



Government Gazette

OF

WESTERN AUSTRALIA

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No. 49]

PERTH: FRIDAY, 17th JUNE

[1960

Native Welfare Act, 1904-1954.

Reserve for Natives.

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, Knight Commander of the Most
[L.S.] } Excellent Order of the British Empire, Com-
 } panion of the Most Honourable Order of the
 } Bath, Governor in and over the State of
 } Western Australia and its Dependencies in the
 } Commonwealth of Australia.

WHEREAS by section 11 of the Native Welfare Act, 1904-1954, it is provided that the Governor is empowered, by Proclamation, to declare any Crown lands to be a Reserve for Natives; and whereas it is deemed desirable that a Reserve for Natives should be declared at Goomalling: Now, therefore I, the said Governor, with the advice of the Executive Council, do hereby declare all that portion of land, containing approximately nine acres, known as Goomalling Lot 198, to be a Reserve for Natives (reserve No. 13382).

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of June, 1960.

By His Excellency's Command,

C. C. PERKINS,
Minister for Native Welfare.

GOD SAVE THE QUEEN ! ! !

for the full amount of the liability to pay compensation under the Act to all workers employed by him, but that if an employer proves to the satisfaction of the Minister that such employer has established a fund for insurance against such liability and has deposited at the Treasury securities charged with all payments to become due under such liability, the Governor may, by Order in Council, exempt such employer from the operation of such section; and whereas Whittakers Building Supply Company, of Hay Street, Subiaco, being an employer within the meaning of the said Act and as such subject to the provisions of section 13 thereof and having duly in accordance with the Act and the regulations made thereunder, made application for exemption from the operation of the said section 13, has satisfied the Minister that it has established a fund for insurance against its liability to pay compensation under the Act to all workers employed by it, and has deposited at the Treasury a security, to wit, a bond for £10,000, charged with all payments to become due under its liability aforesaid: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by section 13 of the Act, doth hereby exempt Whittakers Building Supply Company from the operation of section 13 of the Workers' Compensation Act, 1912-1959, for a period terminating on the 11th day of March, 1962.

R. H. DOIG,
Clerk of the Council.

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, on the 2nd day of June, 1960, the following Order in Council was authorised to be issued:—

Workers' Compensation Act, 1912-1959.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 13 of the Workers' Compensation Act, 1912-1959, *inter alia*, that it shall be obligatory for every employer to obtain from an incorporated insurance office approved by the Minister a policy of insurance

Premier's Department,
Perth, 14th June, 1960.

IT is hereby notified for public information that His Excellency the Governor has approved of the following temporary allocation of portfolios during the absence from the State of the Honourable Charles Collier Perkins, M.L.A.:—

The Honourable Charles Walter Michael Court, O.B.E., M.L.A., to be Acting Minister for Transport, Police, Labour and Native Welfare.

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

JUSTICE OF THE PEACE.

Premier's Department,
Perth, 15th June, 1960.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to approve of the appointment of Frank James McMullen, of 1 Hovea Crescent, Wundowie, as a Justice of the Peace for Western Australia.

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

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth:
I, GERALD WILLIAM GILLETT, of 32 Williams Road, Mt. Yokine, Accountant-Real Estate Representative, having attained the age of 21 years, hereby apply on behalf of G. W. & M. Gillett, trading as Geo. Robinson & Co., a firm of which I am a member, for a license to carry on the business of a land agent under the Land Agents Act, 1921.

The principal place of business will be at Occidental House, 49 St. George's Terrace, Perth.

Dated the 10th day of June, 1960.

G. GILLETT,
for Gerald William and Mary Gillett.

Appointment of Hearing.

I hereby appoint the 21st day of July, 1960, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 14th day of June, 1960.

J. E. SMYTH,
Clerk of Petty Sessions.

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

Public Service Commissioner's Office,
Perth, 15th June, 1960.

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

Ex. Co. 1013, P.S.C. 417/60—D. J. Grose, Relieving Mining Registrar, Outstations, Mines Department, to be Mining Registrar, C-II-4/5, Outstations, Marble Bar, Mines Department, as from 2nd June, 1960.

Ex. Co. 1013, P.S.C. 418/60—C. Molinari, Clerk, Roads and Reserves, Lands and Surveys Department, to be Clerk, C-II-1, Applications, Inspection and Immigration, Lands and Surveys Department, as from 2nd June, 1960.

Ex. Co. 1015, P.S.C. 436/60—F. H. Bray, Staff Surveyor, Grade 1, Surveys Section, Surveyor General's Division, Lands and Surveys Department, to be Inspecting Surveyor, P-II-11, Survey Examination Branch, Surveyor General's Division, Lands and Surveys Department, as from 2nd June, 1960.

Ex. Co. 1015, P.S.C. 514/59—D. I. Glendinning, Senior Draftsman, Air Survey and Photogrammetric Section, Surveyor General's Division, Lands and Surveys Department, to be Senior Photogrammetrist, P-II-8/9, Air Survey and Photogrammetric Section, Surveyor General's Division, Lands and Surveys Department, as from 2nd June, 1960.

Ex. Co. 1015, P.S.C. 606/59—G. D. Lewis, Valuer, Valuations Section, Metropolitan Water Supply Department, to be Valuer, C-II-3/4, Land Resumption Office, Public Works Department, as from 2nd June, 1960.

Ex. Co. 966, P.S.C. 452/60—J. M. Stapleton, Accountant, Accounting Division, Public Works Department, to be Administrative Officer, A-I-2, Architectural Division, Public Works Department, as from 2nd June, 1960.

Ex. Co. 1015, P.S.C. 676/59—J. A. Taylor, Clerk, Maintenance Section, Architectural Branch, State Housing Commission, to be Senior Clerk, C-II-3, Maintenance Section, Architectural Branch, State Housing Commission, as from 2nd June, 1960.

And has accepted the following resignations:—

Ex. Co. 1013—L. J. Parncutt, Accounting Machinist, Accounts Branch, State Housing Commission, as from 27th May, 1960.

Ex. Co. 1013—M. C. Kerley, Assistant, Motor Drivers' License Section, Traffic Branch, Police Department, as from 20th May, 1960.

Ex. Co. 1013—A. W. Wright, Clerk, State Housing Accounts, Accounts Branch, State Housing Commission, as from 21st April, 1960.

Ex. Co. 1015—T. W. Grant, Clerk, Lands and Surveys Department, as from 8th February, 1960.

Ex. Co. 1015—B. J. Utley, Typist (Minister), Department of Agriculture, as from 20th May, 1960.

Ex. Co. 1015—A. A. Toniolo, Clerk-Typist, Correspondence Branch, Forests Department, as from 13th May, 1960.

Ex. Co. 1013—S. M. Longwill, Draftsman, Drafting Branch, Land Titles Office, Crown Law Department, as from 29th April, 1960.

And has created the following positions under section 32 of the Public Service Act, 1904-1956:—

Ex. Co. 1013—Laboratory Assistant, G-X, Plant Pathology Branch, Department of Agriculture.

Ex. Co. 1015—Typist, C-V, Typing—General Section, Chief Secretary's Department.

Ex. Co. 1015—Clerk-Typist, C-V, District Offices Section, Department of Agriculture.

Ex. Co. 1015—Assistant, G-IX, Artificial Breeding Centre, Wokalup, Department of Agriculture.

Ex. Co. 1015—Assistant, G-IX, Wokalup Research Station, Department of Agriculture.

Ex. Co. 1015—Drafting Assistant, G-XI, Sewerage Section, Drawing Office, Engineering Division, Metropolitan Water Supply Department.

Ex. Co. 1015—Drafting Assistant, G-XI, Drainage—Preliminary Designs Section, Drawing Office, Engineering Division, Metropolitan Water Supply Department.

Ex. Co. 1015—Drafting Assistant, G-XI, Sewerage Section, Drawing Office, Engineering Division, Metropolitan Water Supply Department.

And has abolished the following positions:—

Ex. Co. 1015—Items 1632/59 and 1633/59, Clerk, C-IV, Arrears Sections, Accounts Branch, State Housing Commission.

Ex. Co. 1013.

HIS Excellency the Governor in Executive Council, in accordance with the provisions of section 10 of the Public Service Act, 1904-1956, has approved of the transfer of R. A. Reeves, Clerk of Courts, Manjimup, C-II-3/4, Crown Law Department, to the list of officers attached pending allocation to an appropriate item, and at his own request repressed him in classification to Clerk, C-II-2, with effect on and from the 16th May, 1960.

AMENDMENT TO TITLE AND CLASSIFICATION.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given that the title and classification of item 4316/59, occupied by D. J. Collins, Professional Section, Town Planning Department, have been amended from Planning Officer, Grade 1, P-II-8/9, to Senior Planning Officer, P-II-10/11, with effect from the 1st June, 1960.

R. J. BOND,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Crown Law	Clerk (Salaries), Accounts Branch (Item 1862/59)	C-II-3	Margin £569-£623	1960 17th June
Do.	Clerk, Midland Junction Court Offices (Item 2012/59)	C-II-1/2	Margin £407-£515	do.
Mines	Relieving Mining Registrar, Kalgoorlie (Item 3607/59)	C-II-3/4	Margin £569-£731	do.
Agriculture	Agricultural Adviser, Animal Husbandry, Kimberley Division, North-West Branch (a) (d)	P-II-3/7 or P-II-8/9	Margin £569-£1109 Margin £1163-£1325	do.
Do.	Agricultural Adviser, Grade 3 (two positions), Kimberley Pastoral Area, North-West Branch (a) (i)	P-II-3/7	Margin £569-£1109	do.
Do.	Agricultural Adviser (Agronomy), Kimberley Division, North-West Branch (a) (i)	P-II-3/7	Margin £569-£1109	do.
Premier's	Private Secretary (Ministers, Legislative Council), Ministerial Staff (Item 15/59)	C-II-6	Margin £893-£947	do.
Lands and Surveys	Clerk, Records Section (Item 2563/59)	C-II-1	Margin £407-£443	24th June
Public Works	Costs and Wages Inspector, Cost Section, Accounting Division (new item) (j)	C-II-3	Margin £569-£623	do.
Do.	Accountant, Accounting Division (Item 495/59) (b)	A-I-1	Margin £1599-£1657	do.
Crown Law	Examining Clerk and Clerk Assistant, Receiving Room, Land Titles Office (Item 2131/59)	C-II-6	Margin £893-£947	do.
Do.	Clerk-in-Charge and Assistant Registrar, Strong Room, Land Titles Office (Item 2146/59)	C-II-7	Margin £1001-£1109	do.
Public Works	Senior Engineer, Goldfields Water Supply and Comprehensive Water Supply Branch, Engineering Division (new item)	P-I-3	Margin £1831-£1889	1st July
State Housing Commission....	Sub-Accountant, Accounts Branch (Item 1566/59) (b)	C-II-8	Margin £1163-£1217	do.
Lands and Surveys	Clerk (Lands and Surveys), Accounts Branch (Item 2651/59)	C-II-2	Margin £479-£515	do.
Town Planning	Senior Planning Officer (new item) (a)	P-II-10/11	Margin £1379-£1541	15th July
Do.	Planning Officers (3 positions) (Items 4318 to 4320/59) (a) (c)	P-II-4/7 or P-II-8/9	Margin £677-£1109 Margin £1163-£1325	do.

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

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

(c) Degree or qualification in town planning, architecture, engineering, surveying, geography or economics. Applicants for appointment on the higher range required to have at least 3 years' experience in town and regional planning.

(d) Degree in Agricultural Science, Veterinary Science or approved equivalent. Experience in stock husbandry an advantage, but not essential. Classification dependent on qualifications and experience.

(i) Degree in Agricultural Science or approved equivalent.

(j) Appointee will be stationed at Derby.

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.

17th June, 1960.

R. J. BOND,
Public Service Commissioner.

Crown Law Department,
Perth, 15th June, 1960.

THE Hon. Attorney General, pursuant to section 13 (3) of the Local Courts Act, 1904-1958, has appointed Ernest James Blake as substitute to discharge the duties of Clerk of the Local Court at Cue during the absence on leave of A. N. Deas, as from 3rd June, 1960.

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

Walter John Graham, Wannamal.
Constantinos Pilkadaris, Kalgoorlie.
Arthur Purton, Bellevue.
Vernon Francis Roach, Como.
James Michael Wall, Bellevue.
Barton MacKellar Warden, Claremont.

R. C. GREEN,
Under Secretary for Law.

ELECTORAL ACT, 1907-1959.

Electoral Department,
Perth, 13th June, 1960.

THE Hon. Attorney General, pursuant to section 7 of the Electoral Act, 1907-1959, and the authority delegated to him by the Governor thereunder, has approved of the undermentioned appointments:—

Kevin William Sheedy, as substitute to discharge the duties of Electoral Registrar for the Avon Valley Electoral District during the absence of Mr. C. F. Roberts on annual leave, as from the 4th July, 1960.

Ernest James Blake, as substitute to discharge the duties of Electoral Registrar for the Murchison District (Sub District Cue) during the absence of Mr. A. N. Deas on leave, from the 3rd June, 1960, to the 23rd June, 1960.

G. F. MATHEA,
Chief Electoral Officer.

LUNACY ACT, 1903-1950.

Election of Elective Member of the Lunacy
Department Appeal Board.

UNDER the provisions of the Lunacy Act, 1903-1950, and the regulations thereunder, applications were called for the position of Elective Member of the Lunacy Appeal Board and at the close of the nominations on Monday, 30th May, 1960, the nomination of Mr. Stanley Gordon Gray was the only one received.

The nomination was in order and under the provisions of regulation (7) of the Lunacy Act Appeal Board Regulations, Stanley Gordon Gray was declared duly elected to hold office for a period of three years as from the 1st day of July, 1960.

J. DEVEREUX,
Under Secretary.

HOSPITALS ACT, 1927-1955.

Medical Department,
Perth, 2nd June, 1960.

P.H.D. 1337/49.

HIS Excellency the Governor in Council has been pleased to appoint Mr. A. Bloor and Mrs. D. Wild to be members of the Dwellingup District Hospital Board for the period ending 31st July, 1960, *vice* Mr. M. Anderson and Mrs. E. T. King, resigned.

J. DEVEREUX,
Under Secretary.

HOSPITALS ACT, 1927-1955.

Medical Department,
Perth, 2nd June, 1960.

M. 1421/47.

HIS Excellency the Governor in Council has cancelled the appointment of the following as Medical Officers, North-West Medical Service:—

Dr. M. B. Scott.
Dr. S. E. Slade.
Dr. F. W. Knowles.
Dr. J. C. Edwards.

And has appointed, under section 6, the following to be Medical Officers, North-West:—

Dr. W. J. Peasley.
Dr. T. O. R. Yates.
Dr. P. M. Connor.
Dr. C. W. Deal.

J. DEVEREUX,
Under Secretary.

HEALTH ACT, 1911-1959.

Medical Department,
Perth, 9th June, 1960.

P.H.D. 689/59.

THE appointment of Mr. Ralph Hogan-Esch as Health Inspector for the Beverley Road Board, as from the 2nd June, 1960, is hereby approved.

P.H.D. 791/59.

THE cancellation of the appointment of Mr. Vernon Noel Haley as Health Inspector for the Collie Coalfields Road Board as from the 28th June, 1960, is hereby notified.

The appointment of Mr. Johan Ladec as Health Inspector for the Collie Coalfields Road Board as from the 7th June, 1960, is hereby approved.

P.H.D. 125/56.

THE appointment of Mr. Robert G. Stewart as Health Inspector to the Geraldton-Greenough, Irwin, Chapman Valley, Northampton and Mullewa Road Boards is hereby approved.

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

HEALTH ACT, 1911-1959.

Department of Public Health,
Perth, 13th June, 1960.

P.H.D. 1413/23.

THE cancellation of the appointment of Dr. Alexandra M. A. Clark as Medical Officer of Health for the Lake Grace Road Board is hereby notified.

The appointment of Dr. William James Gourley as Medical Officer of Health for the Lake Grace Road Board is hereby approved.

P.H.D. 732/57.

THE cancellation of the appointment of Mr. Arthur Edward Wilson as Health Inspector for the Bridgetown Road Board is hereby notified.

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

POLICE ACT, 1892-1952.

(Sections 75 and 76.)

THE following unclaimed Stolen and Found Property will be sold by Public Auction at Central Police Station, Perth, on Tuesday, 5th July, 1960, at 10 a.m.

J. M. O'BRIEN,
Commissioner of Police.

STOLEN PROPERTY.

- 59/954—1 tin of piston rings, box of spark plugs, box of brake linings.
59/97—1 pair lady's blue jeans.
59/101—34 x 20 Turf cigarettes, 2 x 10 Craven A cigarettes.
59/104—Gent's cycle.
59/105—Gent's suit coat, 1 tin of talcum powder.
59/115—Holden fan belt, set of distributor points and condenser.
59/116—Gent's cycle.
59/133—1 towel.
59/134—Lady's cycle.
59/137—Boy's shirt.
59/140—1 pair gent's gloves, 6 boxes of matches, 6 small fishing lines, 1 x 10 Craven A cigarettes, 2 bottles soft drinks, 2 glass jars, 9 x 20 Craven A cigarettes, 7 x 10 Craven A cigarettes, 3 x 20 Capstan cigarettes, 5 x 10 Capstan cigarettes, 22 bars of chocolate.
59/143—Travelling clock.
59/153—Gent's cycle.
59/157—Rear vision mirror.
59/158—4 wheel trims and 4 hub caps (Hillman).
59/171—Gent's wristlet watch, fountain pen, cigarette lighter.
59/174—Gent's cycle.
59/175—Gent's shirt.
59/179—Gent's white metal pocket watch.
59/182—Gent's cycle.
59/190—Half petticoat.
59/193—Wrecking bar.
59/194—Steering wheel.
59/197—3 motor tyres (worn condition), 5.50 x 16.
59/199—Fishing reel, roll of elastoplast, 2 tins of fruit, 1 tin of curry.
59/220—2 car seat covers.
59/221—Rug and 2 pieces of material.
59/222—1 pair overalls.
59/233—Gent's grey shirt.
59/245—15 x 20 packets cigarettes, 4 x 10 packets cigarettes.
59/246—1 lb. tin of grease, 1 oil bottle.
59/247—Car aerial.
59/252—Shopping bag, brace and bit, 4 pairs pliers, wood chisel, 2 screwdrivers, 2 pairs sunglasses, 1 pair spectacles in case, flask of whisky, flask of brandy, 1 bottle vermouth, 6 drinking glasses, glass case, 1 knife, gent's cardigan, dust coat, car brush, cushion, set of car Venetian blinds.
59/262—Frock, 1 pair brassieres, 1 pair bathers.
59/267—Gladstone bag, 7 pairs sox, ball point pen.
59/268—4 cardigans, 10 gent's shirts, 2 shaving sets, 6 Tee shirts, 5 pairs underpants, 2 ties, sun hat, thermos flask, 1 pair gent's trousers, hand torch.
59/271—5 x 20 packets cigarettes.

- 59/272—Lady's wristlet watch.
 59/281—4 door closers, leather travelling bag, 27 educational books, brief case, ream of paper, tennis racquet, 3 hinges and screws, 2 boxes of crayons, 2 boxes of paints.
 59/292—15 x 20 cigarettes, 50 only cigarettes, 6 x 2 oz. tobacco, quantity of confectionery, 6 packets cigarette papers, tin of pepper, white metal pocket watch.
 59/293—2 tan leather suitcases.
 59/299—2 screwdrivers, hand torch, 2 key rings, toy pistol, ebony rule, 4 dusters, spring type folder.
 59/305—Coil of fuse, 2 spanners, 1 pair multi-grips, small grease gun, 1 pair pliers, bag needle.
 59/313—42 x 20 packets cigarettes, 4 x 2 oz. tobacco, 12 boxes of matches, 14 packets cigarette papers.
 59/338—Boy's cycle.
 59/340—H.M.V. portable radio (damaged), transistor radio.
 59/350—Gent's cycle.
 59/358—3 hand torches, 3 rolls of tickets, knife, small quantity of imitation jewellery.
 59/385—10 packets soup, 3 x 20 packets cigarettes, 3 x 2 oz. tobacco.
 59/387—1 pair secateurs.
 59/390—1 hand torch.
 59/396—27 x 2 oz. packets tobacco, 1 carton of cigarettes.
 59/400—6 combs, 1 tube of Lustre cream, 1 packet shampoo.
 59/420—2 shirts, 1 pair underpants, gent's singlet, 1 pair jeans.
 59/431—Ferris car radio and aerial (not working).
 59/432—1 bottle Clensel, 1 x 3 ft. steel tape.
 59/440—2 hand torches, screwdriver, 1 pair pliers, car jack.
 59/447—2 cycle generators, cycle headlamp.
 59/455—4 tins of fruit, 1 jar of marmite, 1 jar of fish paste, 1 tin of cream, 1 tin toffee, 2 packets biscuits, 3 cartons of chewing gum, 2 packets peanuts, 15 boxes of matches, quantity of confectionery, 27 x 20 packets cigarettes, 2 biscuit tins.
 59/476—Gent's cycle.
 59/477—Boy's cycle.
 59/481—2 pairs sunglasses, cigarette lighter, 1 pair pliers, 2 screwdrivers, set of magneto spanners, pocket knife, shifting spanner.
 59/486—Bamboo fishing rod, fibre glass fishing rod.
 59/487—Fishing reel.
 59/497—Cycle headlamp.
 60/107—Gent's yellow metal wrist watch, 3 gent's cycles, 3 purses, string bag, tobacco pouch, 8 drinking glasses, 12 bottles beer, child's tricycle, necklace, 400 x 19 tube.
 60/110—Gent's cycle, boy's cycle.
 60/112—3 gent's cycles.
 60/148—Lady's cycle, gent's cycle.
 60/154—2 gent's cycles.
 60/176—Gent's cycle frame.
 60/177—Gent's cycle.
 60/203—Gent's cycle.
 60/244—3 gent's cycles.
 60/245—Gent's cycle.
 60/255—2 gent's cycles.
 60/264—2 lady's cycles.
 60/323—Gent's cycle.
 60/325—Lady's cycle.
 60/333—2 gent's cycles, lady's cycle, boy's cycle.
 60/349—10 gent's cycles, cycle frame.
 60/350—Gent's cycle.
 60/351—15 x 20 packets cigarettes.
 60/353—Gent's cycle.
 60/352—Cycle head and tail lights.
 60/363—Case containing 4 drinking glasses, 3 golf balls.
 60/372—3 gent's cycles.
 60/373—Lady's cycle.
 60/374—Gent's cycle.
 60/390—Gent's cycle.
 60/402—1 x 2 oz. tobacco, part packet of cigarettes.
 60/408—Lady's cycle.
 60/413—Gent's cycle.
 60/417—Lady's cycle, front wheel of cycle.
 60/423—2 gent's cycles.

FOUND PROPERTY.

- 59/532—Gent's maroon cardigan.
 59/703—Patched canvas truck cover.
 59/705—Marching girl's compass.
 59/708—Child's coat.
 59/711—2 plug spanners, set of feeler gauges, screwdriver.
 59/715—Lady's handbag.
 59/717—Key ring.
 59/726—Holden hub cap.
 59/728—Bottle wine and bottle methylated spirits.
 59/727—Lady's umbrella.
 59/736—White metal brooch.
 59/738—Key ring and chain.
 59/740—Money purse.
 59/741—Money purse.
 59/742—Money purse.
 59/744—Money purse.
 59/745—Money purse.
 59/748—Money purse.
 59/751—Money purse.
 59/752—Handbag.
 59/753—Money purse.
 59/755—Money purse.
 59/756—Cosmetic bag.
 59/758—Handbag.
 59/759—Handbag.
 59/760—Money purse.
 59/763—Money purse.
 59/764—Money purse.
 59/765—Money purse.
 59/766—Sample bag.
 59/767—Money purse.
 59/768—Money purse.
 59/770—Money purse.
 59/771—Handbag.
 59/772—Handbag.
 59/773—Money purse.
 59/776—Money purse.
 59/778—Wallet.
 59/779—Handbag.
 59/780—Money purse.
 59/783—Shoulder bag.
 59/784—Money purse.
 59/788—Money purse.
 59/789—Handbag.
 59/790—Money purse.
 59/791—Money purse.
 59/792—Money purse.
 59/793—Money purse.
 59/794—Wallet, 6 money purses, 3 handbags, yellow metal locket, 6 umbrellas, 10 rain-coats, topper coat, 2 pairs spectacles, 1 pair gauntlets, shopping bag, lady's hat, marcasite dress ring, string bag, 6 plaster ornaments.
 59/796—Handbag, 2 purses, 1 pair spectacles.
 59/799—Gent's sports coat.
 59/801—Handbag and 1 pair spectacles.
 59/806—Gent's white metal wrist watch.
 59/807—Gent's yellow metal wrist watch.
 59/808—Gent's silk scarf.
 59/811—Money purse.
 59/812—Lady's yellow metal wrist watch.
 59/820—Fountain pen.
 59/823—Ball point pen and bracelet.
 59/833—1 pair leather gauntlets.
 59/836—Chevrolet hub cap.
 59/844—Wallet.
 59/848—Yellow metal brooch.
 59/857—Handbag.
 59/862—Yellow metal locket and chain.
 59/863—2 towels, 1 pair bathers, motor cycle cover sheet.
 59/866—Plastic holder containing screwdrivers.
 59/870—Heavy duty truck wheel (rusted condition).
 59/874—Spectacle case.
 59/876—Money purse.
 59/877—3 leather photo. satchels.
 59/879—Money purse.
 59/888—Yellow metal bracelet.
 59/890—Metal sign board.
 59/892—Money purse.
 59/898—Lady's white metal wrist watch.
 59/907—Shopping bag containing 2 belts, towel, dress, 2 jumpers and toy bear.
 59/910—Wallet.

