



# Government Gazette

OF

## WESTERN AUSTRALIA

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No. 91]

PERTH: FRIDAY, 11th NOVEMBER

[1960

AT a meeting of the Executive Council, held in the Executive Council Chambers, at Perth, this 26th day of October, 1960, the following Orders in Council were authorised to be issued.

Traffic Act, 1919-1959.

Mullewa Road Board.

ORDER IN COUNCIL.

Police T.O. 60/1341.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, hereby makes the following order under section 49 of the Traffic Act, 1919-1959, namely, that the Mullewa Road Board is hereby empowered to make by-laws in pursuance of—

- (1) clause (a) of paragraph (i) of subsection (1) of section 47 of the said Act, prescribing the rules to be observed in respect of any vehicle being driven or used on roads, and the use of footpaths;
- (2) clause (y) of paragraph (i) of subsection (1) of section 47 of the said Act, providing for the placing, erection or installation on roads, or footpaths of traffic signs, lights and directions for the control and direction of traffic, both vehicular and pedestrian, and including the driving of animals for the marking on roads or footpaths of signs for the control and direction of the traffic and for the regulation and prohibition of the traffic in relation to the signs, lights and directions;
- (3) clause (zd) of paragraph (i) of subsection (1) of section 47 of the said Act, appointing stands and parking places for different classes of vehicles and regulate the use thereof;
- (4) clauses (zl) and (zm) of paragraph (i) of subsection (1) of section 47 of the said Act, prohibiting or restricting the parking of

vehicles or vehicles of a specified class or classes in all roads or in specified roads, or specified parts of roads, at all times or at specified times, and prescribing a penalty for any breach thereof;

subject to the condition that no such by-law shall be valid and effectual unless it has prior to notification of its making being published in the *Government Gazette*, been submitted to and approved by the Governor.

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

Child Welfare Act, 1947-1959.

ORDER IN COUNCIL.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1959, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court and may determine the respective seniorities of such members; and whereas by section 19 (1) (b) (ii) of the said Act the Governor may amend, vary or revoke any such appointment: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby revoke the appointment of Robert W. Atkinson, Lyle Palmer, David N. L. Gilbert and Sydney Elliott-Smith as members of the Children's Court at Mount Magnet and doth hereby appoint the person named in the schedule hereto to be a member of the Children's Court at the place mentioned.

Schedule.

Mount Magnet: George Frederick Jensen.

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

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, on the 9th day of November, 1960, the following Orders in Council were authorised to be issued:—

Municipal Corporations Act, 1906-1959.

ORDER IN COUNCIL.

L.G. 1006/52.

WHEREAS it is enacted by section 338A of the Municipal Corporations Act, 1906-1959, that the Governor may, by Order in Council, prescribe uniform general regulations with respect to all or any of the matters in relation to which a council may make by-laws under section 338 of the said Act and may specify that such uniform general regulations shall have the force of law in such districts as the Governor may from time to time specify by notice published in the *Government Gazette*: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, hereby makes the uniform general regulations set out in the schedule hereto and prescribes that such regulations shall have the force of law on and after the 1st day of December, 1960, in each and every municipal district for the time being constituted under the said Act.

R. H. DOIG,  
Clerk of the Council.

Schedule.

Uniform General Regulations.

The uniform general regulations published in the *Government Gazette* on the 29th June, 1951, are amended by substituting for regulation 1 the following regulation:—

1. (1) The minimum height from floor to ceiling of a habitable room shall be not less than eight feet.
- (2) Where a habitable room of less than nine feet in height from floor to ceiling is contained in a building having a roof pitch of less than fifteen degrees, the topmost ceiling of that building shall be insulated by a material having a surface to surface conductance (c) of not less than 0.13.

Road Districts Act, 1919.

Kwinana Road District Act, 1953.

Kwinana Road District—Division into Wards, Determination of Membership and Provisions for an Election.

ORDER IN COUNCIL.

L.G. 762/60.

HIS Excellency the Lieutenant-Governor, acting by and with the consent of the Executive Council under the provisions of the Road Districts Act, 1919, and the Kwinana Road District Act, 1953, doth hereby—

- (a) divide the Kwinana Road District into five Wards to be known as the Town, Rural, Industrial, Naval Base and Kwinana Beach Wards respectively, as set out in Schedule "A" hereto;
- (b) declare that the number of members to comprise the Kwinana Road Board shall be seven;
- (c) determine that the number of members for each Ward shall be as follows:—  
Town Ward—Three members.  
Rural Ward—One member.  
Industrial Ward—One member.  
Naval Base Ward—One member.  
Kwinana Beach Ward—One member;
- (d) declare and direct that an election for returning seven members to the Kwinana Road Board shall be held on the 11th day of February, 1961;
- (e) determine that the members of the Kwinana Road Board to be elected on the 11th day of February, 1961, shall take office as and from the 15th day of February, 1961;

- (f) determine that, in order to facilitate the preparation of the rolls and the holding of the election, the following steps shall be taken on the dates specified, namely:—

Exhibition of list—15th November, 1960.  
Closing of claims and objections—1st December, 1960.

Exhibition of list of claims and objections—7th December, 1960.

Holding of Revision Court—14th December, 1960.

Signing of the Roll—6th January, 1961.

Nomination day—21st January, 1961.

Election day—11th February, 1961.

R. H. DOIG,  
Clerk of the Council.

Schedule "A."

Kwinana Road District—Ward Boundaries.  
Town Ward.

All that portion of Kwinana Road District bounded by lines starting from a point on the northern side of road number 1607, situate in prolongation southerly of the westernmost western boundary of Cockburn Sound Location 1876 (reserve 25132), a point on the Kwinana Road District boundary and extending northerly along that prolongation to the south-western corner of location 1876 aforesaid; thence easterly and generally northerly along boundaries of that location to its easternmost north-eastern corner; thence northerly to the intersection of the western side of Westbrook Street and the southern side of Blay Road; thence generally northerly along the western side of Westbrook Street aforesaid to the southern side of Summerton Road; thence westerly along that side to the western side of Stanyford Way; thence northerly along that side to the southernmost southern boundary of Kwinana Town Lot 115 (reserve 24390); thence westerly, northerly, north-westerly and north-easterly along boundaries of that lot and onwards to the intersection of the southern side of Beacham Crescent and the western side of Tucker Street; thence generally north-easterly along western sides of Tucker Street aforesaid and Bingfield Road West and onwards to the south-western boundary of Kwinana Lot M.1039; thence north-westerly and north-easterly along boundaries of that lot to its northern corner; thence generally easterly along the southern side of Thomas Road (road number 6280) to the western side of a one chain road passing along the western boundaries of Peel Estate Lots 626 to 624 inclusive; thence generally southerly along that side to a point situate in prolongation westerly of the northern boundary of lot 623; thence easterly to and along that boundary and onwards to the western side of the Tramway Reserve; thence generally southerly along that side to the northern side of road number 313; thence south-easterly along that side to the western boundary of lot 71; thence generally south-easterly along the western boundaries of that lot and lots 73, 75, 77, 79, 81, 167, 168, 169, 170, part of 83, 1278 and Kwinana Town Lot 38 (reserve 25684) to the south-western corner of the northern severance of the lastmentioned lot; thence north-easterly along the southern boundary of that severance to a point situate in prolongation northerly of the western boundary of lot 30 (reserve 23621); thence southerly to and along that boundary and a western boundary of lot 38 aforesaid to the northern side of road number 1607 aforesaid, a point on the Kwinana Road District boundary aforesaid; and thence generally south-westerly along that road district boundary to the starting point. (Three members.)

(Public Plans 341A/40, 341D/40, F.234-4 and F.250-4.)

Naval Base Ward.

All that portion of the Kwinana Road District bounded by lines starting from the north-western corner of Cockburn Sound Location 382, and extending easterly and southerly along boundaries of that location to the northern side of Hope Valley Road; thence easterly and generally south-easterly

along that side to the western boundary of location 339; thence southerly and easterly along boundaries of that location to the north-western corner of location 305; thence southerly and easterly along boundaries of that location to the north-western corner of location 241; thence southerly to and along the eastern side of Hendy Road to a point situate in prolongation easterly of the southern boundary of lot 141 of location 507, as shown on Land Titles Office Deposited Plan 3879; thence westerly to and along that boundary and southern boundaries of lots 137 to 130 inclusive, 123, 119 to 115 inclusive, and 111 to the south-eastern corner of lot 25 of location 507, as shown on Land Titles Office Deposited Plan 3393; thence westerly along the southern boundary of that lot and lot 24 to the eastern boundary of location 286; thence southerly along that boundary to the south-eastern corner of lot 2 of location 286 aforesaid, as shown on Land Titles Office Deposited Diagram 23364; thence westerly along the southern boundary of that lot and onwards to and along the northern boundary of location 506 to the eastern side of Rockingham Road; thence northerly and north-north-easterly along that side to the north-western corner of lot 38 of location 342, as shown on Land Titles Office Deposited Plan 3638; thence north-north-easterly to and along western boundaries of lots 36 to 34 inclusive and onwards to the eastern side of Cockburn Road (road number 11770); and thence generally northerly along that side to the starting point. (One member.)

(Public Plans F.201-4, F.202-4, F.217-4 and F.218-4.)

#### Kwinana Beach Ward.

All that portion of the Kwinana Road District bounded by lines starting from the intersection of the northern alignment of Office Road (road number 1771) and the south-eastern alignment of Rockingham Road (road number 695), a point on the Kwinana Road District boundary and extending north-easterly along the south-eastern alignment of Rockingham Road aforesaid to the south-western alignment of Ocean Street; thence south-easterly along that alignment to the northern corner of lot 292 of Cockburn Sound Location 244, as shown on Land Titles Office Deposited Plan 3837; thence south-westerly along north-western boundaries of that lot and lot 275 to the north-eastern side of Bay Street; thence south-easterly along that side to the north-western side of Pioneer Road; thence south-westerly along that side to the northern side of Office Road aforesaid, a point on the Kwinana Road District boundary aforesaid; and thence westerly along that road district boundary to the starting point. (One member.)

(Public Plan F.249-4.)

#### Industrial Ward.

All that portion of the Kwinana Road District bounded by lines starting from the intersection of the centre line of Burnett Way and the eastern side of Cockburn Road (road number 11770), a point on the Kwinana Road District boundary and extending generally southerly along the eastern side of Cockburn Road aforesaid to a point situate in prolongation north-north-easterly of the western boundary of lot 34 of Cockburn Sound Location 342, as shown on Land Titles Office Deposited Plan 3638; thence south-south-westerly to and along that boundary and western boundaries of lots 35 and 36 and onwards to the north-western corner of lot 38; thence south-south-westerly and southerly along the eastern side of Rockingham Road to the north-western corner of location 506; thence easterly along the northern boundary of that location to the western side of the Fremantle-Mandurah-Pinjarra Controlled Access Road; thence generally southerly along that side to the northern

side of Wellard Road (road number 313), a point on the Kwinana Road District boundary aforesaid; thence generally westerly along that road district boundary to the north-western side of Pioneer Road; thence north-easterly along that side to the north-eastern side of Bay Street; thence north-westerly along that side to the western corner of lot 275 of location 244, as shown on Land Titles Office Deposited Plan 3837; thence north-easterly along the north-western boundaries of that lot and lot 292 to the south-western alignment of Ocean Street; thence north-westerly along that alignment to the south-eastern alignment of Rockingham Road (road number 695); thence south-westerly along that alignment to the northern alignment of Office Road (road number 1771), a point on the Kwinana Road District boundary aforesaid; and thence generally south-westerly, north-westerly, generally north-north-easterly and generally easterly along that road district boundary to the starting point. (One member.)

(Public Plans 341A/40, 341D/40, Naval Base Sub-division, F.201-4, F.217-4, F.218-4, F.233-4, F.234-4, F.249-4 and F.250-4.)

#### Rural Ward.

All that portion of the Kwinana Road District bounded by lines starting from the southern corner of Kwinana Town Lot 38 (reserve 25684), a point on the Kwinana Road District boundary and extending northerly along a western boundary of that lot and lot 30 (reserve 23621) and onwards to the southern boundary of the northern severance of lot 38 aforesaid; thence south-westerly and northerly along boundaries of that severance to the westernmost south-western corner of Peel Estate Lot 1278; thence generally northerly along western boundaries of that lot and lots 83, 170, 169, 168, 167, 81, 79, 77, 75, 73 and 71 to the northern side of road number 313; thence west-north-westerly along that side to the western side of the Tramway Reserve; thence generally northerly along that side to a point situate in prolongation easterly of the northern boundary of lot 623; thence westerly to and along that boundary and onwards to the western side of a one chain road passing along the western boundaries of lots 623 to 626 inclusive; thence generally northerly along that side to the southern side of Thomas Road (road number 6280); thence generally westerly along that side to the northern corner of Kwinana Town Lot M1039; thence south-westerly and south-easterly along boundaries of that lot to a point situate in prolongation north-easterly of the north-western side of Bingfield Road West; thence generally south-westerly to and along that side and the western side of Tucker Street and onwards to and along the north-western boundary of Kwinana Town Lot 115 (reserve 24390) to its western corner; thence south-easterly, southerly and easterly along boundaries of that lot to the western side of Stanyford Way; thence southerly along that side to the southern side of Summerton Road; thence easterly along that side to the western side of Westbrook Street; thence generally southerly along that side to the southern side of Blay Road; thence southerly to the easternmost north-eastern corner of location 1876 (reserve 25132); thence generally southerly and westerly along boundaries of that location to its south-western corner; thence southerly in prolongation of the western boundary of that location to the northern side of road number 1607, a point on the Kwinana Road District boundary aforesaid; thence generally north-westerly along that road district boundary to the intersection of the northern side of Wellard Road (road number 313) and the western side of the Fremantle-Mandurah-Pinjarra Controlled Access Road; thence generally northerly along that side of the controlled access road to the northern boundary of location 506; thence easterly along that boundary and onwards to and along the southern boundary of lot 2 of location 286, as shown on Land Titles Office Deposited Diagram 23364, to the eastern boundary

of that location; thence northerly along that boundary to the south-western corner of lot 24 of location 507, as shown on Lands Titles Office Deposited Plan 3393; thence easterly along that boundary and the southern boundary of lot 25 to the south-western corner of lot 111, as shown on Lands Titles Office Deposited Plan 3879; thence easterly along the southern boundaries of that lot and lots 115 to 119 inclusive, 123, 130 to 137 inclusive, 141 and onwards to the eastern side of Hendy Road; thence northerly along that side and onwards to the southern boundary of location 305; thence westerly and northerly along boundaries of that location to the southern boundary of location 339; thence westerly and northerly along boundaries of that location to the southern corner of location 651; thence generally north-westerly and westerly along the northern side of Hope Valley Road to the south-eastern corner of location 382; thence northerly and westerly along boundaries of that location to the eastern side of Cockburn Road (road number 11770); thence generally northerly along that side to its intersection with the centre line of Burnett Way, a point on the Kwinana Road District boundary aforesaid; and thence generally easterly, generally southerly and generally westerly along that road district boundary to the starting point. (One member.)

(Public Plans 341A/40, 341D/40, F.201-4, F.202-4, F.218-4, F.234-4, F.249-4, F.250-4, Medina Townsite, Naval Base Subdivision, and Wellard (now part Kwinana Townsite).)

#### JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 9th November, 1960.

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

- Beecroft, Mrs. Bertha, of 273 Salvado Road, Floreat Park.  
Chester, Stanley Flay, of Goomalling.  
Lithgo, George Leslie, of 14 George Street, Alfred Cove.  
Pitman, Raymond, of Goomalling.  
Porteous, Laurie Edney, of 14 Radium Street, Bentley.  
Quantock, Mrs. Beryl, of 15 Simpson Street, Applecross.  
Ross, Mrs. Norma Elizabeth Strahan, of Carnarvon.  
Sermon, Laurence Augustine, of Grass Valley.

R. H. DOIG,

Under Secretary, Premier's Department.

#### AUDIT ACT, 1904.

The Treasury,  
Perth, 4th November, 1960.

Education Department 1320/58.

IT is hereby published for general information that Messrs. R. Pillow, W. Pittaway and F. W. Chapman have been appointed as Receivers of Revenue for the Education Department (Technical Division) as from 17th October, 1960.

Trsy. 42/45.

IT is hereby published for general information that Mr. S. A. Smith has been appointed as a Receiver of Revenue for the Registrar General's Department for the period 17th to 28th October, inclusive, during the absence on leave of Mr. R. A. Peers and absence on other duties of Mr. R. G. Champion.

Trsy. 957/48.

IT is hereby published for general information that the appointment of Mr. C. A. Taylor as Receiver of Revenue for the Department of Native Welfare, Wyndham, has been cancelled as from the 31st October, 1960.

K. J. TOWNSING,  
Under Treasurer.

Public Service Commissioner's Office,  
Perth, 9th November, 1960.

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

Ex. Co. 1784, P.S.C. 586/60—N. F. Osborn, Clerk, Audit Department, to be Inspector (Relieving), C-II-5, Audit Department, as from 26th October, 1960.

Ex. Co. 1787, P.S.C. 532/60—A. R. Worthington, Clerk, Geraldton Water Supply, Public Works Department, to be Assistant to District Officer (Geraldton), G-II-1, Field Division, Native Welfare Department, as from 26th October, 1960.

Ex. Co. 1787, P.S.C. 569/60—R. E. Baker, Clerk, Geological Surveys Branch, Mines Department, to be Clerk (Geraldton), C-II-1/2, District Offices, Department of Agriculture, as from 26th October, 1960.

Ex. Co. 1787, P.S.C. 561/60—M. M. Humphries, Clerk, Meter Reading, Accounting Division, Metropolitan Water Supply Department, to be Clerk, C-II-2, Relieving Staff, Accounting Division, Metropolitan Water Supply Department, as from 26th October, 1960.

Ex. Co. 1784, P.S.C. 556/60—E. W. Evensen, Clerk Assistant (Applications), Applications, Inspections and Immigration Branch, Lands and Surveys Department, to be Clerk Assistant, C-II-5, Land Settlement Branch, Lands and Surveys Department, as from 26th October, 1960.

Ex. Co. 1784, P.S.C. 555/60—W. J. Brown, Recovery Clerk, Recovery Section, Metropolitan Water Supply Department, to be Clerk, C-II-1, Factories Branch, Department of Labour, as from 26th October, 1960.

Ex. Co. 1787, P.S.C. 602/60—T. W. Carmody, Inspector, Public Service Commissioner's Office, to be Senior Inspector, C-II-10, Public Service Commissioner's Office, as from 26th October, 1960.

Ex. Co. 1787, P.S.C. 602/60—H. H. Jarman, Inspector, Public Service Commissioner's Office, to be Senior Inspector, C-II-10, Public Service Commissioner's Office, as from 26th October, 1960.

And has accepted the following resignations:—

Ex. Co. 1784—L. G. M. Walsh, Typist, Clerical Section, Town Planning Department, as from 13th October, 1960.

Ex. Co. 1787—A. M. McNally, Laboratory Assistant, Biological Services Division, Department of Agriculture, as from 21st October, 1960.

#### AMENDMENTS TO TITLE AND CLASSIFICATION.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given of the following amendments to title and classification, with effect from 1st November, 1960:—

Item 3311/59—Occupied by D. G. Wilcox, North-West Branch, Department of Agriculture, amended from Adviser, Grade 3, P-II-3/7, to Adviser, Grade 2, P-II-8/9.

Item 3148/59—Vacant, Dairy Products Supervision Section, Dairying Division, Department of Agriculture, amended from Adviser, Grade 3, P-II-3/7, to Officer in Charge, P-II-8/9, Dairy Laboratory, Dairy Products Supervision Section, dairying Division, Department of Agriculture.

