; Retired Civil Servant; late
of 32 St. Leonards Street, Mosman Park;
1/5/58.

Haselhurst, Reginald Maldon; Retired Draper and
Salesman; formerly of 677 Albany Highway,
Victoria Park, but late of 429 Cambridge Street,
Floreat Park; 1/6/58.

Brindal, Henry Raymond Eugene; Retired Western
Australian Government Railways Employee;
late of 821 Canning Highway, Applecross;
20/4/58.

Combe, James Arthur; Retired; late of Nedlands;
6/10/57.

Horn, Anton Leopold; Retired Miner; late of Ned-
lands; 24/3/58.

Marriott, William; Retired; late of Nedlands;
17/1/58.

Pease, Robert Stewart; Retired Prospector; late of
Nedlands; 2/1/58.

Shaw, Robert; Retired Wicker Worker; late of 14
Sunbury Road, Victoria Park; 19/5/58.

Weedon, John; Retired Labourer; late of Nedlands;
21/2/58.

Carthew, Catherine; Widow; late of Sanford Road,
Albany; 1/10/55.

Collie, Norman Leslie; Retired; late of Boulder
Road, Kalgoorlie; 26/5/58.

Musso, Giuseppe (also known as Guiseppe Musso);
Invalid Pensioner; late of Crossland Street,
Esperance; 1/4/58.

SPECIAL NOTICE.

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer BEFORE TEN O'CLOCK a.m. on THURSDAY, or the day preceding the day of publication, and are charged at the following rates:—

For the first eight lines, 15s.

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To estimate the cost of an advertisement, count nine words to a line; heading, signature and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done, no responsibility will be accepted by this office for any error in the initials or names as printed.

All communications should be addressed to "The Government Printer, Perth."

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Administration Act (Consolidated)	0	4	0	Licensing Act and Amendments	0	4	6
Adoption of Children Act	0	1	6	Limitation Act	0	2	0
Associations Incorporation Act and Regulations	0	2	0	Limited Partnerships Act	0	1	0
Auctioneers Act	0	1	6	Marine Stores Dealers Act	0	1	6
Bills of Sale Act	0	3	0	Marriage Act	0	3	0
Brands Act	0	2	0	Married Women's Property Act (Consolidated)	0	1	0
Bush Fires Act (Consolidated)	0	4	0	Married Women's Protection Act (Consolidated)	0	1	0
Carriers Act	0	0	6	Medical Practitioners Act	0	2	0
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Companies Act	0	10	0	Milk Act	0	3	0
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Dairy Products Marketing Regulation Act	0	2	0	Mine Workers' Relief Fund Act and Regulations	0	3	6
Declarations and Attestations Act	0	0	6	Mining Act	0	5	0
Dentists Act	0	3	0	Money Lenders Act (Consolidated)	0	2	0
Dog Act (Consolidated)	0	1	6	Municipal Corporations Act (Consolidated)	0	5	0
Dried Fruits Act	0	2	0	Native Administration Act	0	3	0
Droving Act	0	1	6	Partnership Act	0	1	6
Egg Marketing Act	0	1	6	Pawnbrokers Act (Consolidated)	0	1	6
Electricity Act	0	3	0	Pearling Act (Consolidated)	0	3	0
Electoral Act (Consolidated)	0	4	0	Petroleum Act	0	3	6
Evidence Act (Consolidated)	0	4	0	Pharmacy and Poisons Act	0	3	6
Factories and Shops Act (Consolidated)	0	4	0	Prevention of Cruelty to Animals Act	0	2	0
Factories and Shops Act Regulations	0	1	0	Plant Diseases Act	0	2	0
Factories and Shops Time and Wages Books—				Public Service Act (Consolidated)	0	3	6
Large	0	7	6	Public Works Act and Amendment	0	3	6
Small	0	5	0	Purchasers' Protection Act	0	1	0
Feeding Stuffs Act	0	1	0	Road Districts Act (Consolidated)	0	5	0
Fertilisers Act	0	1	6	Sale of Goods Act	0	2	0
Fire Brigades Act	0	3	0	Second-hand Dealers Act	0	1	0
Firearms and Guns Act (Consolidated)	0	1	6	Seeds Act	0	1	6
Fisheries Act (Consolidated)	0	3	0	Stamp Act (Consolidated)	0	3	6
Forests Act	0	2	0	State Housing Act	0	3	6
Fremantle Harbour Trust Act (Consolidated)	0	3	0	State Transport Co-ordination Act	0	3	0
Friendly Societies Act and Amendments	0	3	0	State Trading Concerns Act	0	2	0
Gold Buyers Act and Regulations	0	2	0	Superannuation and Family Benefits Act	0	3	6
Hawkers and Pedlars Act and Amendment	0	0	6	Supreme Court Act	0	4	0
Health Act (Consolidated)	0	7	0	Timber Industry Regulation Act and Regulations	0	3	6
Hire Purchase Agreement Act (Consolidated)	0	1	0	Town Planning and Development Act	0	2	6
Illicit Sale of Liquor Act	0	1	0	Traffic Act (Consolidated)	0	4	0
Industrial Arbitration Act (Consolidated)	0	12	6	Treach, Fencing and Impounding Act and Amendment	0	3	0
Inebriates Act	0	1	0	Truck Act and Amendment	0	1	6
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Inspection of Machinery Act with Regulations	0	4	0	Unclaimed Moneys Act	0	1	0
Inspection of Scaffolding Act (Consolidated)	0	1	6	Vermin Act (Consolidated)	0	3	0
Interpretation Act	0	3	0	Veterinary Act	0	2	0
Irrigation and Rights in Water Act	0	3	0	Water Boards Act	0	3	0
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GOVERNMENT GAZETTE.

NOTICE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The subscription to the *Government Gazette* is as follows:—£4 per annum, £2s. 5s. per half year, and £1 5s. per quarter, including postage. Single copies, current year, 2s.; previous years, up to ten years, 4s.; over ten years, 7s.; postage extra.

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THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual Subscription to the above is 25 shillings and the charge for a single copy, seven shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

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