- 59/913—Canvas roll containing 3 spanners and 2 tyre levers.
 59/923—Suitcase, containing lady's clothing.
 59/929—Money purse.
 59/934—Leather key holder.
 59/936—Lady's marcasite wrist watch.
 59/940—Money purse.
 59/946—Money purse.
 59/947—Gent's overcoat and screwdriver.
 59/949—Part of refrigerator door.
 59/952—Bottle wine and bottle beer.
 59/958—Pocket knife.
 59/968—Wallet.
 59/970—Old condition suitcase and lady's clothing.
 59/971—Imitation pearl necklace.
 59/974—Hand torch.
 59/980—Wheel trim.
 59/981—4 bottles scent, 2 handkerchiefs, small desk calendar.
 59/986—Gent's yellow metal dress ring.
 59/990—Handbag.
 59/994—Gladstone bag, white metal cigarette lighter, 1 pair gloves, plastic necklace, 1 only yellow metal ear ring.
 59/996—Cold chisel, 1 pair footprints, marking knife.
 59/997—Japanese sword.
 59/1000—Money purse.
 60/18—2 gent's suits, overcoat, jacket, 2 odd thongs, 15 ties, pullover, blazer, 2 dressing gowns, 2 sports coats, 1 pair thongs, tea towel, 1 pair sunglasses, 8 shirts and sundries.
 60/27—Holden hub cap.
 60/51—Wallet.
 60/78—Music book and handbag.
 60/110—Hydraulic jack.
 60/118—Lady's umbrella.
 60/119—Suitcase and double bed mattress and cover.
 60/131—Lady's uniform, 1 pair lady's gloves, yellow metal wedding ring, leather bound notebook, 1 pair spectacles in case.
 60/151—Money purse, shopping bag, hand torch.
 60/169—Lady's umbrella.
 60/179—Spirit measure, swimming flippers and snorkel, stroller.
 60/197—1 pair spectacles in case.
 60/204—Quantity of tan hide, car jack, gladstone bag, 2 cigarette cases, 2 bracelets, 3 cargo hooks, 3 pairs shoes, attache case containing assorted tools and cycle parts, handbag, 3 brooches, knife, attache case, 1 bottle wine, 1 pair ear rings, yellow metal locket, compact, 3 pairs spectacles, lady's hat, 1 packet Modess, 2 purses, 2 lengths of 1½ in. copper piping, hose connection, shopping bag, bucket and cleaning cloths, 1 chamois leather, earphone plug and cord from portable radio, 2 singlets, 3 pairs underpants, wallet, girl's top coat, shopping bag, 2 bottles beer.
 60/207—Lady's yellow metal wrist watch, carry-all bag, cycle lamp, towel, bottle opener and lunch box.
 60/209—Plastic key folder.
 60/218—Red reflector, white metal chain and cross, white metal tobacco tin, string of imitation pearls with marcasite clip, 1 only yellow metal cuff link, 1 bag cement, necklace, handbag, lady's white metal wrist watch, 1 x 10 cigarettes, 2 cardigans.
 60/219—Money purse.
 60/224—Set of 6 drinking glasses.
 60/225—Gent's white metal wrist watch (damaged).
 60/237—1 pair gent's trousers, pillow.
 60/240—Sheath knife and belt, gent's overcoat, hammer, 2 ring spanners, set spanner, shifting spanner, tool bar, 1 pair stirrups, 2 gent's shirts.
 60/242—Gent's white metal wrist watch, cycle pump, 1 pair thongs, 1 pair gent's shoes, gent's white metal wrist watch.
 60/244—600 x 16 spare wheel, complete; wallet, 13 in. wheel rim, money purse.
 60/259—Yellow metal dress ring.
 60/268—Gladstone bag, 6 bottles Pimms, 2 pairs spectacles, 3 pairs shoes, 1 pair sandals, bundle of lady's clothing and bathers, gent's raincoat, cardigan, 1 pair scuffs, 1 packet soap powder, 1 packet starch, 1 tin Paprika, 2 pullovers, folding pram frame, rug, string bag, 1 pair tin snips, purse, milk can, overnight bag.
 60/269—Child's pusher.
 60/275—Lady's yellow metal wrist watch.
 60/276—Handbag.
 60/285—1 x 44 gal. drum of dieseline, 1 pair spectacles, money purse, part bag of wool, 2 motor tubes.
 60/289—2 pairs spectacles, 1 pair thongs, necklace, money purse (2).
 60/291—Motor cycle tool kit, piece of canvas, 1 pair lady's shoes.
 60/297—Sekonic light meter.
 60/303—2 pairs spectacles, crank handle, cardigan, bag containing hats and bathers, 2 money purses, petrol cap, pram mattress, beach ball.
 60/309—1 pair ear rings, wooden fishing reel, with line; wooden step ladder, 600 x 16 tyre and rim, 15 wood bits in canvas holder, white metal cigarette lighter, wallet.
 60/321—Surf ski, compact, lady's yellow metal wrist watch, handbag, cosmetic bag.
 60/325—Lady's yellow metal wrist watch, marcasite ring, steel crank handle.
 B59/44—Clothing, purses, handbags, hats, sunglasses, tennis racquet, raincoats, etc.
 B59/45—Books, clothing, camera, umbrellas, sunglasses, wallets, etc.
 B59/46—Brooch, wrist watch, purses, umbrellas, clothing, 3 ft. rule, etc.
 B59/47—Clothing, purses, books, sunglasses, umbrellas, raincoats, boots, brooches, etc.
 B59/48—Clothing, boots, ornaments, gloves, purses, etc.
 B59/49—Purses, spectacles, clothing, umbrellas, shoes, gloves, fountain pen, sunglasses, etc.
 B59/50—Raincoats, umbrellas, clothing, etc.
 B59/51—Books, string bags, purses, clothing, gladstone bags, cases, etc.
 B59/52—Gloves, umbrellas, raincoats, hats, clothing, purses, etc.
 B59/53—Ear rings, tie-pins, spectacles, purses, bathers, raincoat, etc.
 B59/54—Umbrellas, clothing, thongs, books, shoes, gloves, spectacles, wallets, purses, pillows, brooches, etc.
 B59/55—Battery, clothing, umbrellas, gloves, wallets, purses, spectacles, tennis racquet, cases, etc.
 B59/56—Belts, scarves, raincoats, clothing, umbrella, handbag, spectacles, gloves, purses, etc.
 B59/57—Cigarette lighter, gloves, umbrellas, clothing, purses, wallets, etc.
 B59/58—Cricket bat, handbags, scarves, gloves, clothing, bags, etc.
 B60/1—Clothing, purses, cases, gloves, book, etc.
 B60/2—Hats, gloves, bags, sunglasses, spectacles, purses, racquet, etc.
 B60/3—Blanket, clothing, wood tray, pillows, books, gloves, bags, etc.
 B60/4—Spectacles, purses, brooch, sunglasses, clothing, etc.
 B60/5—Clothing, books, sunglasses, bags, brooch, shoes, purses, umbrellas, purses, gloves, etc.
 B60/6—Gloves, purses, clothing, fountain pen, brooches, umbrellas, etc.

Fisheries Department,
Perth, 17th May, 1960.

F.D. 136/60, Ex. Co. No. 929.

HIS Excellency the Governor in Executive Council has approved the appointment of Arthur Thomas Pearce as an Inspector of Fisheries under the Fisheries Act, 1905-1956.

A. J. FRASER,
Director.

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, 1933-1958, and its regulations:—

BUSSELTON.

13th July, 1960, at 3 p.m., at the Court House:—
Dunsborough, Town (A) (B), 90, 1r., £160; 93, 1r. £160.

COLLIE.

6th July, 1960, at 11 a.m., at the Court House:—
Darkan, Town (A) (B), 97, 1r., £45.

MORAWA.

7th July, 1960, at 3.30 p.m., at the Rural and Industries Bank:—
Morawa, Town (A) (B), 248, 36.5p., £55.

(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.

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

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 17th June, 1960.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1958, 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, 13th JULY, 1960

SCHEDULE I

Location	Area	Price per Acre	Plan	Corres. No.	Classification	Deposit Required
	a. r. p.	£ s. d.				£ s. d.
Knowsley A.A. Lot 93 (l) (i)	200 0 0	10 0	Knowsley A.A.	4934/23	....	1 18 5
Melbourne 3230 (d) (f) (g)	abt. 250 0 0	....	64/80 D. 3	2252/35	....	12 3 9
Sussex 1710 (h)	5 0 0	25 0 0	413C/40 E. 3	1147/23	....	2 15 0
		(Purchase price)				
Yilgarn 1421 (formerly portion of Boodarockin Townsite) (d) (f) (g) (j)	abt. 25 0 0	....	Boodarockin Townsite 54/80	5228/28	....	5 16 3
Wellington 3687 (h)	2 2 28	40 0 0	411D/40 C. 4	738/21	....	4 5 0
		(Purchase price)				

SCHEDULE II

District	Description	Plan	Corres. No.	Deposit Required
Ninghan (about 4 miles south-west of Bonnie Rock) (d) (e) (f) (g) (h)	All that portion of Crown land containing approximately 8,800 acres bounded on the northward by Road No. 9147; on the eastward by Locations 3939, 3101, 3103 and 3104; on the southward by Locations 3155, 3968 and 3154; and on the westward by Locations 3108, 3109, 3110 and the prolongation southward of the eastern boundary of Location 3110—including Locations 3102, 3767, 3960 and 4009 and the southern severance of Location 3099	67/80 A. B. 4	1788/36	£ s. d. 46 12 6

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

(b) Subject to payment for improvements.

(c) Subject to examination of survey.

(d) Subject to survey.

(e) Subject to provision of necessary roads.

(f) Subject to classification.

(g) Subject to pricing.

(h) Subject to the provisions of section 53 of the Land Act, 1933-1958.

(i) Subject to mining conditions.

(j) Available to adjoining holders only.

(k) Applications are limited to a maximum of 5,000 acres.

(l) Subject to cash payment for improvements.

F. C. SMITH,
Under Secretary for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 17th June, 1960.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1958, 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, 3rd AUGUST, 1960

Location	Area	Price per Acre	Plan	Corres. No.	Classification File	Deposit Required
	a. r. p.	£ s. d.				£ s. d.
Kent 1570	4,274 0 8	6 9	419/80 A. B. 2, 3	405/60	713	} 5 6 5
" 1571	4,314 3 20	6 9	" "	" "	" "	
" 1572	3,513 0 3	5 9	" "	" "	" "	
" 1573	3,561 1 0	7 0	" "	" "	" "	
" 1574	2,802 2 10	9 6	" "	" "	" "	
" 1575	3,172 3 20	9 3	" "	" "	" "	
" 1576	3,062 3 20	7 6	" "	" "	" "	
" 1577	3,164 3 25	6 6	" "	" "	" "	
" 1578	2,699 1 14	7 6	" "	" "	" "	
" 1579	3,163 2 35	7 0	" "	" "	" "	
" 1580	3,848 2 24	7 9	" "	" "	" "	
" 1581	3,034 0 11	7 0	" "	" "	" "	
" 1582	3,677 0 39	6 9	" "	" "	" "	
" 1612	4,042 3 21	7 3	" "	" "	" "	
" 1675	3,991 2 12	6 9	" "	" "	" "	
" 1596	3,238 3 36	5 6	420/80 A. B. C. 2, 3	" "	" "	
" 1597	abt. 3,360 0 0	6 6	" "	" "	" "	
" 1598	abt. 3,360 0 0	5 0	" "	" "	" "	
" 1678	3,556 3 36	6 0	" "	" "	" "	
" 1679	3,415 0 10	5 0	" "	" "	" "	
" 1680	3,599 2 1	4 9	" "	" "	" "	
" 1681	4,010 0 18	4 9	" "	" "	" "	
" 1682	abt. 3,200 0 0	5 0	" "	" "	" "	
" 1683	3,786 3 39	6 0	" "	" "	" "	
" 1684	3,608 2 5	5 3	" "	" "	" "	
" 1686	3,748 0 11	6 0	" "	" "	" "	
" 1687	3,375 0 35	6 6	" "	" "	" "	
" 1413	abt. 2,532 0 0	9 0	434/80 A. B. C. 2, 3, 4	" "	666	
" 1414	2,527 0 0	6 0	447/80 B. C. 1	" "	" "	
" 1462	3,122 3 35	8 6	" "	" "	668	
" 1463	abt. 3,940 0 0	9 6	" "	" "	" "	
" 1464	3,698 1 28	9 0	" "	" "	" "	
" 1482	3,405 0 9	8 6	" "	" "	" "	
" 1509	2,462 0 20	12 6	" "	" "	685, 668	
" 1510	2,417 3 16	12 0	" "	" "	685	
" 1511	abt. 2,880 0 0	10 0	" "	" "	" "	
" 1512	2,912 2 5	10 6	" "	" "	685, 688	
" 1518	2,213 2 38	8 6	" "	" "	685	
" 1522	2,646 3 7	10 0	" "	" "	" "	
" 1523	2,776 2 16	10 6	" "	" "	" "	

(a) Subject to examination of survey.

(b) Subject to the special conditions that:—

1. The maximum area allowed to be selected by any one person is limited to 2,500 acres or such excess as contained by survey.
2. The selector or his agent must take up residence within three years from the date of approval and make it his habitual residence for the following five years.
3. The selector shall, in each of the first four years, clear and cultivate 250 acres or 1/10th of the area, whichever is the lesser, of the land suitable for pasture. In the third year and each of the three years thereafter lay down in pasture the aforesaid 250 acres or 1/10th of the area. Such clearing, cultivation and pasture shall be properly maintained during the term of the lease.

F. C. SMITH,
Under Secretary for Lands.

FORFEITURE.

THE undermentioned lease has been cancelled under section 23 of the Land Act, 1933-1958, due to non-compliance with conditions.

F. C. SMITH,
Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan.
Garlett, H.; 39F/1; Tammin Lot 290; conditions;
2918/53; Townsite.

WITHDRAWAL.

Lands and Surveys Department,
Perth, 10th June, 1960.

Corres. No. 2189/53. (Plans 407/80, DE1 and
387/80, DE4.)

IT is hereby notified for general information that Roe Location 2203, situated about 23 miles north-east of Pingrup Townsite, is withdrawn from selection.

F. C. SMITH,
Under Secretary for Lands.

CANCELLATION.

L. and S. 1012/58.

THE Minister for Works hereby gives notice that the Notice of Intention to Resume portion of Caning Location 105 (Certificate of Title Volume 446, folio 103) appearing on page 1956 of the *Government Gazette* (No. 58) of the 24th July, 1959, is hereby cancelled.

Dated this 17th day of June, 1960.

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

LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1958.

WEDNESDAY, 13th JULY, 1960.

Eastern Division—Yilgarn District.

Corres. No. 5115/54. (Plans 67/80 and 24/300.)
IT is hereby notified for general information that all that land contained in former Pastoral Lease 395/1025 and comprising about 100,000 acres, will be available for leasing on Wednesday, 13th July, 1960, at an annual rental of 5s. per thousand acres and subject to payment for improvements.

Applications, accompanied by the required deposit, must reach the Lands and Surveys Department, Perth, not later than 3.30 p.m. on the above date.

Deposit: £13 10s.

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

Perth, 3rd June, 1960.

ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

WE, Stuart Duncan and Reginald Vernon Sewell, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Geraldton-Greenough Road Board to close the said portion of road, viz.:—

Geraldton-Greenough.

Corr. 1993/04.

G.408. That portion of road No. 2470 extending through Victoria Location 2155; from the western alignment of road No. 2517 to a line one chain eastward of and parallel to the eastern boundary of location 6847. (Plan 157C/40, D4.)

STUART DUNCAN,
R. V. SEWELL.

I, Edward Keith Doncon, on behalf of the Geraldton-Greenough Road Board, hereby assent to the above application to close the road therein described.

E. K. DONCON,
Chairman, Geraldton-Greenough Road Board.
9th June, 1960.

ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

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

Collie Coalfields.

Corr. 3104/24.

C569. (a) That portion of Pendleton Street abutting the western boundary of Collie Lot 322; from the southern alignment of Wittenoom Street to the northern alignment of Venn Street.

(b) That portion of Venn Street abutting the southern boundary of Collie Lot 322 and extending westwards; from the western alignment of Burt Street to the eastern boundary of lot 1448.

(Plan Collie Central.)

N. A. YOUNG,
for Minister for Lands.

I, Norman Salisbury Coote, on behalf of the Collie Coalfields Road Board, hereby assent to the above application to close the roads therein described.

N. S. COOTE,
Chairman, Collie Coalfields Road Board.
31st May, 1960.

ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

WE, James Thomas Johnson, James Loxley Moran and Adeline Blanche Moran, being the owners of land over or along which the portions of roads hereunder described pass, have applied to the Bayswater Road Board to close the said portions of roads, viz.:—

Bayswater.

Corr. 5705/50.

B. 610. (a) That portion of road No. 11279 (Thomas Street) abutting the south-western boundary of lot 316 of Swan Location V (L.T.O. Plan 2703); from the south-eastern alignment of road No. 3539 (Arundel Street) to the north-western alignment of road No. 1849 (Railway Parade).

(b) The truncations abutting the north-western and north-eastern corners of lot 1 of Swan Location W as shown on L.T.O. Diagram 17992.

(Plan Inglewood 92.)

JAMES T. JOHNSON,
J. L. MORAN,
A. B. MORAN.

I, Christian John Wotzko, on behalf of the Bayswater Road Board, hereby assent to the above application to close the roads therein described.

C. J. WOTZKO,
Chairman, Bayswater Road Board.
27th March, 1960.

ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

WE, May Agnes Elizabeth Brockman, Lawrence David Bridgeman and Beryl Eileen Bridgeman, being the owners of land over or along which the portions of roads hereunder described pass, have applied to the Northam Road Board to close the said portions of roads, viz.:—

Northam.

Corr. 904/59.

N366. The following roads within Bakers Hill Townsite:—

(a) The portion of Baker Street abutting the north-eastern boundaries of lots 266, 267, 268 and 244; from the southern alignment of Great Eastern Highway to the northern alignment of O'Driscoll Street.

- (b) The whole of Hansen Street abutting the south-eastern boundaries of lots 234 to 238 inclusive.
- (c) The portion of O'Driscoll Street abutting the south-eastern boundaries of lots 242, 243, 244 and 245; from the eastern alignment of Martin Street to the prolongation south-eastward of the north-eastern boundary of lot 245.

(Plan Bakers Hill Townsite.)

B. E. BRIDGEMAN,
L. D. BRIDGEMAN,
M. BROCKMAN.

I, Alan J. Antonio, on behalf of the Northam Road Board, hereby assent to the above application to close the roads therein described.

ALAN J. ANTONIO,
Chairman, Northam Road Board.

16th May, 1960.

ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

WE, Reginald Clarence Thomas Davies, Maxwell Joseph Boyle, Ross Drabble Watts, Elma McDougall and Lindsay Stewart McDougall, being the owners and occupiers of land over or along which the portions of roads hereunder described pass, have applied to the York Road Board to close the said portions of roads, viz.:—

York.

Corr. 8325/08.

Y112. (a) That portion of road No. 3979 along the eastern boundary of Avon Location 4743 and the eastern and northern boundaries of location 4744; from a surveyed road at the south-east corner of the former location to a surveyed road at the north-west corner of the latter location.

(b) The surveyed road along the south-western boundaries of locations 11007 and 20681, and along part of the south-western boundary of and through location 20928; from a surveyed road at the south corner of location 11007 to a surveyed road at the northernmost north-west corner of location 11007, excluding the intersecting portion of the surveyed road along the south-eastern boundary of location 20681.

(c) The surveyed road extending generally north-eastwards through location 13005; from the road described in paragraph (a) to the south-western side of the prolongation south-eastward of the surveyed road along the south-western boundary of location 9869.

(d) The surveyed road extending north-eastwards and north-westward through location 13005; from the surveyed road extending north-eastwards from the eastern corner of reserve 12434 to a line in prolongation north-eastwards of the south-eastern alignment of the road described in paragraph (c).

(Plan 2C40, D4.)

R. C. T. DAVIES,
M. J. BOYLE,
R. D. WATTS,
E. McDOUGALL,
L. S. McDOUGALL.

I, William Henry Robinson, on behalf of the York Road Board, hereby assent to the above application to close the roads therein described.

W. H. ROBINSON,
Chairman, York Road Board.

13th May, 1960.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

Municipality of Geraldton.

Town Planning Scheme Amendment and
Amplification.

853/3/2/3.

NOTICE is hereby given that the Geraldton Municipal Council on the 11th May, 1960, passed the following resolution:—

That the Geraldton Municipal Council in pursuance of section 7 of the Town Planning and Development Act, 1928-1959, amplify and amend the Geraldton Town Planning Scheme gazetted 5th January, 1940, in so far as it applies to commercial areas by excising from the residential area the whole of lot 19 of town lot sub 28, corner of Morris and Kempton Streets, Bluff Point, and including the said lot in the commercial area. Further, the said lot shall be restricted to use for flats only, and any buildings erected thereon shall be set back a minimum distance of 25 feet from each of the road boundary alignments of Morris and Kempton Streets.

Notice is hereby given that details of the amendments referred to in the resolution are open for inspection at the Council's Offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested, without payment of any fee, from 10 a.m. to 4 p.m. Mondays to Fridays (inclusive), excluding public holidays.

Any objection to the proposed amendments should be sent, in writing, to the Town Clerk, Geraldton Municipal Council, on or before the 3rd day of September, 1960.

C. J. RAYNOR,
Town Clerk/Engineer.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

Municipality of Geraldton.

Town Planning Scheme Amendment and
Amplification.

853/3/2/3.

NOTICE is hereby given that the Geraldton Municipal Council, on the 24th February, 1960, passed the following resolution:—

That the Geraldton Municipal Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1957, amplify and amend the Geraldton Town Planning Scheme gazetted 5th January, 1940, in so far as it applied to commercial areas by excising from the residential area the whole of lots 275 and 276, Fourth Street, Wonthella, and including these lots in the commercial area.

And notice is hereby given that details of the amendment referred to in the resolution are open for inspection at the Council's Offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested, without payment of any fees, from 10 a.m. to 4 p.m. on Mondays to Fridays (inclusive), excluding public holidays.

Any objections to the proposed amendments should be sent in writing to the Town Clerk, Geraldton Municipal Council, on or before the 3rd day of September, 1960.

C. J. RAYNOR,
Town Clerk/Engineer.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

Municipality of Geraldton.

Town Planning Scheme Amendment and
Amplification.

853/3/2/3.

NOTICE is hereby given that the Geraldton Municipal Council, on the 30th day of March, 1960, passed the following resolution:—

That the Geraldton Municipal Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1957, amplify and

amend the Geraldton Town Planning Scheme gazetted 5th January, 1940, in so far as it applies to commercial areas, by excising from the residential area the whole of lots 13 and 14 of town lot 869, corner of Durlacher and Shenton Streets, Geraldton, and including the said lots in the commercial area. Further, the said lots shall be restricted to use for flats only, and any buildings erected thereon shall be set back a minimum distance of 25 feet from each of the road boundary alignments of Durlacher Street and Shenton Street.

And notice is hereby given that details of the amendments referred to in the resolution are open for inspection at the Council's offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested, without payment of any fee, from 10 a.m. to 4 p.m., Mondays to Fridays (inclusive), excluding public holidays.

Any objections to the proposed amendments should be sent in writing to the Town Clerk, Geraldton Municipal Council, on or before the 3rd day of September, 1960.

C. J. RAYNOR,
Town Clerk/Engineer.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

Town Planning Scheme Amendment and
Amplification.

853/3/2/3.

NOTICE is hereby given that the Geraldton Municipal Council, on the 27th day of January, 1960, passed the following resolution:—

That the Geraldton Municipal Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1957, amplify and amend the Geraldton Town Planning Scheme gazetted 5th January, 1940, in so far as it applies to commercial areas, by excising from the residential area the whole of lot 786, North-West Coastal Highway, Geraldton, and including this lot in the commercial area, with the restriction that any buildings erected on this lot shall be set back a minimum of 25 feet from each of the building lines of North-West Coastal Highway and Hosken Street.

And notice is hereby given that details of the amendment referred to in the resolution are open for inspection at the Council's offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested, without payment of any fees, from 10 a.m. to 4 p.m. on Mondays to Fridays (inclusive), excluding public holidays.

Any objections to the proposed amendments should be sent in writing to the Town Clerk, Geraldton Municipal Council, on or before the 3rd day of September, 1960.

C. J. RAYNOR,
Town Clerk/Engineer.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

Town Planning Scheme Amendment and
Amplification.

853/3/2/3.

NOTICE is hereby given that the Geraldton Municipal Council on the 24th day of February, 1960, passed the following resolution:—

That the Geraldton Municipal Council in pursuance of section 7 of the Town Planning and Development Act, 1928-1959, amplify and amend the Geraldton Town Planning Scheme gazetted 5th January, 1940, in so far as it applies to commercial areas by excising from the commercial restricted area the whole of lot 8 of S134, Bayley Street, and including this lot in the commercial area, with the restriction

that any buildings erected on this lot shall be set back a minimum of 25 feet from the building lines of Wittenoom Street and eight feet from the building lines of Bayley Street.

And notice is hereby given that details of the amendment referred to in the resolution are open for inspection at the Council's Offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested, without payment of any fees, from 10 a.m. to 4 p.m. on Mondays to Fridays (inclusive), excluding public holidays.

Any objections to the proposed amendments should be sent in writing to the Town Clerk, Geraldton Municipal Council, on or before the 3rd day of September, 1960.

C. J. RAYNOR,
Town Clerk/Engineer.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1959.

City of Fremantle Town Planning Scheme.

T.P. 853/2/5/2, Part "A."

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1959, that the Hon. Minister for Town Planning on the 12th day of May, 1960, approved of the Fremantle Town Planning Scheme No. 1 Regulation and amendments being amended by the City of Fremantle Town Planning Scheme No. 3 Regulation which was duly advertised in the *Government Gazette* of the 4th, 11th and 18th December, 1959, and varied the City of Fremantle Town Planning Scheme No. 1 Regulation and amendments by rezoning Fremantle Town Lots 162-163-164, South Terrace, from Residential Purposes to Shopping Purposes.

J. E. LLOYD,
Chairman, Town Planning Board.

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.

Dangin School Quarters—Repairs and renovations and Septic Tank installation (14010); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and at Police Station, Quairading, on and after 7th June, 1960.

Hyden School—Repairs and renovations (14011); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Lake Grace, on and after 7th June, 1960.

Kondinin Hospital—New kitchen additions and Nurses' new quarters (14012); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Kondinin, on and after 7th June, 1960.

South Boulder School and Quarters—Repairs and renovations (14013); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 7th June, 1960.

Meekatharra Hospital—New Office (14009); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Mining Registrar's Office, Meekatharra and Mt. Magnet, on and after 31st May, 1960.

South Fremantle—16 Newmarket Street—Lot 51—Purchase and Removal of Improvements (14016); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1960.

King Edward Memorial Hospital—Additions, 1958—Supply, Delivery and Installation of Oil Fuel Tanks (14015); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1960.

Laverton Hospital—Alterations and Additions to Ward Block and Matron's Quarters (14017); 21st June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and at Police Station, Laverton, on and after 7th June, 1960.

Ord River Project—Kununurra Township (via Wyndham) Accommodation—Erection of: 22-Bed Hostel, Four Houses, Office Building, Power House, Dam Site Office Building, Ablution Block (14003); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton and Derby, on and after 24th May, 1960.

Carnarvon Hospital—Additions (13993); 28th June, 1960; conditions may be seen at the Contractors' Room, Public Works Department, Perth, Geraldton and Carnarvon, on and after 17th May, 1960.

Wembley Downs School—Additions, 1960 (14024); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 14th June, 1960.

University of Western Australia—Physics Building—Lift Installation (14023); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1960.

Subiaco—Premises, 614 Hay Street—Repairs (14022); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 14th June, 1960.

Jardee School—Repairs and Renovations (14021); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Courthouse, Manjimup, on and after 14th June, 1960.

East Hamilton Hill School—Additions, 1960 (14020); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 14th June, 1960.

Corrigin School Quarters—New W.C. and Septic Tank Installation (14019); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Corrigin, on and after 14th June, 1960.

Moora Old School Buildings—Purchase and Removal (14018); 28th June, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Moora, on and after 7th June, 1960.

Osborne Park—Erection of New Hospital (14014); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th June, 1960.

Arrino School—Purchase (14033); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 21st June, 1960.

Albany Harbour Master's Quarters—Supply, Delivery and Installation of Hot Water Service (14032); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 21st June, 1960.