R. J. BOND,  
Public Service Commissioner.

## VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Audit	Clerk (Item 301/59)	C-II-1/2	Margin £407-£515	1960 11th November
Crown Law	Examining Clerk, Receiving Room, Land Titles Office (Item 2132/59)	C-II-5	Margin £785-£839	do.
Do.	Typist (Crown Solicitor), Records and Correspondence Section (Item 1857/59)	C-III-1	Margin £305-£332	do.
Agriculture	Deputy Director of Agriculture (Item 2952/59)	P-S-£3,378	Gross £3,498	do.
Do.	Laboratory Assistant (Male), Entomological Branch (new Item) (a) (c)	G-X	53%—15 years to Margin £371	do.
Public Works	Engineer, Grade 2, Construction Section, Hydraulic Engineer's Branch (Item 864/59)	P-II-8/9	Margin £1163-£1325	do.
Do.	Engineer, Grade 2, Construction Section, Hydraulic Engineer's Branch (e)	P-II-8/9	Margin £1163-£1325	do.
Mines	Engineering Draftsman, Engineering Chemistry Division (Welshpool), Government Chemical Laboratories (new Item) (a) (l)	P-II-1/5	Margin £407-£839	do.
Do.	Laboratory Technician, Grade 3, Engineering Chemistry Division (Welshpool), Government Chemical Laboratories (new Item) (a) (m)	G-II-1/2	Margin £407-£515	do.
Do.	Laboratory Assistant, Engineering Chemistry Division (Welshpool), Government Chemical Laboratories (new Item) (a) (n)	G-X	53%—15 years to Margin £371	do.
Forests	Accountant, Accounts Branch (new Item) (g)	C-II-10	Margin £1379-£1433	do.
Agriculture	Accountant, Accounts Branch (new Item) (g)	C-II-10	Margin £1379-£1433	do.
Medical	Clerk-Assistant, General Section (Item 4261/59)	C-II-4	Margin £677-£731	do.
Education	Technical Assistant, Correspondence School, Technical Education Division (new item) (a)	G-III-1	Margin £305-£332	18th November
Crown Law	Cashier, Accounts Branch (Item 1863/59)	C-II-2	Margin £479-£515	do.
Do.	Senior Clerk, Conveyancing, Public Trust Office (Item 2071/59)	C-II-5/6	Margin £785-£947	do.
Police	Cashier, Fremantle Office, Traffic Branch (Item 3555/59)	C-II-2	Margin £479-£515	do.
Public Works	District Officer, Water Supply (Pingelly), Hydraulic Engineer's Branch, Engineering Division (new item) (a)	G-II-3	Margin £569-£623	do.
Do.	District Officer, Water Supply (Moorra), Hydraulic Engineer's Branch, Engineering Division (new item) (a)	G-II-3	Margin £569-£623	do.
Agriculture	Inspector, Grade 2, Inspection Services, Wheat and Sheep Division (Item 3200/59)	G-II-2/3	Margin £479-£623	do.
Forests	Deputy Conservator (Item 1754/59)	P-S-£3,378	Gross £3,498	do.
Public Works	Clerk in Charge, Clerical Section, Architectural Division (Item 968/59)	C-II-6	Margin £893-£947	do.

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

(c) Junior Certificate, including English and Mathematics A essential, with Science subjects desirable. Preference given to applicants with Leaving Certificate.

(e) Transferred from Harbours and Rivers Branch—shown in P.S. List as Item 808/59.

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

(l) First three years of Diploma course in Structural or Mechanical Engineering at Perth Technical College or approved equivalent. Four years' experience in an Engineering Drawing Office essential.

(m) Leaving Certificate, including English, Mathematics A, Physics and Chemistry or an approved equivalent. Previous laboratory experience and some mechanical skill essential.

(n) Junior Certificate, including English and Mathematics A essential, with Science subjects desirable.

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

R. J. BOND,  
Public Service Commissioner

11th November, 1960.

PARLIAMENT OF WESTERN AUSTRALIA.

Bills Assented To.

IT is hereby notified for public information that His Excellency the Lieutenant-Governor has Assented in the name and on behalf of Her Majesty the Queen, on the dates stated, to the undermentioned Bills passed by the Legislative Council and the Legislative Assembly during the Second Session of the Twenty-third Parliament, 1960.

Short Title of Bill; Date of Assent; Act No.

Northern Developments (Ord River) Pty. Ltd. Agreement; 1st November, 1960; XXXII.  
Prevention of Pollution of Waters by Oil; 1st November, 1960; XXXIII.  
Plant Diseases Act Amendment; 1st November, 1960; XXXIV.

City of Fremantle (Free Literary Institute) Act Amendment; 1st November, 1960; XXXV.  
Esperance Lands Agreement; 1st November, 1960; XXXVI.  
Country High School Hostels Authority; 3rd November, 1960; XXXVII.  
Health Act Amendment (No. 2); 3rd November, 1960; XXXVIII.  
Metropolitan Region Town Planning Scheme Act Amendment; 3rd November, 1960; XXXIX.  
Coal Mine Workers (Pensions) Act Amendment; 3rd November, 1960; XL.  
Stamp Act Amendment (No. 2); 3rd November, 1960; XLI.

J. B. ROBERTS,  
Clerk of the Parliaments.

8th November, 1960.

Electoral Department,  
Perth, 7th November, 1960.

PURSUANT to the provisions of section 7 of the Electoral Act, 1907-1959, and the authority delegated to him by the Governor thereunder, the Hon. Attorney General has appointed Stanley Edward Wheeler as substitute to discharge the duties of Chief Electoral Officer during the absence of Mr. G. F. Mathea on long service leave, as from the 15th November, 1960.

G. F. MATHEA,  
Chief Electoral Officer.

#### HEALTH ACT, 1911-1959.

Department of Public Health,  
Perth, 8th November, 1960.

P.H.D. 774/59.

THE appointment of Mr. George Buchanan Robertson as Health Inspector for the Municipality of Narrogin is hereby approved.

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

#### GOVERNMENT LAND SALE.

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, 1933-1960, and its regulations:—

##### MORAWA.

1st December, 1960, at 3.30 p.m., at the Rural and Industries Bank:—

Tardun—Town, 2, 39.1p., £25; 3 and 4, 1r., £20 each.

##### PORT HEDLAND.

23rd November, 1960, at 11 a.m., at the Court House:—

Port Hedland—Town, 383, 38p., £50.

##### BROOME.

25th November, 1960, at 3 p.m., at the Court House:—

Broome—Town, 355, 2r. 16p., £50.

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

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

F. C. SMITH,  
Under Secretary for Lands.

#### FORFEITURES.

THE undermentioned lease has been cancelled under section 23 of the Land Act, 1933-1960, due to abandonment.

F. C. SMITH,  
Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan.

Finch, E. M. V., Hill, M. M., Folvig, G. O., Folvig, D. A., Royle, J. J. L., Howard, G. J. and Finch, L. R.; 395/989; Kaluwiri; abandoned; 3416/52; 53/300.

#### BUSH FIRES ACT, 1954-1958.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
East Perth; 3rd November, 1960.

Corres. No. 511.

IT is hereby notified for general information, that the Hon. Minister for Lands, acting pursuant to the powers contained in section 17, subsection (3), of the Bush Fires Act, 1954-1958, on the application of the Municipality of York, has approved of the suspension until the 23rd December, 1960, of the prohibited burning times declared for the Municipality of York so far as the declaration relates to land within all streets, roads, rights of way, and reserves in the municipality and also all land under the control of the municipality.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

#### BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,  
East Perth, 9th November, 1960.

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

Carnamah: F. T. Pritchard.  
Moora: T. R. Masters, R. B. Lukin, R. J. Elphick, D. F. Reed and N. E. Harrington.  
Upper Blackwood: M. E. Harley, C. Pittendreich, L. G. Amey, G. W. Barron and K. Hales.

The following appointments have been cancelled:—

Carnamah: T. H. Perry.  
Moora: N. H. Tonkin, O. O. Zanzetti and F. T. Elliott.  
Upper Blackwood: F. D. Tuckett and G. M. Stokes.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

#### ERRATUM.

IN a notice on page 3409 of *Government Gazette* (No. 90) of 4th November, 1960, under the heading "Bush Fires Act, 1954-1958—Appointment of Bush Fire Control Officers," in line 13 delete D. Tolland and R. Biglin.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

#### BUSH FIRES ACT, 1954-1958.

Suspension of Prohibited Burning Times.

Bush Fires Board,  
East Perth, 9th November, 1960.

Corres. No. 451/55.

IT is hereby notified for general information that the Hon. Minister for Lands, acting pursuant to the powers contained in section 17, subsection (3), of the Bush Fires Act, 1954-1958, on the application of the Victoria Plains Road Board, has approved of the suspension until the 18th November, 1960, of the prohibited burning times declared for the Victoria Plains Road District, so far as the declaration relates to land contained within the townsites of Calingiri and Bolgart.

A. SUTHERLAND,  
Secretary, Bush Fires Board.

#### LAND OPEN FOR PASTORAL LEASING.

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

WEDNESDAY, 23rd DECEMBER, 1960.

Kimberley Division.—Meda District.

Corres. 2609/59. (Plan 139/300.)

IT is notified for general information that all that land comprising about 14,200 acres formerly the southern portion of reserve No. 1011, and situated south of a line extending west from the trigonometrical station on Mt. Page, will be open for pastoral leasing on the 28th December, 1960, at an annual rental of 10s. per thousand acres.

Applications, accompanied by the required deposit, must be received at this office not later than the above date.

Deposit: £4 10s.

F. C. SMITH,  
Under Secretary for Lands,  
Department of Lands and Surveys,  
Perth, 28th October, 1960.

RE-APPRAISEMENT OF TOWN AND SUBURBAN LOTS

Corres. No. 3999/29.

IT is hereby notified for general information that, under the provisions of the Land Act, 1933-1960, and the regulations there-under governing the leasing of Town and Suburban lands, the Honourable the Minister for Lands has approved of the re-appraisal of the undermentioned lots as from the 1st January, 1961.

Town	Lot	Lease No.	Capital Unimproved Value		Lessee	
			Previous	Re-appraised		
			£ s. d.	£ s. d.		
Ardath	23	6010/153	30 0 0	40 0 0	Roberts, M. M.	
Ballidu	1	5144/153	65 0 0	70 0 0	Hoddy, R. D.	
	2	65330/153	55 0 0	60 0 0	Hoddy, R. D.	
Belka	11	009/153	25 0 0	25 0 0	Totadgin Farmers Co-Operative Co. Ltd.	
	12	6006/153	25 0 0	25 0 0	Totadgin Farmers Co-Operative Co. Ltd.	
Bencubbin	36	4908/153	50 0 0	60 0 0	{ Armstrong, G.	
	59	5073/153	20 0 0	35 0 0	{ Armstrong, A. M.	
	92	5229/153	20 0 0	50 0 0	{ Mount Marshall Road Board	
	93	5230/153	17 10 0	45 0 0	{ Hannam, S.	
	94	5231/153	17 10 0	45 0 0	{ Hannam, D. W.	
Darkan	45	2272/153	15 0 0	40 0 0	{ Hannam, D. W.	
	98	534/153	12 10 0	35 0 0	{ Fitzpatrick, A. H. F.	
	99	535/153	15 0 0	35 0 0	{ Steddy, J. W.	
Gingin	108	1895/153C	36 13 4	60 0 0	{ Steddy, G. B.	
	113	1896/153C	30 0 0	50 0 0	{ Steddy, J. W.	
	Sub. 57	1770/153C	20 0 0	35 0 0	{ Steddy, G. B.	
Hamel	7	1707/153C	100 0 0	175 0 0	{ Mullins, C.	
	8	1708/153C	100 0 0	175 0 0	{ Mullins, M.	
	58	1448/153C	130 0 0	565 0 0	{ Huckler, C. J.	
	59					
	65					
	78	1455/153C	130 0 0	616 0 0	{ Huckler, E. C.	
	80					
	79	1447/153C	100 0 0	610 0 0	{ De Rosa, N. F.	
81						
Jarrahdale	10	1613/153	40 0 0	40 0 0	{ De Rosa, M.	
Meckering	19	4832/153	12 10 0	25 0 0	{ Kelly, E. L.	
Moora	129	1885/153C	26 13 4	100 0 0	{ Holland, H. J.	
	168	103/153C	26 13 4	90 0 0	{ Clinch, W. R.	
	173	224/153C	30 0 0	110 0 0	{ Elliott, H. O.	
	174	390/153C	30 0 0	90 0 0	{ Ambrose, R. R.	
	189	3117C/402	30 0 0	80 0 0	{ Ambrose, R. R.	
	190	3117C/401	26 13 4	60 0 0	{ Wardle, P. R.	
	195	1482/153C	30 0 0	100 0 0	{ Wardle, P. R.	
	198	248/153C	20 0 0	70 0 0	{ Porter, G. H.	
	201	1572/153C	20 0 0	75 0 0	{ Robertson, E. G.	
	202	1261/153C	26 13 4	60 0 0	{ King, W. R.	
	204	1186/153C	26 13 4	75 0 0	{ King, W. R.	
	223	1297/153C	26 13 4	60 0 0	{ King, F. E. E.	
	233	3117C/418	26 13 4	100 0 0	{ Purser, B.	
	Muchea	71	1810/153C	136 13 4	400 0 0	{ Martin, E.
		72				
73						
83						
84						
88						
89		332/153C	20 0 0	70 0 0	{ Coleman, P. M.	
90						
91						
92						
101	621/153C	16 13 4	50 0 0	{ Coleman, B. E.		
	103	364/153C	16 13 4	50 0 0	{ Steer, W. R.	
	105	343/153C	16 13 4	50 0 0	{ Steer, W. R.	
	106	344/153C	30 0 0	100 0 0	{ Steer, W. H.	
	111	1047/153C	16 13 4	50 0 0	{ Steer, W. H.	
	112	13/153C	16 13 4	50 0 0	{ Steer, W. H.	
Mukinbudin	24	5148/153	15 0 0	60 0 0	{ Churches of Christ in Western Australia Inc.	
Ora Banda	16	2863/153	40 0 0	20 0 0	{ Argus, J. H. and Argus R. F., as Executors of Argus, M. A. (deceased)	
	73	1073/153	25 0 0	20 0 0	{ Scotson, S.	
Pantapin	29	5773/153	20 0 0	25 0 0	{ The State Housing Commission	
Tammin	113	3782/153	37 10 0	50 0 0	{ Keates, J.	
Waroona	302	1640/153C	20 0 0	45 0 0	{ Berry, D.	
Watheroo	6	210/153	30 0 0	30 0 0	{ Fitzgerald, J.	
					{ Noonan, E. J.	

## RE-APPRAISEMENT OF TOWN AND SUBURBAN LOTS

Corres. No. 3999/29

IT is hereby notified for general information that, under the provisions of the Land Act, 1933-1960, and pursuant to the conditions under which the undermentioned leases were granted, the Honourable the Minister for Lands has approved of the re-appraisal of the annual rentals of the undermentioned leases as from the 1st January, 1961.

Town	Location	Lease No.	Annual Rental		Lessee
			Previous	Re-appraised	
Swan	5292	3117/3841	£ s. d. 1 0 0	£ s. d. 6 0 0	Sanderson, K. I. Smith, M. A. Hammond, M.
	5296	3117/2842	1 0 0	6 0 0	
	5307	3117/3849	1 0 0	10 0 0	

F. C. SMITH,  
Under Secretary for Lands.

## RE-APPRAISEMENT OF TOWN AND SUBURBAN LOTS

Corres. No. 3999/29

IT is hereby notified for general information that, under the provisions of the Land Act, 1933-1960, and the regulations thereunder governing the leasing of Town and Suburban Lands, the Honourable the Minister for Lands has approved of the re-appraisal of the undermentioned lots as from the 1st January, 1961.

Town	Lot No.	Lease No.	Capital Unimproved Value		Lessee
			Previous	Re-appraised	
Marble Bar	10	3117/1358	£ s. d. 20 0 0	£ s. d. 40 0 0	Marble Bar Road Board Pozzi, A. W.
	78	3117/2878	15 0 0	20 0 0	
Mt. Magnet	176	3117/853	12 10 0	45 0 0	Hill 50 Gold Mine No Liability Moses, F. E. Lyons, F. A. Taylor, W. A. Fleming, B. G. Stanton, L. Bald, W. Drew, M. M. Radcliffe, H. S.
	179	3117/568	12 10 0	50 0 0	
	246	3117/2093	12 10 0	25 0 0	
	247	3117/2355	12 10 0	25 0 0	
	311	5932/153	15 0 0	60 0 0	
	331	3117/854	15 0 0	60 0 0	
	345	3117/599	12 10 0	50 0 0	
	346	3117/600	12 10 0	50 0 0	
Nungarin	6	3845/153	80 0 0	80 0 0	Bock, M. A. as Administratrix of Estate of Bock, A. J. (deceased)
Reedy	192	3117/1741	12 10 0	25 0 0	

F. C. SMITH,  
Under Secretary for Lands.



## LAND OPEN FOR SELECTION

## Perth Land Agency

Department of Lands and Surveys,  
Perth, 11th November, 1960

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1960, 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, 7th DECEMBER, 1960

## SCHEDULE I

Location	Area	Price per Acre	Plan	Corres. No.	Classification File	Deposit Required
	a. r. p.	£ s. d.				£ s. d.
Avon 25037 (a) ....	1,262 0 9	4 6	54/80 B. 3	4734/55	3371/28 p. 28	3 8 0
„ 26773 (a) ....	1,041 3 37	4 9	„	„	3255/30 p. 7A	3 4 9
„ 27951 (a) ....	310 1 15	7 6	„	„	„	2 6 5
„ 27940 (a) ....	518 3 17	12 3	Youraling Sheet 2	1763/57	1763/57 p. 11	2 12 0
Fitzgerald 314 (b) (e) ....	1,240 0 26	.....	402/80 B. 2	821/54	.....	3 8 0
Kojonup 8940 (a) (d) ....	3,207 3 23	12 9	417/80 F. 2	} 4272/52	654	4 16 0
Ninghan 1166 (a) (b) ....	1,000 1 32	4 9	418/80 A. 2			
Plantagenet 6657 (c) (f) ....	abt. 270 0 0	1 13 3	66/80 A. B. 4	} 3719/56	2040/27 p. 9	3 0 9
Victoria 10122 (a) ....	4,993 0 20	5 0	451D/40 A. 4			
„ 10414 (a) ....	3,655 0 20	6 0	452C/40 F. 4	} 1213/58	.....	12 3 9
			127/80 A. B. 1			
			156/80 A. B. 4	} 167/58	4633/52 p. 9	5 11 3
			91/80 A. B. 4			
				2540/57	661/55 p. 18	5 1 8

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

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

(c) Subject to survey.

(d) Subject to provision of necessary roads.

(e) Subject to pricing.

(f) Available to adjoining holders only.

F. C. SMITH,  
Under Secretary for Lands.

## ROAD DISTRICTS ACT, 1919-1959.

I, JOHN SAMUEL CHARLES DEWAR, being the owner of land over or along which the portions of roads hereunder described pass, have applied to the Manjimup Road Board to close the said portions of roads, viz.:-

Manjimup.

Corr. 1677/29.

M.608. (a) The whole of Rose Street within Manjimup Lots 230 and 231 as shown on Land Titles Office Diagram 19881; from the south-western alignment of Plunkett Street to the north-eastern alignment of Rae Street.

(b) All that portion of Airey Road abutting the north-eastern boundary of Lot 2 of Manjimup Lot 230 (L.T.O. Diagram 19881); from the prolongation north-eastward of the north-western boundary of said lot 2 to the western alignment of Rose Street. (Plan Manjimup Townsite.)

JOHN DEWAR.

I, Ernest Albert Edwards, on behalf of the Manjimup Road Board, hereby assent to the above application to close the roads therein described.

E. A. EDWARDS,

Chairman, Manjimup Road Board.

24th October, 1960.

## ROAD DISTRICTS ACT, 1919-1959.

Closure of Road.

WE, Mervyn Reece Gray, Rosaline May Carlisle Gray and Alfred Raymond Traylen, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Mundaring Road Board to close the said portion of road, viz.:-

Mundaring.

Corr. 652/08.

M.605. That portion of road No. 4760 extending through Swan Location 2670; from the western boundary of the location to the prolongation southward of the western alignment of road No. 11835. (Plan 1B/20, N.E.)

R. GRAY.

M. R. GRAY.

ALFRED R. TRAYLEN.

I, Herbert Ernest Marnie, on behalf of the Mundaring Road Board, hereby assent to the above application to close the road therein described.

H. R. MARNIE,

Chairman, Mundaring Road Board.

1st November, 1960.

## ROAD DISTRICTS ACT, 1919-1959.

## Closure of Road.

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

## Bridgetown.

Corr. 3362/96.

B.616. That portion of Hester Street, Bridgetown, bounded by lines starting at the south-western corner of Bridgetown Lot 484 and extending 2 degrees 1 minute 2 chains 36.8 links; thence 12 degrees 42 minutes 1 chain 93.5 links; thence 76 degrees 28 minutes 3.1 links; thence 187 degrees 12 minutes 4 chains 29.5 links to the starting point (Diagram 67329). (Plan Bridgetown Sheet 1.)

F. C. SMITH,  
for Minister for Lands.

I, William Stanford Bagshaw, on behalf of the Bridgetown Road Board, hereby assent to the above application to close the road therein described.

W. S. BAGSHAW,  
Chairman, Bridgetown Road Board.  
18th October, 1960.

## ROAD DISTRICTS ACT, 1919-1959.

WHEREAS John Mervyn Smith, being the owner of land over or along which the undermentioned road in the Dumbleyung Road District passes has applied to the DUMBLEYUNG Road Board to close the said road, which is more particularly described hereunder, that is to say:—

Corr. 3009/59.

D.403. The surveyed road abutting part of the northern boundary of Williams Location 12161; from the prolongation southward of the eastern boundary of location 14207 to the prolongation northward of the easternmost boundary of location 12161. (Plan 386D/40, C4.)

WHEREAS Albert Walter Reading and Owen John Piggott, being the owners of land over or along which the undermentioned road in the Harvey Road District passes, have applied to the HARVEY ROAD BOARD to close the said road, which is more particularly described hereunder, that is to say:—

Corr. 4171/95.

H43. That portion of road No. 11570 bounded by lines starting at the intersection of its western alignment with the southernmost boundary of lot 2 of Wellington Location 48 (Land Titles Office Plan 6537) and extending 89 degrees 59 minutes 1 chain 0.9 links; thence 187 degrees 39 minutes 17 chains 21.2 links; thence 188 degrees 17 minutes 10 chains 87.6 links; thence 218 degrees 4 minutes 2 chains 1.4 links; thence 8 degrees 17 minutes 12 chains 61.8 links; thence 7 degrees 39 minutes 17 chains 7.5 links to the starting point. (Plans 383D/40, A4, and Original Plan 7737.)

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

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

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

It is hereby notified that the said roads are closed.

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

## ROAD DISTRICTS ACT, 1919-1959.

WHEREAS the BALINGUP Road Board, by resolution passed at a meeting of the Board, held at Balingup, on or about the 24th day of November, 1959, resolved to open the road hereinafter described, that is to say:—

1388/05.

Road No. 2035 (Wright Street—widening of part). That portion of Balingup Lot 144 as delineated and coloured dark brown on Lands and Surveys Diagram 67072. (Plan Balingup Town-site.)

WHEREAS the BEVERLEY Road Board, by resolution passed at a meeting of the Board, held at Beverley, on or about the 2nd day of October, 1959, resolved to open the road hereinafter described, that is to say:—

L. and S. 3482/59, M.R.D. 784/54.

Road No. 4375 (Brookton Highway—widening of parts). Those portions of Avon Locations 6697, 7478 and 11552 as delineated and coloured dark brown on Original Plan 8503. (Plan Youraling Sheet I.)

WHEREAS the BROOKTON Road Board, by resolution passed at a meeting of the Board, held at Brookton, on or about the 10th day of October, 1959, resolved to open the road hereinafter described, that is to say:—

L. and S. 3482/59, M.R.D. 784/54.

Road No. 4375 (Brookton Highway—widening of part). That portion of Avon Location 9848 as delineated and coloured dark brown on Original Plan 8503. (Plan Youraling Sheet I.)

WHEREAS the CAPEL Road Board, by resolution passed at a meeting of the Board, held at Capel, on or about the 24th day of February, 1953, resolved to open the road hereinafter described, that is to say:—

11851/97.

Road No. 1481 (Elgin Road—widening of part). That portion of Wellington Location 3241 as delineated and coloured dark brown on Lands and Surveys Diagram 67045. (Plan 411D/40, A4.)

WHEREAS the CAPEL Road Board, by resolution passed at a meeting of the Board, held at Capel, on or about the 11th day of April, 1958, resolved to open the road hereinafter described, that is to say:—

2952/12.

Road No. 11978. A strip of land, one chain wide, widening in parts, leaving a surveyed road at the south-west corner of Boyanup Agricultural Area Lot 270 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66922) eastward inside and along the southern boundary of said lot to a surveyed road at its south-east corner. (Plan 411D/40, A3.)

WHEREAS the CHAPMAN VALLEY Road Board, by resolution passed at a meeting of the Board, held at Nanson, on or about the 23rd day of January, 1960, resolved to open the road hereinafter described, that is to say:—

L. and S. 492/60, M.R.D. 327/57.

Road No. 1977 (North-West Coastal Highway—widening of part). That portion of Victoria Location 411 as delineated and coloured dark brown on Lands and Surveys Diagram 67321. (Plan 157D/40, A3.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin, on or about the 5th day of February, 1959, resolved to open the road hereinafter described, that is to say:—

3599/58.

Road No. 11975. A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagrams 67024 and 67025,

leaving a surveyed road at the north-east corner of Avon Location 19650 and extending (as surveyed) south-eastward, southward and again south-eastward along the north-eastern boundaries of said location and location 19651, the eastern boundary of location 12868 and the north-eastern boundary of location 18827 to the easternmost north-east corner of the lastmentioned location. (Plan 344/80. C3.)

WHEREAS the DARDANUP Road Board, by resolution passed at a meeting of the Board, held at Dardanup, on or about the 20th day of August, 1954, resolved to open the road hereinafter described, that is to say:—

11640/98.

Road No. 864 (widening of part). That portion of Wellington Location 301 as delineated and coloured dark brown on Lands and Surveys Diagram 67043. (Plan 411D/40. A3.)

WHEREAS the DARLING RANGE Road Board, by resolution passed at a meeting of the Board, held at Kalamunda, on or about the 9th day of September, 1960, resolved to open the road hereinafter described, that is to say:—

2441/59.

Road No. 11986. A strip of land, one chain wide (unsurveyed), commencing at the north-west corner of Swan Location 2079 and extending eastward, outside and along the northern boundary of said location and onward a distance of one chain. (Plan Kalamunda Sheet 1.)

WHEREAS the DENMARK Road Board, by resolution passed at a meeting of the Board, held at Denmark, on or about the 21st day of August, 1958, resolved to open the road hereinafter described, that is to say:—

L. and S. 2994/58. M.R.D. 1025/57.

Road No. 5467 (South Coast Highway—widening of parts). Those portions of Hay Location 2202, Crown land and State Forest No. 42 as delineated and coloured dark brown on Lands and Surveys Diagram 67107. (Plan 452D/40. A4.)

WHEREAS the DUMBLEYUNG Road Board, by resolution passed at a meeting of the Board, held at Dumbleyung, on or about the 3rd day of March, 1948, resolved to open the road hereinafter described, that is to say:—

6311/10. Vol. 2.

Road No. 10933 (extension). A strip of land, two chains wide, leaving the eastern terminus of the present road at the north-west corner of Williams Location 8312 and extending as surveyed generally north-eastward along the northern boundaries of said location and the south-eastern boundary of location 6782 to the easternmost south-east corner of the latter location. (Plan 408A/40. C1.)

WHEREAS the GERALDTON-GREENOUGH Road Board, by resolution passed at a meeting of the Board, held at Geraldton, on or about the 17th day of November, 1959, resolved to open the road hereinafter described, that is to say:—

L. and S. 3917/59. M.R.D. 900/59.

Road No. 5170 (widening of parts). Those portions of Victoria Locations 215, 1100, 3488 and Narngulu Lot 72 as delineated and coloured dark brown on Lands and Surveys Diagram 67356. (Plans 126A/40. B1. and Narngulu Townsite.)

WHEREAS the IRWIN Road Board, by resolution passed at a meeting of the Board, held at Dongara, on or about the 18th day of November, 1953, resolved to open the road hereinafter described, that is to say:—

L. and S. 6939/50. M.R.D. 831/53.

Road No. 11979. A strip of land, two chains wide, widening in parts, commencing on the southern boundary of Victoria Location 1790 and extending

(as delineated and coloured dark brown on Original Plans 8034 to 8036 inclusive and including the intersecting portions of existing surveyed roads) southward through location 2011, to and through locations 9835 and 3942, to and along the western boundary of location 10397, along the eastern boundary of location 10398 and through locations 3570, 6117 and 3964 to a surveyed road within the lastmentioned location extending northward from its western boundary. (Plans 124B/40, E2, and 124/80. E3.)

WHEREAS the KOJONUP Road Board, by resolution passed at a meeting of the Board, held at Kojonup, on or about the 19th day of July, 1960, resolved to open the road hereinafter described, that is to say:—

1182/60.

Road No. 11977. A strip of land, one chain wide, leaving road No. 8894 at the north-west corner of Kojonup Location 8744 and extending (as surveyed) eastward along the northern boundary of said location to its north-east corner and continuing unsurveyed through Crown land to road No. 2466 at the south-east corner of location 3961. (Plan 437D/40. B3.)

WHEREAS the KONDININ Road Board, by resolution passed at a meeting of the Board, held at Kondinin, on or about the 20th day of April, 1959, resolved to open the road hereinafter described, that is to say:—

1432/59.

Road No. 8843 (widening of parts). Those portions of Roe Locations 2116 (portion of reserve 19929) and 1316 as delineated and coloured dark brown on Lands and Surveys Diagram 67093. (Plan 346/80. A4.)

WHEREAS the KONDININ Road Board, by resolution passed at a meeting of the Board, held at Kondinin, on or about the 18th day of January, 1957, resolved to open the road hereinafter described, that is to say:—

709/31.

Road No. 8843 (widening of part). That portion of Roe Location 191 as delineated and coloured dark brown on Lands and Surveys Diagram 66670. (Plan 346/80. A4.)

WHEREAS the LAKE GRACE Road Board, by resolution passed at a meeting of the Board, held at Lake Grace, on or about the 18th day of October, 1954, resolved to open the road hereinafter described, that is to say:—

709/31.

Road No. 9978 (widening of part). A strip of land, two chains wide, along the western side of the present road through Williams Location 13391 as delineated and coloured dark brown on Lands and Surveys Diagram 66671.

Road No. 11973. A strip of land, one chain wide, widening in part, leaving road No. 11658 on the northern boundary of Williams Location 9522 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66673) generally southward through said location to a surveyed road along its south-eastern boundary.

Road No. 11974. A strip of land, one chain wide, widening in parts, leaving a surveyed road on the western boundary of Williams Location 12582 and extending (as delineated and coloured dark brown on Original Plan 8212) eastward and south eastward through said location and locations 9518 and 13843 to a surveyed road at the south-east corner of the lastmentioned location.

(Plan 387/80. C1. and CD2.)

WHEREAS the MANJIMUP Road Board, by resolution passed at a meeting of the Board, held at Manjimup, on or about the 13th day of August, 1958, resolved to open the road hereinafter described, that is to say:—

1919/28.

Road No. 8295. (a) Widening of part.—That portion of State Forest No. 38 as delineated and coloured dark brown on Lands and Surveys Diagram 67111.

(b) Deviation of part.—A strip of land, one chain wide, leaving the present road on the western boundary of Nelson Location 2374 and extending as delineated and coloured dark brown on Lands and Surveys Diagram 67111 north-eastward through said location to rejoin the present road within the said location. (Plan 442B/40, F1.)

WHEREAS the MANJIMUP Road Board, by resolution passed at a meeting of the Board, held at Manjimup, on or about the 10th day of August, 1958, resolved to open the road hereinafter described, that is to say:—

2655/58.

Road No. 11984. A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 67044, leaving a surveyed road at the north corner of Nelson Location 9224 and extending (as surveyed) south-westward and southward along the north-western and western boundaries of said location to its south-west corner. (Plan 442B/40, E2.)

WHEREAS the MUKINBUDIN Road Board, by resolution passed at a meeting of the Board, held at Mukinbudin, on or about the 22nd day of July, 1959, resolved to open the road hereinafter described, that is to say:—

L. and S. 2662/59, M.R.D. 482/52.

Road No. 8339. (a) Widening of part.—That portion of Avon Location 14130 as delineated and coloured dark brown on Lands and Surveys Diagram 67266.

(b) Extension.—A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 67266, leaving the western terminus of the present road at the eastern end of the Barbalin Station Yard Reserve and extending (as surveyed) north-westward to and along the north-eastern side of said reserve to the eastern side of a two-chain road extending southward along the western boundary of Avon Location 14130. (Plan 55/80, E3.)

WHEREAS the MUKINBUDIN Road Board, by resolution passed at a meeting of the Board, held at Mukinbudin, on or about the 10th day of April, 1959, resolved to open the road hereinafter described, that is to say:—

3659/47.

Road No. 11983. A strip of land, two chains wide, commencing at the north-east corner of Avon Location 14355 and extending (as surveyed) southward along the eastern boundary of said location to a surveyed road at its south-east corner. (Plan 55/80, E 3 and 4.)

WHEREAS the NORTHAM Road Board, by resolution passed at a meeting of the Board, held at Northam, on or about the 13th day of June, 1960, resolved to open the road hereinafter described, that is to say:—

1814/38.

Road No. 109 (regazettal of part to agree with re-survey). A strip of land, one chain wide, leaving the present road at the south corner of Buckland Estate Lot 11 and extending (as shown on L.T.O. Plan 6921) north-westward through Avon Locations T1 and T2 to rejoin the present road on the western boundary of the latter location. (Plan Northam 40 N.W.)

WHEREAS the PLANTAGENET Road Board, by resolution passed at a meeting of the Board, held at Mt. Barker, on or about the 7th day of January, 1960, resolved to open the road hereinafter described, that is to say:—

4154/26, Vol. 2.

Road No. 11985. A strip of land, one chain wide, commencing on the northern boundary of Plantagenet Location 138 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 49196) south-eastward through said location to its south-east corner; thence, one chain wide (unsurveyed), inside and along a southern and part of a western boundary of Porongorup Estate Lot 7 and continuing (as surveyed) along the south-western and southern boundary of said lot to its south-east corner. (Plan 451A/40, C1.)

WHEREAS the PRESTON Road Board, by resolution passed at a meeting of the Board, held at Dennybrook, on or about the 7th day of August, 1958, resolved to open the road hereinafter described, that is to say:—

4257/12.

Road No. 4431 (deviation of parts). (a) A strip of land, one chain wide, widening in part, leaving the present road within Wellington Location 2182 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66990) south-westward through said location to road No. 588 on its western boundary.

(b) A strip of land, one chain wide, widening in parts, leaving the present road at its intersection with a northern boundary of Wellington Location 2182 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66990) eastward, northward and again eastward inside and along a northern, a western and again a northern boundary of said location to a surveyed road at its north-east corner.

(Plan 414A/40, BC1.)

WHEREAS the PRESTON Road Board, by resolution passed at a meeting of the Board, held at Dennybrook, on or about the 22nd day of June, 1955, resolved to open the road hereinafter described, that is to say:—

1893/37.

Road No. 11972. A strip of land, one chain wide, leaving a surveyed road at the south-west corner of Wellington Location 2643 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 67078) eastward inside and along the southern boundary of said location and through State Forest No. 27 and location 1316 to the eastern boundary of the latter location. (Plan 414A/40, B1.)

WHEREAS the ROCKINGHAM Road Board, by resolution passed at a meeting of the Board, held at Rockingham, on or about the 26th day of January, 1954, resolved to open the road hereinafter described, that is to say:—

L. and S. 6599/12, Vol. 3; M.R.D. 133/52.

Road No. 6104 (widening of parts). Those portions of Peel Estate Lots 596, 595, 594, 768, 767, 775, 763, 761, 1044 (reserve 24872), 760, 759, 733, 732, 577, 578, 724, 725, 902, 660, 658, 342, 338, 337, 336, 781, 334, 332, 329, 327, 320, 319, 318, 317, 304, 303, 302, 301 and 784 (reserve 23826) all as delineated and coloured dark brown on Original Plans 8160, 8161 and 8162. (Plan 341D/40, B1 and 2.)

WHEREAS the WAGIN Road Board, by resolution passed at a meeting of the Board, held at Wagin, on or about the 5th day of May, 1954, resolved to open the road hereinafter described, that is to say:—

7309/02, Vol. 2.

Road No. 1891 (widening of parts). Those portions of Williams Location 13983 as delineated and coloured dark brown on Lands and Surveys Diagrams 66800 and 66801. (Plan 409A/40, C1.)

WHEREAS the WAGIN Road Board, by resolution passed at a meeting of the Board, held at Wagin, on or about the 24th day of September, 1956, resolved to open the road hereinafter described, that is to say:—

6257/03, Vol. 2.

Road No. 2103 (widening of parts). Those portions of Williams Locations 3395 and 5554 as delineated and coloured dark brown on Lands and Surveys Diagram 66740. (Plan 409A/40, C1.)

WHEREAS the WAGIN Road Board, by resolution passed at a meeting of the Board, held at Wagin, on or about the 3rd day of November, 1950, resolved to open the road hereinafter described, that is to say:—

6778/50.

Road No. 11927. (a) Widening of parts.—Those portions of Williams Locations 4574 and 6371 as delineated and coloured dark brown on Lands and Surveys Diagram 66407.

(b) Deviation of part.—A strip of land, one chain wide, leaving the present road on the eastern boundary of Williams Location 3272 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66407) north-westward through said location to rejoin the present road on its northern boundary.

(Plan 408A/40, A1 and 2.)

WHEREAS the WANDERING Road Board, by resolution passed at a meeting of the Board, held at Wandering, on or about the 11th day of September, 1957, resolved to open the road hereinafter described, that is to say:—

L. and S. 4396/57, M.R.D. 54/56.

Road No. 771. Widening of parts.—(a) Those portions of Avon Locations 12717, 12248, 21499, 7649, 6917, 4693, 5143 and reserve 17810 as delineated and coloured dark brown on Lands and Surveys Diagrams 66486 to 66488 inclusive.

(b) Those portions of Avon Locations 18752, 11422, 7038, 9701 and Crown land as delineated and coloured dark brown on Lands and Surveys Diagrams 66490 to 66492 inclusive.

(Plan 379C/40, EF3.)

WHEREAS the WEST ARTHUR Road Board, by resolution passed at a meeting of the Board, held at Darkan, on or about the 19th day of November, 1954, resolved to open the road hereinafter described, that is to say:—

3123/54.

Road No. 11947 (deviation). A strip of land, one chain wide, leaving the present road at the easternmost south-east corner of Williams Location 9038 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66798) northward through said location, Kojonup Location 8833 and Williams Location 11219 to road No. 3239 within the lastmentioned location. (Plan 409D/40, A3.)

WHEREAS the WEST ARTHUR Road Board, by resolution passed at a meeting of the Board, held at Darkan, on or about the 13th day of January, 1958, resolved to open the road hereinafter described, that is to say:—

459/35.