Cadoux School—Additions 1960 (14027); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and at Police Station, Wongan Hills, on and after 21st June, 1960.

Cue School—Repairs and Renovations (14028); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Mining Registrar's Office at Cue, Mt. Magnet and Meekatharra, on and after 21st June, 1960.

Eneabba—New School and Quarters (14039); 5th July, 1960; conditions may be seen at the Contractors' Room, Perth and Geraldton, and at Police Station, Three Springs, on and after 21st June, 1960.

Melville Primary School—Additions 1960 (14029); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 21st June, 1960.

Mount Margaret Mission School—Repairs and Renovations (14030); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and at Mining Registrar's Office, Leonora, on and after 21st June, 1960.

Ord River Project—Kununurra Township (via Wyndham) — Accommodation — Refrigeration, Equipment and Bar Fittings, etc. (14036); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 21st June, 1960.

Ord River Project—Kununurra Township (via Wyndham)—Accommodation—Electrical Installation (14035); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 21st June, 1960.

Picton School and Quarters—Repairs and Renovations (14031); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, on and after 21st June, 1960.

Rosella Hospital, Geraldton—Additions to Toilet Block (14034); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 21st June, 1960.

Williams School and Quarters—Septic Tank Installation (14025); 5th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Williams Road Board Offices, on and after 14th June, 1960.

Donnybrook School and Quarters—Repairs and Renovations (14037); 12th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Police Station, Donnybrook, on and after 28th June, 1960.

Eastern Goldfields Technical School—Wilson Street Annexe—Repairs and Renovations (14038); 12th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 28th June, 1960.

Lake Grace Hospital—New Toilets (14040); 12th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Police Station, Lake Grace, on and after 28th June, 1960.

Tuart Hill Infants' School—Additions 1960 (14042); 12th July, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 28th June, 1960.

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.

J. McCONNELL,
Under Secretary for Works.

17th June, 1960.

THE RURAL AND INDUSTRIES BANK OF WESTERN AUSTRALIA.

(No. 14008.)

TENDERS are invited for alterations to the Carnamah Branch of the Rural and Industries Bank.

Tenders will be received up to 2.30 p.m. on Tuesday, 28th June, 1960, and should be addressed to "The Hon. Minister for Works, Perth, Western Australia" and marked "Tender for Carnamah R. & I. Bank."

Drawings and specifications may be seen at the Contract Office, Public Works Department, Perth and Geraldton, and at Rural and Industries Bank, Carnamah, on and after 31st May, 1960.

The lowest or any tender not necessarily accepted.

A. E. CLARE,
Principal Architect.

THE RURAL AND INDUSTRIES
BANK OF W.A.

New Head Office Building, Barrack Street, Perth.
(No. 14043.)

TENDERS are invited for the supply and installation of Bank counters and associated fittings.

Tenders will be received up to 2.30 p.m. on Tuesday, 19th July, 1960, and should be addressed to "The Hon. Minister for Works, Perth, Western Australia" and marked "Tender for R. & I. Bank Counters."

Drawings and specifications may be seen at the Contract Office, Public Works Department, Perth, on and after 5th July, 1960.

The lowest or any tender not necessarily accepted.

A. E. CLARE,
Principal Architect.

THE UNIVERSITY OF WESTERN AUSTRALIA.

Department of Chemistry.

(No. 14041.)

TENDERS are invited for the supply and installation of built-up fiat roof surfacing.

Tenders will be received up to 2.30 p.m. on Tuesday, 12th July, 1960, and should be addressed to "The Hon. Minister for Works, Perth, Western Australia" and marked "Tender for University Chemistry Flat Roofing."

Drawings and specifications may be seen at the Contract Office, Public Works Department, Perth, on and after 28th June, 1960.

The lowest or any tender not necessarily accepted.

J. McCONNELL,
Under Secretary for Works.

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

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Albert Russell	A. Russell	Portion of Glen Forrest Lots 158 and 159 (Certificate of Title Volume 1019, Folio 590)	a. r. p. 0 2 15 (approx.)
2	Albert Russell	A. Russell	Portion of Glen Forrest Lot 160 (Certificate of Title Volume 1057, Folio 749)	0 0 25 (approx.)
3	Edward Nelson Brown	E. N. Brown	Portion of Glen Forrest Lot 161 (Certificate of Title Volume 1044, Folio 682)	0 0 18 (approx.)
4	James Fenwick Wilson and Jean Chalmers Wilson	J. F. and J. C. Wilson	Portion of Glen Forrest Lot 163 (Certificate of Title Volume 1143, Folio 582)	0 2 18 (approx.)
5	Daphne Youle Sadlier	D. Y. Sadlier	Portion of Swan Location 2195 (Certificate of Title Volume 1205, Folio 50)	0 0 18 (approx.)
6	June Youle Mercer	J. Y. Mercer	Portion of Swan Location 2195 and being part of Lot 7 the subject of Diagram 21956 (Certificate of Title Volume 1205, Folio 49)	0 0 2 (approx.)
7	John Oswald Edward Shelton and Janet Isobel Shelton	J. O. E. and J. I. Shelton	Portion of Swan Location 2193 (Certificate of Title Volume 961, Folio 110)	0 1 14 (approx.)
8	James Burnet Atkinson	J. B. Atkinson	Portion of Swan Locations 1946 and 1997 (Certificate of Title Volume 1045, Folio 542)	1 1 9 (approx.)
9	George Frederick Smith and Sybil Ena Smith	T. B. Conlon	Portion of Swan Location 2021 (Certificate of Title Volume 989, Folio 199)	0 1 7 (approx.)
10	George Frederick Smith and Sybil Ena Smith	G. F. and S. E. Smith	Portion of Swan Location 2021 (Certificate of Title Volume 989, Folio 198)	0 0 32 (approx.)
11	William John Inchley	W. J. Inchley	Portion of Swan Location 2019 (Certificate of Title Volume 1031, Folio 974)	0 1 25 (approx.)
12	Ronald Charles Greenway and Evelyn Maude Greenway	R. C. and E. M. Greenway	Portion of Greenmount Lot 91 (Certificate of Title Volume 1111, Folio 694)	0 0 28 (approx.)
13	Ronald Charles Greenway and Evelyn Maude Greenway	R. C. and E. M. Greenway	Portion of Greenmount Lot 91 (Certificate of Title Volume 1105, Folio 358)	0 0 19 (approx.)
14	Claude George William Eayrs	C. G. W. Eayrs	Portion of Greenmount Lot 92 and being part of Lot 5 on Diagram 18750 (Certificate of Title Volume 1176, Folio 328)	0 0 25 (approx.)
15	Hilda Muriel Godfrey	H. M. Godfrey	Portion of Swan Location 2020 (Certificate of Title Volume 909, Folio 200)	0 0 19 (approx.)
16	Joshua Nobles and Hattie Hilda Nobles	J. and H. H. Nobles	Portion of Glen Forrest Lot 164 (Certificate of Title Volume 700, Folio 193)	0 0 14.7 (approx.)
17	Robert Patrick Sheehan....	R. P. Sheehan	Portion of Greenmount Lot 92 and being Lot 12 on Diagram 24253 (Certificate of Title Volume 1231, Folio 388)	0 0 24 (approx.)
18	John Sheehan and Eileen Giffhorn Sheehan	J. and E. G. Sheehan	Portion of Greenmount Lots 92 and 93 and being Lot 11 on Diagram 24253 (Certificate of Title Volume 1231, Folio 389)	0 0 35 (approx.)

Dated this 13th day of June, 1960.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 392/52

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume under section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Swan District for the purpose of the following public work, namely, deviating Perth-Yanchep-Lancelin Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2682, 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	Maitland Henry Chitty	M. H. Chitty	Portion of Swan Locations 2817 and 2818 (Certificate of Title Volume 1230, Folio 281)	a. r. p. 5 1 9 (approx.)
2	George Bevan Dunkley and Jean Helen Dunkley	G. B. Dunkley and J. H. Dunkley	Portion of Swan Location 1374 and being part of Lot M878 on Plan 3159 (Certificate of Title Volume 888, Folio 57)	8 3 21 (approx.)
3	George Bevan Dunkley and Jean Helen Dunkley	G. B. Dunkley and Jean Helen Dunkley	Portion of Swan Location 1374 and being part of Lot M799 on Plan 3109 (Certificate of Title Volume 871, Folio 32)	4 2 17 (approx.)
4	Ronald Maitland King, David Stanley King and Percy Owen King	R. M., D. S. and P. O. King	Portion of Swan Location 1374 and being part of Lot M1950 on Diagram 13119 (Certificate of Title Volume 1201, Folio 348)	25 0 25 (approx.)

Dated this 15th day of June, 1960.

F. PARRICK,
Secretary, Main Roads.

L. & S. 344/43

Public Works Act, 1902-1956 ; Road Districts Act, 1919-1959

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 compulsorily acquire, on behalf of the Capel Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Wellington District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 693, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Capel Road Board.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Helena Mary Agnes Reilly	G. and T. Reilly	Portion of Boyanup Agricultural Area Lot 130 (Permit 44/1959)	a. r. p. 5 0 2

Dated this 15th day of June, 1960.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 2178/03

Public Works Act, 1902-1956 ; Road Districts Act, 1919-1959

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 compulsorily acquire, on behalf of the Phillips River Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Oldfield District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 760, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Phillips River Road Board.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Clarence Charles Daw	C. C. Daw	Portion of Oldfield Location 319 (Conditional Purchase Lease 347/6586)	a. r. p. 2 2 37

Dated this 15th day of June, 1960.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 4154/26, V. 2

Public Works Act, 1902-1956 ; Road Districts Act, 1919-1959

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 compulsorily acquire, on behalf of the Plantagenet Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Plantagenet District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 784, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Plantagenet Road Board.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Clemens George McKenzie	C. G. McKenzie	Portion of Plantagenet Location 138 (Memorial Book 25, page 299)	a. r. p. 1 3 29.7

Dated this 15th day of June, 1960.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 1728/48

Public Works Act, 1902-1956 ; Road Districts Act, 1919-1959

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 compulsorily acquire, on behalf of the Manjimup Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Nelson District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 768, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Manjimup Road Board.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Eric George Henry Stephenson and Marjorie Keiber Stephenson	E. G. H. and M. K. Stephenson	Portion of Nelson Location 9059 (Certificate of Title Volume 1122, Folio 429)	a. r. p. 2 2 20
Kenneth Charles Privett	K. C. Privett	Portion of Nelson Location 9060 (Certificate of Title Volume 1021, Folio 312)	0 1 33.3

Dated this 15th day of June, 1960.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 3976/59

Public Works Act, 1902-1956 ; Road Districts Act, 1919-1959

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 compulsorily acquire, on behalf of the Perenjori and Dalwallinu Road Boards, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Victoria District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 834, which may be inspected at the Office of the Minister for Lands, Perth, and at the Offices of the Perenjori and Dalwallinu Road Boards.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Alfred Thomas Burgess	A. T. Burgess	Portion of Victoria Location 7658 (Certificate of Title Volume 1160, Folio 793)	a. r. p. 8 0 0 (approx.)

Dated this 15th day of June, 1960.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 181/12

Public Works Act, 1902-1956; Road Districts Act, 1919-1959

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 compulsorily acquire, on behalf of the Esperance Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Myrup Agricultural Area, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 786, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Esperance Road Board.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Harold Ernest Draper and Peter Harold Draper	H. E. and P. H. Draper	Portion of Myrup Agricultural Area Lot 7 (Crown Lease 711/1959)	a. r. p. 0 0 3.3
Arthur Roy Liddelow and Thelma Liddelow	A. R. and T. Liddelow	Portion of Myrup Agricultural Area Lot 8 (Certificate of Title Volume 1063, Folio 374)	4 2 26
Harold Ernest Draper and Rosemary Draper	H. E. and R. Draper	Portion of Myrup Agricultural Area Lot 9 (Certificate of Title Volume 1081, Folio 920)	5 0 33
Richard Joseph Leeson	R. J. Leeson	Portion of Myrup Agricultural Area Lot 10 (Certificate of Title Volume 1077, Folio 707)	0 3 32.7

Dated this 15th day of June, 1960.

F. C. SMITH,
Under Secretary for Lands.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

Metropolitan Main Drainage District No. 1.
Wembley-Jolimont Extension.

M.W.S. 275/57.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, it is hereby notified that all land situated within such portions of Metropolitan Main Drainage District No. 1 as extended by Order in Council published in the *Government Gazette* on the 27th day of May, 1960, shall be rated for Metropolitan Main Drainage as from the 1st day of July, 1960.

B. J. CLARKSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

Metropolitan Main Drainage District No. 1.
Dianella, Inglewood—Alteration to District Boundary.

M.W.S. 275/57.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, it is hereby notified that all land situated within such portions of Metropolitan Main Drainage District No. 1 as altered by Order in Council published in the *Government Gazette* on the 27th day of May, 1960, shall be rated for Metropolitan Main Drainage as from the 1st day of July, 1960.

B. J. CLARKSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1218/59.

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

City of Fremantle.

8174/60—Clontarf Road, from Newmarket Street to lot 59—easterly.

8650/59—Pritchard Street, from lot 2 to lot 3—north-easterly.

City of Perth.

8160/60—West Lorne Street, from lot 1793 to lot 1794—easterly.

8161/60—West Lorne Street, from Kincardine Crescent to lot 1136—westerly.

City of Subiaco.

8059/60—Nichol Street, from lot 405 to lot 406—north-westerly.

Perth Road District.

8056/60—Hastings Street, from lot 62 to lot 60—southerly.

8138/60—Norton Drive, from Kobelke Street to lot 88—south-easterly.

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

Dated this 17th day of June, 1960.

B. J. CLARKSON,
Under Secretary.

WATER BOARDS ACT, 1904-1954.

Busselton Water Board.

Loan No. 24 of £6,000.

NOTICE is hereby given that the Busselton Water Board proposes to borrow the sum of six thousand pounds (£6,000). The said sum of £6,000 is to be raised by sale of debentures repayable with interest by thirty (30) equal half-yearly instalments over a period of fifteen (15) years after the issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate of £5 10s. per cent. per annum, payable half-yearly. The amount of the said debentures, including interest thereon, is to be paid at the office of the Commonwealth Savings Bank of Australia, Perth, Western Australia.

The purpose for which the proposed loan is to be applied is—

(a) improvements and additions to the Number 1 Treatment Plant situated on lot sub 89, reserve 629;

(b) improvements to Number 2 Treatment Plant situated on lot 1 of 161 Sussex Location 5;

as set out in the notice published in the *Government Gazette* of the 18th and 25th March, 1960, and in the *South-Western News* newspaper on the 17th and 24th March, 1960, pursuant to the provisions of section 41 of the Water Boards Act, 1904-1954.

The Board was empowered to construct such works by order of His Excellency the Governor, as notified in the *Government Gazette* of the 27th May, 1960.

The statement of the proposed expenditure of the money to be borrowed is open for inspection during office hours at the office of the Board, Prince Street, Busselton.

LOUIS N. WESTON,
Chairman.

T. McCULLOCH,
Secretary.

CITY OF PERTH.

Stands for Public Vehicles.

NOTICE is hereby given that, under section 251 of the Municipal Corporations Act, 1906-1959, the Council of the City of Perth resolved, on 7th June, 1960, that the following stands for omnibuses be approved:—

(C79) A stand for the purpose of picking up and setting down of passengers only on the southern side of Hay Street, commencing at a point 104 feet 6 inches west of the western building alignment of Victoria Avenue and extending westwards for a distance of 80 feet.

(C80) A stand for the purpose of picking up and setting down of passengers only on the northern side of St. George's Terrace, beginning at a point 135 feet east of the eastern building alignment of Pier Street, and extending eastwards for a distance of 75 feet.

Dated this 10th day of June, 1960.

W. A. McI. GREEN,
Town Clerk.

CITY OF PERTH.

Notice of Intention to Borrow.

Proposed Loan (No. 51) of £260,000.

NOTICE is hereby given that the Council of the City of Perth proposes to borrow the sum of £260,000 (two hundred and sixty thousand pounds) to be expended on the following works:—

Purchase of part of Perth Town Lots S2 and S3 for the purpose of widening Victoria Avenue and St. George's Terrace: £260,000.

Plans and specifications of the said works and undertakings and an estimate of the cost thereof and a statement showing the proposed expenditure of the money to be borrowed have been prepared and will be open for inspection at the office of the Council of the City of Perth at 207 Murray Street, Perth, for one month from the publication hereof from 10 o'clock in the forenoon to 4 o'clock in the afternoon on every day except Saturdays, Sundays and public holidays.

The said amount of £260,000 is proposed to be raised by the sale of debentures, bearing interest at a rate not exceeding 5s. 10s. per cent. per annum. The said debentures with interest will be repayable by 30 equal half-yearly instalments over a period of 15 years from the date of the issue thereof in lieu of the formation of a sinking fund. The moneys due on such debentures will be paid half-yearly at the office of the Council of the City of Perth at 207 Murray Street, Perth.

Dated the 15th day of June, 1960.

H. R. HOWARD,
Lord Mayor.

W. A. McI. GREEN,
Town Clerk.

MUNICIPALITY OF WAGIN.

Proposed Sewage Scheme.

PURSUANT to section 57 of Part IV of the Health Act, 1911-1957, the Wagin Municipal Council hereby gives notice that application has been made to

the Commissioner of Public Health for approval to construct a sewage scheme within the townsite of Wagin.

A general plan and description of the proposed scheme, required by section 55 (2) of the said Act, are open for inspection at the office of the Council, during office hours, for one month after the last publication of this Notice.

Dated this 16th day of June, 1960.

C. V. PEDERICK, J.P.,
Mayor.

J. L. DAVIES,
Acting Town Clerk.

MUNICIPALITY OF WAGIN.

Extraordinary Election for One Councillor.

AN election for one Councillor will be held on Saturday, 9th July, 1960, to fill the vacancy caused by the disqualification of Cr. J. R. McMullan.

Nominations accompanied by a deposit of five pounds (£5) will close on Saturday, 25th June, 1960, at 12 noon.

C. PEDERICK,
Mayor.

ROAD DISTRICTS ACT, 1919-1959.

Dowerin Road Board.

Notice of Sale.

DEFAULT having been made in the payment of rates and other amounts owing on the piece of land hereinafter mentioned, the Dowerin Road Board, under and by virtue of the Road Districts Act, 1919-1959, and unless all rates and other amounts, charges and costs incurred are paid, will offer for sale by public auction the piece of land set forth in the schedule hereto at Dowerin on Friday, the 8th day of July, 1960, at 3 o'clock in the afternoon.

And further details and particulars of the said land may be obtained from the Secretary of the Board at its office in Dowerin or its solicitors, Connor, Mayberry & Co., 110 Fitzgerald Street, Northam.

Dated this 3rd day of June, 1960.

(Sgd.) J. F. CAMERON,
Secretary of the Dowerin Road Board.

The Schedule above Referred to.

Name of Registered Proprietor or Owner and also of all other Persons having an Estate or Interest in the Land and Date since when Default has Continued; Rates and/or other Amounts Owning; Description of Land referred to.

Rose Clara Jones (registered proprietor), default continued since 1st July, 1954; £3 18s. 6d.; Dowerin Lot 55, containing 1 rood 16 perches or thereabouts, the subject of Certificate of Title Volume 494, folio 138.

BUSH FIRES ACT, 1954-1958.

Moora Road Board.

NOTICE is hereby given that all owners and/or occupiers of land within the Moora Road District must prepare firebreaks on or before 22nd October, 1960.

Rural Lands.

Breaks of not less than 7 (seven) feet in width must be provided around property boundaries, but where this is impracticable, breaks must be prepared as near as possible to such boundaries within the property.

Firebreaks may be ploughed, scarified or otherwise cleared of all inflammable material and maintained in a cleared condition.

Townsites.

On or before 22nd October, 1960, all town lots within the townsites of Moora, Milling and Watheroo are required to be cleared of all debris of inflammable nature, and maintained free of such material.

Fuel Dumps (Fuel Depots).

On or before 22nd October, 1960, all grass and similar inflammable material to be cleared from area where drum ramps are located and where drums full or empty stored, and such areas maintained clear of grass and similar inflammable material.

By order of the Board,

R. WITTBER,
Secretary.

Moora, 3rd June, 1960.

ROAD DISTRICTS ACT, 1919-1959.

Dalwallinu Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 27) of £7,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Dalwallinu Road Board hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £7,000, for 20 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the office of the Superannuation Board, Perth, in 40 equal half-yearly instalments of principal and interest. Purpose: Erection of a house for an employee of the Board on lots 180 and 181, Dalwallinu (Certificate of Title Volume 1232, folio 956).

Plans, specifications and an estimate required by section 297 of the said Act 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.

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 district in general, any loan rate applicable will be levied on all rateable land within the whole of the district.

Dated this 2nd day of June, 1960.

W. E. OWENS,
Chairman.
R. A. L. BROOMHALL,
Secretary.

ARMADALE-KELMSCOTT ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 38) of £9,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Armadale-Kelmscott Road Board hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £9,000, for 20 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the office of the Board, Jull Street, Armadale, by 40 equal half-yearly instalments covering principal and interest. Purpose: Construction of a new hall at Byford on reserve No. 21500, together with furnishings and fittings.

Plans, specifications and estimates of such works and the statement required by section 297 of the said Act are open for inspection at the office of the Board during usual business hours.

The works and undertakings for which the loan is to be raised will, in the opinion of the Board, be of special benefit to the Byford Ward, and any loan rate applicable may be levied upon the rateable land within that ward only.

J. E. MURRAY,
Chairman.
W. W. ROGERS,
Secretary.

ARMADALE-KELMSCOTT ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 39) of £5,500.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Armadale-Kelmscott Road Board hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £5,500, for 20 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the office of the Board, Jull Street, Armadale, by 40 equal half-yearly instalments covering principal and interest. Purpose: Construction of a new hall at Forrestdale on reserve No. 11693 together with furnishings and fittings.

Plans, specifications and estimates of such works and the statement required by section 297 of the said Act are open for inspection at the office of the Board during usual business hours.

The works and undertakings for which the loan is to be raised will, in the opinion of the Board, be of special benefit to the Armadale Ward, and any loan rate applicable may be levied upon the rateable land within that ward only.

J. E. MURRAY,
Chairman.
W. W. ROGERS,
Secretary.

ROAD DISTRICTS ACT, 1919-1959.

Canning Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 46) of £10,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Canning Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purposes: £10,000, for 20 years, at £5 10s. per cent. per annum interest, payable at the office of the Superannuation Board, Perth, by half-yearly instalments of principal and interest. Purpose: Erection of a club house, provision of additional green and other improvements at the site of the Riverton Bowling Club on lots 344 to 347 inclusive and 372 to 375 inclusive.

Plans, specifications and an estimate of the cost thereof and statement required by section 448 are open for inspection by ratepayers at the office of the Board, during office hours, for one calendar month after the publication of this notice.

Dated the 14th day of June, 1960.

J. W. COLE,
Chairman.
N. I. DAWKINS,
Secretary.

In connection with the above notice, the Riverton Bowling Club Incorporated has undertaken to pay sufficient rent to meet the half-yearly instalments of principal and interest, therefore no loan rate will be struck for this loan.

SERPENTINE JARRAHDAL ROAD BOARD.

Notice of Intention to Borrow.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Serpentine-Jarrahdale Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purposes: £2,800, for 15 years, at 5½ per cent. interest, payable at the Treasury, Perth, by half-yearly instalments of principal and interest. Purpose: £2,800 for road construction and bitumen work.

Special benefit will be conferred on the whole district.

Plans, specifications and estimates and the statement required by section 297 are open for inspection at the office of the Board, during the usual business hours, from 18th June to 17th July, 1960.

Dated this 14th day of June, 1960.

G. L. LADHAMS,
Chairman.
J. GLENNIE,
Secretary.

DOWERIN ROAD BOARD.

Poundkeeper.

IT is hereby notified for general information that Thomas Dugald Phillips has been appointed Poundkeeper for the Dowerin Road District.

E. H. HENNING,
Chairman.

ROAD DISTRICTS ACT, 1919.

Road Board Elections.

Department of Local Government,
Perth, 10th June, 1960.

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

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

Wanneroo Road Board.

*4/6/60; Trandos, Nicholas; North; Market Gardener; (b); Trandos, N.

Black Range Road Board.

*4/6/60; Ross, Donald Barker; Country; Storekeeper; (a); Morrison, H. F.; unopposed.

* Denotes extraordinary election.

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

ROAD DISTRICTS ACT, 1919.

(Section 286EA.)

Phillips River Road District.

L.G. 3576/52.

APPLICATION has been made by the Phillips River Road Board to the Minister for Local Government for a certificate, pursuant to section 286EA of the Road Districts Act, 1919, that the land specified in the schedule hereunder be vested in Her Majesty.

Any person objecting to the issue of such certificate is required to lodge particulars of his objection with the undersigned on or before the 10th July, 1960, in order that such objection may be placed before the Minister when he considers the application in accordance with the provisions of the Act.

Dated the 10th day of June, 1960.

GEO. S. LINDSAY,
Secretary for Local Government.

Schedule.

Jean Bailie Vernon, of Hopetoun, Married Woman, as registered proprietor, and E. V. Hiller, as Mortgagee; Hopetoun Lot 13 (Certificate of Title Volume 445, folio 167).

VERMIN ACT, 1918-1958.

Albany, Gnowangerup, Plantagenet, Cranbrook, Tambellup, Broomehill, Katanning, Woodanilling and Kojonup Vermin Districts.

NOTICE is hereby given, pursuant to section 102A of the Vermin Act, 1918-1958, that the prohibition on the taking of rabbits or catching by any means except poisoning in the vermin districts of Albany, Gnowangerup, Plantagenet, Cranbrook, Tambellup, Broomehill, Katanning, Woodanilling and Kojonup is cancelled from the date of publication of this notice.

G. K. BARON HAY,
Chairman, Agriculture Protection Board.
13th June, 1960.

APPOINTMENTS.

Under Section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1956.

Registrar General's Office,
Perth, 15th June, 1960.

IT is hereby notified for general information, as follows:—

R.G. No. 107/57—Mr. Ernest James Blake, as District Registrar of Births, Deaths and Marriages for the Murchison Registry District, to maintain an office at Cue, during the absence of Mr. Alfred Norman Deas; appointment dates from 3rd June, 1960.

R.G. No. 131/57—Constable Leith Cahill, as Assistant District Registrar of Births and Deaths for the Blackwood Registry District, to maintain an office at Boyup Brook, during the absence on leave of Constable Kevin Cecil Hugh McLernon; appointment dates from 6th June, 1960.

E. J. BROWNFIELD,
Registrar General.

REGISTRATION OF MINISTERS.

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

Registrar General's Office,
Perth, 15th June, 1960.

Appointment.

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

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

Roman Catholic.

2041/60; 6/6/60; Rev. James Smith; Catholic Presbytery, Wyening, via Bolgart; Moora.

E. J. BROWNFIELD,
Registrar General.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD
Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1960			1960
May 31	370A, 1960	Electric Hoist and Ancillary Equipment for Machinery House, S.S.T.W.	June 23
May 31	374A, 1960	Electric Lamps for Government Departments excluding Railways	June 23
May 31	375A, 1960	Electric Lamps for W.A.G.R., 1960-61	June 23
June 3	378A, 1960	Fabrication of Laboratory Testing Equipment	June 23
June 3	379A, 1960	Firewood for No. 5 Pumping Station	June 23
June 3	381A, 1960	Rate Flow Gauge	June 23
June 10	398A, 1960	One only Concrete Mixer (Capacity 7 cub. ft. Wet; 11 cub. ft. Dry)	June 23
June 10	401A, 1960	Fencing Wire for War Service Land Settlement	June 23
June 14	408A, 1960	25% Emulsifiable Concentrate for Grasshopper Control	June 23
May 17	329A, 1960	Superheater Elements for W.A.G.R.	Ext. to June 30
May 20	335A, 1960	Sludge Scrapers for Humus Tank, Collie	Ext. to June 30
May 31	373A, 1960	Axial Flow Pumping Sets for Fulham Street Pumping Station	June 30
June 3	377A, 1960	Half-lift Windows for W.A.G.R.	June 30
June 10	388A, 1960	Pumping Machinery for Shaftesbury Avenue Pumping Station	June 30
June 10	389A, 1960	Submersible Pumping Plant for Melville Heights	June 30
June 10	390A, 1960	Portable Wheel Weigher	June 30
June 14	406A, 1960	Petrol Driven D.C. Welder	June 30
June 14	407A, 1960	Galvanised Tie Wire	June 30
June 14	409A, 1960	Dishwashing Machines for Albany Regional Hospital	June 30
June 14	410A, 1960	Jarrah Piles for Geraldton Fishing Boat Wharf	June 30
June 14	411A, 1960	Carpet for Parliament House Extensions	June 30
June 14	412A, 1960	100 K.V.A. Emergency Power Plant for Ord River	June 30
June 17	414A, 1960	Piles, Stringers and Corbels to Bridge over River Williams	June 30
June 17	416A, 1960	Agricultural Type Tractors with Front End Loaders and Tipping Trailer	June 30
June 17	417A, 1960	6 in.-4 in. Nominal Diameter Steel Pipes for Goldfields and Agricultural Water Supply	June 30
June 17	419A, 1960	Uniform Shirts for Police Department	June 30
June 17	420A, 1960	Tea for Government Institutions	June 30
April 8	221A, 1960*†	Remote Supervisory Control Indication and Telemetering. (Documents chargeable at £1 ls. first set and 5s. 3d. each subsequent issue)	July 7
May 24	349A, 1960	Transformers for Country Sub-stations	July 7
May 27	364A, 1960	Fuel and Lubricating Oil for Ord River Project Power Station	Ext. to July 7
May 31	376A, 1960	1,000 only Car and Wagon Tyres for W.A.G.R.	July 7
June 14	402A, 1960	Regulating valve for Thompson Lake main	July 7
June 17	415A, 1960	Precast Concrete Bridge Units	July 7
June 17	418A, 1960	Cast Steel Bogies for Wagon Stock	July 14
April 22	258A, 1960*†	No. 5 Boiler Feed Pump and Valve Equipment for Bunbury Power Station. (Documents chargeable at £1 ls. first issue and 5s. 3d. each subsequent issue)	July 21

* Documents available from Agent General for W.A., 115 The Strand, London, W.C. 2.

† Documents available for inspection only at W.A. Government Liaison Offices, Melbourne and Sydney.

Addresses—Liaison Offices—

W.A. Government Liaison Office,
No. 10 Royal Arcade, Melbourne, Cl.

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
1960			1960
June 3	384A, 1960	Surplus Materials, ex W.A.G.R.	June 23
June 3	386A, 1960	Scrap Jetty Timbers	June 23
June 10	391A, 1960	Secondhand G.L. 116 1 H.C. Power Take-off Stationary Baler	June 23
June 10	392A, 1960	Secondhand International L110 15 cwt. Utility (WAG 1387)	June 23
June 10	393A, 1960	Secondhand "Brittania" Outboard Motor	June 23
June 10	394A, 1960	Secondhand 1949 model Austin A 40 Utility (WAG1789)	June 23
June 10	395A, 1960	Secondhand 1951 model P.C. Bedford Utility (WAG2506)	June 23
June 10	396A, 1960	Secondhand Days 1½ in. Centrifugal Pumping Unit (PW16) in dismantled condition	June 23
June 10	397A, 1960	1950 model Austin A70 Utility (WAG2145)	June 23
June 10	399A, 1960	Secondhand equipment ex Charcoal Iron & Steel Industry, Wundowie, as follows:—6 cylinder Mack engine, Fordson engine block and crankshaft, Copper engine 1½ h.p., 24 in. x 14 in. Jacques Jaw Crusher, 16 in. x 10 in. Jacques Jaw Crusher, No. 10 Alldays & Onions Rootes type Blowers, No. 14 Rootes type Blower, Blackstone E.V. 6 Engine coupled to Brush alternator	June 23
June 10	400A, 1960	1952 model International L110 15 cwt. Utility (WAG 1202)	June 23
June 10	403A, 1960	Surplus Chain and Clouts	June 23
June 10	404A, 1960	Boilers at No. 4 Pumping Station	June 30
June 14	413A, 1960	Kitchen Waste and Refuse from Various Institutions	June 30
June 17	421A, 1960	2 only Linke Noake Scoops and 12 only model 69 Plows	June 30
June 17	423A, 1960	Hosco 30 cwt. Friction Winch (PW22)	June 30
June 17	424A, 1960	1939 model Diamond T 3 ton table top truck (WAG 716)	June 30
June 17	426A, 1960	1952 model 15 cwt. Ford V8 Utility (WAG 604)	June 30
June 17	427A, 1960	1952 model 15 cwt. Ford V8 Utility (WAG606)	June 30
June 17	405A, 1960	Ford V8 Utility (WAG 4045) at Port Hedland	July 7
June 17	422A, 1960	2 only 1950 model Ford Utility at Bunbury	July 7
June 17	425A, 1960	1955 Bedford 3 ton tip truck at Wyndham (WAG 3689)	July 7

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

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

Tender forms and full particulars may be obtained on application at the Tender Board Office, 74 Murray Street, Perth.

No Tender necessarily accepted.

A. H. TELFER,
Chairman, Tender Board.

17th June, 1960.

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

Tender Board No.	Date	Contractor	Schedule No.	Particulars	Department Concerned	Rate
391/60	1960 June 9	.....	248A, 1960	Supply of Metal Working Equipment for Pingelly Junior High School	P.W.D.	Details on application
392/60	do.	.....	249A, 1960	Supply of Equipment for Moora Junior High School	do.	do. do.
330/60	do.	.....	207A, 1960	Supply of Workshop Equipment	Forests	do. do.
304/60	do.	Atlas Copco Aust. Pty. Ltd.	189A, 1960	Supply of Engine-driven Air Compressor and Rock Drill and Accessories, as follows :— Item 1 Item 2 Item 3 Item 4 Item 5 Item 6 Item 7	Mines	£1,420 £72 £15 4s. 2d. £8 12s. 6d. £9 5s. 8d. £46 7s. £8 12s. 7d.
485/60	do.	John Dunstan & Son (W.A.) Ltd.	300A, 1960	Supply of Crushed Stone during period 1/7/60 to 30/12/60, as follows :— Item 1A Item 1B	M.W.S.	£1 15s. 10d. per ton £1 15s. 10d. per ton
485/60	do.	Bell Bros. Pty. Ltd.	300A, 1960	Concreting Sand during period 1/7/60 to 30/12/60, as per Item 2	M.W.S.	8s 3d. per cub. yd.
27/60	do.	R. & N. Palmer Pty. Ltd.	16A, 1960	Piles, Stringers and Corbels, as follows :— Item 1A Item 1B Item 1C Item 2 Item 3	M.R.D.	6s. per lin. ft. 7s. per lin. ft. 8s. per lin. ft. 8s. per lin. ft. 6s. per lin. ft.
229/60	do.	Harris Scarfe & Sandovers Ltd.	144A, 1960	Supply of Driven Generating Plant, as per Item 1	P.W.D.	£2,290 10s.
591/60	do.	Hadfields W.A. 1934 Ltd.	322A, 1960	Supply of Battery Shoes and Dies during period 1/7/60 to 30/6/61, as follows :— Item 1 Item 2	Mines	£150 per ton £150 per ton
1200/59	do.	Phillips Electrical Industries Pty. Ltd.	724A, 1959	Supply of Fluorescent Lighting Fittings as per Item 1	W.A.G.R.	£16 13s. 8d. each
501/60	do.	Spicers (Aust.) Pty. Ltd.	314A, 1960	Supply of Toilet Rolls during period 1/7/60 to 30/6/61, as per Item 1	G.S.	£2 17s. per carton
435/60	do.	Concrete Industries W.A. Pty. Ltd.	269A, 1960	Supply of Pre-stressed Cantilever and Pre-stressed Concrete Channel Beams	M.W.S.	For the sum of £3,160
410/60	do.	Rablec Pty. Ltd.	247A, 1960	Supply of Transformers	P.W.D.	For the sum of £385
313/60	do.	.....	107	Supply of Jams, Condiments and Honey during period 1/7/60 to 30/6/61	Various	Details on application
488/60	do.	Ritz Motors	303A, 1960	Purchase and Removal of Secondhand Motor Vehicles, as follows :— Item 1 Item 2 Item 3 Item 4	Premier's	£680 £930 £910 £785
543/59	do.	Re Nu Drum Services	324A, 1960	Purchase and Removal of Secondhand Empty 44-gallon Drums during period 1/7/60 to 30/6/61	W.A.G.R.	£1 8s. 3d. each
515/60	do.	M. G. Adams	319A, 1960	Purchase and Removal of Secondhand International Crawler Tractor (MR 133)	P.W.D.	£830
507/60	do.	N. M. Vine	307A, 1960	Purchase and Removal of Secondhand Ford Freighter Utility (WAG 585)	M.R.D.	£138
518/60	do.	N. M. Vine	320A, 1960	Purchase and Removal of Secondhand Ford V8 Truck (WAG 19)	do.	£278
468/60	do.	Western Trading Co.	298A, 1960	Purchase and Removal of Sentinel Model 18B Air Compressor	do.	£311
495/60	do.	Western Oil Refining Co. Pty. Ltd.	306A, 1960	Purchase and Removal of Oil as it becomes available during period 1/7/60 to 30/6/61	M.W.S.	1s. per gallon

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Carnarvon, 30th May, 1960.

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.) N. J. MALLEY,
Warden.

To be heard at the Warden's Court, Carnarvon, on the 22nd day of July, 1960.

GASCOYNE GOLDFIELD.

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

Mineral Claims.

- 4—Allan McDonald, Eliza McDonald and Patrick Bohan; Mangaroon Station, via Carnarvon; non-payment of rent.
18—Moore Prospecting Pty. Ltd.; 17 King Street, South Perth; non-payment of rent.
19—Moore Prospecting Pty. Ltd.; 17 King Street South Perth; non-payment of rent.
20—Moore Prospecting Pty. Ltd.; 17 King Street South Perth; non-payment of rent.
21—Moore Prospecting Pty. Ltd.; 17 King Street, South Perth; non-payment of rent.
22—Peter O'Grady McNamara; 114 Egan Street, Scarborough; Frederick John McNamara; 44 Brighton Road, Scarborough; and Joseph William Simon Keogh; Biro Station, via Carnarvon; non-payment of rent.

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Northampton, 27th May, 1960.

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.) K. A. PHILP,
Warden.

To be heard at the Warden's Court, Northampton, on Monday, the 18th day of July, 1960.

NORTHAMPTON MINERAL GOLDFIELD.

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

Mineral Claim.

- 31—James Maver, Northampton; Frederick John McNamara, 44 Brighton Road, Scarborough; Peter O'Grady McNamara, 114 Ewen Street, Scarborough; and Harold Baden Lyne, 97 William Street, Northam; non-payment of rent and no Miner's Right for F. J. McNamara and J. Maver.

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Cue, 13th May, 1960.

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.) C. FISHER,
Acting Warden.

To be heard at the Warden's Court, Cue, on Tuesday the 28th day of June, 1960.

MURCHISON GOLDFIELD.

Cue District.

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

Residence Areas.

- 312—Zadow, Elsie May; Cue; no miner's right.
314—Peken, Mabel; Cue; no miner's right.
315—Murphy, Stanley Roy; Cue; no miner's right.

Mineral Claims.

- 26—Zadow, John Claude; Cue; non-payment of rent and no miner's right.
29—Zadow, John Claude; Cue; non-payment of rent and no miner's right.
37—Scahill, Ernest, Forman, Francis Gloster, Jackson, Horace Benson; c/o R. P. S. Burt, Cue; non-payment of rent and no miner's rights.
38—Scahill, Ernest; Forman, Francis Gloster, Jackson, Horace Benson; c/o R. P. S. Burt, Cue; non-payment of rent and no miner's rights.
39—Scahill, Ernest, Forman, Francis Gloster, Jackson, Horace Benson; c/o R. P. S. Burt, Cue; non-payment of rent and no miner's rights.
55—Cassidy, James Edward; 324 Fitzgerald Street, North Perth; non-payment of rent and no miner's right.
57—Ball, Reginald Arthur; 4 Challenger Avenue, Manning; non-payment of rent and no miner's right.

Day Dawn District.

Garden Areas.

- 20D—Sheedy, Daniel Patrick; c/o H. Parker, Cue; non-payment of rent and no miner's right.
21D—Sheedy, Daniel Patrick; c/o H. Parker, Cue; non-payment of rent and no miner's right.
23D—Zadow, John Claude; Cue; non-payment of rent and no miner's right.

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Marble Bar, 17th May, 1960.

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 contain-

ing 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.) N. J. MALLEY,
Warden.

To be heard at the Warden's Court, Marble Bar, on Tuesday, the 19th day of July, 1960.

PILBARA GOLDFIELD.

Marble Bar District.

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

Dredging Claims.

- 14—Hansen, Hagbarth; Marble Bar; non-payment of rent.
 16—Hansen, Hagbarth; Marble Bar; non-payment of rent.
 19—Hansen, Hagbarth; Marble Bar; non-payment of rent.
 22—Hansen, Hagbarth; Marble Bar; non-payment of rent.
 25—Thompson, Donald Robert Powell; Shaw River; non-payment of rent.
 26—Thompson, Donald Robert Powell; Shaw River; non-payment of rent.
 37—Hansen, Hagbarth; Marble Bar; non-payment of rent.
 45—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 46—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 47—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 48—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 49—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 50—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 97—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 98—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 106—Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 119—Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 128—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 129—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 130—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 145—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 146—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 151—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 152—Kelly, Thomas Romald and Kelly, Francis Joseph; Marble Bar; non-payment of rent.
 153—Kelly, Thomas Romald and Kelly, Francis Joseph; Marble Bar; non-payment of rent.
 159—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 160—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 161—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 162—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 170—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 172—Coffin, William; Marble Bar; non-payment of rent.

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

- 173—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 174—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 175—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 176—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 177—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 178—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 179—Campell, Francis Andrew; 5 Senate Street, Claremont; non-payment of rent.
 180—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 192—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 193—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 194—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 195—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 196—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 197—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 198—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 201—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 204—Long, Bob; Marble Bar; non-payment of rent.
 205—Hansen, Hagbarth; Marble Bar; non-payment of rent.
 206—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 207—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent.
 208—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
 209—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 210—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 213—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 214—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 217—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 219—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 220—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 221—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 222—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 224—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 225—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 228—Leonard, Hector Victor; Marble Bar; non-payment of rent.
 229—Leonard, Hector Victor; Marble Bar; non-payment of rent.
 231—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
 233—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.

- | No. of Area; Name of Registered Holder; Address; Reason for Resumption. | No. of Area; Name of Registered Holder; Address; Reason for Resumption. |
|---|---|
| 234—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 306—Hall, Arthur Edmund, Blakeway, Colin, Pinchin, Francis and Arthur, De Vere; c/o 70a Broome Street, Cottesloe; non-payment of rent and no miner's right. |
| 235—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 312—Hall, Henty Hastings, Eades, Fred and Crawford, Allan Robert; c/o Tabba Tabba Station, Port Hedland; non-payment of rent. |
| 236—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 313—Richardson, Edwin Angus; Port Hedland; non-payment of rent. |
| 244—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 314—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. |
| 245—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 326—Northern Territory Prospecting & Development Co. Limited; Box 22, Port Hedland; non-payment of rent and no miner's right. |
| 246—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 327—Northern Territory Prospecting & Development Co. Limited; Box 22, Port Hedland; non-payment of rent and no miner's right. |
| 247—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. | 328—Northern Territory Prospecting & Development Co. Limited; Box 22, Port Hedland; non-payment of rent and no miner's right. |
| 248—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. | 353—Hall, Constance Mary; c/o Wallarenya Station, Port Hedland; non-payment of rent. |
| 249—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. | 355—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. |
| 250—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. | 360—Hall, Henty Hastings, Eades, Frederick and Crawford, Allen Robert; c/o Tabba Tabba Station, Port Hedland; non-payment of rent. |
| 251—Johnston, John Albert; Shaw River; non-payment of rent. | 377—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. |
| 253—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. | 381—Northern Territory Prospecting & Development Co. Limited; Box 22, Port Hedland; non-payment of rent and no miner's right. |
| 254—Johnston, John Albert; Shaw River; non-payment of rent. | 383—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right. |
| 257—Brownfield, Peter Reginald; Flat 8, 44 Mill Point Road, South Perth; non-payment of rent and no miner's right. | 384—Miller, Leslie Melbourne; Marble Bar; non-payment of rent. |
| 258—Brownfield, Peter Reginald; Flat 8, 44 Mill Point Road, South Perth; non-payment of rent and no miner's right. | 397—Kelly, Francis Joseph and Kelly, Thomas Romald; Marble Bar; non-payment of rent. |
| Mineral Claims. | |
| 106—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 402—Goodall, Neville Phillip; c/o 609 Wellington Street, Perth; non-payment of rent. |
| 107—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 408—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. |
| 109—Northwest Tantalum No Liability; 100 Collins Street Melbourne; non-payment of rent. | 409—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. |
| 116—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 410—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. |
| 119—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 442—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 120—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 443—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 121—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 448—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. |
| 139—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 449—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right. |
| 140—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 456—McCamey, Kenny Bartram; Marble Bar; non-payment of rent and no miner's right. |
| 189—Goodman, Anita and Hopkins, Colin Edward; 11 Harvest Terrace, Perth; non-payment of rent and no miner's right. | 457—McCamey, Kenny Bartram; Marble Bar; non-payment of rent and no miner's right. |
| 209—Witty, John Malcolm; Marble Bar; non-payment of rent. | 459—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 212—Goodman, Anita and Hopkins, Colin Edward; 11 Harvest Terrace, Perth; non-payment of rent and no miner's right. | 460—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 213—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 461—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 214—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | 462—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 235—Goodman, Anita and Hopkins, Colin Edward; 11 Harvest Terrace, Perth; non-payment of rent and no miner's right. | 464—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent. |
| 290—Pinchin, Gwendolin Constance, Pinchin, Francis and Arthur, De Vere; 70a Broome Street, Cottesloe; non-payment of rent and no miner's right. | |
| 291—Northern Territory Prospecting & Development Co. Limited; Box 22, Port Hedland; non-payment of rent and no miner's right. | |
| 294—Hall, Arthur Edmund, Blakeway, Colin, Pinchin, Francis and Arthur, De Vere; c/o 70a Broome street, Cottesloe; non-payment of rent and no miner's right. | |
| 305—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent. | |

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

- 483—Areume Pty. Ltd.; c/o White & Hancock, A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent.
- 484—Areume Pty. Ltd.; c/o White & Hancock A.N.Z. Bank Chambers, cnr. Queen and Creek Streets, Brisbane; non-payment of rent.
- 490—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 491—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 492—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 493—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 494—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 495—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 496—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 512—Pindan Pty. Ltd.; Port Hedland; non-payment of rent.
- 520—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 527—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 579—Pindan Pty. Ltd.; Port Hedland; non-payment of rent.
- 587—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 588—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 589—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 592—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 593—Pindan Pty. Ltd.; Port Hedland; non-payment of rent.
- 596—Michee, Mitchell; Marble Bar; non-payment of rent and no miner's right.
- 610—Reck, Edmond Joseph; 28 Neville Road, Nedlands; non-payment of rent.
- 613—Swan, Alexander Gerard; Port Hedland; non-payment of rent.
- 614—Butterfield, Desmond James; Port Hedland; non-payment of rent.

Residence Area.

- 153—Pilbara Exploration No Liability; 609 Wellington Street, Perth; no miner's right.

Business Areas.

- 126—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
- 129—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 130—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 132—Thompson, Donald Robert Powell; Shaw River; non-payment of rent.

Garden Areas.

- 75—Mitchell, Jack; Marble Bar; non-payment of rent and no miner's right.
- 76—Mitchell, Frederick; Marble Bar; non-payment of rent and no miner's right.

Machinery Areas.

- 56—King, Harold John James, Marshall, William Walter, Baker, John Chaffey, Hedley, Donald McKenzie and Coate, Alan James; c/o 12 Dunedin Street, Mt. Hawthorn; non-payment of rent and no miner's right.
- 61—Hansen, Hagbarth; Marble Bar; non-payment of rent.
- 64—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 65—Richardson, Edwin Angus; Port Hedland; non-payment of rent and no miner's right,

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

- 73—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
- 74—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
- 75—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.

Water Rights.

- 32—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 35—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 36—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 39—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 47—King, Harold John James, Marshall, William Walter, Baker, John Chaffey, Hedley, Donald McKenzie and Coate, Alan James; c/o 12 Dunedin Street, Mt. Hawthorn; non-payment of rent and no miner's right.
- 49—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 50—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 51—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 52—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 66—Meehan, James Arthur; Shaw River; non-payment of rent and no miner's right.
- 74—Northwest Tantalum No Liability; 100 Collins Street, Melbourne; non-payment of rent.
- 97—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
- 98—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no miner's right.
- 100—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 101—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no miner's right.
- 102—Johnston, John Albert; Shaw River; non-payment of rent.
- 104—Fletcher, Paul Rodney; Spear Hills; non-payment of rent.

Nullagine District.

Mineral Claims.

- 47L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 48L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 49L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 96L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 98L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 99L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 100L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 101L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 102L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 107L—Witty, John Malcolm; Marble Bar; non-payment of rent.
- 108L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 112L—Baker, John Chaffey and Baker, George Maxwell; Marble Bar; non-payment of rent.
- 113L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.
- 117L—Kelly, Francis Joseph; Marble Bar; non-payment of rent.
- 118L—Stubbs, Stuart Henry; Marble Bar; non-payment of rent.

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

273L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

274L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

277L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

278L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

279L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

280L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

281L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

282L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

283L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

284L—Rhodes, Donovan Francis Duncan; Port Hedland; non-payment of rent.

Garden Area.

27L—Stevens, Francis; Nullagine; non-payment of rent.

Water Right.

43L—Howard, Thora Agnes Lloyd; Nullagine; non-payment of rent.

WEST PILBARA GOLDFIELD.

Mineral Claims.

89—Lee, Thomas; Roebourne; non-payment of rent.

90—Hancock Prospecting Pty. Ltd.; 609 Wellington Street, Perth; non-payment of rent and no miner's right.

106—Edney, John; Roebourne; non-payment of rent.

Business Area.

201—Munro, Neil Douglas and Stobie, Ronald Walker; Wittenoom Gorge; non-payment of rent and no miner's right.

COAL MINES REGULATION ACT, 1946.

Department of Mines,
Perth, 13th June, 1960.

THE Hon. Minister for Mines has been pleased to re-appoint John Henry Rees as Miners' Representative on the Board of Trustees of the Collie Coal Mines Accident Relief Fund Trust for a further period of 12 months as from the 1st June, 1960.

A. H. TELFER,
Under Secretary for Mines.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 439 of 1959.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Minister for Agriculture and Minister for Education, Respondents.

HAVING heard Mr. H. Barry on behalf of the Applicant and Mr. L. E. Boylan 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. 7 of 1959, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 2nd day of June, 1960.

By the Court,

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

Schedule.

1. Delete Clause 25—Wages and insert in lieu thereof the following:—

Clause 25.—Wages.

Basic Wage—

Metropolitan area—	£	s.	d.
Males	14	6	4
Females	10	14	9
South-West Land Division—			
Males	14	3	1
Females	10	12	4
Rest of the State—			
Males	13	18	10
Females	10	9	2

Margin
Per Week
£ s. d.

(1) Demonstrators as listed hereunder (who in addition to the general duties of his section shall be required to demonstrate to students and to keep complete student records) 3 10 6
After 6 months' satisfactory service 4 3 0

Muresk—

Gardener Demonstrator.

Narrogin—

Poultryman Demonstrator.
Piggeryman Demonstrator.
Dairyman Demonstrator.
Orchardist Demonstrator
Sheepman Demonstrator.

Denmark—

Poultryman Demonstrator.
Piggeryman Demonstrator.
Dairyman Demonstrator.

(2) General Farm Hand ... 1 2 6
(3) Farm Labourer ... 6 0
(4) Leading Hand (including all margins and allowances) ... 2 1 6
(5) Handyman ... 1 2 6

Margin Per Week
Males Females

(6) Domestic—

(a) First Cook	63s.	55s.
(b) Second Cook and reliever	34s. 6d.	30s.
(c) Where only one cook is employed	46s.	40s.
(d) Adult male domestics	6s. 6d.	
(e) Kitchenman	6s. 6d.	
(f) Pantryman	6s. 6d.	
(g) Unspecified male domestic	6s. 6d.	
(h) Kitchenmaid		20s.
(i) Laundress		25s. 6d.
(j) Housemaid		20s.
(k) Waitress		20s.
(l) Unspecified female workers		20s.
(m) Junior Females—		

Percentage of
Female Basic
Wage.

Under 18 years of age 60.5
18 to 19 years of age 73.5
At 19 years of age Full adult rate

2. Delete the "rise and fall" clause inserted in this Award by Order No. 77 (85) 1960, on the 30th January, 1960.

3. Liberty to Apply is reserved to either party in respect to item 6—Domestics.

4. These amendments shall take effect as from the beginning of the first pay period commencing after the 8th May, 1960.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 23 of 1955.

Between The Hotel, Club, Caterers, Tearcom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and Britannia Coffee Palace, Crystal Hostel, Derward Hostel and others, Respondents.

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

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Hostel Employees' (Metropolitan) Award" and replaces Award No. 73 of 1951, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.
5. Hours.
6. Spread of Shift.
7. Breaks in Shift.
8. Night Work.
9. Wages.
10. Definitions.
11. Junior Workers.
12. Overtime.
13. Holidays.
14. Annual Leave.
15. Meals.
16. Casual Workers.
17. Climbing Ladders and Cleaning Public Lavatories.
18. Roster.
19. Weekly Wage.
20. Board and Lodging.
21. Accommodation.
22. Laundering.
23. Head Bands and Uniforms.
24. Change and Rest Rooms.
25. Under-Rate Workers.
26. Record.
27. Higher Duties.
28. Absence through Sickness.
29. Junior Worker's Certificate.
30. Board of Reference.
31. Breakdowns.
32. Posting of Award.
33. Long Service Leave.

3.—Area.

This Award shall have effect over the area comprised within a radius of twenty (20) miles from the General Post Office, Perth.