Road No. 11981. A strip of land, one chain wide, widening in parts, leaving a surveyed road at the north-west corner of Wellington Location 3700 and extending as surveyed and as delineated and coloured dark brown on Lands and Surveys Diagram 67037 southward and westward along part of the western boundary of said location inside and along the easternmost and a southern boundary of location 4164 to road No. 11010 at its intersection with the said southern boundary. (Plan 410D/40, C4.)

WHEREAS the WEST ARTHUR Road Board, by resolution passed at a meeting of the Board, held at Darkan, on or about the 18th day of May, 1959, resolved to open the road hereinafter described, that is to say:—

1615/59.

Road No. 11982. A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 67040, commencing at the north-west corner of Wellington Location 1821 and extending (as surveyed) southward along the western boundary of said location to road No. 7495 at its south-west corner. (Plan 410C/40, D3.)

WHEREAS the WICKEPIN Road Board, by resolution passed at a meeting of the Board, held at Wickepin, on or about the 13th day of November, 1957, resolved to open the road hereinafter described, that is to say:—

5794/23.

Road No. 11950 (deviation of part). A strip of land, two chains wide, widening in parts, leaving the present road on the southern boundary of Williams Location 12650 and extending as delineated and coloured dark brown on Lands and Surveys Diagram 66941 northward through said location to road No. 2413 on its northern boundary. (Plans 386D/40, C3 and 386A/40, C2.)

WHEREAS the WILLIAMS Road Board, by resolution passed at a meeting of the Board, held at Williams, on or about the 14th day of July, 1953, resolved to open the road hereinafter described, that is to say:—

1859/53.

Road No. 11922 (deviation of part). A strip of land, one chain wide, widening in parts, leaving the present road on the eastern boundary of Williams Location 4644 and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 66402) south-westward through said location to road No. 3415 on part of its south-western boundary. (Plan 384C/40, F4.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling, on or about the 12th day of June, 1957, resolved to open the road hereinafter described, that is to say:—

2571/07.

Road No. 3633 (widening of part). That portion of Williams Location 4025 as delineated and coloured dark brown on Lands and Surveys Diagram 66963. (Plan 409C/40, F3.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling, on or about the 20th day of October, 1958, resolved to open the road hereinafter described, that is to say:—

3307/58.

Road No. 11976. A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 67015, commencing at the south-west corner of Williams Location 4930 and extending (as surveyed) northward along the western boundary of said location to a surveyed road at its north-west corner. (Plan 409C/40, F4.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1956, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth.

And whereas the said Board has caused a copy of the said notices to be served upon the owners and occupiers of the said lands resident within the

State, or such of them as can with reasonable diligence be ascertained, either personally or by registered letter posted to their lastnamed places of abode.

And whereas the Governor in Executive Council has confirmed the said resolutions, it is hereby notified that the lines of communication described above are roads within the meaning of the Road Districts Act, 1919-1959, subject to the provisions of the said Act.

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

#### PUBLIC WORKS TENDERS.

TENDERS closing at Perth, 2.30 p.m., on dates mentioned hereunder, are invited for the following. All tenders to be on a firm basis. Rise and Fall Clause will not apply.

Busselton Agricultural Adviser's Quarters—Repairs and Renovations (14184); 15th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Clerk of Courts, Busselton, on and after 25th October, 1960.

Kalgoorlie Education Superintendent's Quarters—Repairs and Renovations (14188); 15th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 25th October, 1960.

University of Western Australia—New Physics Building Electrical Installation (14212); 15th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st November, 1960.

Wyalkatchem Police Station and Quarters—Repairs and Renovations (14185); 15th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 25th October, 1960.

Albany—Sewerage Pump House—Erection (14205); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 8th November, 1960.

Bunbury High School—Extensive Additions—Electrical Installation (14204); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, on and after 1st November, 1960.

Cunderdin Brick School—Additions (14206); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and at Police Station, Cunderdin, on and after 8th November, 1960.

Kalgoorlie District Hospital—New Maternity Block—Air Conditioning and Mechanical Ventilation (14215); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th November, 1960.

Katanning Primary School—Conversion of Manual Training Room to Classrooms (14207); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Courthouse, Katanning, on and after 8th November, 1960.

Kellerberrin Hospital—Laundry Alterations (14194); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Kellerberrin, on and after 1st November, 1960.

Leederville Technical College—Machine Connections to the Exhaust Systems (14214); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th November, 1960.

Midland Junction Court House—Additions (14195); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Court House, Midland Junction, on and after 1st November, 1960.

Miling Water Supply—Supply and Erection of One 30,000-Gallon Reinforced Concrete Circular Tank (14213); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th November, 1960.

Morawa School and Quarters—Septic Tank Installation (14199); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 1st November, 1960.

Perth State Library—Alterations to Hackett Hall (14196); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st November, 1960.

Pinjarra School—Additions, 1960 (14208); 22nd November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Court-house, Pinjarra, on and after 8th November, 1960.

Albany Sewerage—No. 3 Pump Station (Spencer Park) Erection (14216); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 15th November, 1960.

Bunbury Senior School—Extensive Repairs and Renovations (14218); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, on and after 15th November, 1960.

Christmas Creek (via Fitzroy Crossing)—New School (labour only) (14220); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton, Derby, Port Hedland, and at Police Station, Fitzroy Crossing, on and after 1st November, 1960.

Harvey Hospital—Extensive Additions (14198); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at P.W.D. Water Supply Office, Harvey, on and after 1st November, 1960.

Kirup School and Quarters—Septic Tank Installation (14211); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Road Board, Balingup, on and after 8th November, 1960.

Perth—Metropolitan Market Trust—Purchase and Removal of Various Buildings (14225); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd November, 1960.

Wittenoom Water Supply—Supply and Erection of one 50,000-gallon Reinforced Concrete Circular Tank (14217); 29th November, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 15th November, 1960.

Ardross (Applecross) Primary School—Erection (14192); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st November, 1960.

Embleton Primary School—Erection (14193); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st November, 1960.

Collie Hospital—Minor Alterations and Additions, 1960 (14210); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Courthouse Collie, on and after 8th November, 1960.

Armadale Hospital—New Matron's Quarters (14219); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd November, 1960.

Bencubbin School—Classroom Extension (14220); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 22nd November, 1960.

Capel School—Additions (14221); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Courthouse, Busselton, on and after 22nd November, 1960.

Forrestfield School—Septic Tank Installation (14222); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Darling Range Road Board, on and after 22nd November, 1960.

Mundijong School and Quarters—Repairs and Renovations (14223); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd November, 1960.

North Perth Police Station—Additions (14224); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd November, 1960.

Quairading Hospital—New Office, Alterations, Repairs and Renovations (14226); 6th December, 1960; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and at Police Station, Quairading, on and after 22nd November, 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.

11th November, 1960.

THE RURAL AND INDUSTRIES BANK OF WESTERN AUSTRALIA.

(No. 14209.)

TENDERS are invited for the erection of new banking premises for the Rural and Industries Bank at Busselton.

Tenders will be received up to 2.30 p.m. on Tuesday, the 29th November, 1960, and should be addressed to "The Honourable the Minister for Works, Perth" and marked "Tender for Busselton Rural Bank."

Drawings and specifications may be seen at the Busselton Branch of the Rural and Industries Bank, and at the Contract Office, Public Works Department, Perth, and Public Works Department, Bunbury, on and after the 8th November, 1960.

The lowest or any tender not necessarily accepted.

A. E. CLARE,  
Principal Architect.

P.W. 1282/60

Public Works Act, 1902-1956

NOTICE OF INTENTION TO 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 piece or parcel of land described in the Schedule hereto, and being in the Swan District, for the purpose of the following public work, namely, Public Recreation—North Scarborough, and that the said piece or parcel of land is marked off on Plan P.W.D., W.A. 38489, which may be inspected at the Office of the Minister for Works, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (approx.)
....	James Till	Vacant	Portion of Swan Location 1154, being Lot 32 on L.T.O. Plan 550 (Certificate of Title Volume 55, Folio 59)	a. r. p. 0 0 13.2

Dated this 3rd day of November, 1960.

G. P. WILD,  
Minister for Works.

M.R.D. 831/53

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 Victoria District for the purpose of the following public work, namely, widening Cliff Head Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2405, 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	Half Undivided Share Only to John Priestley Dempster and Richard McLean Dempster	J. P. and R. McL. Dempster	Portion of Victoria Location 713 (Certificate of Title Volume 1177, Folio 821)	a. r. p. 1 1 8.5 (approx.)
2	Half Undivided Share Only to John Priestley Dempster, Richard McLean Dempster, Sonia Joy McDaniel and Norma Marguerite Robinson	J. P., R. McL. Dempster, S. J. McDaniel and N. M. Robinson	Portion of Victoria Location 713 (Certificate of Title Volume 1221, Folio 122)	1 1 8.5 (approx.)
3	Terence Eric McKenna Giles	T. E. McK. Giles	Portion of Victoria Location 1790 (Certificate of Title Volume 981, Folio 6)	8 0 12 (approx.)

Dated this 9th day of November, 1960.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 753/49

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

## NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Avon District, for the purpose of the following public work, namely, widening Beverley South-West Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1202, 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	Leonard William Doucon	L. W. Doucon	Portion of Avon Location 3974 (Certificate of Title Volume 1105, Folio 385)	a. r. p. 0 1 4 (approx.)

Dated this 8th day of November, 1960.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 269/59

*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 Jandakot Agricultural District, for the purpose of the following public work, namely, widening Fremantle-Armadale Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2799, 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	John Gerrard Ward	J. G. Ward	Portion of Jandakot AA Lot 135 (Certificate of Title Volume 1209, Folio 241)	a. r. p. 0 0 27 (approx.)
2	Calsil Pty. Ltd.	Calsil Pty. Ltd.	Portion of Jandakot AA Lot 136 (Certificate of Title Volume 1038, Folio 956)	1 2 29 (approx.)
3	Calsil Pty. Ltd.	Calsil Pty. Ltd.	Portion of Jandakot AA Lot 137 (Certificate of Title Volume 851, Folio 72)	2 0 17 (approx.)
4	Cuming Smith & Mount Lyell Farmers Fertilisers Ltd.	Cuming Smith & Mount Lyell Farmers Fertilisers Ltd.	Portion of Jandakot AA Lot 137 and being part of Lot 1 on Diagram 4682 (Certificate of Title Volume 680, Folio 151)	0 2 11 (approx.)

Dated this 7th day of November, 1960.

F. PARRICK,  
Secretary, Main Roads.

M.R.D. 737/50

*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 Sussex District for the purpose of the following public work, namely, widening Caves Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1536, 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	Ernest Leslie Le Souef (Six undivided Seventh Shares only)	E. L. Le Souef	Portion of Sussex Location 481 (Certificate of Title Volume 1134, Folio 577)	a. r. p. 0 3 15 (approx.)
2	Nancy Ellie Le Souef (One undivided Seventh Share only)	N. E. Le Souef	Portion of Sussex Location 481 (Certificate of Title Volume 1134, Folio 578)	0 3 15 (approx.)

Dated this 9th day of November, 1960.

F. PARRICK,  
Secretary, Main Roads.



L. &amp; S. 3677/27

*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 Morawa 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 Victoria District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 846, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Morawa Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Charles Stephens	C. Stephens	Portion of Victoria Location 5512 (Certificate of Title Volume 1155, Folio 890)	a. r. p. 0 3 15
Charles Stephens	C. Stephens	Portion of Victoria Location 5520 (Certificate of Title Volume 1155, Folio 891)	0 1 31.3
Kenneth Roy Tubby	K. R. Tubby	Portion of Victoria Location 6896 (Crown Lease 213/1954)	2 0 9

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 1629/30

*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 Nungarin Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Avon District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 918, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Nungarin Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
James Lee	J. Lee	Portion of Avon Location 14213 (Certificate of Title Volume 1160, Folio 760)	a. r. p. 0 2 29.2

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 2844/17, 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 Murray Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Cockburn Sound District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 871, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Murray Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Harold Douglas McLarty	H. D. McLarty	Portion of Cockburn Sound Location 16 (Certificate of Title Volume 1228, Folio 544)	a. r. p. 0 0 13.3

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 2876/48

*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 Moora 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 Melbourne District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 876, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Moora Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Leo Alexander McKinley ....	L. A. McKinley ....	Portion of each of Melbourne Locations 1548 and 1549 (Certificate of Title Volume 1086, Folio 990)	a. r. p. 7 0 10
Leo Alexander McKinley ....	L. A. McKinley ....	Portion of each of Melbourne Locations 2338 and 2399 (Certificate of Title Volume 1170, Folio 692)	7 0 7

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 660/59

*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 Marradong 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. 899, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Marradong Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Ernest Frank Morgan ....	E. F. Morgan ....	Portion of Wellington Location 1352 (Certificate of Title Volume 1163, Folio 426)	a. r. p. 0 0 30.6

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 1783/54

*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 Kondinin and Narembeen 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 Roe District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 854 and 855, which may be inspected at the Office of the Minister for Lands, Perth, and at the Offices of the Kondinin and Narembeen Road Boards.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Theodor Huehnken ....	G. E. Green ....	Portion of Roe Location 2127 (Crown Lease 20/1956)	a. r. p. 39 3 36
Gilbert John Mainwaring Green	G. J. M. Green ....	Portion of Roe Location 2076 (Conditional Purchase Lease 347/6193)	16 2 19
Albert William Henderson ....	A. W. Henderson ....	Portion of Roe Location 1029 (Conditional Purchase Lease 347/6729)	27 1 22
John Moreton Millard ....	Vacant ....	Portion of Roe Location 1453 (Conditional Purchase Lease 347/12840)	26 0 31

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 11922/06, 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 Irwin 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 Victoria District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 861, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Irwin Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
George Lawrence Herriman....	G. L. Herriman .....	Portion of Victoria Location 933 (Certificate of Title Volume 1077, Folio 111)	a. r. p. 0 0 7.8

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 3764/29, 1318/30

*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 Nyabing-Pingrup 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 Kent and Kojonup Districts for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 815 and 911, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Nyabing-Pingrup Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Max Lambert .....	M. Lambert .....	Portion of each of Kojonup Locations 6233 and 9021 (Crown Lease 61/1957)	a. r. p. 76 1 26
Frieda May Martens .....	William Lloyd Spencer Martens and Isadore Melville Martens	Portion of Kent Location 237 (Certificate of Title Volume 1004, Folio 258)	6 2 4

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

L. &amp; S. 3036/53

*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 Northam Road Board, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Avon District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 867, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Northam Road Board.

## SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Petar Sardelic and Simun Roko Sardelic	Antonio Cottone and Geovanni Prestipino	Portion of Avon Location 6649 and being part of Lot 4 on Plan 4744 (Certificate of Title Volume 972, Folio 138)	a. r. p. 0 1 3

Dated this 11th day of November, 1960.

F. C. SMITH,  
Under Secretary for Lands.

METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.

M.W.S. File No. 852/60.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area No. 5, Claremont, within the boundaries of the City of Nedlands, to serve lot 4, Victoria Avenue, corner of Philip Road.

The owners of the abovementioned property are hereby notified that such property is capable of being connected to the sewer and are required, therefore, to connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st February, 1961, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st February, 1961, rates will be charged from date of connection.

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

Dated this 11th day of November, 1960, at the office of the Department, St. George's Place, Perth.

B. J. CLARKSON,  
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.

M.W.S. 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.

Bassendean Road District.

8464/60—Cyril Street, from Geraldine Street to Shackelton Street—south-westerly.

Bayswater Road District.

8354/60—Collier Road, from Rudloc Road to lot 44—south-easterly.

Gosnells Road District.

8342/60—Yale Road, from lot 17 to lot 3—south-south-westerly.

Perth Road District.

8308/60—Lennard Street, from lot 44 to lot 30—south-easterly.

8350/60—Milento Street, from lot 46 to lot 44—north-westerly.

8365/60—Harold Street, from lot 60 to lot 13—north-westerly.

8429/60—Dover Crescent, from lot 259 to lot 258—north-westerly.

8435/60—Nautilus Crescent, from lot 1 to lot 6—north-easterly.

8221/60—Ungaroo Road, from lot 1631 to Ravenswood Drive—south-easterly. Quongdong Street, from Quadia Road to Ravenswood Drive—northerly. Paltarra Road, from lot 1176 to Quongdong Road—north-easterly. Ravenswood Drive, from lot 1148 to Flinders Street—north-easterly. Carcoola Street, from Ravenswood Drive to Paltarra Road—south-easterly.

Swan Road District.

8162/60—Richardson Road, from Great Northern Highway to lot 5—westerly.

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

Dated this 11th day of November, 1960.

B. J. CLARKSON,  
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE  
AND DRAINAGE DEPARTMENT.

M.W.S. File 8445/60.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1956.

Metropolitan Water Supply.

Perth Road District—Dianella.

Twelve-inch Feeder Main—Elsegood Street.

Description of Proposed Works.

The construction of a twelve-inch diameter water main (length about two thousand, four hundred and eighty feet).

The above main to be complete with valves and all necessary apparatus.

The Localities in which the Proposed Works will be Constructed or Provided.

Commencing at the intersection of Elsegood Street and The Grand Promenade, and proceeding thence in a south-westerly direction along Elsegood Street to Homer Street.

The above works and localities are shown in Red on Plan M.W.S.S. & D.D., W.A. No. 8498.

The Purposes for which the Proposed Works are to be Constructed or Provided.

To improve the water supply in the areas served by the existing mains.

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

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 11th day of November, 1960, between the hours of 10 a.m. and 3.30 p.m.

(Sgd.) G. P. WILD,  
Minister for Water Supply,  
Sewerage and Drainage.

WATER BOARDS ACT, 1904-1953.

(Sections 41-45.)

Busselton Water Board.

NOTICE is hereby given of the intention of the Busselton Water Board to proceed with works as follows:—

- (a) Laying of six-inch nominal fibro main from Earnshaw Road to Townsite Boundary.
- (b) Supply and lay mains to Hill and Donald Subdivision adjacent to Earnshaw Road.
- (c) Purchase of 99 chains six-inch fibro main from Bussell Highway to Aerodrome.
- (d) Improvements at No. 1 Treatment Plant situated on lot sub 89, reserve 629, and improvements at the No. 2 Treatment Plant situated on lot 1 of 161, Sussex Location 5.

Plans and specifications may be inspected at the office of the Board, Prince Street, Busselton, for one month on and after 18th day of November, 1960, during office hours.

Dated this 3rd day of November, 1960.

L. N. WESTON,  
Chairman.

T. McCULLOCH,  
Secretary.

## MUNICIPAL CORPORATIONS ACT, 1906, AND AMENDMENTS.

City of South Perth.

Notice of Intention to Borrow.

Proposed Loan (No. 68) of £5,000.

NOTICE is hereby given that the City of South Perth proposes to borrow, by the sale of debentures, the sum of £5,000, repayable to the Superannuation Board by 40 half-yearly instalments with interest at 5½ per cent. per annum, to be expended on works and undertakings in the South Perth Municipal District. Such works and undertakings being swimming pool, Como, and foreshore improvements.

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

The amount of the said debentures and interest thereof is to be paid at the office of the Superannuation Board, Perth.

Dated this 8th day of November, 1960.

W. C. G. THOMAS, J.P.,  
Mayor.E. J. JOHNSON,  
Town Clerk.

## BUSH FIRES ACT, 1954-1958.

Cockburn Road District.

Notice to Owners and Occupiers of Land.

PURSUANT to the powers contained in section 33 of the above Act all owners and/or occupiers of land within the Cockburn Road District are hereby required to establish a firebreak sufficient in width to control an outbreak of fire immediately on the boundaries of their property.

If the property is built upon and the buildings are at a lesser distance than 10 feet from the boundary the break has to be made from the said boundary to the buildings.

Failure to comply with this notice is an offence.

Dated this 1st day of November, 1960.

E. L. EDWARDES,  
Secretary.

## ALBANY ROAD BOARD.

AMENDMENTS to sale of blocks for the non-payment of rates as advertised in the *Government Gazette* of the 30th September, 1960:—

Item No. 3—Certificate of Title should read "Volume 27, folio 68" instead of "Volume 27, Folio 67."