4.—Term.

The term of this Award shall be for a period of two (2) years from the beginning of the first pay period commencing after the date hereof.

5.—Hours.

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

(b) If a worker is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

6.—Spread of Shift.

(a) "Daily spread of shift" shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(b) "Weekly spread of shift" shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spread of shifts shall not exceed seventy (70) hours.

(d) Subject to clause 12 Overtime, the longest spread of shift in any one day shall not exceed twelve and a half (12½) hours.

7.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour each for meals, there may be a break of at least two hours during each shift.

Such a break of at least two hours may include a meal break.

8.—Night Work.

Except in the case of night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates in the case of females and time and a half in the case of male workers.

9.—Wages.

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

	Per Week.			
	Males.		Females.	
	£	s. d.	£	s. d.
(a) Basic wage:				
(i) Within a 15-mile radius of the G.P.O., Perth	14	6 4	10	14 9
(ii) Outside a radius of 15 miles from the G.P.O., Perth, but within a radius of 20 miles from the G.P.O., Perth	14	3 1	10	12 4
		Margin Per Week Over Male Basic Wage.		Margin Per Week Over Female Basic Wage.
(b) Classification:	£	s. d.	£	s. d.
(1) Cooks—In establishments where three cooks are employed—				
First cook	3	17 0	3	17 0
Second cook	2	11 0	2	11 0
Third cook	1	18 6	1	18 6
(2) Where more than three cooks are employed the minimum shall be	1	18 6	1	18 6
(3) Where two cooks are employed—				
First cook	3	4 0	3	4 0
Second cook	2	3 0	2	3 0
(4) Where only one cook is employed	2	11 0	2	11 0
(5) Waiter	1	5 6	—	—
(6) Kitchen man, pantryman, sculleryman	0	19 0	—	—
(7) Night porter	1	12 0	—	—
(8) Hall porter	1	5 6	—	—
(9) Lift attendant	0	19 0	—	—
(10) Yardman and unspecified male workers	0	19 0	—	—
(11) Waitress	—	—	1	5 6
(12) All other female workers	—	—	1	5 6

10.—Definitions.

“Waiter” shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

For the purpose of this Award, “Coffee Palace” means a residential establishment, not being an hotel licensed to sell fermented or spirituous liquors, nor a boarding house, where (in addition to permanent or weekly boarders and/or lodgers, or where permanent or weekly boarders and/or lodgers are not necessarily catered for) boarders and/or lodgers are catered for, for pay or reward, for a period of less than one (1) week at a time, or where, in addition to catering for lodgers, whether permanent or otherwise, a dining room is maintained which is open to the public.

Provided that the term “Coffee Palace” shall not include an establishment where not more than eight (8) boarders and/or lodgers, not being members of the proprietor's family, are received for pay or reward and which has no public dining room, but such establishment shall be deemed to be a boarding house.

11.—Junior Workers.

(a) Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates:—

	Percentage of Male Basic Wage Per Week.
Under 18 years of age	45
Between 18 and 19 years of age	55
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(b) Female Workers.—Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:—

	Percentage of Female Basic Wage Per Week.
Under 18 years of age	60
Between 18 and 19 years of age	69
At 19 years of age, full adult rate.	

Provided that, where no adult is employed, one junior female may be employed.

12.—Overtime.

(a) All work done outside the daily spread provided in clause 6 or beyond eight hours in any one day, or beyond forty hours in any one week, shall be deemed overtime.

(b) Overtime shall be paid for at the rate of time and a half. Provided that any overtime in excess of seven hours in any one week shall be paid for at the rate of double time.

(c) Notwithstanding anything contained in this Award—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) 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.

13.—Holidays.

(a) All workers (other than night porter) shall be entitled to receive one full day and one half day off duty each week.

(b) The half day off shall commence not later than 2 p.m.

(c) Night Porters.—Night porters shall be entitled to one night off duty in each week. Provided that, if work is performed by a night porter in lieu of his night off, he shall be paid for such work at the rate of time and one-half. This provision shall not be availed of more than on six nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

Provided further that night porters shall be paid ten shillings (10s.) per week in addition to the rate prescribed in clause 9 of this Award by virtue of the benefits conferred on other workers in subclause (a) hereof.

(d) All work done on any day observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day or Boxing Day, shall be paid for at the ordinary rate, and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under clause 14 for each day or part of a day so worked: Provided that if as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day.

(e) On any public holiday not referred to herein, 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.

14.—Annual Leave.

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

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

(c) If after one month's continuous service in any qualifying 12-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

15.—Meals.

(a) Subject to clause 20 hereof, where full board is provided, workers shall be provided with three meals per day, such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 7, at least one half-hour but not more than one hour, shall be allowed for each meal.

16.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) consecutive hours.

17.—Climbing Ladders and Cleaning Public Lavatories.

(1) No female worker shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fanlights, walls or windows.

(2) No female worker shall be required to clean out men's public lavatories (or men's lavatories) within the employer's establishment.

(3) Nothing in this clause shall prohibit the cleaning by females of lavatories attached to a bedroom or a suite.

18.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment and in such other place as it may be conveniently and readily seen by each worker concerned.

(b) Such roster shall show:—

(i) The name of each worker;

(ii) The hours to be worked by each worker each day and the breaks in shifts to be taken.

(c) (i) The roster in the office shall be open for inspection by a duly accredited representative of the Union at such times and place as the record book is so open for inspection.

(ii) A duly accredited representative of the Union shall be permitted to inspect the roster available to the workers not more than once in any week during the times the record book is so open for inspection. Provided that the duly accredited representative must notify the employer before entering the place where the roster is kept.

(d) Such roster shall be drawn up in such manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

19.—Weekly Wage.

(a) Wages shall be paid at least weekly. No employer shall hold more than one day's wages in hand.

Provided that where by reason of this provision, wages become payable on a Sunday or a Public holiday, such wages may be held in hand until the next following day.

(b) Workers whose weekly holiday or half day off falls on a pay day, shall be paid their wages upon a request from the worker to the employer, prior to the worker taking the day or half day off.

(c) Except for casual workers, the contract of service shall be on a weekly basis; provided that one day's notice of termination of service may be given on either side.

20.—Board and Lodging.

(1) Males (other than night porters and kitchen staff).

(a) Boarding and/or lodging on the licensed premises of the employer shall be prohibited, unless by agreement between the employer and the Union, or failing such agreement, by permission of the Board of Reference.

(b) Where by agreement or by decision of the Board of Reference—

(i) lodging is provided, the employer shall be entitled to deduct from the wages of the worker an amount equal to 7 per cent. of the Male Basic Wage per week.

(ii) board is provided, the employer shall be entitled to deduct from the wages of the worker an amount equal to 18.5 per cent. of the Male Basic Wage per week.

(2) Male Kitchen Staff and Night Porters.

(a) Lodging on the licensed premises of the employer shall be prohibited, unless by agreement between the employer and the Union, or, failing such agreement by permission of the Board of Reference.

(b) Where by agreement or by decision of the Board of Reference—lodging is provided, the employer may deduct from the wages of the worker the amount shown in sub-clause (1)(b)(i) of this clause.

(c) Where board is provided, the employer shall be entitled to deduct from the wages of the worker the amount set out in sub-clause (1)(b)(ii) of this clause.

(d) Where a worker notifies the employer on the day immediately preceding his day off or half day off, as the case may be that he does not desire a meal or meals, to be provided on such day off or half day off, the deduction for board shall be reduced by a proportionate amount for each such meal.

(e) Where full board is not provided a deduction proportionate to the amount shown in sub-clause (1)(b)(ii) of this clause may be made from the wages of the worker for each meal provided. In the case of night porters, an employer shall not be entitled to deduct for more than two meals provided in any one day.

(3) Females.

(a) No worker shall be compelled to board and/or lodge on the employer's premises and no employer shall be compelled to board and/or lodge a worker, but where by mutual consent board and lodging are provided, the employer shall be entitled to deduct in respect of all workers, the following amounts:—

(i) For full board of twenty-one (21) meals per week—an amount equal to 18.5 per cent. of the male basic wage.

(ii) For lodging—an amount equal to 7 per cent. of the male basic wage.

(b) Where, by mutual consent, full board is not provided, the deductions referred to in subclause (a) hereof shall be reduced proportionately.

(c) An employer shall be entitled to deduct from all workers a proportionate amount of board for two meals each working day, unless other arrangements are mutually agreed upon between the employer and the worker.

(d) Where a worker notifies the employer on the day immediately preceding her day off or half day off, as the case may be, that she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

(4) An employer shall not be entitled to make a deduction for breakfast in the case of a worker whose shift for the day commences not earlier than 11 a.m. or for dinner in the case of a worker whose shift for the day finishes not later than 4 p.m. and the deduction for board shall be reduced by a proportionate amount for each such meal.

Provided that this subclause shall apply to workers sleeping out only and shall not apply where the worker concerned consents to receiving and is actually supplied with such meals.

(5) The board and lodging allowances prescribed by this clause shall vary proportionately with the rise or fall in the basic wage.

21.—Accommodation.

(a) Where a worker sleeps in the employer shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in Clause 30.

(b) Workers sleeping in shall be provided with a common sitting-room, apart from their bedrooms, and shall have access to a properly equipped bathroom, and also have access to a laundry at such times as are mutually agreed upon between the worker and the employer.

22.—Laundering.

If an employer requires female employees to wear aprons, caps, collars, cuffs or any special uniforms, he shall pay to such employees four shillings (4s.) per week for the laundering of same, otherwise he shall cause the same to be laundered at his own expense.

If an employer requires coats to be worn by his male employees, he shall pay them four shillings (4s.) per week extra for the laundering of the same, or cause such coats to be laundered at his own expense.

23.—Head Bands and Uniforms.

The employer may require plain white head bands to be worn by female employees.

Aprons, caps, collars, cuffs or any special uniforms required to be worn shall be supplied by the employer and shall be the property of the employer. Black dresses as usually worn by housemaids and waitresses and standard type uniforms as usually worn by workers in the industry shall not be deemed to be special uniforms within the meaning of this clause.

24.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer in cases where the employees do not reside on the premises. Such rest rooms shall be provided with table, chairs, and a lounge, couch or bed. These workers shall have access to a bathroom.

25.—Under-Rate Workers.

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

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

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

26.—Record.

(a) The employer shall keep, or cause to be kept, at his business premises or at each of them, if more than one, a time and wages book wherein shall be entered the name and occupation of each worker, and in the case of junior workers, the age on his last birthday, the time each worker commences and finishes work each day, the hours worked by a worker each day, the total hours worked each week and the wages paid to each worker.

(b) The record shall be entered up from day to day.

(c) The word "book" for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(d) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker daily. The hours shown as worked, in the record book shall be prima facie evidence of the correctness thereof in any proceedings for the enforcement of this Award.

(e) The book shall be open for inspection by a duly accredited representative of the Union, at the office of the employer, on days other than Saturday and Sunday between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.)

27.—Higher Duties.

Any worker performing work for more than two hours in any day in work carrying a higher prescribed rate of wages than that in which he is engaged, shall receive such higher wage for the time so employed.

28.—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) hereof, 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 Worker's 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 has already been allowed paid sick leave on one occasion, 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 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) For the purpose of assessing a worker's entitlement to accumulated sick pay subclause (g) hereof shall be deemed to have become operative as from the date of delivery of this Award.

29.—Junior Worker's Certificate.

(a) Junior workers upon being engaged shall furnish the employer with a certificate containing the following particulars:—

- (i) name in full;
- (ii) age and date of birth;
- (iii) name of each previous employer;
- (iv) class of work performed for each previous employer.

(b) No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated either on the certificate, or, if no such certificate is furnished, verbally to his employer. If any junior worker shall wilfully misstate his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this Award, and in the event of a worker having received a higher rate than that to which he was entitled he shall make restitution to the employer.

30.—Board of Reference.

The Court hereby appoints, 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.

31.—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.

32.—Posting of Award.

A copy of this Award, if supplied by the Union, shall be posted by the employer in the kitchen or pantry of the employer's premises where it may be readily and easily seen by the employees.

33.—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 1st April, 1958 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 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 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 of or 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 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 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 determination 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 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, 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 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 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 offset 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 thereof 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.

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 6th day of May, 1960.

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

Filed at my office this 6th day of May, 1960.

(Sgd.) R. H. WILLEY,
Acting Clerk of the Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 31 of 1960.

(Registered 20th April, 1960.)

THIS agreement made in pursuance of the Industrial Arbitration Act, 1912-1952 this 20th day of April, 1960, between the West Australian Branch of the Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth (hereinafter called "the Union") of the one part, and Broome Freezing and Chilling Works Pty. Ltd. (hereinafter called "the Management") of the other part, witnesseth that, for the consideration hereinafter appearing, the parties mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Broome Meatworks Agreement.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Definitions.
6. General Conditions.
7. Preference.
8. Transfer.
9. Hours of Labour.
10. Meal Times.
11. Smokos.
12. Cribs.
13. Overtime.
14. Sunday and Holiday Work.
15. Holidays and Holiday Rates.
16. Annual Leave.
17. Sick Leave.
18. Travelling.
19. Guarantee.
20. Waiting Time.
21. Waiting Time Allowances.
22. Basic Wage Adjustment.
23. Rates and Conditions.
24. First Aid.

3.—Area and Scope.

This agreement shall apply in respect of the rates of wages and conditions at the Broome Freezing and Chillings Works Pty. Ltd.

4.—Term.

This Agreement shall operate for a period of twelve (12) months from the date hereof.

5.—Definitions.

In this Agreement, unless the context otherwise indicates, the following terms have the meaning respectively set out against them, that is to say:—

- (a) "Week days"—Mondays, Tuesdays, Wednesdays, Thursdays and Fridays.
- (b) "A week" shall mean Monday to Friday inclusive.
- (c) "A day's work" shall mean eight hours on week days, Monday to Friday.
- (d) "Shift work" shall mean work done in time preceding, during and following ordinary working hours by separate relays of employees.
- (e) "Mutually agreed" or "mutual arrangement" implies agreed between the management of the works and the union or its representatives, in writing.

6.—General Conditions.

(a) Clauses under this heading are to be operative except where otherwise provided herein.

(b) Any worker carrying out work classified at a higher rate than the rate pertaining to his recognised task, shall be paid for that day at the highest rate of such tasks.

(c) Wages shall be paid weekly in cash on Wednesday afternoon at "smoko."

(d) The management shall give the delegate reasonable notice of workers required to work overtime. The delegate shall be then responsible, on behalf of the Union, for supplying such workers.

Overtime shall be distributed on a roster system, but any employee shall have the right to forego his place on the roster providing he obtains a suitable replacement for the period of time required by the management in excess of ordinary hours. The application of this provision, however, will not affect the normal operation of the roster in ordered sequence. In all cases of overtime sufficient men for the work required, must be supplied.

(e) Employees shall be provided with accommodation in the quarters erected for that purpose, including stretcher, mattress and pillow.

(f) Each employee who boards at the works canteen shall have an amount equivalent to 27 per cent. of the basic wage for the Goldfields Areas and all other portions of the State, exclusive of the South West Land Division, deducted from his wages weekly.

(g) All delegates shall be officially recognised by the management, one of whom shall be the senior works delegate who will be responsible for negotiating with the management, in the matter of complaints of departmental delegates, and in his absence, by a deputy works delegate.

(h) Shifts of eight hours may be worked in departments where operations are continuous of where they require attention for more than 12 hours in the 24.

(i) Except as provided in this clause, shift workers (other than engine room employees) shall be entitled to the prescribed overtime rates for the work done during Sundays and holidays, anything to the contrary notwithstanding shift workers shall only be entitled to rate and a half any time worked in excess of eight hours per shift, but in any case where such excess is caused through sickness, non-arrival, or late arrival of relieving shiftman, or in connection with the change-over or rotation of shifts ordinary rates shall apply.

(j) Notwithstanding that the rates of pay are set forth on a weekly basis, there shall be no obligation on the part of the management or the employees to give a week's notice or any other notice to determine the employment, the position being in this respect the same as if the employee was employed at a daily wage.

(k) Fertiliser workers shall be entitled to share in overtime in other departments in accordance with subclause (d) hereof.

(l) Rubber boots, gloves, overalls, shall be supplied by the management to all workers who require them by the nature of their work, the same shall be replaced when required.

7.—Preference.

(a) Preference of employment in respect of tasks for which rates of wages are specified in this agreement shall be given to members of the union who are parties to this agreement provided they are competent workmen for the task for which they are selected and do their work to the satisfaction of the management.

(b) Subject to preference to members of the Union who are a party to this agreement, the management shall have the right—(a) to elect employees with due regard to their qualifications for their respective tasks; (b) to allot to employees their respective tasks; to dispense with the services of any employee for incompetence, drunkenness, misconduct.

(c) In the event of the work of an employee being unsatisfactory at the task to which he had been transferred, the management shall have the right to place such employees on waiting time in accordance with clause 21 (b).

(d) Employees engaged in Perth shall be selected from the lists supplied by the Union.

8.—Transfer.

The management may transfer employees from one department to another. In this case the rates payable shall be those specified for the task performed subject to Clause 6 (b) of General Conditions. In the case of alleged unreasonableness, the delegates with the senior works delegate can negotiate with the management.

9.—Hours of Labour.

Except where otherwise provided, forty (40) hours shall constitute an ordinary week's work, divided into five (5) working days, Monday to Fridays inclusive, of eight (8) hours each day.

Except in the case of shift workers or slaughter floor employees, or otherwise mutually agreed upon, ordinary starting time shall be 7.30 a.m. and ordinary ceasing time 4.30 p.m.

Except where otherwise provided herein, "ordinary working hours" shall comprise the hours between the ordinary starting time on any day between the ordinary starting time on any day and the ordinary ceasing time, excepting meal time and smokos, except in any case of alteration by mutual agreement.

Except in the case of shift workers and slaughter floor employees, "outside ordinary working hours" on any day means between midnight and ordinary starting time, and/or between ceasing time and midnight; also meal hours and smokos.

10.—Meal Times.

(a) Except in the case of shift workers and slaughter floor employees or otherwise mutually agreed, meal time shall be:—

6.30 a.m. to 7.30 a.m.
11.30 a.m. to 12.30 p.m.
4.30 p.m. to 5.30 p.m.
11 p.m. to 12 midnight.

(b) When loading out, meal times shall be in accordance with the schedule of the vessel's meal times, but may be given within one hour either before or after such meal times.

(c) This clause shall not apply to engine and boiler room shift workers.

11.—Smokos.

(a) Except as provided in Clause 23, or otherwise mutually agreed, smokos of fifteen minutes each shall be allowed and paid for as working time as follows:—

9.30 a.m. to 9.45 a.m.
2.30 p.m. to 2.45 p.m.

and one smoko after every two hours' continuous work done outside ordinary working hours. Provided further that employees in the cold storage department who are working in temperature not above 20 degrees Fahrenheit shall be allowed four periods of 10 minutes each day in addition to the recognised smokos. This clause shall not apply to engine and boiler room shift workers.

(b) For employees when loading out the smokos shall unless otherwise mutually agreed, be:—

9.00 a.m. to 9.15 a.m.
2.00 p.m. to 2.15 p.m.
7.00 p.m. to 7.15 p.m.
9.00 p.m. to 9.20 p.m.
2.00 a.m. to 2.15 a.m.
4.00 a.m. to 4.20 a.m.

(c) When reasonably required by the Management, owing to exigencies of work, employees shall forego their smoko until a convenient time.

12.—Crib.

(a) Employees engaged unloading and discharging steamers will be supplied with cribs, as follows:—

One crib at second smoko after commencing work after tea.
One crib at second smoko after commencing work at 12.00 midnight.

(b) Shift workers engaged on 4 p.m. to midnight and midnight to 8 a.m. shifts will be supplied with one crib during their shift.

13.—Overtime.

(a) Overtime rates shall be paid—

- (i) for all time worked within one and a half (1½) hours before the usual starting time, time and one half.
- (ii) for all time worked after the usual ceasing time and before midnight, time and one half for the first four (4) hours and thereafter double time.

(iii) for all time worked between midnight and the usual starting time, double ordinary rates. Provided that if work commences within one and a half (1½) hours of the usual starting time, payment shall be made in accordance with sub-clause (i) hereof.

(b) During meal hours and smokos except as provided in Clause 11 (c) double ordinary rates.

(c) Except as provided in Clause 14 and subject to any mutual arrangement employees called back to work after the meal time following ordinary ceasing time or required for overtime on Saturday, shall be provided with a minimum period of two (2) hours work, or shall be entitled to payment for such.

(d) Employees doing preparatory and/or finishing work shall be provided with a minimum period of one half hours work or shall be entitled to payment for such.

14.—Sunday and Holiday Work.

Employees called out to work on Sundays and holidays shall be provided with a minimum of four (4) hours work at holiday rates or shall be entitled to payment for such.

15.—Holidays and Holiday Rates.

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

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

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

(d) Payment for holidays shall be at the rate pertaining to each employee's task.

(e) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the working day immediately preceeding 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.

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

16.—Annual Leave.

(a) Except as hereinafter 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 12 months' continuous service with such employer.

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

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

Provided that no deduction shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds three (3) calendar months, in which case deduction may be made for such excess only.

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

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

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

(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 worker at work during the close-down period as may be essential.

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

(h) "ordinary wages" for the purpose of sub-clause (a) hereof shall mean the average rate of wage the worker has received over the period of his employment in respect of his ordinary hours of work.

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

17.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one twelfth (1/12th) of a weeks pay for each completed month of service.

(b) The liability of the employer shall in no case exceed one (1) weeks wages during each calendar year, January 1st to December 31st 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 available of in the next or any succeeding year.

(c) 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.

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

(e) 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 consecutive working days or more.

(f) No payment shall be made for any absence due to the workers own fault, neglect or misconduct.

18.—Travelling.

Each employee (excepting those engaged at Broome) shall be entitled to:—

(a) passage from place of engagement to Broome and travelling time allowance.

(b) passage (and travelling time allowance) by first available steamer or plane at discretion of management from Broome to

place of engagement after termination of work in his department, or when his services are not further required by the management. Provided that his duties have been performed to the satisfaction of the management.

Travelling time allowance referred herein shall be at the rate of 17s. 6d. per day.

Should any man decide to leave before the completion of the season's operations in his department as determined by the management, the obligation of the management to provide him with his passage back to Perth ceases, subject to Clause 19 (b).

Whilst the management agrees to provide transport to and from Broome for employees engaged in Perth, it is agreed that any man who leaves or is dismissed under Clause 7 (b) before the end of a twelve week's period from arrival at Broome shall not be entitled to the payment of his fare to Broome and any wages due to him shall be retained as part payment and the balance will be legally recoverable.

19.—Guarantee.

(a) Subject to Clause 7 (c) a guarantee of 16 weeks' work from the date of commencement of slaughtering is given to each employee brought from Perth or Fremantle. The rates applicable under this guarantee shall be the rates for the respective tasks allotted.

(b) Every employee shall be engaged on the express condition that he will perform at least 16 weeks' work from such date of commencement and at the rates for the respective tasks allotted to him, and will continue to work for such additional period as in the opinion of the management is necessary to fulfill the season's operations.

This subclause shall be deemed to have been complied with after four (4) weeks, from the last day of killing, has elapsed.

20.—Waiting Time.

The date of commencement of slaughtering shall be determined by the management, but one clear day (not including the day of arrival) shall elapse between the date of arrival of seasonal operatives and the date of commencement of slaughtering operations.

Waiting time allowance defined in Clause 21 (a) shall not be payable on the day of arrival or the day after arrival of seasonal operatives.

All employees, including seasonal operatives, shall, if so required by the management, do any work other than slaughtering available between the date of arrival of seasonal operatives and the date fixed for the commencement of slaughtering under this clause. Work performed shall be paid for at the rate pertaining to the task performed.

For the purpose of this clause, seasonal operatives, shall be defined as those Australasian Meat Industry Employees who customarily reach Broome by the plane or boat immediately preceding the commencement of killing operations.

21.—Waiting Time Allowances.

(a) When no employment is available for an employee at his usual task such employee shall if so required by the management do any other work available and be paid whichever rate shall be the highest, for the task performed or the workers recognised usual task.

(b) If for any reason including a breakdown of the employer's machinery no employment is available to an employee, waiting time allowance of half his recognised task rate shall be paid for such waiting time, in which case the minimum rate shall not apply to the period of such waiting time, provided that the first thirty (30) minutes of such waiting time shall not be counted but any delays in excess of thirty (30) minutes shall be calculated from the commencement of the initial delay.

22.—Basic Wage Adjustment.

All wages in this Agreement are calculated on a basic wage of £13 17s. 4d. per week for males and £10 8s. 0d. per week for females.

23.—Rates and Conditions.

The slaughter floor gang shall consist of three (3) slaughtermen, 1 bleeder, 1 sawman, 1 smallgoodsman, three (3) knifemen, and tally shall be sixty (60) bullocks per day, Monday to Friday.

All cattle treated in excess of sixty (60) and up to eighty (80) per day, shall be paid for at rate and a quarter and for all cattle treated in excess of eighty (80) per day shall be paid for at the rate and a half.

Cattle treated on Saturday shall be paid for at rate and a half for forty (40) and double rates for all cattle in excess of forty (40).

All cattle treated on Sundays and holidays shall be paid for at double rates.

All bulls and genuine stags shall be paid for at double rates provided that other animals classified as bulls by Meat Inspector shall be paid for at rate and a half. "Genuine Stag" means a fully grown animal that exhibits characteristics of a bull, including a definite neck crest.

Double rates to be paid to contract slaughtering gang for all cattle condemned by the Commonwealth Veterinary Officer for the following causes:— Tuberculosis, Cancer, Ulcer, Tumour or Gangrene.

Cutting up of condemned bodies shall be paid at the rate of 3/- per body, such payment to be divided equally between the slaughter floor knifemen and the tallow department labourers, so engaged.

The rates of wages shall be:—

(a) Slaughter floor rates (based on a minimum tally of 300 per week):—

Rate per bullock 16s. 2.8033d.

	No.	Rate		Minimum	
		Per Head	Per Week	Per Week	Per Week
		£	s.	d.	
Slaughtermen	3	25.88d.	32	7	0
Bleeder	1	20.76d.	25	19	0
Sawman	1	20.76d.	25	19	0
Smallgoodsman	1	20.0433d.	25	1	1
Knifeman	3	18.55d.	23	3	4

(b) Hide Department.

Hide Man	1	21.99d.	27	9	9
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All hides treated in excess of sixty (60) and up to eighty (80) per day shall be paid for at rate and a quarter and for all hides treated in excess of eighty (80) per day shall be paid for at rate and a half.

Subject to Clause 13 the work of preparing hides for shipment shall be paid at the rate of 9s. 10.3d. per hour.

(c) Tallow Dept.

		£	s.	d.
Leading hand	....	19	16	10
Labourer	....	18	4	4

(d) Freezer Dept.

Leading hand	21	3	10
Freezer hand	19	14	4

(e) Boning Dept.

Boner	25	8	7
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The following daily tally or the equivalent thereof per boner shall be:—

Beef — 32 quarters at 2s. 8.125d. per quarter.

The minimum weekly wage of £25 8s. 7d. being equal to 36 quarters per day, with all quarters in excess of the daily tally of 32 quarters being at the rate of 4s. 0.1875d per quarter.

For the purpose of computing the daily tally the following equivalents shall apply:—

One hind quarter shall equal one quarter of beef.

One forequarter shall equal one quarter of beef.

Five briskets shall equal one quarter of beef.

- Three rumps and loins shall equal two quarters of beef.
- Fifteen shins shall equal one quarter of beef.
- Two necks and blades shall equal one quarter of beef.
- Two ribs and two briskets shall equal one quarter of beef.
- Three crops 70 lb. and under shall equal two quarters of beef.
- Three crops 71 lb. to 105 lb. shall equal 2½ quarters of beef.
- One crop over 105 lb. shall equal one quarter of beef.
- Three shoulders shall equal two quarters of beef.
- Three chucks and blades shall equal two quarters of beef.
- Five butts shall equal two quarters of beef.
- Seven briskets with shin attached shall equal two quarters of beef.
- Three butts and rumps shall equal two quarters of beef.

Bulls and genuine stags shall be paid for at double rates provided that other animals classified as bulls by Meat Inspector shall be paid for at rate and a half.

The maximum number of quarters for any day shall not exceed 48 per Boner.

All work done in excess of the daily tally Monday to Friday shall be paid for at rate and a half.

The work of boners, when required to cut up, trim as necessary and inspect beef boned by tally boners for the American pack, shall be assessed at the rate of 4½ quarters per hour and be added to the number of quarters boned and the earnings so calculated, shall be equally divided between the boners so engaged provided that such boning operations, including cutting up, trimming and inspecting shall be performed by the boners on a strictly rostered basis.

Work done on Saturdays shall be paid for at rate and a half for sixteen (16) quarters and double rates for all quarters in excess of sixteen (16).

All work done on Sundays and Holidays shall be paid for at double rates.

(f) Bag Room Dept.	£	s.	d.
Female in charge employed making hessian and stockinet bags	15	0	0
All other females	13	8	0

All wages shown are subject to Basic Wage adjustment.

24.—First Aid.

It shall be obligatory upon the employer to keep at the works a First Aid Kit fully stocked in accordance with the provisions of Schedule 2 attached hereto, for the use of the workers.

Schedule 2.

No. 1.—5 Employees.

- 6 dressings for fingers.
- 3 dressings for hands and feet.
- 3 large dressings.
- 1 tube Ungvita.
- 12 roller bandages (large and small).
- 2 oz. Iodine.
- 2 oz. Sal Volatile.
- 3 triangular bandages.
- 1 packet safety pins.
- Adhesive tape (1 x 2½ yds.).
- Eye drops and brush.
- Kidney dish (8 ins.).
- Medicine glass.
- Zans A.P.C. (24).

} All sterilized.

Nos. 2 and 3.—10 to 20 Employees.

- 12 dressings for fingers.
- 6 large dressings for hands and feet.
- 6 large dressings.
- 1 tube Ungvita.
- 24 roller bandages (large and small).
- 12 pkt. cotton wool (½ oz.).
- 4 oz. Iodine.
- 4 oz. Sal Volatile.
- 6 triangular bandages.
- 1 packet safety pins.
- Adhesive tape (2 x 2½ yds.).
- Eye drops and brush.
- Medicine glass.
- Zans A.P.C. (24).

} All sterilized.

No. 4.—50 to 100 Employees.

- 2 doz. dressings for fingers.
- 1 doz. dressings for hands and feet.
- 1 doz. large dressings.
- 3 doz. roller bandages (large and small).
- 2 tubes Ungvita.
- 4 oz. bi-carbonate of soda.
- 24 packets cotton wool (½ oz.).
- Eye drops and brush (camel hair).
- Zans A.P.C. (50).
- 8 oz. Sal Volatile.
- 2 Tourniquets.
- 1 doz. roller bandages (2 in.).
- 1 doz. triangular bandages.
- 2 packets safety pins.
- Kidney dish (10 ins.).
- Medicine glass.
- Adhesive tape (4 x 2½ yds.).

} All sterilized.

These scales of equipment have been laid down by Mr. Brier, Secretary St. John Ambulance Association and approved by Dr. Holland.

In witness whereof the parties have hereunto set their hands the day and year first hereinbefore mentioned:

Signed for and on behalf of the West Australian Branch of The Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, in the presence of:—

J. W. BAKER.

J. R. Flanagan.

Signed for and on behalf of Broome Freezing and Chilling Works, Pty. Ltd., in the presence of:—

D. T. FARRELL.

W. Crocker.

INDUSTRIAL AGREEMENT.

No. 40 of 1960.

(Registered—1st June, 1960.)

THIS Agreement made in pursuance of the Industrial Arbitration Act 1912-1952 this 11th day of May, 1960, between the Swan Brewery Company Limited; the Emu Brewery Limited; and the West Australian Glass Manufacturers Limited; and Union Maltings Proprietary Limited, all of Perth and Fremantle (hereinafter in these presents called "the employers") of the one part, and the Breweries and Bottle Yards Employees Industrial Union of Workers of Western Australia, of Perth, being an industrial union of workers registered under the provisions of the Industrial Arbitration Act, 1912-1952 (hereinafter in these presents called "the Union") of the other part whereby it is mutually agreed by and between the parties hereto that the several stipulations, conditions and provisions set out herein shall, in all cases, be binding upon and shall be faithfully and promptly carried out, observed, performed and complied with according to the true intent and meaning thereof by the parties hereto and that it is also hereby mutually agreed by and between the parties hereto that this Agreement shall apply to the whole of the employees embraced in the Schedule herein contained.

1.—Interpretation.

For the purpose of this Agreement—

- (a) "Casual hand" shall mean any person who is not employed continually for more than 40 ordinary working hours 7.30 a.m. to 5.30 p.m.
- (b) "Cylinder man" whenever used in this Agreement shall mean a worker who is generally employed at a majority of the undermentioned occupations, namely, filling, preparing, carbonating and racking beer from a chilling cylinder, but shall not mean any employee who is casually employed in any of the lastmentioned processes.
- (c) "Bottle-washer" shall mean any person employed washing bottles by hand or machinery.
- (d) "Fireman" shall mean a person employed in a stokehold attending a steam boiler or gas-producing plant.
- (e) "Night-cellarman and night-maltsters" shall apply only to cellarman and maltsters who are employed on night duties.
- (f) "Leading hands" are employees who are in charge of and responsible for the work of others.
- (g) "Month" shall mean calendar month.

2.—Wages.

The parties to this Agreement mutually agree that the minimum rate of wages that shall be paid by the employers respectively to the persons employed by such employers in the capacities undermentioned is as follows:—

	£	s.	d.
Basic Wage.—Within a radius of 15 miles from the G.P.O., Perth:			
From the commencement of the term hereof to the 1st May, 1960	14	1	6
From the 2nd May, 1960	14	6	4
			Margin over Basic Wage
Classification:			Per Week.
			£ s. d.
Leading Hands	4	7	0
Motor Lorry Driver and Fork Lift Driver	4	0	9
Cylindermen	3	7	9
Cellarman (including 5s. per week for working in cold rooms or cellars with a temperature of less than 45 deg. Fah.)	3	7	9
Topmen	3	7	9
Cask Pitchers	3	5	3
Firemen	3	5	3
All other adult workers employed in or about a brewery bottling works malt house or bottle yard	3	1	6

Cold Cellars.—Workers in cold rooms or cellars with a temperature of less than 45 deg. Fah. (excluding cellarman) shall be paid 5s. per week in addition to the minimum rate.

Boiler Cleaning (which shall include scraping, cleaning and painting cylinders).—For all time which they may be employed at this class of work, workers shall be entitled to be paid at the rate of one shilling (1s.) per hour in addition to the rates prescribed herein for their ordinary classification.

Ammonia Coils.—For all time which they may be employed chipping, cleaning, scraping or painting ammonia coils workers shall be entitled to be paid at the rate of one shilling (1s.) per hour in addition to the rates prescribed herein for their ordinary classification, and whilst so engaged shall be supplied free with goggles, pullovers and respirators and allowed reasonable time before the end of each shift to cleanse themselves.

Coal Handling.—Workers employed on breaking, crushing and handling coal in bunkers or bins shall, for all time whilst so engaged be entitled to be paid at the rate of 6d. per hour in addition to the rates prescribed herein for their ordinary classification.

Boots.—The employers agree to supply boots to those workers employed at bottle washing on the tanks at the tubs at the filters, at the cask-washing shed and at the bottlers, to be worn during working hours, same to be supplied free of cost by the employers.

Oilers and Aprons.—The employers agree to provide oilskin coats and leather aprons for carters, to be used whilst the employers' work is being done only.

Overalls.—The employers will provide overalls for those employees engaged in cleaning boilers or economizers whilst so engaged. The overalls will remain the property of the employers and will be retained after completion of the tasks. They will then be cleaned for future re-issue and use for the same purposes.

In the case of the employers the Swan Brewery Company Limited, the Emu Brewery Limited and West Australian Glass Manufacturers Limited the abovementioned minimum rate of wages shall be deemed to have been payable by such employers in respect of all time worked on and after the sixteenth day of December, One thousand nine hundred and fifty nine and in the case of the employer Union Maltings Proprietary Limited such minimum rate of wages shall be deemed to have been payable by it in respect of all time worked on and after the twenty-first day of December, One thousand nine hundred and fifty nine.

3.—Hours.

Forty hours shall constitute an ordinary week's work for all workers. Such hours shall (except as to shift workers) be worked on the following basis:—

- (a) All workers other than those mentioned in sub-clauses (b) and (c) hereunder—Five-day week, Mondays to Fridays inclusive, 8 hours per day, to be worked within a spread of hours of 7.30 a.m. to 5.30 p.m. with one hour for lunch.
- (b) Firemen.—Five-day week, Mondays to Fridays inclusive, 8 hours per day, starting time not before 5.0 a.m. on any day. The employer may require any fireman to start work at any time after 5.0 a.m.
- (c) Night Cellarman and Night Maltsters.—Five-day week, Mondays to Fridays, inclusive, 8 hours per day, starting time not before 4.30 p.m. nor after 2.0 a.m. on any ordinary working day.

4.—Shift Work.

- (a) Workers may be employed:—
 - (i) On "regular shift work" that is in regular rotation from week to week on two or three shifts spread over 16 or 24 hours respectively day shift to be worked from 7.30 a.m. to not later than 3.30 p.m., afternoon shift from 3.30 p.m. to not later than 11.30 p.m. and night shift from 11.30 p.m. to not later than 7.30 a.m.
 - (ii) On "casual shift work" that is on one weekly shift only worked in any department, casual, day, afternoon, and night shifts to start and finish at the times respectively referred to in the preceding paragraph.

(b) In the case of both regular and casual shift work the first shift of the week will begin on Sunday at 11.30 p.m. and the last shift of the week shall finish at 11.30 p.m. on Friday. Duty Rosters shall be posted on Friday in each week and shall show the starting and finishing times of each worker during each week. Particulars relating to starting and finishing times shall be rigidly adhered to.

(c) The provisions contained in the previous sub-clauses of this clause may be varied by mutual agreement between any employer and the Union.

(d) All workers employed on regular afternoon and night shift work shall be paid an allowance equal to 10 per cent of their ordinary weekly rate of pay.

(e) All workers employed on casual night shift work shall be paid an allowance equal to 12½ per cent. of their ordinary weekly rate of pay.

(f) A crib time of 30 minutes shall be allowed to all workers whether on regular or casual shift. Crib time shall be included in the working time.

(g) The additional allowances mentioned in sub-clauses (d) and (e) hereof shall be taken into consideration in calculating overtime rate for any overtime for work done beyond eight hours per day on Mondays to Fridays inclusive. Except as aforesaid the above allowances shall not be included for the purpose of calculating any other penalty rates under this Agreement.

5.—Overtime.

(a) The following overtime shall be paid for at the rate of time and a half:—

All time up to four hours worked:—

- (i) Over eight hours per day on Mondays to Fridays inclusive.
- (ii) Outside the starting and finishing time mentioned in clause 3 (a) and before the starting time of 5 a.m. and 4.30 p.m. mentioned in clauses 3 (b) and (c), respectively.
- (iii) In the case of shift workers outside rostered starting and finishing times.
- (iv) On Saturday.

(b) All adult workers employed in or about a brewery bottling works, malt house or bottle yard and engaged in the process of manufacture, preparation for distribution, and distribution of the products, if called upon to work on a Saturday or Sunday shall be guaranteed a minimum of four (4) hours pay and any other workers not so engaged shall be guaranteed a minimum of two (2) hours pay.

(c) All overtime in excess of four hours worked during the periods referred to in sub-clause (a) shall be paid for at the rate of double time.

(d) Subject to any alteration by mutual arrangement, all workers on day work engaged in or about a brewery or bottling works shall, if required to work more than one hour's overtime after the usual finishing time, be entitled to knock off for one hour after the usual finishing time for refreshments in which event, if notice of overtime has not been given at least 24 hours previously, tea money shall be paid at the rate of six shillings (6s.) but where food is provided by the Employer, tea money shall be reduced by the cost of the food provided. If notice of overtime has been given at least 24 hours previously, tea money shall be paid at the rate of four shillings (4s.) and where food is provided by the Employer, tea money shall be reduced by the cost of the food provided.

6.—Lunch Intervals.

The lunch intervals of 60 minutes shall be taken between 12 o'clock noon and 1 p.m. or between 1 p.m. and 2 p.m.

7.—Smoke-O.

Ten minutes shall be allowed at 10 o'clock a.m. and again at 3 o'clock p.m. This concession however does not apply to men working on shifts.

8.—Casual Hands.

Casual hands shall be paid by the hour at the rate of ordinary pay plus five shillings (5s.) per day.

9.—Record.

Each employer shall keep a record of the name of each worker (except stablemen), the time he starts and finishes each day, total number of hours worked, overtime worked and wages paid to each worker, and such record shall be open to the inspection of the Secretary or any other person appointed by the Union during working hours. Each worker shall sign the record kept for all moneys received by him.

10.—Sundays.

All work performed by workers in any department on Sunday and Easter Saturday shall be paid for at the rate of double time. All workers required

to work on Sundays shall be allowed one Sunday off per fortnight; provided that the employer may, in an emergency, require such workers to work on consecutive Sundays.

11.—Holidays.

All employees called upon to work in any department on the undermentioned holidays shall be paid one (1) day's pay for the holiday and in addition shall receive the following rates of pay on an hourly basis. All holiday shifts shall rotate.

- (a) One and one half (1½) times the ordinary rate of pay with a minimum of four (4) hours pay.
- (b) Twice (2) the ordinary rate of pay for all time worked in excess of four (4) hours.

The days to be observed as holidays according to the provisions of this Agreement are Christmas Day, Boxing Day, New Year's Day, Anniversary Day (in January), Annual Picnic Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day (in June), Show Day, and Sovereign's Birthday. In case any of the above holidays falls on a Saturday or a Sunday the following Monday shall be observed in lieu thereof.

12.—Annual Leave.

(a) An employer shall grant an employee who completes twelve (12) months' service three (3) week's annual leave; such leave to be taken at times to be mutually agreed upon between the employees and their respective employers. The annual leave shall be in addition to the holidays mentioned in clause 11 hereof.

An employer shall pay to an employee who has been continuously employed for more than one (1) month but less than three (3) months an amount equivalent to one and one quarter (1¼) day's pay in respect of each completed month of service; and to an employee who has been continuously employed for more than three (3) months an amount equivalent to two and one twelfth (2-1/12) day's pay in respect of each completed month of service. The said payments shall be made to an employee entitled thereto—

- (a) on the termination of his service if such termination occurs before he takes his annual leave; or
- (b) on the taking of his annual leave if he remains in the service of his employer.

An employer shall set aside and/or credit to an employee's account from time to time sufficient money to cover the said payments so that, unless the employee's services are terminated earlier there will be available for him at the time he takes his annual leave a sum equivalent to two (2) weeks' double pay and one (1) week's single pay and apart from paying the money so set aside an employer shall not be obliged to make any payments to an employee in respect of his annual leave or in respect of the period during which such leave is actually taken.

(b) It shall be a condition of every worker taking Annual Leave that he—

- (i) Shall not under any circumstances be engaged in any gainful employment while on such leave.
- (ii) Shall return to the active service of the employer forthwith at the expiration of leave.
- (iii) Shall not draw any sick or accident pay simultaneously with Annual Leave.

A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits.

A breach of condition (ii) (except as on the grounds of illness necessitating retirement or additional leave on the advice of a medical officer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

13.—Bonus.

The employer shall pay to an employee receiving wages under this Agreement a bonus equal to one fifty-second part of each week's pay. The employer's liability shall become absolute at the end of each week of an employee's service. The said bonus shall be accumulated by the employer and held on behalf of and paid to the employee entitled thereto in the last week of December in each year or on the earlier termination of his service.

14.—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. Provided, however, that where a worker has received long service leave under previous agreements on the basis of 13 weeks' leave after 25 years' service, he shall be entitled to a further six and one half (6½) weeks' leave on the completion of each 10 years' continuous service after the date he first qualified for long service leave.

(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 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 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 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;

(c) 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 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;

(e) Any termination of the employment of the worker 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;

(f) 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.

(g) Any reasonable absence of the worker on legitimate Union business in respect of which he has requested and been refused leave.

(h) 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) Subject to sub-clause b (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 of 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 a Board of Reference, of such a nature as to justify such termination.

the amount of 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 Agreement;
 - (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 as may be agreed between the employer and the worker or in the absence of such agreement at such time as may be determined by a 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 a 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) where a worker is beyond 60 years of age at the time he becomes eligible for long service leave he shall have the option of taking actual leave under this scheme or of receiving payment in lieu thereof on retirement. Such option shall be exercised in writing addressed to the employer at the time of becoming eligible for long service leave;
- (d) the employer shall have the right in cases of emergency to recall any worker from long service leave, in which case the unexpired leave shall be made up on some mutually convenient date;
- (e) any leave shall be exclusive of any public holidays or Annual Leave specified in this Agreement occurring during the period when the leave is taken.
- (f) 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;
- (g) it shall be a condition of every worker's taking long service leave that he (or she)—
 - (i) shall not under any circumstances be engaged in any gainful employment while on such leave;
 - (ii) shall return to the active service of the employer forthwith at the expiration of the leave; and
 - (iii) shall not draw any sick or accident pay simultaneously with long service leave pay.

A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance, or other similar payments or benefits. A breach of condition (ii) above (except as on the grounds of illness necessitating retirement or additional leave on the advice of a Medical Officer appointed by the employer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

- (h) In order to avoid confusion and embarrassment workers whilst on long service leave shall not, without the prior permission of the officer in

charge of the particular establishment, visit any of the premises of the employer except for the purpose of collecting pay or transacting genuine business with the employer's officers. Social visits shall not be indulged in. "Establishment" means any brewery, cooperage, or workshop, but does not include hotels or annual picnics or sports or usual weekly competitive sporting activities.

- (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 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) Subject to sub-clause b (2) 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.

(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 Agreement with respect to the Time and Wages Record.

(h) Board of Reference.—In the event of any disputes arising on any matters herein the matter shall be referred to a Board of Reference appointed by the parties to this Agreement and the Board shall determine all such disputes.

15.—Under-Rate Workers.

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

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

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

16.—Engagement.

The engagement between employer and worker, except casual hands, shall be weekly and may be terminated by a week's notice from either party, except in the case of the worker absenting himself without leave, not obeying lawful commands, or being guilty of other misconduct, or of the works of the employer being stopped, through fire or tempest, when such engagement may be terminated immediately.

17.—Absence Through Sickness.

(a) A worker who is unable through sickness or accident to attend his duties, shall notify the employer not later than 10 a.m. on the day he first absents himself from duty.

(b) A worker shall be entitled to sick pay in respect of any period of absence on account of sickness after the 1st day of January, 1948 on the basis of one half day's pay for each completed month served with the employer between the said 1st day of January, 1948, and the date of the commencement of such absence provided that, in calculating the amount due to a worker in respect of any particular period of absence through sickness, there shall be deducted therefrom any sum or sums previously paid to him hereunder.

(c) The term "sickness" shall not include any case where the worker is entitled to compensation under the Workers' Compensation Act.

(d) No worker shall be entitled to the benefits of this clause unless he produces proof of his sickness satisfactory to the employer. This proof shall be in the form of a medical certificate if the absence is for three days or more. The employer shall have the right at any time to have the worker examined by a doctor on behalf of the employer.

(e) Except as aforesaid, a worker shall not be entitled to payment for time lost through sickness or accident.

18.—Contractors.

All work of any employee in the capacity as mentioned in this Agreement in or about a brewery or bottling works or in connection with the business of brewing or bottling beer shall be carried out departmentally by bona fide brewery employees engaged and paid direct by the brewery proprietors and not by agents or contractors. This clause shall not apply to contractors erecting, repairing or making alterations to buildings or machinery or to carriers being engaged for the delivery of goods other than beer as has been the practice or custom prior to this date. But when contractors are employed delivering beer the brewery company shall undertake to see that, whilst employed on such work, the contractors pay to both the drivers and offsidiers the same wages and work under the same conditions as is provided in this Agreement.

19.—Area.

This Agreement shall apply to the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

20.—Term.

This Agreement shall be for a term commencing on the 18th day of December, One thousand nine hundred and fifty nine and expiring on the 30th day of June, One thousand nine hundred and sixty one.

As witness whereof the above parties have executed these presents the day and year first hereinbefore mentioned.

Signed for and on behalf of
the Swan Brewery Company
Limited in the presence
of—

J. P. Stevens.

P. JOHNSON.

Signed for and on behalf of
Emu Brewery Limited in
the presence of—

P. Johnson.

J. P. STEVENS.

Signed for and on behalf of
the West Australian Glass
Manufacturers Limited in
the presence of—

J. Loftus.

D. BUCHANAN.

Signed for and on behalf of
Union Maltings Proprietary
Limited in the presence
of—

J. Loftus.

E. L. BARRETT.

The Common Seal of the
Breweries and Bottle Yards
Employees' Industrial Union
of Workers of Western Australia
was hereunto affixed
in the presence of—

[L.S.]

F. R. BENNETT,
President.

D. W. COOLEY,
Secretary.

2.—Wages.

(a) The parties to this Agreement mutually agree that the minimum rate of wages that shall be paid by the employers respectively to the persons employed by such employers in the capacities undermentioned is as follows:—

	Per Week.		
	£	s.	d.
(i) Basic Wage.—Within a radius of 15 miles from the G.P.O., Perth:			
From the commencement of the term hereof to the 1st May, 1960	14	1	6
From the 2nd May, 1960	14	6	4
	Margin Over Basic Wage Per Week of 40 Hours.		
(ii) Adult Males—			
Engine-drivers	£	s.	d.
Firemen	4	6	6
	3	9	10

(b) Engine-drivers or firemen who shall be employed on boiler cleaning work, cleaning inside of pasteuriser, or bottle soaker shall receive payment at the rate of one shilling (1s.) per hour for all time so employed in addition to his ordinary or overtime rate of pay.

3.—Hours.

(a) Forty hours, consisting of eight hours per day from Monday to Fridays inclusive, shall constitute a week's work for engine-drivers and firemen who shall commence work not before 5 a.m. on any day, and the employer may require any engine-driver or fireman to start work at any time after that time. Where one shift only is worked such shift shall begin not later than 8 a.m. Any alteration to the working hours shall be by mutual arrangement.

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

4.—Shift Work.

(a) Workers may be employed:—

(i) On "regular shift work" that is in regular rotation from week to week on two or three shifts spread over 16 or 24 hours respectively day shift to be worked from 7.30 a.m. to not later than 3.30 p.m., afternoon shift from 3.30 p.m. to not later than 11.30 p.m. and night shift from 11.30 p.m. to not later than 7.30 a.m.

(ii) On "Casual shift work" that is on one weekly shift only worked in any department, casual, day, afternoon and night shifts to start and finish at the times respectively referred to in the preceding paragraph.

(b) In the case of both regular and casual shift work the first shift of the week will begin on Sunday at 11.30 p.m. and the last shift of the week shall finish at 11.30 p.m. on Friday. Duty Rosters shall be posted on Friday in each week and shall show the starting and finishing times of each worker during each week. Particulars relating to starting and finishing times shall be rigidly adhered to.

(c) The provisions contained in the previous sub-clause of this clause may be varied by mutual agreement between any employer and the Union.

(d) All workers employed on regular afternoon and night shift work shall be paid an allowance equal to 10% of their ordinary weekly rate of pay.

(e) All workers employed on casual night shift work shall be paid an allowance equal to 12½% of their ordinary weekly rate of pay.

(f) The additional allowances mentioned in sub-clauses (d) and (e) hereof shall be taken into consideration in calculating overtime rate for any overtime for work done beyond 8 hours per day on Mondays to Fridays inclusive. Except as aforesaid the above allowances shall not be included for purpose of calculating any other penalty rates under this Agreement.

INDUSTRIAL AGREEMENT.

No. 41 of 1960.

(Registered 1st June, 1960.)

THIS Agreement made in pursuance of the Industrial Arbitration Act 1912-1952, this 11th day of May, 1960, between the Swan Brewery Company Limited and the Emu Brewery Company Limited both of Perth (hereinafter called "the Employers") of the one part and the Federated Engine Drivers' and Firemen's Union of Workers of Western Australia being an industrial union of workers registered under the provisions of the Industrial Arbitration Act, 1912-1952 (hereinafter called "the Union") of the other part whereby it is mutually agreed by and between the parties hereto that the several stipulations, conditions and provisions set out herein shall in all cases be binding upon and shall be faithfully and promptly carried out, observed, performed and complied with according to the true intent and meaning thereof by the parties hereto.

1.—Definitions.

For the purpose of this Agreement:—

- (a) "Engine-driver" shall mean and include a worker who operates or drives any engine or engines the motive power of which is either steam, gas, air, oil, water, compressed air or electricity.
- (b) "Fireman" shall mean a worker employed in a stokehole attending a steam boiler or suction gas generator over 6 h.p.

5.—Overtime.

(a) The following overtime shall be paid for at the rate of time and a half: All time up to 4 hours worked:

- (i) Over 8 hours per day on Mondays to Fridays inclusive.
- (ii) Before the starting time of 5 a.m. mentioned in Clause 3 (a).
- (iii) In the case of shift workers outside rostered starting and finishing times.
- (iv) On Saturday.

(b) All overtime in excess of four hours worked during the periods referred to in sub-clause (a) shall be paid for at the rate of double time.

(c) Subject to any alteration by mutual arrangement, all workers on day work engaged in or about a brewery or bottling works shall if required to work more than one hour's overtime, after the usual finishing time be entitled to knock off for one hour after the usual finishing time for refreshments in which event, if notice of overtime has not been given at least 24 hours previously, tea money shall be paid at the rate of six shillings (6s.) but where food is provided by the Employer, tea money shall be reduced by the cost of the food provided. If notice of overtime has been given at least 24 hours previously, tea money shall be paid at the rate of four shillings (4s.) and where food is provided by the employer, tea money shall be reduced by the cost of the food provided.

6.—Record.