Item No. 24—The registered proprietor's surname should read "Bayley" instead of "Bailey."

Item No. 41—This should read "Less Portion Resumed" after the description of land.

Item No. 53—The registered proprietor should read "Bessie Mannering, of Perth" instead of "Henry Bellingham, of Adelaide."

Item No. 82—Street name should read "Peel Street" not "Pitt Street."

Item No. 114—The registered proprietor should read "Jean Grossen, of Albany, Waiter, and Armand Debetaz" instead of "Armand Debertay."

R. A. J. MCCALL,  
Assistant Secretary.

## ROAD DISTRICTS ACT, 1919-1959.

Albany Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 14) of £1,600.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Albany Road Board hereby gives notice that it proposes to borrow, by the sale

of debentures, money on the following terms and for the following purpose: £1,600, for five years, with interest at the rate of £5 7s. 6d. per cent. per annum, repayable at the Superannuation Board, Perth, by 10 equal half-yearly instalments of principal and interest. Purpose: Contribution to cost of bitumen sealing district roads.

Any rate applicable to such loan will be levied on all rateable land within the road district.

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

Dated the 21st day of October, 1960.

B. E. LANGE,  
Chairman.  
W. E. SIBBALD,  
Secretary.

## KELLERBERRIN ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 41) of £1,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1956, the Kellerberrin 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: £1,000, for 10 years, with interest at the rate of £5 10s. per cent. per annum, repayable at the Superannuation Board, Perth, by 20 equal half-yearly instalments covering principal and interest. Purpose: Improvements on reserve 12245, Kellerberrin, being the construction of tennis courts and installation of lighting.

It is intended that under the terms of an agreement between the Kellerberrin and Districts Tennis Club and the Board, the Club shall receive the proceeds of the loan and shall repay the loan with interest at 5½ per cent. per annum in 20 half-yearly instalments, each instalment being sufficient to meet the annual repayments of principal and interest on the proposed loan as and when such instalments fall due. No special loan rate should therefore be necessary.

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

F. H. NICHOLLS,  
Chairman.  
T. R. BENNETT,  
Secretary.

## KUNUNOPPIN-TRAYNING ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 20) of £4,500.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Kununoppin-Trayning Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £4,500, for 15 years, at 5½ per cent. interest, payable at the Bank of New South Wales Savings Bank Ltd., Trayning, by half-yearly instalments of principal and interest. Purpose: To meet the change-over costs and rewiring for a/c electric current in the townships of Trayning and Kununoppin.

Plans, specifications, estimates and the statement required by section 197 are open for inspection at the office of the Board during the usual working hours.

It is proposed that payment of debentures will be met from proceeds of this electricity supply.

B. S. RANCE,  
Chairman.  
J. PRYCE-JONES,  
Secretary.

## ROAD DISTRICTS ACT, 1919-1959.

Bassendean Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 50) of £2,550.

NOTICE is hereby given that the Bassendean Road Board proposes to borrow the sum of £2,550 to be expended upon works and undertakings in the Bassendean Road Board District, the said works and undertakings being the construction of a new toilet block at the Point Reserve, North Road, Bassendean.

All particulars showing the proposed expenditure of the money to be borrowed are open for inspection of ratepayers at the office of the Board for one month after the publication of this notice, during office hours.

The amount of £2,550 is proposed to be raised by the sale of debentures repayable with interest by 30 half-yearly instalments over a period of 15 years after the date of issue thereof in lieu of the formation of a sinking fund. Such debentures shall bear interest at a rate not exceeding £5 10s. per cent. per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the offices of the Bassendean Road Board, Guildford Road, Bassendean.

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 district, and any loan rate applicable may be levied on all rateable land within the whole district.

Dated this 4th day of November, 1960.

A. C. FAULKNER, J.P.,  
Chairman.  
BERT GALE,  
Secretary-Engineer.

## BEVERLEY ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 25) of £7,000.

NOTICE is hereby given that the Beverley Road Board proposes to borrow the sum of seven thousand pounds (£7,000) for the following purpose: Bitumen surfacing of roads in conjunction with the Main Roads Department Contributory Bitumen Scheme.

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

The amount of £7,000 is proposed to be raised by the sale of debentures repayable with interest by 30 half-yearly instalments, over a period of 15 years after the date of issue thereof in lieu of a sinking fund. The debentures shall bear interest at a rate not exceeding £5 10s. per cent. per annum, payable half-yearly. The amount of the said debentures and interest thereon to be paid to the Bank of New South Wales, Beverley.

The works and undertaking for which the loan is proposed to be raised will, in the opinion of the Board, benefit the district in the proportion of 4/5ths to the North-East, Dale and Kokeby Wards and 1/5th to the Central Ward, and loan rates to be levied will be levied in the above proportions.

Dated at Beverley, 8th day of November, 1960.

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

## BEVERLEY ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 27) of £1,000.

NOTICE is hereby given that the Beverley Road Board proposes to borrow the sum of one thousand pounds (£1,000) for the following purpose: To provide conveniences and septic installation for the bacteriolytic treatment of sewage on reserve 4790, Forrest Street, Beverley.

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

The amount of £1,000 is proposed to be raised by the sale of debentures repayable with interest by 30 half-yearly instalments over a period of 15 years after the date of issue thereof in lieu of a sinking fund. The debentures shall bear interest at a rate not exceeding £5 10s. per cent. per annum, payable half-yearly. The amount of the said debentures and interest thereon to be paid to the Bank of New South Wales, Beverley.

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

Dated at Beverley 8th day of November, 1960.

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

## IRWIN ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan No. 8.

PURSUANT to section 298 of the Road Districts Act, 1919-1959, the Irwin Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £4,250, over 10 years, at £5 10s. per cent. per annum interest, payable to the Superannuation Board, Perth, by half-yearly instalments of principal and interest. Purpose: Provision of a caravan park at the Denison Beach, Dongara.

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

A. J. GILLAM,  
Chairman.  
J. PICKERING,  
Secretary.

Note.—It is intended to apply the income received from the park to repayments of the principal and interest on the proposed loan and therefore a loan rate will not be struck on the district.

## MUNDARING ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 23) of £1,000.

PURSUANT to section 298 of the Road Districts Act, 1919, the Mundaring Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £1,000, for 20 years, with interest at the rate of £5 10s. per cent. per annum, repayable at Coal Mine Workers' Pension's Tribunal, Perth, by 40 equal half-yearly instalments of principal and interest. Purpose: Extension and renovation of the existing pavilion at Mundaring Bowling Green.

Plans, estimate, and the statement required by section 297 of the Road Districts Act are open for inspection at the Office of the Board, during usual business hours, for one month after the last publication of this notice.

Repayment of principal and interest on this loan will be met from rental charged to the Mundaring Bowling Club.

Dated the 7th November, 1960.

H. E. MARNIE,  
Chairman.  
JOHN MOORE,  
Secretary.

**BAYSWATER ROAD BOARD.**

Notice of Intention to Contract with Metropolitan Water Supply, Sewerage and Drainage Department.

TAKE notice that the Bayswater Road Board proposes to enter into contracts with the Minister for Water Supply, Sewerage and Drainage as follows:—

- (a) For the supply of water to lots 803 to 806 inclusive, Drake Street, Bedford Park, pursuant to the terms of which contract the amount payable by the Bayswater Road Board is four hundred pounds.
- (b) For the supply of water to lots 84 to 86 inclusive, Weld Square, West Morley Park pursuant to the terms of which contract the amount payable by the Bayswater Road Board is one hundred and forty-five pounds.

The said contracts may be inspected at the office of the Board during the usual business hours from the 7th day of November, 1960, to the 7th day of December, 1960.

Dated this 31st day of October, 1960.

C. J. WOTZKO,  
Chairman.  
ALEX. C. SMITH,  
Secretary.

**BROOMEHILL ROAD BOARD.**

IT is hereby notified for general information that Phillip John Mills has been appointed a Traffic Inspector for the Broomehill Road District.

R. F. JONES,  
Chairman.

**ROAD DISTRICTS ACT, 1919-1959.**

Road Board Election.

Department of Local Government,  
Perth, 9th November, 1960.

IT is hereby notified for general information in accordance with section 92 of the Road Districts Act, 1919-1959, that the following gentleman has

been elected a member of the undermentioned road board to fill the vacancy shown in the particulars hereunder:—

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

Denmark Road Board.

\*22/10/60; Harvey, Robert Wesley; Town; Farmer; (c); Bayley, W. E.

\* Denotes extraordinary election.

GEO. S. LINDSAY,  
Secretary for Local Government.

**ROAD DISTRICTS ACT, 1919.**

Road Board Elections.

Department of Local Government,  
Perth, 8th November, 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.

Bayswater Road Board.

\*5/11/60; Thompson, Robert Leamouth; North; Newsagent; (b); Griffen, A. A.; unopposed.

Laverton Road Board.

\*5/11/60; Canning, Graham Stanley; Country; Pastoralist; (b); Hill, P. A.; unopposed.

\*5/11/60; MacPherson, John Cluney; Country; Station Manager; (b); Collard, C. N.; unopposed.

\*5/11/60; Droppert, Gerardus Jacobus; Laverton; Schoolteacher; (b); Leahy, T. A. D.; unopposed.

\* Denotes extraordinary election.

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

**WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD**

*For Sale by Tender*

Date of Advertising	Schedule No.	For Sale	Date of Closing
1960			1960
Oct. 23	834A, 1960	Approximately 30 tons ex rear, No. 3 Berth, Geraldton Wharf	Nov. 17
Oct. 28	836A, 1960	Steel Vertical Boilers and Firewood	Nov. 17
Oct. 28	838A, 1960	Argentine Ant Spray Units, Commer Utility, Tractor and Dinghy	Nov. 17
Oct. 28	844A, 1960	Tractors, Grader, Van and Equipment at Manjimup	Nov. 17
Oct. 28	846A, 1960	Secondhand Moore Grader (WAG 3065)	Nov. 17
Oct. 28	847A, 1960	2 only Secondhand Fordson Major Tractor Wheels	Nov. 17
Oct. 28	848A, 1960	Dodge 15 cwt. Utility (WAG 95), at Port Hedland	Nov. 17
Oct. 28	852A, 1960	Miscellaneous Motor Parts	Nov. 17
Oct. 28	853A, 1960	Motor Vehicles and Equipment	Nov. 17
Oct. 28	854A, 1960	2-wheeled Caravan (WAG 592), at Roebourne	Nov. 17
Nov. 4	862A, 1960	8-roll McKenzie Ironer	Nov. 17
Nov. 4	864A, 1960	Scrap Steel ex Midland Junction Workshops	Nov. 17
Nov. 4	869A, 1960	Secondhand 1951 International Utility	Nov. 17
Nov. 4	870A, 1960	Secondhand 1956 Morris Commercial Truck (WAG 3834)	Nov. 17
Nov. 4	871A, 1960	Secondhand Malcolm Moore Roadmaster Grader (MRD 402)	Nov. 17
Nov. 4	873A, 1960	Secondhand Malcolm Moore Road Grader (MR 112)	Nov. 17
Nov. 4	874A, 1960	Secondhand 1952 L110 15 cwt. International Utility (WAG 2623)	Nov. 17
Nov. 4	882A, 1960	Reject Tyres ex M.R.D.	Nov. 17
Nov. 4	868A, 1960	Secondhand Dodge Utility (WAG 4796)	Nov. 24
Nov. 4	872A, 1960	Secondhand Nissen Huts ex M.R.D., Moora	Nov. 24

## WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued

## Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1960			1960
Oct. 7	101, 1960	Oils and Greases, 1st March, 1961, to 28th February, 1962	Nov. 17
Oct. 14	769A, 1960	Firewood for Government Institutions at Perth, Claremont and Fremantle	Nov. 17
Oct. 18	792A, 1960	Firewood for Muresk Agricultural College for 1961	Nov. 17
Oct. 21	797A, 1960	Cartage of Battery Supplies, Port Hedland to Marble Bar	Nov. 17
Oct. 21	798A, 1960	Cartage of Battery Supplies, Mt. Magnet to Boogardie	Nov. 17
Oct. 21	799A, 1960	Cartage of Battery Supplies, Mt. Magnet to Sandstone	Nov. 17
Oct. 21	800A, 1960	Cartage of Battery Supplies, at Coolgardie	Nov. 17
Oct. 21	801A, 1960	Cartage of Battery Supplies, at Cue	Nov. 17
Oct. 21	802A, 1960	Cartage of Battery Supplies, at Kalgoorlie	Nov. 17
Oct. 21	803A, 1960	Cartage of Battery Supplies, Kalgoorlie to Yarri	Nov. 17
Oct. 21	804A, 1960	Cartage of Battery Supplies, Malcoln to Laverton	Nov. 17
Oct. 21	805A, 1960	Cartage of Battery Supplies, at Leonora	Nov. 17
Oct. 21	806A, 1960	Cartage of Battery Supplies, Leonora to Lake Darlot	Nov. 17
Oct. 21	807A, 1960	Cartage of Battery Supplies, at Meekatharra	Nov. 17
Oct. 21	808A, 1960	Cartage of Battery Supplies, Meekatharra to Peak Hill	Nov. 17
Oct. 21	809A, 1960	Cartage of Battery Supplies, Meekatharra to Marble Bar	Nov. 17
Oct. 21	810A, 1960	Cartage of Battery Supplies, at Menzies	Nov. 17
Oct. 21	811A, 1960	Cartage of Battery Supplies, at Norseman	Nov. 17
Oct. 21	812A, 1960	Cartage of Battery Supplies, Broad Arrow to Ora Banda	Nov. 17
Oct. 21	813A, 1960	Cartage of Battery Supplies, Southern Cross to Marvel Loch	Nov. 17
Oct. 21	814A, 1960	Cartage of Battery Supplies, Geraldton to Northampton	Nov. 17
Oct. 21	815A, 1960	Cartage of Battery Supplies, Wubin to Paynes Find	Nov. 17
Oct. 21	817A, 1960*†	Two only Diesel Engine Travelling Cranes and 1 Mobile Crane	Nov. 17
Oct. 21	827A, 1960	Bread for Muresk Agricultural College during 1961	Nov. 17
Oct. 21	829A, 1960	Stone and Gravel to Bunbury Breakwater Extension	Nov. 17
Oct. 25	830A, 1960	Firewood for Schools, Government Departments and Institutions in Country Areas during period 1/1/61 to 31/12/61	Nov. 17
Oct. 21	831A, 1960	Taxi Transport between Claremont Mental Home and Royal Perth Hospital, 1/1/61 to 31/12/61	Nov. 17
Oct. 25	835A, 1960	Boiler Firewood for Mt. Henry Home, Como	Nov. 17
Nov. 4	860A, 1960	Sand for Serpentine Main Dam Filter	Nov. 17
Nov. 4	861A, 1960	Limestone Rubble	Nov. 17
Nov. 4	863A, 1960	Petrol Engine-driven D.C. Arc Welder	Nov. 17
Nov. 4	867A, 1960	Harvesting Machine	Nov. 17
Nov. 4	875, 1960	Traffic Certificate Holders for Trailers	Nov. 17
Nov. 4	876A, 1960	Washing Machines, Polishers and Vacuum Cleaners	Nov. 17
Nov. 4	879A, 1960	Tubular Steel Tables	Nov. 17
Nov. 4	883A, 1960	Steel Pipes for Dredge "Stirling"	Nov. 17
Oct. 28	840A, 1960	Driving Wheels for X and Y Class Locomotives	Nov. 24
Nov. 1	858A, 1960	Vehicle Actuated Signal Equipment	Nov. 24
Nov. 4	859A, 1960	Portable Diesel Engine-driven Air Compressor	Nov. 24
Nov. 4	865A, 1960	Removal of Bodies to Morgues—Country Towns, 1961	Nov. 24
Nov. 4	866A, 1960	Removal of Bodies to Morgues—Metropolitan Area, 1961	Nov. 24
Nov. 4	877A, 1960	Steel Windows for West Subiaco Treatment Works	Nov. 24
Nov. 4	878A, 1960	Materials for M.R.D. Steel Frame Workshops and Stores at Wyndham, Derby and Carnarvon	Nov. 24
Nov. 4	880A, 1960	Portable Air Compressor Air Hoist, Grinder, Jack Hammer and Accessories	Nov. 24
Nov. 11	885A, 1960	2,4-D Ethyl Ester, 2,4,5-T Butyl Ester and 2,4-D Triethanolamine	Nov. 24
Nov. 11	886A, 1960	Water Binding Gravel, 1st January, 1961, to 30th June, 1961	Nov. 24
Nov. 11	887A, 1960	Limestone Rubble, 1st January, 1961, to 30th June, 1961	Nov. 24
Nov. 11	888A, 1960	Crushed Stone and Concreting Sand, 1st January, 1961, to 30th June, 1961	Nov. 24
Nov. 11	889A, 1960	Motor Vehicles for W.A.G.R.	Nov. 24
Nov. 4	881A, 1960	Serge for Uniforms for W.A.G.R.	Dec. 1
Sept. 6	660A, 1960*†	2 only Train Consists	Dec. 8
Oct. 28	851A, 1960	Distillate Fuel	Dec. 22

\* 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.

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.

11th November, 1960.

A. H. TELFER,  
Chairman, Tender Board.



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

Schedule No.	Contractor	Particulars	Department Concerned	Rate
536A, 1960	.....	Supply of Motor Spares for East Perth Workshop during period 3/11/60 to 30/9/61	P.W.D. ....	At rates tendered
647A, 1960	.....	Supply of Workshop Equipment to Perth Modern School, as follows:—	do.	
	McPhersons Ltd. ....	Item 1 ....	.....	£271 5s. 0d. each
		Item 4 ....	.....	£39 10s. each
		Item 5 ....	.....	£118 each
	Hugh W. Brown & Co.	Item 2 ....	.....	£53 17s. 6d. each
		Item 3 ....	.....	£31 9s. 6d. each
		Item 6 ....	.....	£193 10s. each
	G. M. Greenglass (Sales) Pty. Ltd.	Item 7 ....	.....	£12 11s. 3d.
753A, 1960	.....	Supply of Tobacco and Cigarettes for Government Departments and Institutions during period 3/11/60 to 31/10/61, as follows:—	Various	
	W. D. & H. O. Wills (Aust.) Ltd.	Item 1 (part) ....	.....	17s. 1d. per lb.
	Richfield Tobacco Co. Ltd.	Item 1 (part) ....	.....	16s. per lb.
		Item 2 ....	.....	16s. per lb.
		Item 3 ....	.....	30s. per lb.
		Item 4 ....	.....	31s. per lb.
		Item 5 ....	.....	30s per lb. and 32s. 3d. per lb.
		Item 6 ....	.....	27s. 6d. per lb.
		Item 7 ....	.....	55s. per box
		Item 8 ....	.....	24s. per box
		Item 9 ....	.....	24s. per box
752A, 1960	.....	Supply of M.S. Fittings for Victoria Park-Bold Park Main, as follows:—	M.W.S.	
	Humes Ltd. ....	Item 1 ....	.....	£56 15s. each
		Item 2 ....	.....	£85 15s. each
		Item 4 ....	.....	£26 each
		Item 7 ....	.....	£18 6s. each
		Item 3 ....	.....	£74 each
	State Engineering Works Saunders & Stuart Ltd.	Item 5 ....	.....	£5 each
		Item 6 ....	.....	£2 10s. each
758A, 1960	Sheridans Engraving & Metal Stamp Co.	Engraving of Timber Inspection Hammers, as per Items 1, 2, 3 and 4	Forests	47s. 6d. each
657A, 1960	Joyce Bros. (W.A.) Pty. Ltd.	Supply of Special Type Hospital Inner-spring Mattresses during period 1/11/60 to 31/10/61	R.P.H. ....	£9 7s. each
586A, 1960	George Moss Pty. Ltd.	Supply of Pumping Machinery and Spare Parts for Merredin Sewage Pumping Station No. 1	P.W.D. ....	£1,546 12s. 10d.
756A, 1960	Millars Timber & Trading Co.	Supply of Piles and Stringers, as follows:—	M.R.D.	
		Item A1 ....	.....	6s. 6d. per lin. ft.
		Item 2 ....	.....	9s. 6d. per lin. ft.
		Item B1 (a) ....	.....	6s. 6d. per lin. ft.
		Item B1 (b) ....	.....	6s. 6d. per lin. ft.
		Item 2 ....	.....	9s. 6d. per lin. ft.
675A, 1960	Hardie Trading Co. ....	Supply of Laundry Equipment to Northam Hospital	P.W.D. ....	£937
740A, 1960	R. A. Cutting ....	Purchase and Removal of Southern Cross Diesel Engine (PW 90) (Serial No. 7285)	do. ....	£25 10s.
744A, 1960	C. & J. Henderson ....	Purchase and Removal of Land Rover (WAG 3659) (Engine No. 57114699), at Port Hedland	do. ....	£185
681A, 1960	I. Ceriani ....	Purchase and Removal of Vauxhall Utility (WAG 3612) (Engine No. EP147355), at Derby	do. ....	£130
760A, 1960	J. Hallam Motors ....	Purchase and Removal of 1½ in. Cascade Centrifugal Pump (PW 106)	do. ....	£7 10s.
751A, 1960	.....	Purchase and Removal of Scrap Metal and Used Oil, as follows:—	do.	
	Western Oil Refining Co.	Item 1 ....	.....	1s. per gal.
	Midalia & Benn Pty. Ltd.	Item 2 ....	.....	£7 3s. per ton
	Albert G. Sims Ltd. ....	Item 3 ....	.....	£1 5s. per ton
	J. Krasnostein & Co. Pty. Ltd.	Item 4 ....	.....	£70 17s. 7d.
		Item 5 ....	.....	£192 7s. 7d. per ton
<i>Addition to Contract</i>				
411A, 1960	Aberns Pty. Ltd. ....	Supply of Carpet for Parliament House, as follows:—		
		Item 1 ....	.....	£43 10s.
		Item 2 ....	.....	£65 5s.
<i>Cancellation of Contract</i>				
435A, 1960	The British Metal Corporation (W.A.) Pty. Ltd.	Supply of 1 only Hebeo 55A60 Bench Buffing Machine	P.W.D.	