Each employer shall keep a record of the name of each worker, the time he starts and finishes each day, total number of hours worked, overtime worked and wages paid to each worker, and such record shall be open to the inspection of the Secretary or any other person appointed by the Union during working hours. Each worker shall sign the record kept for all moneys received by him.

7.—Sundays.

All work performed on Sundays shall be paid for at the rate of double time.

8.—Holidays.

All employees called upon to work in any department on the undermentioned holidays shall be paid one (1) day's pay for the holiday and in addition shall receive the following rates of pay on an hourly basis. All holiday shifts shall rotate:—

- (a) One and one half (1½) times the ordinary rate of pay with a minimum of four (4) hours pay.
- (b) Twice (2) the ordinary rate of pay for all time worked in excess of four (4) hours.

The days to be observed as holidays according to the provisions of this Agreement are Christmas Day, Boxing Day, New Year's Day, Anniversary Day (in January), Annual Picnic Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day (in June), Show Day and Sovereign's birthday. In case any of the above holidays falls on a Saturday or a Sunday the following Monday shall be observed in lieu thereof.

9.—Annual Bonus.

The employer shall pay to an employee receiving wages under this Agreement a bonus equal to one fifty-second part of each weeks pay. The employer's liability shall become absolute at the end of each week of an employee's service. The said bonus shall be accumulated by the employer and held on behalf of and paid to the employee entitled thereto in the last week of December in each year or on the earlier termination of his service.

10.—Annual Leave.

(a) An employer shall grant an employee who completes twelve (12) months' service three (3) weeks' annual leave; such leave to be taken at times to be mutually agreed upon between the employees and their respective employers. The annual leave shall be in addition to the holidays mentioned in clause 11 hereof. An employer shall

pay to an employee who has been continuously employed for more than one (1) month but less than three (3) months an amount equivalent to one and one quarter (1¼) day's pay in respect of each completed month of service; and to an employee who has been continuously employed for more than three (3) months an amount equivalent to two and one-twelfth (2 1/12th) day's pay in respect of each completed month of service. The said payments shall be made to an employee entitled thereto—

- (a) On the termination of his service if such termination occurs before he takes his annual leave; or
- (b) on the taking of his annual leave if he remains in the service of his employer.

An employer shall set aside and/or credit to an employee's account from time to time sufficient money to cover the said payments so that unless that employee's service is terminated earlier there will be available for him at the time he takes his annual leave a sum equivalent to two (2) weeks' double pay and one (1) week's single pay and apart from paying the money so set aside an employer shall not be obliged to make any payments to an employee in respect of his annual leave or in respect of the period during which such leave is actually taken.

(b) It shall be a condition of every worker taking Annual Leave that he—

- (i) Shall not under any circumstances be engaged in any gainful employment while on such leave;
- (ii) shall return to the active service of the Employer forthwith at the expiration of leave; and
- (iii) shall not draw any sick or accident pay simultaneously with Annual Leave.

A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits. A breach of condition (ii) (except as on the grounds of illness necessitating retirement or additional leave on the advice of a medical officer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

11.—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. Provided, however, that where a worker has received long service leave under previous agreements on the basis of 13 weeks' leave after 25 years' service, he shall be entitled to a further six and one half (6½) weeks' leave on the completion of each 10 years' continuous service after the date he first qualified for long service leave.

- (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 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 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;
- (c) 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 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;
- (e) Any termination of the employment of the worker 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;
- (f) 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;
- (g) Any reasonable absence of the worker on legitimate Union business in respect of which he has required and been refused leave;
- (h) 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) Subject to sub-clause b (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 a 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 Agreement.
- (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—
- 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;
 - 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:
- In the case to which paragraph (2) of sub-clause (c) applies—
 - Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time as may be agreed between the employer and the worker or in the absence of such agreement at such time as may be determined by a Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.
 - Except where the time for taking leave is agreed to by the employer and the worker or determined by a 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.
 - Where a worker is beyond 60 years of age at the time he becomes eligible for long service leave he shall have the option of taking actual leave under this scheme or of receiving payment in lieu thereof on retirement. Such option shall be exercised in writing addressed to the employer at the time of becoming eligible for long service leave.
 - The employer shall have the right in cases of emergency to recall any worker from long service leave, in which case the unexpired leave shall be made up on some mutually convenient date.
 - Any leave shall be exclusive of any public holidays or Annual Leave specified in this Agreement occurring during the period when the leave is taken.
 - Payment shall be made in one of the following ways—
 - In full before the worker goes on leave;
 - 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
 - In any other way agreed between the employer and the worker.
 - In order to avoid confusion and embarrassment, workers whilst on long service leave shall not, without the prior permission of the Officer in charge of the particular establishment, visit any of the premises of the employer except for the purpose of collecting pay or transacting genuine business with the employer's officers. Social visits shall not be indulged in. "Establishment" means any brewery, co-operation, or workshop but does not include hotels or annual picnics or sports or usual weekly competitive Sporting Activities.
- (2) In case to which paragraph (3) or paragraph (4) 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:
- 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.
 - 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.
- (g) It shall be a condition of every worker taking long service leave that he (or she):—
- Shall not under any circumstances be engaged in any gainful employment while on such leave;
 - Shall return to the active service of the employer forthwith at the expiration of the leave; and
 - Shall not draw any sick or accident pay simultaneously with long service leave pay.
- A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits. A breach of condition (ii) above (except as on the grounds of illness necessitating retirement or additional leave on the advice of a Medical Officer appointed by the employer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

(3) Subject to sub-clause b (2) 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.

(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 Agreement with respect to the Time and Wages Record.

(h) Board of Reference.—In the event of any disputes arising on any matters herein the matter shall be referred to a Board of Reference appointed by the parties to this Agreement and the Board shall determine all such disputes.

12.—Engagement.

The engagement between the employer and the employee, except casual hands, shall be weekly, and may be terminated by a week's notice from either party, except in the case of the employee absenting himself without leave, not obeying lawful commands or being guilty of other misconduct or of the works of the employer being stopped through fire or tempest, when such agreement may be terminated immediately.

13.—Absence Through Sickness.

(a) An employee who is unable through sickness or accident to attend his duties, shall notify the employer not later than 10.00 a.m. on the day he first absents himself from duty.

(b) An employee shall be entitled to sick pay in respect of any period of absence on account of sickness after the 1st day of January, 1948, and on the basis of one half day's pay for each completed month served with the employer between the said 1st day of January, 1948, and the date of the commencement of such absence provided that in calculating the amount due to an employee in respect of any particular period of absence through sickness there shall be deducted therefrom any sum or sums previously paid to him hereunder.

(c) The term "sickness" shall not include any case where the employee is entitled to compensation under the Workers' Compensation Act.

(d) No employee shall be entitled to the benefits of this clause unless he produces proof of his sickness satisfactory to the employer. This proof shall be in the form of a medical certificate if the absence is for three days or more. The employer shall have the right at any time to have the employee examined by a doctor on behalf of the employer.

(e) Except as aforesaid an employee shall not be entitled to payment for time lost through sickness or accident.

14.—Area.

This Agreement shall apply to all employees engaged in the brewing industry as engine-drivers and firemen in the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

15.—Term of Agreement.

This Agreement shall be for a term of one year from the 16th day of December, 1959.

As witness the execution hereof on behalf of the respective breweries hereon the day and year first hereinbefore written.

Signed for and on behalf of
the Swan Brewery Company
Limited in the presence
of—

J. P. Stevens.

P. JOHNSON.

Signed for and on behalf of
the Emu Brewery Company
Limited in the presence
of—

P. Johnson.

J. P. STEVENS.

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

[L.S.]

R. A. BRANSON.
President.

D. E. MAGUIRE.
Secretary.

INDUSTRIAL AGREEMENT.

No. 36 of 1960.

(Registered 20th May, 1960.)

THIS Agreement made in pursuance of the "Industrial Arbitration Act, 1912-1952" this thirty first (31st) day of March, 1960, between The Sugar Refining Employees' Industrial Union of Workers Fremantle (hereinafter referred to as "the Union"), of the one part, and The Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company"), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with other as follows:—

1.—Title.

This Agreement shall be known as the Sugar Refinery Workers' Agreement.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definitions.
6. Hours.
7. Overtime.
8. Contract of Service.
9. Holidays.
10. Annual Leave.
11. Time and Wages Record.
12. Board of Reference.
13. Representative Interviewing Workers.
14. Recognition of Union—Notices.
15. Mixed Functions.
16. Aged and Infirm Workers.
17. Payment for Sickness.
18. Long Service Leave.
19. Wages and Allowances.

3.—Term.

This Agreement shall come into operation from 1st March, 1960, and shall continue in force for a period of one (1) year until 28th February, 1961.

4.—Area.

This Agreement shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

5.—Definitions.

"Casual Worker" except as hereinafter provided means a worker employed for less than one (1) week, with a minimum of two hours in any day.

He shall be paid at the rate of ten (10) per cent. in addition to the rate prescribed in this Agreement on an hourly basis.

This shall not apply to a casual worker on raw sugar.

"Casual Watchman" means a watchman who is employed for a period of one (1) week or less or who is regularly employed and who does not perform more than twelve (12) hours work in any one (1) week. He shall be paid at the rate of ten (10) per cent in addition to the rate prescribed for a watchman in this Agreement on an hourly basis.

6.—Hours.

(a) Subject as hereinafter provided in subclause (c) hereof, the hours of workers shall be forty (40) per week.

(b) The day's work for workers employed on single shift (i.e. day work only) shall consist of eight (8) hours each day Monday to Friday inclusive.

(c) Workers on shift work may be employed five (5) shifts of eight (8) hours each, inclusive of crib time. Such workers shall be employed on day, afternoon and night shifts on successive weeks.

Provided that these shift hours may be altered at any time by agreement in writing between the Union and the employer, subject always to the provision that the average weekly hours shall not exceed forty (40). Until any such agreement has been arrived at it shall be permissible for the Company to continue the system in operation at the date hereof.

(d) Shift workers referred to in subclause (c) of this clause may commence the work of a night shift at 11 p.m. in which case the time worked between 11 p.m. and midnight on any Sunday or public holiday hereinafter specified shall carry ordinary rate and be included as part of their ordinary shift-work hours.

(e) Notwithstanding anything contained in subclauses (a) to (d) hereof inclusive the hours of work for watchmen shall be forty-eight (48) per week.

7.—Overtime.

Except as otherwise provided:—

(a) For all work done outside the hours of duty on any day as hereinbefore prescribed or determined by agreement, payment shall be made at the rate of time and a half for the first four (4) hours, and at double time rate thereafter.

(b) Subject to the provision in clause 6 (d) hereof and except in the case of watchmen all time worked on Sundays and on the holidays prescribed in clause 9 of this Agreement shall be paid for at double time rate.

(c) Any employee required to continue working overtime after ordinary ceasing time shall be paid 5s. for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m., and 12 midnight.

Provided that such payment shall not apply where the employee has been notified the previous day of the requirement to work overtime.

(d) An employee recalled after leaving the Company's premises to work overtime shall be paid a minimum of three (3) hours at the appropriate rate.

(e) Where a worker is called on to work a quick shift, he shall be paid at the rate of time and a quarter for that shift.

A "quick shift" shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off duty.

(f) (i) Rest Period After Overtime.—When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.

(ii) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight (8) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight (8) consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(g) Notwithstanding anything contained in this Agreement:—

(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 Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with requirements of this subclause.

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

8.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour for not less than two (2) hours, the contract of hiring of every worker shall be for a weekly engagement, terminable on either side by one week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of clause 19 hereof as to payment for absence on account of illness. Where any absence extends for more than one (1) week, the employment shall be deemed to have terminated upon the expiration of the said week.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day 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.

9.—Holidays.

(a) The following days, or the days observed in lieu, shall subject to clause 7 (b) hereof, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this Agreement, 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 rate of pay shall apply.

(c) Sub-clause (a) of this clause shall not apply to watchmen.

10.—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 12 months' continuous service with such employer provided that in the case of watchmen the period of leave shall be three and four-sevenths weeks.

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

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service. Provided that in the case of watchmen such payment shall be 25/84ths of a week's pay at the ordinary rate of wage in respect of each completed month of continuous service.

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

(e) Where the employer closes his factory for the purpose of allowing annual leave to his employees in the event of an employee being employed for portion only of a year he shall be entitled, subject to sub-clause (c) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other employees, he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.

(f) 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.

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

11.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing the names of each of his workers to whom this Agreement applies, the class of work performed by and the wages paid to each such worker, and the time during which each such worker has been employed. Such record shall be open for inspection by a representative of the Union of Workers during the usual office hours.

12.—Board of Reference.

(a) The Court hereby appoints for the purpose of the Agreement a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

(c) In the event of a disagreement between the parties bound by this Agreement, in any of the matters hereinafter mentioned, the Board is hereby assigned the following functions:—

(1) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them.

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

(d) The provisions of Regulation 106 of the Regulations under the Industrial Arbitration Act shall be deemed to apply to any Board of Reference appointed hereunder.

13.—Representative Interviewing Workers.

In the case of disagreement existing or anticipated concerning any of the provisions of this Agreement 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, and accompanied by a representative of the employer if so desired, to inspect during the progress of the work the operations affected; but this permission shall not be exercised without the consent of the employer more than once in any one week.

14.—Recognition of Union—Notices.

(a) Should any matters relative to terms and conditions of employment arise during the currency of this Agreement affecting the workers generally, the Union shall have the right by appointment to interview and to be heard by the employer's representatives thereon, with a view to arriving at some understanding.

(b) A copy of this Agreement shall be posted in a suitable place agreed upon between the employer and the Union.

(c) The accredited Union representative shall not be prevented from posting any lawful notice of the Union in a suitable place agreed upon between the employer and the Union.

15.—Mixed Functions.

Where a worker is employed for four (4) hours or less during any day on work in a higher grade than his ordinary occupation he shall be paid for the time so occupied at the higher rate. If so employed for more than four (4) hours he shall be paid at the higher rate for the whole of the shift.

16.—Aged and Infirm Workers.

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

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

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

17.—Payment for Sickness.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed 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 five (5) years but no longer from the end of the year in which it accrues.

18.—Long Service Leave.

(i) **Period of Operation.**—This clause shall continue in force for the term of this Agreement, provided that in the event of any State legislation or State and/or Federal award providing for long service leave imposing any rights, liabilities, or obligations on the parties to this Agreement other than under this Agreement and an exemption is not obtained from the operation of such legislation and/or award by virtue of this Agreement, this clause shall cease to operate as from the date of operation of such legislation and/or award.

(ii) **Entitlement to Leave.**—Subject to this Agreement every employee, not being a casual employee, shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) **Period of Leave.**—The amount of such entitlement in the case of an employee who has completed at least 20 years' continuous service with the Company shall be:—

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

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

(iv) **Pro Rata Entitlement on Termination.**—In the case of an employee who has completed at least 10 years' service but less than 20 years' service with the Company and whose services with the Company are terminated by the Company for any cause other than serious misconduct, or by the employee for any reason or by reason of the death of the employee, the employee shall be entitled to a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service, or since the last accrual of entitlement to leave on the basis of 13 weeks for 20 years' service.

(v) **Calculation of Continuous Service.**—

(a) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, and shall, subject to any limitation herein, count as service:—

(i) absence in respect of any period during which the employee shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than as a member of the British Commonwealth Occupation Forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act, 1939 (as amended), or absence on compulsory service in any of the armed forces under the National Service Act 1951 (as amended): Provided that the employee as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence;

(ii) absence on any annual leave or long service leave;

(iii) absence following any termination of the employment by the Company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave; and

(iv) absence necessitated by personal sickness or injury of which not more than 15 working days a year shall count as service.

(b) For the purposes of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, but the period of such absence shall not count as service.

(i) absence following any termination of the employment by the Company on any ground other than slackness of trade, if the employee be re-employed by the Company within a period not exceeding two months from the date of such termination;

(ii) absence during any standing down of an employee in accordance with the provisions of this Agreement;

(iii) absence following any termination of the employment by the Company on the ground of slackness of trade if the employee is re-employed by the Company within a period not exceeding six months from the date of such termination.

(iv) absence of the employee authorised by the employer at any time;

(v) absence arising directly or indirectly from an industrial dispute but only if the employee returns to work in accordance with the terms of settlement of the dispute;

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of 14 days shall be deemed to break the continuity of service for the purposes of this clause unless the employee notifies the Company in writing of the reason for his absence.

(vi) **Service before Commencement of Agreement.**—For the purpose of calculating the entitlement to leave, continuous service of an employee with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last 20 completed years of such service, provided that any service prior to such 20 years' service will carry such leave if the employee remains in the Company's service until his retirement.

(vii) **Time of Taking Leave.**—Long service leave shall be granted and taken on the retirement of the employee provided that when an employee has completed 20 years' of continuous service he will be entitled to not more than eight weeks interim leave which will be taken at such time as may be agreed between the Company and the employee having regard to the needs of the Company's establishment where the employee is working. Additional interim long service leave on the basis of four weeks for each additional 10 years' service may be taken at such time as may be agreed between the Company and the employee.

(viii) **Payment on Termination for Leave Not Taken.**—Where the employment of an employee is terminated otherwise than by his death and he has an entitlement to long service leave the employee shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the employee in full his ordinary pay for the leave less any amount already paid to the employee in respect of that leave.

(ix) **Payment on Death.**—Where an employee dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the employee, the Company shall upon request by the personal representative of the employee, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three months of the date of the employee's death the Company may pay to the widow or such of the next of kin as it considers appropriate, the said amount due. The obligation of the Company to such employee or employee's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.—Each employee shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note.—“Ordinary time rate of pay”—

(1) shall not include—

shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;

payment in the case of employees employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

(2) 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.

(xi) Method of Payment.—Payment shall be made in one of the following ways—

(a) in full before the employee goes on leave, or

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

(c) in any other way agreed between the Company and the employee.

(xii) Public Holidays and Annual Leave During Period of Leave.—Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.—For the purposes of this clause where a business has, whether before or after the coming into operation of this Agreement been transmitted from an employer (in this paragraph called “the transmitter”) to another employer (in this paragraph called “the transferee”) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—

(a) the continuity of service of such employee shall be deemed not to have been broken by reason only of the transmission; and

(b) the period of the continuous service which the employee has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the employee with the transferee.

In this subclause “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

(xiv) Benefits Related to Long Service.—The Company will continue to operate its F.E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.—The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave, to which the employee may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such employee is entitled pursuant to this Agreement.

(xvi) Records.—

(a) The employer shall keep an adequate long service leave record.

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

19.—Wages and Allowances.

The minimum rate of wages payable to adult male workers shall be in accordance with the following:—

	£	s.	d.
(a) Basic Wage	14	1	6
			Weekly Margin
Raw Sugar—	£	s.	d.
Leading Hand	3	0	0
Unstoring	1	19	0
Cutting-in	1	19	0
Men washing and drying	1	5	0
Melting House—			
Washing Fugals	1	13	0
Filters—			
Filters and Clarification	2	14	0
Char End—			
Kilns, filling and emptying cisterns	2	2	0
Pan Floor—			
Refined Fugals	3	0	0
Boil-out Fugals	1	13	0
Cleaner attendants (shift work)	1	7	0
Refined Sugar—			
Drier and Grader	1	13	0
Scale-Man	2	17	0
Auto-machine Operator	1	14	0
Packages—			
Leading Hand	2	16	0
Darners and Handlers	1	5	0
Bag Making (including hessian and small packages)	1	5	0
Refined Sugar Store Room—			
Stackers and Truckers	1	14	0
Engineers' Store Attendant	2	14	0
Yard Gang—			
Leading Hand	1	16	0
Yardmen	1	5	0
Miscellaneous—			
Leading Hand Cleaner	2	16	0
Unspecified Workers	1	5	0
Watchman (This rate is based on 40 hours work. Under this Award watchmen are required to work 48 hours at ordinary time rate of wages)	3	0	
Margins for employees other than watchmen working shifts shall be increased by a shift allowance of 23s. per week.			

(b) Receiving Raw Sugar—

Casual Hand—8s. 8d.

Winchmen and senior hands when receiving raw sugar—5d. per hour additional.

(c) Handling Coal.—Employees engaged in handling coal shall be paid at the rate of fourpence (4d.) per hour extra whilst so employed.

(d) Employees who are required to clean such specified tanks and bins as agreed between the Union and the Company and who are required to work in the tank or bin shall be paid an extra 1s. 6d. per hour with a minimum payment for two hours.

(e) Junior Male Workers.—These employees shall be paid a proportion of the adult minimum wage for the unspecified worker as set out below:—

(i) Day Workers—

Aged 16 to 17 years 40%.

Aged 17 to 18 years 50%.

Aged 18 to 19 years 60%.

Aged 19 to 20 years 70%.

Aged 20 to 21 years 90%.

No junior employed as auto-machine operator shall be paid less than the rate prescribed for junior male workers 18 to 19 years of age.

(ii) Shift Workers—

Aged 18 to 19 years 70% + 60% of the shift allowance.

Aged 19 to 20 years 80% + 60% of the shift allowance.

Aged 20 to 21 years 100% + 60% of the shift allowance.

(iii) All junior wage rates shall be calculated to the nearest sixpence.

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

The Common Seal of The Sugar Refining Employees' Industrial Union of Workers Fremantle was hereunto affixed in the presence of—

A. WEST,
Secretary.
J. BOYES,
President.

Signed for and on behalf of
The Colonial Sugar Refining Company Limited.

J. E. MAKINSON,
Attorney in W.A.

This Industrial Agreement has been registered subject to the provisions of the Industrial Arbitration Act, 1912-1952, particularly Section 93 thereof and the provisions of Award No. 87 of 1948 which still remain in force.

20th May, 1960.

R. H. WILLEY,
Acting Clerk of The Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 37 of 1960.

(Registered 20th May, 1960.)

THIS agreement made in pursuance of the "Industrial Arbitration Act, 1912-1952" this 31st day of March, 1960, between The Federated Engine Drivers and Firemen's Union of Workers of Western Australia (hereinafter referred to as "the Union"), of the one part and The Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company"), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This agreement shall be known as the Engine Drivers' (Sugar Refinery) agreement and replaces Award No. 80 of 1948.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definition.
6. Hours of Work.
7. Overtime.
8. Holidays.
9. Annual Leave.
10. Sick Pay.
11. Long Service Leave.
12. Wages.
13. Special Allowances.
14. Mixed Functions.
15. Contract of Service.
16. Meal Money.

3.—Term.

The term of this Agreement shall be for a period of one (1) year from 1st March, 1960, and shall continue in force until 28th February, 1961.

4.—Area.

This Agreement shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

5.—Definition.

"Casual worker" means a worker employed for less than six (6) consecutive working days. He shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed in this Agreement upon an hourly basis.

6.—Hours of Work.

(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 crib time. All shifts shall rotate weekly: Provided that the foregoing hours may be altered at any time by agreement in writing between the parties.

(c) Single shift workers shall work eight (8) hours per day, exclusive of crib time, Monday to Friday, inclusive.

(d) Shift workers may commence work at 11 p.m., in which case the hours worked from 11 p.m. to midnight on any Sunday or public holiday shall be paid for at ordinary rates and included as part of their ordinary shift-work hours.

(e) 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.

7.—Overtime.

Except as otherwise provided:—

(a) For all work done outside the hours of duty on any day, payment shall be made at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) When any worker is required to work overtime by reason of a relieving man not coming on duty at the proper time and failing to give at least three (3) hours' notice of his inability to attend, he shall be paid at ordinary rates for the first two (2) hours after which his overtime rate shall begin to accrue. The employer shall be entitled to make a "pro rata" deduction for the time not worked in the case of the worker so failing to attend and to give notice as aforesaid from any moneys due or becoming due to him.

(c) All time worked on Sundays and holidays prescribed in Clause 6 hereof shall be paid for at double time.

(d) An employee recalled after leaving the Company's premises to work overtime shall be paid a minimum of three (3) hours at the appropriate rate.

(e) Where a worker is called on to work a quick shift he shall be paid at the rate of time and a quarter. A "quick shift" shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off.

(f) Notwithstanding anything contained in this Agreement—

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

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

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

8.—Holidays.

(a) The following days or the days observed in lieu, shall, subject to Clause 7 (c) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this Agreement 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.

9.—Annual Leave.

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

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

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

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

(e) Where the employer closes his factory for the purpose of allowing annual leave to his employees in the event of an employee being employed for portion only of a year he shall be entitled, subject to sub-clause (c) of this Clause, to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other employees, he shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.

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

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

10.—Sick Pay.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed 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 accumulated pursuant to this subclause shall be available to the worker for a period of five (5) years but no longer from the end of the year in which it accrues.

11.—Long Service Leave.

(i) Period of Operation.

This clause shall continue in force for the term of this Agreement, provided that in the event of any State legislation or State and/or Federal Award providing for long service leave imposing any rights, liabilities, or obligations on the parties to this Agreement, other than under this Agreement and an exemption is not obtained from the operation of such legislation and/or award by virtue of this Agreement, this clause shall cease to operate as from the date of operation of such legislation and/or award.

(ii) Entitlement to Leave.

Subject to this Agreement every employee, not being a casual employee, shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.

The amount of such entitlement in the case of an employee who has completed at least 20 years' continuous service with the Company shall be—

- (a) in respect of the 20 years' service so completed—13 weeks' leave; and
- (b) in respect of each 10 years' service with the Company completed after such 20 years—six and one half weeks' leave.

(iv) Pro Rata Entitlement on Termination.

In the case of an employee who has completed at least 10 years' service but less than 20 years' service with the Company and whose services with the Company are terminated by the Company for any cause other than serious misconduct, or by the employee for any reason or by reason of the death of the employee, the employee shall be entitled to a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service, or since the last accrual of entitlement to leave on the basis of 13 weeks for 20 years' service.

(v) Calculation of Continuous Service.

(a) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, and shall, subject to any limitation herein, count as Service—

- (i) absence in respect of any period during which the employee shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than as a member of the British Commonwealth Occupation Forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act, 1939, (as amended) or absence on compulsory service in any of the Armed Forces under the National Service Act, 1951 (as amended): Provided that the employee as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence;
- (ii) absence on any annual leave or long service leave;
- (iii) absence following any termination of the employment by the Company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave; and
- (iv) absence necessitated by personal sickness or injury of which not more than 15 working days a year shall count as service.

(b) For the purposes of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service but the period of such absence shall not count as service—

- (i) absence following any termination of the employment by the Company on any ground other than slackness of trade, if

the employee be re-employed by the Company within a period not exceeding two months from the date of such termination;

- (ii) absence during any standing down of an employee in accordance with the provisions of this Agreement;
- (iii) absence following any termination of the employment by the Company on the ground of slackness of trade, if the employee is re-employed by the Company within a period not exceeding six months from the date of such termination;
- (iv) absence of the employee authorised by the employer at any time;
- (v) absence arising directly or indirectly from an industrial dispute but only if the employee returns to work in accordance with the terms of settlement of the dispute.

(c) After the coming into operation of this Agreement, absence from work by reason of any cause not being a cause specified in this clause for a period in excess of 14 days, shall be deemed to break the continuity of service for the purposes of this clause unless the employee notifies the Company in writing of the reason for his absence.

(vi) Service before Commencement of Agreement.

For the purpose of calculating the entitlement to leave, continuous service of an employee with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last 20 completed years of such service, provided that any service prior to such 20 years' service will carry such leave if the employee remains in the Company's service until his retirement.

(vii) Time of Taking Leave.

Long Service Leave shall be granted and taken on the retirement of the employee provided that when an employee has completed 20 years of continuous service he will be entitled to not more than eight weeks' interim leave which will be taken at such time as may be agreed between the Company and the employee having regard to the needs of the Company's establishment where the employee is working. Additional interim long service leave on the basis of four weeks for each additional ten years' service may be taken at such time as may be agreed between the Company and the employee.

(viii) Payment on Termination for Leave Not Taken.

Where the employment of an employee is terminated otherwise than by his death and he has an entitlement to long service leave the employee shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the employee in full his ordinary pay for the leave less any amount already paid to the employee in respect of that leave.

(ix) Payment on Death.

Where an employee dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the employee, the Company shall upon request by the personal representative of the employee, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three months of the date of the employee's death the Company may pay to the widow or such of the next of kin as it considers appropriate, the said amount due. The obligation of the Company to such employee or employee's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.

Each employee shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours

prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note.—“Ordinary time rate of pay”—

(1) shall not include—

shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;

payment in the case of employees employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

(2) 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.

(xi) Method of Payment.

Payment shall be made in one of the following ways:—

(a) in full before the employee goes on leave, or

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

(c) in any other way agreed between the Company and the employee.

(xii) Public Holidays and Annual Leave During Period of Leave.

Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.

For the purposes of this Clause where a business has, whether before, or after the coming into operation of this Agreement been transmitted from an employer (in this paragraph called “the transmitter”) to another employer (in this paragraph called “the transferee”) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—

(a) the continuity of service of such employee shall be deemed not to have been broken by reason only of the transmission; and

(b) the period of the continuous service which the employee has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the employee with the transferee.

In this subclause “transmission” includes transfer conveyance assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

(xiv) Benefits related to Long Service.

The Company will continue to operate its F.E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.

The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave, to which the employee may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such employee is entitled pursuant to this Agreement.

(xvi) Records.

(a) The employer shall keep an adequate long service leave record.

(b) such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the Time and Wages Record.

12.—Wages.

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

	Per Week		
	£	s.	d.
(a) Basic Wage	14	1	6
	Margin over Male Basic Wage		
	£	s.	d.
(b) Sugar refinery engine-drivers (without condenser)	4	5	0
(c) Raw sugar store engine-driver (day work)	2	18	0
(d) Leading fireman (with 3rd class engine-driver's certificate)	3	18	0
(e) Sugar refinery fireman	3	2	0
(f) Sugar refinery greasers and hot-water attendants	3	2	0
(g) The margins set out in this Clause for shiftwork include shift allowance of 23s. per week.			

13.—Special Allowances.

(a) When an engine-driver also attends to an electric generator or dynamo exceeding ten (10) Kilowatt capacity, he shall be paid an additional sum of nineteen shillings (19s.) per week as a marginal allowance.

(b) Cleaners of boiler, enclosed hot water tanks, and other confined spaces:— Any person engaged inside the gas or water space of a boiler, flue, or economiser or an enclosed hot water tank which when working is under pressure in cleaning or scraping work, shall be paid one shilling and six pence (1s. 6d.) per hour in addition to his ordinary or overtime rate of pay, as the case may be, whilst so employed.

14.—Mixed Functions.

Where a worker is employed for four (4) hours or less on any day on work in a higher grade than his ordinary occupation, he shall be paid for the time so occupied at the higher rate. If employed for more than four (4) hours, he shall be paid at the higher rate for the whole of the shift.

15.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract, terminable on either side by one (1) week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of clause 9 hereof, as to payment for absence on account of illness. Where any absence extends for more than five (5) days, the employment shall be deemed to have terminated upon the expiration of the said five (5) days.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day 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.

16.—Meal Money.

Any employee required to continue working overtime after ordinary ceasing time shall be paid 5s. for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m., and 12 midnight.

Provided that such payment shall not apply where the employee has been notified the previous day of the requirement to work overtime.

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

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

R. A. BRANSON,
President.
D. E. MAGUIRE,
Secretary.

Signed for and on behalf of The Colonial Sugar Refining Company Limited.

J. E. MAKINSON,
Attorney in W.A.

This Industrial Agreement has been registered subject to the provisions of the Industrial Arbitration Act, 1912-1952, particularly Section 93 thereof and the provisions of Award No. 80 of 1948 which still remain in force.

20th May, 1960.

R. H. WILLEY,
Acting Clerk of the Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 42 of 1960.

(Registered 7th June, 1960.)

THIS Agreement made in pursuance of the "Industrial Arbitration Act, 1912-1952" this 3rd day of May, 1960, between The Federated Engine Drivers and Firemen's Union of Workers of Western Australia (hereinafter called "the Union"), of the one part, and the Kalgoorlie Electric Power and Lighting Corporation Limited (hereinafter called "the employer") of the other part, witnesseth that, for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other that the Industrial Agreement numbered 10 of 1956 entered into between the abovementioned parties on the fifteenth day of May, 1956, as amended be and the same is hereby further varied in the manner following:—

Delete subclause (b) of Clause 5, Wages and insert in lieu thereof the following:—

	Margin Over Basic Wage		
	Per Week	£	s. d.
(b) Adults—			
(i) Engine driver	4	5	0
(ii) Leading fireman	3	1	0
(iii) Switchboard attendant	2	12	0
(iv) Water treatment plant attendant	2	9	6
(v) Boiler cleaner	2	9	6
(vi) Fireman	2	3	0
(vii) Greasers and/or trimmers	1	7	6
(viii) Mechanical shovel driver	2	7	0

All allowances including those for charging batteries, being in charge of plant, doing general repair work, attending to electric generator or dynamo, etc., are taken into account and included in the margins set out above.

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

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

[L.S.]

R. A. BRANSON,
President.
D. E. MAGUIRE,
Secretary.

Signed for and on behalf of the Kalgoorlie Electric Power and Lighting Corporation Limited, in the presence of:—

R. G. Elliston.

JOHN DRYBURGH,
Attorney.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 45 of 1960.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Western Titanium N.L., Respondent.

HAVING heard Mr. H. Barry on behalf of the Applicant and Mr. D. E. Cort on behalf of the Respondent, 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. 16 of 1957, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 2nd day of June, 1960.

By the Court,

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

Schedule.

Delete Clause 21.—Leading Hands and insert in lieu thereof the following:—

Clause 21.—Leading Hands.

Any worker appointed as a leading hand by the employer shall be paid the following amounts in addition to his ordinary wages when placed in charge of—

- (i) not less than three (3) and not more than ten (10) other workers—nineteen shillings (19s.) per week;
- (ii) more than ten (10) and not more than twenty (20) other workers—thirty eight shillings and sixpence (38s. 6d.) per week;
- (iii) more than twenty (20) other workers—fifty seven shillings and sixpence (57s. 6d.) per week.

Delete Clause 23.—Wages and insert in lieu thereof the following:—

Clause 23.—Wages.

	Rates Per Week		
	£	s.	d.
(a) Basic Wage	14	3	1
	Margin Per Week		
	£	s.	d.
(b) Adults—			
(i) Nozzleman	1	16	6
(ii) Pumpman	1	6	0
(iii) Treatment Operator	1	10	6
(iv) Powder Monkey	2	15	6
(v) Scraper Hauler Operator	1	14	2
(vi) All others	11	6	

The foregoing are set out in weekly amounts for the sake of convenience only. The contract of hiring is a daily one as set out in Clause 17 hereof.

	Percentage of Basic Wage
(c) Junior Workers—	
Under 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	70
Between 19 and 20 years of age	80
Between 20 and 21 years of age	100

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

These amendments shall operate from the beginning of the first pay period commencing on or after the date hereof.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 318 of 1960.

Between The Eastern Goldfields Shop Assistants and Warehouse Employees' Industrial Union of Workers, Applicant, and J. & W. Bateman Ltd. and others, Respondents.

HAVING heard Mr. H. Barry on behalf of the applicant and Mr. G. Martin on behalf of the Respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 81 of 1948, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 2nd day of June, 1960.

By the Court,

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

Schedule.

1. Clause 24.—Wages.—Delete subclauses (a), (b) and (d) of this clause, and insert in lieu thereof the following:—

	Per Week			
	£		s. d.	
(a) Basic Wage—				
Adult Males	13	18	10	
Adult Females	10	9	2	
(b) Adults—	Margin Over Basic Wage Per Week			
	Males		Females	
	£	s. d.	£	s. d.
Shop Assistants	2	13 0	1	6 0
Canvassers	2	13 0	1	6 0
Collectors	2	13 0	1	6 0
Storemen	2	6 6	—	—
Storewomen	—	—	1	2 6
(d) Junior Female Workers—	Percentage of Female Basic Wage Per Week			
Between 15 and 16 years of age	39			
Between 16 and 17 years of age	48			
Between 17 and 18 years of age	56.5			
Between 18 and 19 years of age	65			
Between 19 and 20 years of age	78			
Between 20 and 21 years of age	85			

2. Delete the "Rise and Fall" clause inserted in the Award by Order No. 77 (39) of 1960.

3. These alterations will take effect as from the beginning of the first pay period commencing after date hereof.

INDUSTRIAL AGREEMENT.

No. 39 of 1960.

Registered 26th May, 1960.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 16th day of May, 1960, between the Federated Engine Drivers and Firemen's Union of Workers of Western Australia, formerly the Metropolitan and South Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia, of the one part, and the Board of Management of the Royal Perth Hospital, Western Australia, of the other part, whereby it is mutually agreed as follows:—

Whereas the parties hereto being the parties to the Industrial Agreement made on the 20th day of June, 1951, and Nod. 11 of 1951, have mutually agreed that the said Industrial Agreement shall be and the same is hereby varied in the manner following, that is to say:—

Clause 8—Overtime and Penalty Rates for Continuous Process and other Continuous Shift Workers—Delete existing clause and insert in lieu thereof the following:—

Clause 8.—Overtime and Penalty Rates for Continuous Process and other Continuous Shift Workers.

(a) All time worked in excess of the normal hours of eight per shift, or any additional shift, or part thereof shall, except as provided herein, be

paid at the rate of time and a half for the first four (4) hours and double time thereafter: Provided that a worker called back to perform another shift on Sunday, after having completed his five shifts of eight hours shall be paid at the rate of double time for the time so worked.

(b) Saturday and Sunday Time—Rostered shift work performed on Saturdays and Sundays up to a maximum of eight (8) hours in each shift, shall be included in the week's work and be paid for at the rate of time and a half. The extra half rate prescribed shall stand alone and be paid for in addition to the workers' weekly earnings, provided that time worked in excess of eight (8) hours on such Sundays shall be paid for at the rate of double time, i.e. twice the ordinary rate, which shall be the maximum payable under this Agreement.

(c) Overtime shall not be cumulative on Saturday and Sunday penalty rates.

Clause 8A.—Shift Rates—Delete existing clause and insert in lieu thereof the following:—

Clause 8A.—Shift Rates.

(a) Shift workers when employed on afternoon shift shall be paid five per cent (5%) and on night shift ten per cent (10%) in addition to their ordinary rates for such shifts. Provided that any eight hour shift ending before 4 p.m. that day shall be regarded as a day shift.

(b) Shift rates shall not be cumulative on Saturday or Sunday penalty rates.

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

The Common Seal of the Board of Management Royal Perth Hospital was hereunto affixed pursuant to a Resolution of the Board of Management dated the 16th day of May, 1960 in the presence of:—

[L.S.] ROSS McDONALD,
Chairman,
Board of Management,
Royal Perth Hospital.

JOSEPH GRIFFITH,
Administrator.

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

[L.S.] R. A. BRANSON,
President.

[L.S.] D. E. MAGUIRE,
Secretary.

BETTING CONTROL ACT, 1954-1957.

Transfer of Registration.

NOTICE is hereby given of the transfer of the registration of premises in the name of Robert Zincraft Jesse Humphrys from the premises at 119 Oxford Street, Leederville, to premises at 228 Carr Street, Leederville, to be effective as from and including Monday, 20th June, 1960.

H. H. STYANTS,
Chairman, The Betting Control Board
of Western Australia.

COMPANIES ACT, 1943-1959.

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).)

Dependable Motors Pty. Ltd.

NOTICE is hereby given that the registered office of Dependable Motors Pty. Ltd. is situated at 33 Milligan Street, Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (public holidays excepted) of each week, between the hours of 10 a.m. and 4 p.m.

Dated this 30th day of May, 1960.

H. N. GUTHRIE,
of 89 St. George's Terrace, Perth,
Solicitor for the Company.

COMPANIES ACT, 1943-1959.

Notice of Intention to Cease Business in Western Australia.

(Pursuant to Section 337.)

Parkinson & Cowan (Australasia) Pty. Limited.
NOTICE is hereby given that Parkinson & Cowan (Australasia) Pty. Limited, a company registered under Part XI of the Companies Act, 1943-1959, and having its registered office at 297 Wellington Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 7th day of September, 1960.

Dated this 7th day of June, 1960.

H. C. TULK,
Agent in Western Australia.

COMPANIES ACT, 1943-1959.

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).)

Pindan Pty. Ltd.

NOTICE is hereby given that the registered office of Pindan Pty. Ltd. was, on the 9th day of June, 1960, changed to and is now situated at the office of H. C. Griffin, Room 60, Third Floor, 44 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are, as from the 9th day of June, 1960, as follows: Mondays to Fridays, from 10 a.m. to 4 p.m. (except public holidays).

Dated this 9th day of June, 1960.

H. C. GRIFFIN,
Secretary.

COMPANIES ACT, 1943-1959.

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

Paint Supplies (W.A.) Pty. Limited.

NOTICE is hereby given that the registered office of Paint Supplies (W.A.) Pty. Limited was, on the 9th day of June, 1960, changed to and is now situated at Hale Road, Forrestfield, and that the days and hours during which such office is accessible to the public are, as from the 9th day of June, 1960, as follows: Monday to Friday (inclusive), from 9 a.m. to 12 noon and from 1 p.m. to 5 p.m.

Dated this 9th day of June, 1960.

D. PARKER,
Secretary.

COMPANIES ACT, 1943-1959.

Notice of Situation of Registered Office.
(Pursuant to Section 330 (4).)

The Anderson Analysis Pty. Ltd.

THE ANDERSON ANALYSIS PTY. LTD. hereby gives notice that the registered office of the company is situated at 1141 Hay Street, West Perth, and that the days and hours during which such office is accessible to the public is as follows: Mondays and Fridays, from 9 a.m. to 1 p.m.

Dated this 27th day of May, 1960.

(Sgd.) B. MARTISON,
Agent in Western Australia.

COMPANIES ACT, 1943-1959.

Notice of Change in Situation of Registered Office.
(Pursuant to Section 99 (4).)

Petterson & Co. Pty. Ltd.

NOTICE is hereby given that the registered office of Petterson & Co. Pty. Ltd. was, on the 16th day of May, 1960, changed to and is now situate at Lot 16, Wood Street, Fremantle.

Dated this 9th day of June, 1960.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1959.

(Section 99 (4).)

Mineral Mining and Exports (W.A.) Pty. Ltd.

NOTICE is hereby given that the registered office of Mineral Mining and Exports (W.A.) Pty. Ltd. is situated at the office of the Griffin Coal Mining Company Limited, number 24 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: From Monday to Friday inclusive in each week (other than public holidays), between the hours of 9 a.m. to 5 p.m.

Dated this 9th day of June, 1960.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1959.

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).)

The Equity Clothiers Pty. Ltd.

NOTICE is hereby given that the registered office of The Equity Clothiers Pty. Ltd. was, on the 1st day of March, 1960, changed to and is now situated at 100-102 William Street, Perth, and the days and hours during which such office is accessible to the public are as follows: Monday to Friday, 8.30 a.m. to 5.30 p.m., Saturday, 8.30 a.m. to 12 noon (public holidays excepted).

Dated the 2nd day of June, 1960.

J. S. LUSHEY,
Director.

COMPANIES ACT, 1943-1959.

NOTICE is hereby given that the registered office of Bakewell Co. Pty. Ltd., is situated at Room 408, Fourth Floor, 53 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Between the hours of 9 a.m. to 1 p.m. and 2 p.m. to 4 p.m. on all days except Saturdays, Sundays and public holidays.

Dated this 6th day of May, 1960.

K. MACGREGOR,
Director.

Ilbery & Toohey, of 69 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1959.

(Section 330 (4).)

W. G. Crossle & Co. Pty. Limited.

NOTICE is hereby given that the registered office in Western Australia of the abovenamed company is situated at Industrial Area, Welshpool Road, Welshpool, and that the days and hours during which it is accessible to the public are from Monday to Friday inclusive in each week (public holidays excepted) between the hours of 9 a.m. and 5 p.m.

Dated the 15th day of June, 1960.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1959.

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).)

Bruce Rock Brickworks Limited.

NOTICE is hereby given that the registered office of Bruce Rock Brickworks Limited was on the 11th day of May, 1960, changed to and is now situated at 18 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are, as from the 11th day of May, 1960, as follows: From Monday to Friday, between the hours of 10 a.m. to 4 p.m. daily.

Dated this 13th day of June, 1960.

E. F. FOLEY,
Secretary.

COMPANIES ACT, 1943-1959.

Notice of Change in Situation of Registered Office of a Company Incorporated outside Western Australia which carries on Business within Western Australia.

(Pursuant to Section 330 (4).)

Wiggins Teape & Alex Pirie (Victoria)
Pty. Limited.

WIGGINS TEAPE & ALEX PIRIE (VICTORIA) PTY. LIMITED hereby gives notice that the registered office of the company was, on the 30th day of May, 1960, changed to and is now situated at 73 George Street, Perth, in the State of Western Australia.

Dated this 15th day of June, 1960.

P. R. ADAMS,
Agent in Western Australia.

Messrs. Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

Western Australia.

COMPANIES ACT, 1943-1959.

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).)

Clay Holdings Limited.

NOTICE is hereby given that the registered office of Clay Holdings Limited is situate at care of A. E. Weston James & Co., 11 Howard 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. on week days, excluding Saturdays and public holidays.

Dated this 10th day of June, 1960.

JOSEPH, MUIR & WILLIAMS,
Solicitors for the Company.

Western Australia.

COMPANIES ACT, 1943-1959.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

J. E. Halse Photographics Pty. Ltd.

1. J. E. HALSE PHOTOGRAPHICS PTY. LTD. hereby gives notice that by a resolution of the company passed on the 17th day of May, 1960, the nominal share capital of the company was increased by the addition thereto of the sum of ten thousand pounds (£10,000) divided into ten thousand shares of one pound (£1) each beyond the registered capital of five thousand pounds (£5,000).

2. The additional capital is divided as follows:—
Number of Shares: 10,000; Class of Shares: Unclassified; Nominal Amount of Each Share: £1.

3. The conditions (e.g., voting rights, dividends, etc.) subject to which the new shares have been or are to be issued, are as follows: Undefined.

4. The rights attached to the preference shares or to each class of preference shares forming part of the original or increased capital of the company are unclassified.

Dated the 13th day of June, 1960.

JOHN E. HALSE,
Director.

Neal Durack & Manera, Solicitors, of 202 William Street, Perth.

COMPANIES ACT, 1943-1959.

Notice of Change of Company Name.

(Pursuant to Section 30 (5).)

NOTICE is hereby given that Mumzone Products (W.A.) Limited has, by a special resolution of the company and with the approval of the Registrar of Companies, signified in writing, changed its name to Webb-Way Sales Ltd.

Dated the 2nd day of June, 1960.

A. C. MANNING,
Deputy Registrar of Companies.

COMPANIES ACT, 1943-1959.

Notice of Change of Company Name.

(Pursuant to Section 30 (5).)

NOTICE is hereby given that Capitol Constructions Pty. Limited has, by a special resolution of the company and with the approval of the Registrar of Companies, signified in writing, changed its name to Capitol Constructions Pty. Ltd.

Dated the 1st day of June, 1960.

A. C. MANNING,
Deputy Registrar of Companies.

Robinson, Cox & Co., Solicitors, Perth.

COMPANIES ACT, 1943-1959.

Notice of Change of Company Name.

(Pursuant to Section 30 (5).)

NOTICE is hereby given that Russells Transport & Agencies Pty. Ltd. has, by a special resolution of the company and with the approval of the Registrar of Companies, signified in writing, changed its name to Rowleys Appliances Pty. Ltd.

Dated the 3rd day of June, 1960.

A. C. MANNING,
Deputy Registrar of Companies.

COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Change of Company Name.

(Pursuant to Section 30 (5).)

NOTICE is hereby given that Berry & Peat Pty. Ltd. has, by a special resolution of the company and with the approval of the Registrar of Companies, signified in writing, changed its name to Berry's Meats Pty. Ltd.

Dated this 30th day of May, 1960.

A. C. MANNING,
Deputy Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT, 1943-1959, and in the matter of Besser Vibrapac Masonry (W.A.) Limited.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Besser Vibrapac Masonry (W.A.) Limited.

Dated this 3rd day of June, 1960.

A. C. MANNING,
Deputy Registrar of Companies,
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1959, and in the matter of European Food Wholesalers 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 European Food Wholesalers Pty. Ltd.

Dated this 1st day of June, 1960.

A. C. MANNING,
Deputy Registrar of Companies,
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1959, and in the matter of West Coast Printers 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 West Coast Printers Pty. Ltd.

Dated this 2nd day of June, 1960.

A. C. MANNING,
Deputy Registrar of Companies,
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1959, and in the matter of Premier Sheet & Metal Industries 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 Premier Sheet & Metal Industries Pty. Ltd.

Dated this 8th day of June, 1960.

T. MACFARLANE,
Deputy Registrar of Companies,
Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1959, and in the matter of Mineral Mining and Exports (W.A.) Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Mineral Mining and Exports (W.A.) Pty. Ltd.

Dated this 9th day of June, 1960.

T. MACFARLANE,
Deputy Registrar of Companies,
Companies Office,
Supreme Court, Perth, W.A.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alice Caroline Kammann, late of "Pinsbury," Manjimup, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 18th day of July, 1960, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 8th day of June, 1960.

DWYER, DURACK & DUNPHY,
33 Barrack Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edwin Charles Cosh, late of Great Eastern Highway, Rivervale, in the State of Western Australia, Retired Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent to the Executor, Garnet Edward Leslie Black, care of Gibson & Gibson, Solicitors, Victoria House, 98 St. George's Terrace, Perth, on or before the 18th day of July, 1960, 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 which he shall then have had notice.

Dated the 8th day of June, 1960.

GIBSON & GIBSON,
Victoria House, 98 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Cecil George Elliott, formerly of 4 Ventnor Avenue, West Perth, in the State of Western Australia, but late of 235 St. George's Terrace, Perth, in the said State, Retired Marine Insurance Executive, 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, in the said State, on or before the 18th day of July, 1960, 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 7th day of June, 1960.

BOULTBEE, GODFREY & VIRTUE,
of 44 St. George's Terrace, 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 under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 18th day of July, 1960, 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 13th day of June, 1960.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
State Insurance Building,
184 St. George's Terrace, Perth.

Name; Occupation; Address; Date of Death.

Martin, John Hamilton; Retired Clerk; late of 129 Stubbs Terrace, Daglish; 29/5/60.
Gracey, Lillian; Widow; late of 7 Clieveden Street, North Perth; 27/4/60.
Cartwright, James Salmon; formerly Seaman, but late Fremantle Harbour Trust Signalman; late of 15 Oakover Street, East Fremantle; 22/5/60.
Barker, George James; Retired Postmaster; late of 124 Whately Crescent, Maylands; 1/5/60.
Yeates, Kathleen; Widow; late of 73 Shenton Road, Claremont; 24/5/60.
Bogdanoff, Sofroni; Gardener; formerly of 11 Palmerston Street, Perth, but late of 325 Stirling Street, Perth; 15/3/60.
Macfarlane, Edith Selina; Widow; late of 209 Walcott Street, Mount Lawley; 7/4/60.
Youd, Richard; Engine Driver; late of Raleigh Street, Carlisle; 24/1/29.
Kennell, Priscilla Lydia; Widow; late of North Dandalup; 8/2/60.
Pulfer, Harry Arthur; Retired Caretaker; late of 10 Coolgardie Terrace, East Perth; 28/2/60.
Proud, Ethel May; Married Woman; late of 102 Forrest Street, Cottesloe; 22/5/60.
McClemens, William Joseph; Retired Farmer; late of Home of Peace, Subiaco; 17/4/60.
Bibby, Frank Harrison; Retired Police Officer; formerly of Dowerin, but late of Moore Street, Denmark; 2/5/60.
Gadsolis, Traianos (also known as Tralanos Nikolou Gadsolis); Labourer; formerly of Boyup Brook, but late of Melity Florina, Greece; 29/7/59.
Dransfield, Colin; Retired Miner; late of 34 Hutton Street, Collie; 3/5/60.

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Carriers Act	0	0	6
Child Welfare Act	0	3	6
Companies Act	0	10	0
Dairy Industry Act	0	2	0
Dairy Products Marketing Regulation Act	0	2	0
Declarations and Attestations Act	0	0	6
Dentists Act	0	3	0
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Acts of Parliament, etc.—*continued.*

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Forests Act	0	2	0
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Gold Buyers Act	0	2	0
Hawkers and Pedlars Act	0	0	6
Health Act (Consolidated)	0	7	0
Hire Purchase Agreement Act (Consolidated)	0	1	0
Illicit Sale of Liquor Act	0	1	0
Industrial Arbitration Act (Consolidated)	0	12	6
Inebriates Act	0	1	0
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Inspection of Machinery Act with Regulations	0	4	0
Inspection of Scaffolding Act	0	1	6
Interpretation Act	0	3	0
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Justices Act (Consolidated)	0	4	0
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Legal Practitioners Act	0	3	0
Licensed Surveyors Act	0	2	0
Licensing Act	0	4	6
Limitation Act	0	2	0
Limited Partnerships Act	0	1	0
Marine Stores Dealers Act	0	1	6
Marriage Act	0	3	0
Married Women's Property Act	0	1	0
Married Women's Protection Act	0	1	0
Medical Practitioners Act	0	2	0
Metropolitan Water Supply, Sewerage and Drainage Act	0	3	0
Milk Act	0	3	0
Mines Regulation Act	0	3	6
Mine Workers' Relief Fund Act and Regulations	0	3	6
Money Lenders Act (Consolidated)	0	2	6
Municipal Corporations Act (Consolidated)	0	5	0
Native Welfare Act	0	3	0
Partnership Act	0	1	6
Pawnbrokers Act	0	1	6
Pearling Act	0	3	0
Petroleum Act	0	3	6
Pharmacy and Poisons Act	0	3	6
Prevention of Cruelty to Animals Act	0	2	0
Plant Diseases Act	0	2	0
Public Service Act	0	3	6
Public Works Act	0	3	6
Purchasers' Protection Act	0	1	0
Road Districts Act	0	5	0
Sale of Goods Act	0	2	0
Second-hand Dealers Act	0	1	0
Seeds Act	0	1	6
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State Housing Act	0	3	6
State Transport Co-ordination Act	0	3	0
State Trading Concerns Act	0	2	0
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Acts of Parliament, etc.—*continued.*

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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, £2 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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