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 425 of 1960.

Between The West Australian Locomotive Engine Drivers', Firemen's and Cleaners' Union of Workers, Applicant, and The Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. H. T. Kingston on behalf of the applicant and Mr. R. Down on behalf of the respondent, and by consent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 25 of 1956, as amended, be and the same is hereby further amended and that such amendment shall operate as from and including the 23rd October, 1960 in the terms of the attached schedule.

Dated at Perth this 19th day of October, 1960.

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

Schedule.

Clause 10.—Item 2 (b) (i).—Delete the words and figures "sixty seven shillings (67s.)" and insert "seventy seven shillings (77s.)" in lieu thereof.

Item 2 (b) (ii).

Delete the words and figures "seventy seven shillings (77s.)" and insert "eighty one shillings and sixpence (81s. 6d.)" in lieu thereof.

Clause 31.—Subclause (b).—Delete the words and figures "sevenpence halfpenny (7½d.)" appearing in the second line and insert "eight pence halfpenny (8½d.)" in lieu thereof.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 422 of 1960.

Between Western Australian Municipal, Road Boards, Parks and Racecourse Employees' Union of Workers, Perth, Applicant, and The Western Australian Turf Club, Respondent.

HAVING heard Mr. V. Ulrich on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 71 of 1948, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 10th day of October, 1960.

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

Schedule.

1. Clause 24—Wages.—Delete B (VII) and insert in lieu thereof:—

	Margin.
	£ s. d.
(VII) Track Hands (W.A. Turf Club)	1 7 6
Mobile Starting Gate Attendants (W.A. Turf Club)	2 5 0

2. This amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 335 of 1960.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and S. Ramage (Geraldton), C. A. King (Albany) and others, Respondents.

HAVING heard Mrs. C. M. Boniface on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 72 of 1947, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 14th day of October, 1960.

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

Schedule.

1. Clause 9—Wages—Delete this clause and insert in lieu thereof the following:—

9.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

(a) Basic Wage—	£ s. d.
Males	14 9 2
Females	10 16 11

	Margin Over Male Basic Wage.	Margin Over Female Basic Wage.
	£ s. d.	£ s. d.
(b) Adult Workers—		
Cooks	2 11 0	2 11 0
Waiter	1 5 6	—
Kitchenman, pantryman, sculleryman, yardman, handyman, and other male workers	19 0	—
Kitchen charge-hand in tearoom	—	1 8 0
Counterhand	—	1 5 6
Waitress	—	1 5 6
Kitchenmaid, pantrymaids, scullerymaid, cleaner and other female workers	—	1 3 0

	Per cent. of Male Basic Wage.	Per cent. of Female Basic Wage.
(c) Junior Workers—		
Under 16 years of age	40	49
16 to 17 years of age	60	60
17 to 18 years of age	85	75
Over 18 years of age	Adult Rates	

(d) "Head cooks", appointed as such by the employer, shall be entitled to receive 5s. per week extra.

2. Delete the female "rise and fall" clause inserted in the Award by order No. 77 (9) of 1960, dated 30th January, 1960.

3. These alterations will take effect as from the beginning of the first pay period commencing after the date hereof.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 24 of 1959.

Between Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers' Employees' Union of Workers, Perth, Applicant, and H. L. Brisbane & Wunderlich Ltd., Respondent.

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

Memorandum of Agreement.

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

Award.

1.—Title.

This Award shall be known as the Porcelain Workers Award and replaces Award No. 47 of 1951 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope and Area.
4. Term.
5. Hours.
6. Shift Work.
7. Overtime.
8. Mixed Functions.
9. Holidays and Annual Leave.
10. Wages.
11. General.
12. Absence through Sickness.
13. Payment of Wages.
14. Contract of Service.
15. Notices.
16. Time and Wages Record.
17. First Aid Outfit.
18. Board of Reference.
19. Breakdowns etc.
20. Under-rate Workers.
21. Junior Workers Certificate.
22. Long Service Leave.

3.—Scope and Area.

This Award shall apply to all workers of the classes specified, and working in the Porcelain Ware Manufacturing Industry, and shall be limited in its effect to the area comprised within a radius of fifteen (15) miles from the General Post Office in the City of Perth.

4.—Term.

This Award shall operate for a period of three years from the beginning of the first pay period commencing after the date hereof.

5.—Hours.

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

(b) The ordinary hours of work shall not exceed eight (8) hours thirty (30) minutes daily from Monday to Friday inclusive.

(c) The hours of work, except where shifts are worked, shall be performed as follows: Monday to Friday inclusive between 7 a.m. and 5.30 p.m.

6.—Shift Work.

Where two or more shifts in any one day are worked the hours of shift workers shall be such as are mutually agreed between the Employer and

the Union. Failing agreement the hours of shift workers shall be fixed by the Board of Reference. The penalty rate for shift workers shall be 5% for afternoon shift and 10% for night shift.

7.—Overtime.

(a) Work performed beyond eight (8) hours thirty (30) minutes on Monday to Friday inclusive, or beyond forty (40) hours in any one week, or except in the case of shift work, before the prescribed starting or after the prescribed finishing time, shall be deemed to be overtime.

(b) In the case of shift workers, work performed outside the rostered hours of duty shall be deemed to be overtime.

(c) Overtime shall be paid for at the rate of time and a half for the first four hours and double time thereafter. Provided this shall not apply to burners.

(d) Work performed on Sundays and the holidays prescribed by Clause 7 hereof shall be paid at the rate of double time.

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

(f) 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 sub-clause.

Liberty is reserved to either party to apply to have the proviso in clause 7 (c) deleted when the Burners hours are changed to eight (8) hour shifts.

8.—Mixed Functions.

(a) A worker called upon to perform work carrying a higher rate than his usual rate of pay shall be entitled to payment at such higher rates for the period that he is actually engaged upon such work.

(b) A worker called upon to do work carrying a lower rate than his usual rate of pay for less than one half of a day shall be paid for such work at his usual rate of pay.

9.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu shall, subject to clause 7 be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day (26th January) Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Union Picnic Day, (on a date to be agreed upon between the employer and the Union) Christmas Day and Boxing Day.

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

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

(d) If any award holiday falls within a 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.

(e) 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.

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

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

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

10.—Wages.

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

(a) Basic Wage: Within a 15 mile radius of the G.P.O. Perth:

	Per Week.		
	£	s.	d.
Males	14	12	3
Females	10	19	2
	Margin Over Basic Wage Per Week		
	£	s.	d.

(b) Adult Males:

	Per Week.		
	£	s.	d.
Hand Presser (Sanitary ware)—			
1st six months	17	6	
Thereafter	1	14	0
Caster and Finisher (Sanitary ware)—			
1st six months	17	6	
Thereafter	1	14	0
Caster (Jug and Teapot)—			
1st three months	12	0	
Thereafter	1	11	6
Dipper	1	14	0
Spray Gun Operator	1	14	0
Placer and Drawer other kilns—			
1st three months	17	6	
Thereafter	1	14	0
Decorator—			
1st six months	12	0	
2nd six months	17	6	
Thereafter	1	14	0
Mould maker	1	14	0
Slip House hands	1	3	6
Slip maker Assistant	1	11	6
Sagger maker	1	11	6
Jolly Hand—			
1st three months	12	0	
Thereafter	1	11	6
Placer-Burner Tunnel Kiln	2	5	0
Placer only Tunnel Kiln	1	18	6
Burners other kilns	1	18	6
All others.	Nil.		

(c) Adult Females: Occupational Groups Females.

Group 1—	
(a) Gloss warehouse workers, including carton or similar packing.	
(b) On-Glaze decorators except printers transferers.	
(c) Polishers and grinders.	
Group 2—	
(a) Biscuit warehouse workers.	
(b) Dipping House workers and Crankers (excluding Dippers).	
(c) Glaze sprayers.	
(d) Underglaze decorators.	
(e) Printers transferers—badging.	
(f) Glost and enamel placers and drawers on continuous ovens and kilns.	
(g) Handle casters, trimmers and cutters.	

Group 3—

- (a) Potters assistants including mould-runners, Batters out and Carriers.
- (b) Handlepressers.
- (c) Hand Dippers.
- (d) Glost and Biscuit placers on intermittent ovens and kilns.
- (e) Biscuit placers on continuous ovens and kilns.
- (f) Burnishers.

Group 4—

- (a) Towers.
- (b) Fettleers.
- (c) Spongers.
- (d) Stickers-up.
- (e) Overlookers and Greenhouse women.
- (f) Scollopers.
- (g) Handlers (by hand).
- (h) Cover makers and Spoutmakers.

Group 5—

- (a) Platemakers.
- (b) Saucer makers.
- (c) Casters (except handle casters).
- (d) Dishmakers.
- (e) Cup and bowl makers.
- (f) Jigger and Jolliers.
- (g) Turners.
- (h) Aerographers.
- (i) Printers.
- (j) Ornamenters and Flowermakers.
- (k) Pattern Gilders (Freehand pattern gilding only. Does not include tracing).
- (l) Underglaze and onglaze banders.

	Margin over Female Basic Wage Per Week		
	£	s.	d.
Group 1			Nil
Group 2	10	9	
Group 3	16	2	
Group 4	1	1	6
Group 5	1	12	3

Adult Female Trainees—

Group 2 and 3—Training period of 13 weeks on Basic Wage.

Group 4 and 5—Training period of 26 weeks on Basic Wage. Provided that where an employee is receiving a margin at the time of being transferred to Group 4 and 5 such margin to continue during training period.

When an adult trainee has not acquired the necessary skill or efficiency after the initial training period but appears likely to do so after further training she may undertake the further period of training at half margin for her occupational group, such period to be mutually agreed between the Employer and the Union.

	Percentage of Male Basic Wage Per Week	
Group 1		
Group 2	10	9
Group 3	16	2
Group 4	1	1 6
Group 5	1	12 3

(d) Junior Workers (Male).

Between 14 and 15 years of age	30
Between 15 and 16 years of age	40
Between 16 and 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	70
Between 19 and 20 years of age	80
Between 20 and 21 years of age	90

	Percentage of Female Basic Wage Per Week	
Group 1		
Group 2	10	9
Group 3	16	2
Group 4	1	1 6
Group 5	1	12 3

(e) Junior Workers (Female).

1st year of service	35
2nd year of service	45
3rd year of service	50
4th year of service	60
5th year of service	75
6th year of service	85

## 11.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the grounds 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 a 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.

## 12.—Payment of Wages.

All wages shall be paid on the job within twenty (20) minutes of the close of the days work at least once a week.

## 13.—Contract of Service.

One day's notice shall (with the exception of the Junior Workers referred to in clause 10 (d) and (c) in whose case one week's notice shall be required) be necessary to terminate the engagement of all workers. If such notice of termination is not given, one day's wages shall be paid or forfeited. For the purpose of this clause, notice shall be given at or before the usual starting time on any ordinary working day and shall be deemed to expire at the completion of that day's work. Provided that an employer may at any time dismiss a worker for misconduct.

## 14.—Notices.

Notices relating to meetings in connection with the Union shall be allowed to be exhibited in the factory. A printed copy of this Award shall be kept posted by the employer in a conspicuous position in the factory.

## 15.—Time and Wages Record.

The employer shall keep or cause to be kept and entered up a record containing the following particulars:—

- (i) The name of each worker.
- (ii) The class of work performed by him.
- (iii) The hours worked each day by him.
- (iv) The wages (and overtime if any) paid to him.
- (v) The ages of junior workers.

Such record shall be open to inspection by a representative of the Union not more than once weekly between the hours of 10 a.m. and 4 p.m.

## 16.—First Aid Outfit.

Every factory shall be equipped with a first-aid outfit and such outfit shall be kept in a suitable and accessible place. Burners shall not be left alone at night without access to the first aid outfit.

## 17.—Board of Reference.

(a) The Court may appoint for the purpose of the Award a Board of Reference consisting of a chairman and two (2) representatives, one (1) to be nominated by each of the parties.

There are assigned to the Board in the event of no Agreement being arrived at between the parties to this Award the functions of—

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

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

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

## 18.—Minimum Engagement.

Subject as provided in clause 19 hereof any worker engaged under the terms of this Award shall be paid a minimum of three (3) hours pay.

## 19.—Breakdowns, etc.

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 Union or Association, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

## 20.—Under-Rate Workers.

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

(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.

## 21.—Junior Worker's Certificate.

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

- (i) Name in full.
- (ii) Age and date of birth.
- (iii) Length of experience with any previous employer.

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

(c) No worker shall have any claim upon the employer for additional wages in the event of his age being wrongly stated on the certificate.

(d) If any worker shall wilfully mis-state his age, he alone shall be guilty of a breach of this Award.

## 22.—Long Service Leave.

## (a) Right to Leave.

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

## (b) Long Service.

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

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

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

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

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

(5) Service shall be deemed to be continuous notwithstanding

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

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

(c) Period of Leave.

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

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

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

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

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

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

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

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness 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 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, 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, over-time, 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 (e) 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 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 off-set any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the first day of April, 1958.

## (g) Records to be Kept.

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

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award 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 therefore 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 19th day of October, 1960.

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

Filed at my office this 19th day of October, 1960.

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

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 8 of 1959.

Between Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers, Employees' Union of Workers, Perth, Applicant, and H. L. Brisbane & Wunderlich Ltd., 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 said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

Award.

1.—Title.

This Award shall be known as the "Pottery Workers (Pipe and Tile Section) Award" and replaces Award No. 3 of 1952 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope and Area.
4. Term.
5. Hours.
6. Shift Work.
7. Overtime.
8. Mixed Functions.
9. Holidays and Annual Leave.
10. Wages.
11. Absence through Sickness.
12. Payment of Wages.
13. Engagement.
14. Notices.
15. Time and Wages Record.
16. First Aid Outfit.
17. Under Rate Workers.
18. Breakdowns.
19. Junior Workers Certificate.
20. Board of Reference.
21. Long Service Leave.

3.—Scope and Area.

This Award shall apply to all workers of the classes specified and working in the earthenware pipe and earthenware tile manufacturing industry, and shall be limited in its effect to the area comprised within a radius of thirty (30) miles from the General Post Office in the City of Perth.

4.—Term.

This Award shall operate for a period of three (3) years as from the commencement of the first pay period commencing after the date hereof.

5.—Hours.

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

(b) The ordinary hours of work shall not exceed eight (8) hours.

(c) The hours of work except where shifts are worked, shall be performed as follows: Monday to Friday inclusive between 7 a.m. and 5.30 p.m.

6.—Shift Work.

Where two or more shifts in any one day are worked, the hours of shift workers shall be such as are mutually agreed upon between the Employer and the Union. Failing agreement, the hours of shift workers shall be fixed by the Board of Reference. The penalty rate for shift work shall be five per cent. for afternoon shift and 10 per cent. for night shift in addition to the normal rate of pay.

7.—Overtime.

(a) Work performed beyond eight (8) hours on Monday to Friday inclusive, or beyond forty (40) hours in any one week, or except in the case of shift work, before the prescribed starting or after the prescribed finishing time, shall be deemed as overtime.

(b) Overtime shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter. Provided this shall not apply to burners.

(c) In the case of shift workers all work performed outside the rostered hours of duty shall be deemed to be overtime.

(d) All work performed on Sunday and on the holidays prescribed in clause 9 hereof shall be paid at the rate of double time.

(e) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.



(f) 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.

8.—Mixed Functions.

(a) A worker called upon to perform work carrying a higher rate than his usual rate of pay, shall be entitled to payment at such higher rate for the period that he is actually engaged upon such work.

(b) A worker called upon to do work carrying a lower rate than his usual rate of pay, shall not have his rate reduced until he has worked at the lower rate for four (4) hours.

9.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu shall, subject to clause 7, be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day (26th January) Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Union Picnic Day (on a day to be agreed upon between the employers and the Union) Christmas Day and Boxing Day.

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

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

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

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

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

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

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

10.—Wages.

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

	Per Week
	£ s. d.
(a) Basic Wage—	
(i) Within a 15 mile radius of the G.P.O., Perth	14 12 3
(ii) Outside a 15 mile radius of the G.P.O., Perth but within the South West Land Division	14 9 2

Per Week  
£ s. d.

(b) Adults—

Fork Lift Driver	3 4 6
Burner	2 5 0
Moulder, Presser, Trapmaker	1 18 6
Setter Drawer (Pipes)	1 14 6
Setter Drawer (Tiles)	1 8 0
Die Moulder	1 14 6
Junction Sticker	1 9 0
Tow Motor Driver	1 9 0
Pipe Machine Operator	1 7 0
Taker off (Pipes) and Lathe Operator	1 7 0
Taker off (Tiles)	1 8 0
Pipe Dresser, Trimmer	1 0 0
Slapper	1 0 0
Ridge maker	1 0 0
Plant Attendant	1 9 6
Clay Skip Filler	1 0 0
Flue Cleaner—Ash Wheeler	16 6
Panman working winch	1 7 0
Panman	1 4 6
Millman, Mixer	1 7 0
Tile Drawers Assistant	1 0 0
Hand Colour Sprayer	1 0 0
All other adult labour	9 6

Per cent.  
of Male  
Basic  
Wage.

(c) Junior Workers—Male—

14 to 15 years of age	30
15 to 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

11.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-half (½) day 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.

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

(c) 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.

(d) 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.

12.—Payment of Wages.

(a) All wages shall be paid on the job within twenty (20) minutes of the close of the day's work at least once a fortnight.

(b) When a worker is discharged, or leaves his employer legally, at or before the usual time, he shall be paid all wages due to him within one day of ceasing work.

13.—Engagement.

One day's notice shall (with the exception of the Junior Workers referred to in Clause 10 (c), in whose case one week's notice shall be required) be necessary to terminate the engagement of all workers. If such notice of termination is not given, one day's wages shall be paid or forfeited. For the purpose of this subclause, notice shall be given at or before the usual starting time on any ordinary working day and shall be deemed to expire at the completion of that day's work. Provided that an employer may at any time dismiss a

worker for refusal or neglect to obey orders or for misconduct or if after receiving the prescribed notice he does not carry out his duties in the same manner as he did prior to receiving such notice.

#### 14.—Notices.

Notices relating to meetings in connection with the Union shall be allowed to be exhibited in each yard. A printed copy of this Award shall be kept posted by the employer in a conspicuous position in each yard.

#### 15.—Time and Wages Record.

The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- (i) The name and address of each worker;
- (ii) The class of work performed by him;
- (iii) The hours worked each day by him;
- (iv) The wages (and overtime if any) paid to him;
- (v) The ages of Junior Workers.

Such record shall be open to inspection by a representative of the Union not more than once weekly between the working hours of 10 a.m. and 4 p.m.

#### 16.—First Aid Outfit.

Every yard shall be equipped with a first-aid outfit and such outfit shall be kept in a suitable place not more than three hundred (300) yards from the place of employment.

Burners shall not be left alone at night without access to the first-aid outfit.

#### 17.—Under-rate Workers.

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

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

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

#### 18.—Breakdowns, etc.

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 union or association, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

#### 19.—Junior Worker's Certificate.

Junior workers upon being engaged shall, if practicable, furnish the employer with a certificate containing the following particulars:—

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

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 the employer. If any junior worker shall wilfully mis-state 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.

#### 20.—Board of Reference.

(a) The court appoints for the purpose of the Award a Board of Reference consisting of a chairman and two (2) other representatives, one to be nominated by each of the parties.

There are assigned to the Board, in the event of no agreement being arrived at between the parties to this Award, the functions of:—

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

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

#### 21.—Long Service Leave.

##### (a) Right to Leave.

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

##### (b) Long Service.

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

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

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

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

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

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

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

(c) Period of Leave.

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

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

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

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

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be:—

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

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

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct;
- (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, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard;

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

(4) The ordinary time rate of pay—

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

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

(e) Taking Leave.

(1) In a case to which paragraph (2) of sub-clause (e) 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 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 off-set any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the first day of April, 1958.

(g) Records to be Kept.

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

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award 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 therefore 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 19th day of October, 1960.

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

Filed at my office this 19th day of October, 1960.

R. H. WILLEY,  
Acting Clerk of the Court.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 31A of 1959.

Between Federated Ship Painters and Dockers' Union of Australia, Western Australian Branch, Union of Workers, Applicant, and Fremantle Harbour Trust Commissioners, Respondent.

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

Memorandum of Agreement.

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

Interim Award.

1.—Title.

This Award shall be known as the "Mooring Staff (Interim) Award" and shall apply in conjunction with Award No. 52 of 1955, as amended. Where the provisions of this Award conflict with any of the provisions of Award No. 52 of 1955, the provisions of this Award shall apply.

2.—Area and Scope.

This Award shall apply to the mooring and unmooring and shifting of vessels, rigging and removing gang-ways, etc., where such services are undertaken by the employers within the Port of Fremantle.

3.—Term.

The term of this Award shall be for a period of six (6) months as from and including the 13th day of October, 1960.

4.—Hours of Duty.

(a) Forty (40) hours shall constitute a week's work, and shall consist of five shifts of eight (8) hours each, from Monday to Friday inclusive, to be worked as follows:—

Morning Shift—6 a.m. to 2 p.m.

Afternoon Shift—2 p.m. to 10 p.m.

Special Shift—Any time between the hours of 6 a.m. and 6 p.m. in not more than two (2) periods of duty, each of which shall be not less than two (2) hours.

(b) (i) The morning and afternoon shifts shall operate continuously without cessation for a recognized meal break. Provided that each employee on

any shift shall be allowed twenty (20) minutes between 4 and 6½ hours after the commencement of a shift in which to have his meal.

(ii) In the event of the requirements of the service being such that the break for crib cannot be taken during the prescribed period, the employee shall be paid at the rate of double time until such time as the meal has been allowed. Provided that where such duty continues beyond the normal finishing time of the shift, the rate of double time shall continue until the employee finishes duty or has a meal break of one hour.

(c) The conditions of duty for employees engaged on the special shift shall be as provided for in Award No. 52 of 1955, as amended.

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

(e) The Union or employee covered by this Award shall not in any way, whether directly or indirectly be party to, or concerned in any ban, limitation or restriction upon the working of overtime, in accordance with the requirements of this sub-clause.

5.—Rates of Pay.

	Per Week.		
	£	s.	d.
(a) Basic Wage—Metropolitan Area	14	12	3
(b) Margins—			
(a) Leading hand	4	8	9
(b) Ordinary hand	2	19	0

(c) Shift Allowance.—A shift allowance of 5 per cent. shall be paid in addition to the basic wage, plus margin.

(d) Hourly Rate of Pay.—The hourly rate of pay for the ordinary hours of duty shall be one-fortieth of the sum of the Basic Wage, Margin and Shift Allowance.

6.—Overtime.

(a) Overtime shall mean and include all time worked outside of or in excess of the ordinary hours of duty.

(b) Overtime worked consecutively with ordinary hours of duty shall be paid for at the rate of time and half for the first four (4) hours and double time thereafter. Provided that employees called on to commence duty before the usual starting time of the morning shift shall be paid at the rate of double time.

(c) An employee required for duty on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter, provided that all time of duty after twelve noon on Saturday shall be paid for at the rate of double time.

(d) An employee required for duty on a Sunday shall be paid at the rate of double time.

(e) (i) Employees recalled to duty outside the ordinary hours of duty shall be paid overtime at the appropriate rate for the period of recall with a minimum payment as for three (3) hours. Provided that where there is a second call-back on any day, and the break from the time of actually ceasing duty in respect of the first call-back to the time of commencement of duty is less than two (2) hours, overtime shall be allowed continuously as if no break had occurred.

(ii) The minimum total payment for duty on Saturdays and Sundays shall be as for four (4) hours at the appropriate rate.

(f) So far as is practicable, men required for duty on Saturdays and Sundays shall be drawn from the afternoon and special shifts of the preceding week.

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

Dated at Perth the 4th day of October, 1960.

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

Filed at my office this 4th day of October, 1960.

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

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 12 of 1959.

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and The Proprietors Wyndham Hotel, Wyndham, Palace Hotel, Laverton 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 said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Hotel Workers' (Rest of State) Award" and replaces Award No. 8 of 1952 as amended.

2.—Arrangement.

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

3.—Area.

This Award shall have effect over the area situated outside the South West Land Division of the State and outside a radius of 25 miles from the Post Office, Kalgoorlie.

4.—Scope.

This Award shall apply to all workers employed by the respondents in the classifications described in Clause 12 hereof.

5.—Term.

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

6.—Definitions.

"Cellarman" shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.

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

7.—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.

8.—Spread of Shifts.

(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 11—Overtime, the longest spread of shift in any one day shall not exceed twelve and a half (12½) hours.

9.—Break in Shifts.

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

10.—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.

11.—Overtime.

(a) All work done outside the daily spread provided in Clause 8 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.

12.—Wages.

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

(a) Basic Wage:	Per Week
	£ s. d.
Males	14 5 11
Females	10 14 5

Margin Per  
Week Over  
Basic Wage  
£ s. d.

(b) Classification:

(1) Cooks—

In establishments where three cooks are employed—

First Cook—	
Male	3 17 0
Female	3 17 0
Second Cook—	
Male	2 11 0
Female	2 11 0
Third Cook—	
Male	1 18 6
Female	1 18 6

Where more than three cooks are employed, the minimum shall be—

Male	1 18 6
Female	1 18 6

Where two cooks are employed—

First Cook—	
Male	3 4 0
Female	3 4 0
Second Cook—	
Male	2 3 0
Female	2 3 0

Where only one cook is employed—

Male	2 11 0
Female	2 11 0

(2) Cellarman	2 13 0
(3) Waiter	1 5 6
(4) Kitchenman, pantryman, sculleryman	19 0
(5) Night Porter	1 12 0
(6) Hall Porter	1 5 6
(7) Hotel Steward	1 5 6
(8) Lift Attendant	19 0
(9) Yardman, handyman and unspecified male worker	19 0
(10) Waitress	1 5 6
(11) Other female workers	1 5 6

13.—Board and Lodging.

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

14.—Meals.

(a) 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 9, at least one half hour, but not more than one hour, shall be allowed for each meal.

15.—Junior Workers.

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.

16.—Junior Workers' 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 the employer. If any junior worker shall wilfully mis-state 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.

17.—Part-Time.

Notwithstanding the provisions of Clause 7 hereof, an employer shall be at liberty to employ part-time workers in the proportion of one (1) part-time worker to every four (4) full-time workers or part thereof.

For the purpose of this clause, part-time workers means workers regularly employed on a weekly basis for not less than two (2) consecutive hours per day and for a lesser period than forty (40) hours per week and on not less than two (2) or more than five (5) days per week.

Such workers whilst so employed shall be paid at the rate of 15 per cent. in addition to the time rate prescribed in the Award, and, that payment for annual leave, holidays, and sick leave, shall be on a pro rata basis in the same proportion as the number of hours regularly worked per week bears to forty (40) hours.

18.—Casuals.

(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) hours.

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.—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.

#### 21.—Bar Work.

Any worker, other than a night porter, who performs the duties of a barman, that is, actually dispensing drinks across the bar, shall be paid the same rate as provided for barmen under the Barmaids and Barmen's Award, for the time so employed.

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

#### 23.—Higher Duties.

Subject to the provisions of Clause 21, any worker performing work for more than two (2) hours in any day in work carrying a higher prescribed rate of wage than that in which he is engaged shall receive such higher wage for the time so employed.

#### 24.—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 to 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.).

#### 25.—Public Holidays.

All work done on Good Friday, Christmas Day, Labour Day and Anzac Day shall be paid for at double time rates in all establishments.

#### 26.—Weekly Holidays.

(a) All workers (other than night porters) 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 12 of this Award by virtue of the benefits conferred on other workers in subclause (a) hereof.

#### 27.—Annual Leave.

(a) Except as hereinafter provided, a period of three (3) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of 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-quarter 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.

#### 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 Workers' Compensation Act.

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

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

(f) Notwithstanding the provisions of subclause (e) hereof, a worker who 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.

#### 29.—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.

#### 30.—Climbing Ladders and Cleaning of Public Lavatories.

No female worker shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fanlights, walls or windows. No female worker shall be required to clean out men's public lavatories, or men's lavatories within the employer's establishment, unless attached to a bedroom or a suite.

#### 31.—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.

#### 32.—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.

#### 33.—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.

#### 34.—Breakdowns, Etc.

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.

#### 35.—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 first day of 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 fifteen working days in any year of his employment.

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

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

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June 26th, 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 determination 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, 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 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 a record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

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

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

(a) the settlement of disputes on any matters arising hereunder;

(b) the determination of such matters as are specifically assigned to it hereunder.

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

(i) State Law.

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

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

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

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

(j) Exemptions.

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

(k) Liberty to Apply.

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

36.—District Allowances.

In addition to the wages prescribed in Clause 12 hereof, district allowances shall be paid; in the case of all male workers, at the rates hereinafter described, and in the case of females, at the rate of 75 per cent. of the rates hereinafter described:—

	£	s.	d.
Big Bell	5	0	0
Billyuin Pool	9	0	0
Broome	1	10	0
Bullabulling	5	0	0
Bullfinch	5	0	0
Carnarvon	15	0	0
Carrabin	5	0	0
Comet Vale	5	0	0
Cue	5	0	0
Day Dawn	5	0	0
Derby	1	10	0
Doyles Well	5	0	0

	£	s.	d.
Esperance	5	0	0
Fitzroy Crossing	1	10	0
Gascoyne	15	0	0
Grass Patch	5	0	0
Halls Creek	1	10	0
Karalee	5	0	0
Kathleen Valley	9	0	0
Kookynie	5	0	0
Lake Austin	5	0	0
Laverton	5	0	0
Lawlers	5	0	0
Leonora	5	0	0
Malcolm	5	0	0
Marble Bar	1	10	0
Marvel Loch	5	0	0
Meekatharra	9	0	0
Menzies	5	0	0
Moorine Rock	5	0	0
Morgans	5	0	0
Mt. Magnet	5	0	0
Mt. Sir Samuel	5	0	0
Murrin Murrin	5	0	0
Nannine	9	0	0
Nullagine	1	10	0
Onslow	1	2	6
Ora Banda	5	0	0
Paynes Find	5	0	0
Peak Hill	9	0	0
Port Hedland	1	10	0
Reedy	5	0	0
Roebourne	1	10	0
Salmon Gums	5	0	0
Sandstone	5	0	0
Sharks Bay	9	0	0
Southern Cross	5	0	0
Tuckenarra	5	0	0
Westonia	5	0	0
Whim Creek	1	2	6
Widgiemooltha	5	0	0
Wiluna	9	0	0
Wurarga	5	0	0
Wyndham	1	18	0
Yaloo	5	0	0
Yarri-Yarri	5	0	0

Liberty is reserved to the parties to apply to the Court for a variation of any of the allowances set out in this clause.

37.—Accommodation.

(a) An employer requiring a worker to sleep in 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 32.

(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.

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 14th day of October, 1960.

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

Filed at my office this 14th day of October, 1960.

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

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 382 of 1960.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of Award No. 14 of 1959 between Westralian Brickyard Pottery, Porcelain and Roof Tile Fixers' Employees' Union of Workers, Perth, H. L. Brisbane & Wunderlich Ltd. and others, and in the matter of Clause 7A of the said Award.

HAVING heard Mr. R. W. Clohessy on behalf of the Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers' Employees' Union of Workers,

Perth, and Mr. D. E. Cort on behalf of Konkrete Tiles Pty. Ltd., I, the undersigned, Conciliation Commissioner of the Court of Arbitration and in pursuance of a remission to me by the said Court and in pursuance of Clause 7A, subclause (a), of the said Award, do hereby order and declare that the minimum piecework rates and conditions to be paid or allowed to workers engaged as tile fixers employed by Konkrete Tiles Pty. Ltd. on a piecework, labour only basis, shall be in accordance with the attached schedule.

Dated at Perth this 14th day of October, 1960.

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

Schedule.

Piecework Rates.

1. This Order pursuant to Clause 7A of Award No. 14 of 1959 shall apply only to Konkrete Tiles Pty. Ltd., and notwithstanding the provisions of sub-clause (b) of Clause 7A shall not in any way restrict Konkrete Tiles Pty. Ltd. or any other respondent to Award No. 14 of 1959 from working on a day labour basis in accordance with the wages and conditions prescribed in the said Award.

2. Rates:

(a) Piecework rates for labour only shall not be less than:—

	Per Square
	£ s. d.
Metropolitan area	1 6 6
Elsewhere	1 5 6

The provisions of Clause 9 of Award No. 14 of 1959 shall apply to all work outside the metropolitan area.

(b) The rates above expressed have been determined in the following manner, and such rates shall be varied in accordance with any variation in Award No. 14 of 1959 to any of the following components, and the result brought to the nearest penny:—

	£	s.	d.
Basic Wage and Margin	18	12	3
Ten Per Cent Piece work Allowance	1	17	3
Tool Allowance	1	0	0
Travelling Expenses	18	0	0
Allowance for Holiday Pay— Four weeks.			
Sick Leave—one week; lost time, one week, based on Basic Wage, Margin and Tool Allowance	2	8	8
Total:—	23	17	2

At 18 squares per week—  
£1 6s. 6d. per square.

(c) The following additions to the rates prescribed in (a) hereof shall apply:—

	Per Square Extra
	s. d.
Sarking	6 0
Two storey work	5 0
Three storey work	6 3
Roofs of 35 degrees or steeper (extra)	15%
Roofs of 40 degrees or steeper (extra)	40%

(d) The foregoing rates are in lieu of all other conditions in Award No. 14 of 1959 other than those specifically referred to in this Order.

(e) All materials shall be delivered within thirty feet of building, or an allowance made at a rate agreed upon between the employer and the pieceworker or in default of such agreement as determined by the Board of Reference.

- (f) Re-roofing or conversion jobs shall be at a rate agreed upon between the employer and the pieceworker or in default of such agreement as determined by the Board of Reference.
- (g) All disputes over any matters affecting a pieceworker's output (including exceptional height of buildings, delay in supply of materials etc.) shall in default of agreement between the employer and the pieceworker be referred to the Board of Reference for determination of an appropriate monetary allowance.
- (h) The contract of service shall be in accordance with Clause 6 of Award No. 14 of 1959.
- (i) Long Service Leave shall be in accordance with Clause 21 of Award No. 14 of 1959.
- (j) On any building more than one storey, if the material is hoisted for the employee and the employee takes delivery from the tray or rope, as the case may be, in which materials are lifted, the additional allowances for second and third storey work shall not apply.

This Order will operate as from and including the 17th October, 1960.

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

No. 384 of 1960.

Between The Royal Australian Nursing Federation (Western Australian Branch) Industrial Union of Workers, Perth, Applicant, and Avro Private Hospital and others, Respondents.

HAVING heard Miss K. R. Reidy on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 8 of 1958, be amended in the terms of the attached schedule.

Dated at Perth this 14th day of October, 1960.

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

Schedule.

1. Clause 11—Payment for Sickness.—Add to this Clause the following new subclauses:—

- (d) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has not been allowed in any year to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year: Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.
- (e) Notwithstanding the provisions of subclause (c) hereof, a worker who in any calendar year has already been allowed paid sick leave shall not be entitled to payment for any further absence unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

2. These alterations shall take effect as from the beginning of the first pay period commencing after the date hereof.

INDUSTRIAL AGREEMENT.

No. 55 of 1960.

(Registered 12th October, 1960.)

THIS agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 1st day of October, 1960, between The Federated Millers' and Mill Employees' Union of Workers of Western Australia of the one part, and Barrow Linton Pty. Ltd.; O'Hara Cereal Milling Co.; West Australian Yeast Co. Pty. Ltd.; and Westralian Farmers Co-operative Ltd. 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 "Stock Foods Agreement," and shall replace Agreement Number 15 of 1950.

2.—Arrangement.

This Agreement is arranged as follows:—

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Wages.
7. Hours.
8. Overtime.
9. Meal Times.
10. Higher and Lower Grade Work.
11. Holidays.
12. Annual Leave.
13. Absence Through Sickness.
14. Aged and Infirm Workers.
15. Engagement.
16. First Aid.
17. General.
18. Junior Worker's Certificate.
19. Time and Wages Record.
20. Definition.

3.—Scope.

This Agreement shall apply to workers engaged in the manufacture from linseed, linseed oil, linseed meal, grain or other substances, of food or licks for cattle, sheep, horses, dogs, poultry and other animals and/or in the crushing, grinding, preparation or handling of such foods or licks, and the manufacture of yeast, starch and gluten.

4.—Area.

This Agreement shall operate over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

5.—Term.

This Agreement shall operate from the beginning of the first pay period commencing after 1st April, 1960 for a period of 2 years.

6.—Wages.

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

(a) Basic Wage:—

	Per Week
	£ s. d.
Within 15 miles from the G.P.O., Perth	14 1 6
Beyond 15 miles from the G.P.O., Perth but within a distance of 25 miles	14 1 3
	Margin Per Week
	£ s. d.

(b) Adult Workers:—

Provender miller in charge of men and machinery	3 0 0
Head storeman with power to engage or dismiss	2 15 0
Head storeman without power to engage or dismiss	2 10 0
Leading Hand	2 10 0
Packerman (operating a mechanical machine for packing bags)	2 2 0
Storehands (including men em- ployed cleaning, sorting, mending and/or branding bags)	1 15 0
All others	10 0

	Percentage of Basic Wage Per Week
(c) Junior Workers:—	
Under 16 years of age	30
16 to 17 years of age	40
17 to 18 years of age	55
18 to 19 years of age	65
19 to 20 years of age	75
20 to 21 years of age	85

(d) Casual Workers.—A casual worker shall be any worker engaged for less than one week, who shall be paid whilst so employed at the rate of ten per cent (10%), in addition to the ordinary rates prescribed for the work performed. The engagement of a casual worker shall be for not less than four (4) hours in any one day.

#### 7.—Hours.

(a) Subject as hereinafter provided, forty (40) hours shall constitute a week's work.

(b) For day workers, the forty (40) hours shall be worked between 6 a.m. and 6 p.m. on Monday to Friday inclusive.

(c) Where afternoon and/or night shifts are worked the forty (40) hours may be worked between Monday and Saturday inclusive. Workers engaged on afternoon shift shall be paid 5% in addition to the ordinary rates prescribed in clause 6 hereof. Workers engaged on night shift shall be paid 10% in addition to the ordinary rates prescribed in clause 6 hereof.

#### 8.—Overtime.

(a) All time worked in excess of eight (8) hours per day or before the usual starting time or after the usual finishing time shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter. Provided that a worker required to continue working after the completion of his regular shift because of the non-arrival of his relieving man shall be paid only at the rate of time and a half for all time so worked.

(b) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than two hours, he shall be provided with any meal required or shall be paid five shillings (5s.) in lieu thereof. Provided that such payment need not be made to a worker living in the same locality as the factory, who could reasonably return home for a meal.

(c) All work done on Sunday, at the request of the employer, shall be paid for at the rate of double time, but where such work is done at the option of the worker so employed, then the ordinary overtime rates only shall be paid. Wherever possible, in the opinion of the employer, he shall give three (3) days' notice of his requiring any worker to work on a Saturday after 8 a.m. or a Sunday.

#### 9.—Meal Times.

(a) Not more than one (1) hour per day shall be allowed for lunch between noon and 2 p.m.

(b) If a worker is required to work during his recognised meal time and the commencement of his meal is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

(c) Where the meal time is taken at a particular time on Monday, that time shall be deemed to be the recognised meal hour for the week whenever possible in the opinion of the employer.

#### 10.—Higher and Lower Grade Work.

Any worker directed to act in any capacity or to relieve in a higher grade for more than two hours continuously on any day shall, whilst so employed, be paid at the rates prescribed in clause 6 for the worker he is relieving. Provided always that a worker relieving in a grade lower than that in which he is usually employed shall not suffer any reduction in wages whilst so relieving.

#### 11.—Holidays.

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

(b) A worker required to work on any of the holidays specified in subclause (a) of this clause shall be paid at the rate of double time.

(c) A worker who absents himself without leave on the working day immediately preceding or the working day immediately succeeding any of the holidays specified in subclause (a) (except in the case of sickness) shall not be entitled to payment for such holidays.

(d) 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.

#### 12.—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 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.

(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) In the event of a worker being employed by an employer for portion only of a year, he shall only 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 workers he shall not be entitled to work or pay whilst the other workers 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.

#### 13.—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 sub-clause (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 sub-clause (e) hereof, a worker, who in any calendar year, has already been allowed paid sick leave on one occasion for one day only, or less, shall not be entitled to payment for any further absence unless he produces to the employer if requested, 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 sub-clause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the worker for a period of three (3) years but no longer from the end of the year in which it accrues.

#### 14.—Aged and Infirm Workers.

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

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

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

#### 15.—Engagement.

(a) The contract of service of all workers under this Agreement (other than casual workers) shall be a weekly one, terminable by one week's notice on either side, given at any time. In the event of failure to give such notice, an amount equivalent to one week's wages shall be paid on either side.

(b) Nothing in sub-clause (a) of this clause shall affect the right of an employer to dismiss any worker without notice for malingering, inefficiency, wilful neglect of duty, drunkenness or misconduct.

(c) 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 strikes by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employers machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

#### 16.—First Aid.

A suitable first-aid outfit, properly equipped, shall be provided in each factory in an easily accessible position for the use of workers in the event of accident.

#### 17.—General.

(a) No worker shall be entitled to any of the conditions of this Agreement or to the prescribed rates unpaid by his employer if he fails, or the union on his behalf fails, to make a claim on his employer in respect thereto within six (6) months after the claim could have been made under this Agreement.

(b) Dust collectors shall be installed on all bag-cleaning machines.

(c) The rates prescribed in clause 6 hereof shall be subject to any rise or fall in the basic wage declared or fixed by the Court of Arbitration of Western Australia from time to time.

#### 18.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall furnish the employer with a certificate showing the following particulars:—

(i) Name in full.

(ii) Age and date of birth.

This certificate shall be signed by the worker.

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

Any such certificate shall be open for inspection by the union representative during ordinary working hours.

#### 19.—Time and Wages Record.

Each employer shall keep a time and wages record, containing the name of each worker and his occupation, the hours worked each day and the wages and overtime paid each week. Such record shall be open for inspection during the office hours between 9 a.m. and 5 p.m. Mondays to Fridays inclusive, by a duly accredited official of the union.

#### 20.—Definition.

"Head storeman" means one who is invested by the employer with responsibility of the superintendence of men employed in the store and who is responsible for cash sales, keeping of stocks, etc., but the term does not include accountants, clerks and others who do not perform any manual work in the store.

#### 21.—Long Service Leave.

(a) Right to Leave.

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

(b) Long Service.

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

(2) Such service shall include service prior to the coming into operation hereof if it continued until such time but only to the extent of the last 20 completed years of continuous service.

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

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

(4) Such service shall include—

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

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

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

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

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



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

- (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
- (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

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

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

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

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

(c) Period of Leave.

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

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

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

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

- (a) by his death;

(b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such 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 Agreement, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

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

(4) The ordinary time rate of pay—

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

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

(e) Taking Leave.

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

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special



Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) Any leave shall be inclusive of any public holidays specified in this 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 Agreement with respect to the time and wages record.

(h) Special Board of Reference.

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

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

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

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

(i) State Law.

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

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

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

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April,

1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

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

(k) Liberty to Apply.

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

In 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 Millers' and Mill Employees' Union of Workers of Western Australia was hereunto affixed in the presence of—

[L.S.]

F. A. FORD,  
President.  
R. L. JONES,  
Secretary.

The Common Seal of Barrow Linton Pty. Ltd. was hereunto affixed in the presence of—

[L.S.]

H. V. DANIELS,  
Director.  
J. H. B. LINTON,  
Secretary.

The Common Seal of O'Hara Cereal Milling Co. was hereunto affixed in the presence of—

[L.S.]

ROSS LODGE,  
Director.  
C. ROSE,  
Secretary.

The Common Seal of West-  
Australian Farmers Co-Operative Ltd. was hereunto affixed in the presence of—

[L.S.]

E. THORLEY LOTON,  
Director.  
J. H. WORTHINGTON,  
Secretary.

The Common Seal of West  
Australian Yeast Co. Pty.  
Ltd. was hereunto affixed  
in the presence of—

[L.S.]

DONALD JUNOR,  
Director.  
F. A. MAILLER,  
Secretary.

#### INDUSTRIAL AGREEMENT.

No. 54 of 1960.

(Registered 3rd October, 1960.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 13th day of September, 1960, between the State Electricity Commission of Western Australia of the one part, the Fremantle Gas & Coke Company Limited and the West Australian Gas Works Industrial Union of Workers of the other part, whereby it is mutually agreed by and between the parties as follows:—

Whereas the parties hereto being the parties to an Industrial Agreement made on the 21st August, 1957 and numbered No. 7 of 1957 do mutually agree that the said Industrial Agreement be varied,

then the said Industrial Agreement shall be, and the same is hereby varied in the following manner, that is to say:—

Clause 3.—Wages and Allowances.—Insert new classification—

Margin  
over Basic  
Wage Per  
Week

35A Complaint Man—Special (Perth) 96s.

Signed for and on behalf of  
the State Electricity Com-  
mission of Western Australia  
in the presence of:—

R. A. West.

JAMES B. JUKES,  
General Manager.

The Common Seal of the  
Fremantle Gas and Coke  
Company Limited, was  
hereunto affixed in the  
presence of:—

[L.S.]

E. E. TOMLINSON,  
Chairman.  
ALLEN J. WHITE,  
Secretary.

The Common Seal of The  
West Australian Gas Works  
Industrial Union of Workers  
was hereunto affixed in the  
presence of:—

[L.S.]

J. DALTON,  
President.  
R. L. JONES,  
Secretary.

#### REGISTRATION OF MINISTERS.

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

Registrar General's Office,  
Perth, 9th November, 1960.

Appointments.

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

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

*Church of England.*

2070/60; 6/11/60; Rev. Leslie Rule Wilson; Christ Church Rectory, Cathedral Avenue, Geraldton; Geraldton.

*Roman Catholic.*

2069/60; 8/11/60; Rev. Aidan Michael O'Meara; 53 Great Eastern Highway, Midland Junction; Swan.

*The Salvation Army.*

2072/60; 1/11/60; Captain Ronald Cutts; 5 Tuart Street, Bunbury; Wellington.

#### Cancellations.

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

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

*The Salvation Army.*

2092/58; 1/11/60; Captain Ronald Dunshea; 5 Tuart Street, Bunbury; Wellington.

*The Congregational Union of Western  
Australia, Inc.*

2043/59; 1/11/60; Rev. Howard Francis Dossor; "Koinonia," Trayning; Merredin.

E. J. BROWNFIELD,  
Registrar General.

## COMPANIES ACT, 1943-1959.

Notice of Intention to Cease Business in  
Western Australia.

(Pursuant to Section 337.)

Film Renters Association of Australia Limited.

NOTICE is hereby given that Film Renters Association of Australia Limited, a company registered under Part XI of the Companies Act, 1943-1959, and having its registered office at c/o Flack & Flack, A.M.P. Chambers, 25 William Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 12th day of February, 1961.

Dated this 26th day of October, 1960.

A. R. LANG,  
Agent.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of Registered  
Office.

(Pursuant to Section 99 (4).)

Parsons Foods (W.A.) Pty. Ltd.

NOTICE is hereby given that the registered office of Parsons Foods (W.A.) Pty. Ltd. was, on the 24th day of October, 1960, changed to and is now situated at Lot 35, Stock Road, O'Connor.

Dated the 26th day of October, 1960.

F. W. MARSHALL,  
Local Agent.

Messrs. Stone, James & Co. of 81 St. George's  
Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of  
Registered Office.

(Pursuant to Section 99 (4).)

Blue Dolphin Fishing Co. Pty. Ltd.

NOTICE is hereby given that the registered office of Blue Dolphin Fishing Co. Pty. Ltd. was, on the 3rd day of October, 1960, changed to and is now situated at Fremantle Building Society Buildings, 22 Queen Street, Fremantle.

J. GOODRICK,  
Secretary.

## COMPANIES ACT, 1943-1959.

Notice of Intention to Cease Business in  
Western Australia.

(Pursuant to Section 337.)

Parsons Pty. Limited.

NOTICE is hereby given that Parsons Pty. Limited, a company registered under Part XI of the Companies Act, 1943-1959, and having its registered office at Lot 35, Stock Road, Hilton Park, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 28th day of January, 1961.

Dated the 28th day of October, 1960.

F. W. MARSHALL,  
Local Agent.

Messrs. Stone, James & Co., of 81 St. George's  
Terrace, Perth, Solicitors for the abovenamed  
Company.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of  
Registered Office.

(Pursuant to Section 99 (4).)

Eastwinds Pty. Ltd.

NOTICE is hereby given that the registered office of Eastwinds Pty. Ltd. was, on the 3rd day of October, 1960, changed to and is now situated at Fremantle Building Society Buildings, 22 Queen Street, Fremantle.

J. GOODRICK,  
Secretary.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of Registered Office.  
(Pursuant to Section 99 (4).)

Scott & English (Australasia) Pty. Limited.

SCOTT & ENGLISH (AUSTRALASIA) PTY. LIMITED hereby gives notice that the registered office of the company was, on the 18th day of October, 1960, changed to and is now situated at Seventh Floor, 81 St. George's Terrace, Perth.

Dated the 31st day of October, 1960.

GEO. S. GILDER,  
Secretary.

Messrs. Stone, James & Co., of 81 St. George's  
Terrace, Perth, Solicitors for the Company.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of  
Registered Office.

(Pursuant to Section 99 (4).)

Fremantle Service Station Pty. Ltd.

NOTICE is hereby given that the registered office of Fremantle Service Station Pty. Ltd. was, on the 3rd day of October, 1960, changed to and is now situated at Fremantle Building Society Buildings, 22 Queen Street, Fremantle.

J. GOODRICK,  
Secretary.

## COMPANIES ACT, 1943-1959.

Notice of Situation of Registered Office and the  
Days and Hours during which such Office is  
Accessible to the Public.

(Pursuant to Section 99 (4).)

Sumpton & Son Pty. Ltd.

NOTICE is hereby given that the registered office of Sumpton & Son Pty. Ltd. is situated at 13 Phillimore Street, Fremantle, in the State of Western Australia, and that the days and hours during which such office is accessible to the public, are as follows: Monday to Friday inclusive, between the hours of 9 a.m. to 5 p.m.

Dated this 1st day of November, 1960.

FRED SUMPTON,  
Director.

Kott, Wallace and Gunning, Solicitors, 62 St.  
George's Terrace, Perth.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of  
Registered Office.

(Pursuant to Section 99 (4).)

Lancelin Holdings Pty. Ltd.

NOTICE is hereby given that the registered office of Lancelin Holdings Pty. Ltd. was on the 3rd day of October, 1960, changed to and is now situated at Fremantle Building Society Buildings, 22 Queen Street, Fremantle.

J. GOODRICK,  
Secretary.

## COMPANIES ACT, 1943-1959.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

W.A. Broadcasters Pty. Ltd.

1. W.A. BROADCASTERS PTY. LTD. hereby gives notice that by a resolution of the company passed on the 25th day of October, 1960, the nominal share capital of the company was increased by the addition thereto of the sum of 150,000 pounds divided into 150,000 shares of one pound each beyond the registered capital of 50,000 pounds.

2. The additional capital is divided as follows:—  
Number of Shares: 150,000; Class of Shares: Ordinary; Nominal Amount of Each Share: One pound.

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: The new shares are to rank *pari passu* with the existing shares.

Dated this 2nd day of November, 1960.

K. MACONACHIE,  
Secretary.

## COMPANIES ACT, 1943-1959.

Notice of Special Resolution for Voluntary Winding Up.

(Pursuant to Section 232 (1).)

NOTICE is hereby given that at a general meeting of Medina Pictures Limited duly convened and held at Atlas Buildings, Esplanade, Perth, on the 31st day of October, 1960, at 3.30 p.m. in the afternoon, the following special resolution was duly passed: That the company would be wound up voluntarily.

Dated the 4th day of November, 1960.

H. C. STEWART,  
Chairman of the Meeting.

## 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.

(Pursuant to Section 99 (4).)

Black and White Taxis Pty. Limited.

NOTICE is hereby given that the registered office of Black and White Taxis Pty. Limited was, on the 7th day of November, 1960, changed to and is now situated at 47 Bennett Street, Perth, and that the days and hours during which such office is accessible to the public are, as from the 7th day of November, 1960, as follows: 9 a.m. to 5 p.m.

Dated this 7th day of November, 1960.

D. MCGOWAN,  
Director.

## COMPANIES ACT, 1943-1959.

NOTICE is hereby given that a meeting of the shareholders of Healys Meats Pty. Ltd. (In Liquidation) will be held at the office of Garland & Garland, 81 St. George's Terrace, Perth, on Wednesday, the 14th December, 1960, at 11 a.m.

Notice is hereby given that a meeting of the creditors of the said company will be held on the same date and at the same place at 11.30 a.m.

The business at both meetings is to receive the Liquidator's account and report of the winding-up of the company.

I. V. GARLAND,  
Liquidator.

## 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).)

E. K. Madigan and Associates Pty. Ltd.

NOTICE is hereby given that the registered office of the company is situated at Lot 3, Walter Road (near Wellington Road), Morley Park, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (except public holidays), from 10 a.m. to 1 p.m. and from 2 p.m. to 4 p.m.

Dated this 3rd day of November, 1960.

E. K. MADIGAN,  
Director of the Company.

Messrs. Roe & Blackwood, of 19 Howard Street, Perth, Solicitors for the abovenamed Company.

## COMPANIES ACT, 1943-1959.

(Section 99 (4).)

Westralian Dye Works Pty. Ltd.

NOTICE is hereby given that the registered office of Westralian Dye Works Pty. Ltd. is situated at Lot 2, Scarborough Beach Road, Osborne Park, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are Mondays to Fridays (except public holidays), from 10 a.m. to 4 p.m.

Dated this 1st day of November, 1960.

J. KNIGHT,  
Director.

Boulton, Godfrey & Virtue, Solicitors, 44 St. George's Terrace, Perth.

## 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).)

Castle Motels Pty. Ltd.

NOTICE is hereby given that the registered office of Castle Motels Pty. Ltd. is 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 follows: Mondays to Fridays (public holidays excepted), 9 a.m. to 5 p.m.

Dated the 28th day of October, 1960.

G. G. HAMMOND,  
Solicitor 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).)

Mauries Transport Pty. Ltd.

NOTICE is hereby given that the registered office of Mauries Transport Pty. Ltd. is 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 follows: Monday to Friday (public holidays excepted), 9 a.m. to 5 p.m.

Dated the 28th day of October, 1960.

G. G. HAMMOND,  
Solicitor for the Company.

## COMPANIES ACT, 1943-1959.

Notice of Situation of Registered Office of a Company Incorporated Outside Western Australia which is about to Carry on Business Within Western Australia, and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 330 (4).)

Nightingale Chemicals (N.S.W.) Pty. Limited.

NIGHTINGALE CHEMICALS (N.S.W.) PTY. LIMITED hereby gives notice that the registered office of the company is situated at 7 Collie Street, Fremantle, and that the days and hours during which such office is accessible to the public are as follows: From 9 a.m. to 5 p.m., Monday to Friday (public holidays excepted).

Dated this 23rd day of August, 1960.

M. SNEDDON,  
Agent in Western Australia.

N. B. Robinson & Russell Williams, Solicitors for the Company, 49 St. George's Terrace, Perth.

## 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).)

Richill Pest Control (W.A.) Pty. Ltd.

NOTICE is hereby given that the registered office of Richill Pest Control (W.A.) Pty. Ltd. is situated at 65 Melville Beach Road, Applecross, and that the days and hours during which such office is accessible to the public are as follows: From 10 o'clock in the morning until 3 o'clock in the afternoon each day, except Saturdays, Sundays and public holidays.

Dated this 8th day of August, 1960.

A. W. RICHARDSON,  
Director.

N. B. Robinson & Russell Williams, Solicitors for the Company, 49 St. George's Terrace, Perth.

## COMPANIES ACT, 1943-1959.

Notice of Situation of Registered Office.

Tetrad Pty. Ltd.

NOTICE is hereby given that the registered office of Tetrad Pty. Ltd. is situated at Room 6, Basement, No. 29 Barrack Street, Perth, and that the days and hours during which such office is accessible to the public are: Mondays to Fridays (public holidays excepted), 10 a.m. to 1 p.m. and 2 p.m. to 4 p.m.

Dated this 31st day of October, 1960.

KARL KNAPP,  
Director.

Nicholson, Verschuer & Nicholson, of the Bank of Adelaide Chambers, 97 St. George's Terrace, Perth, Solicitors for the Company.

## 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).)

Hudson and West Pty. Limited.

HUDSON AND WEST PTY. LIMITED hereby gives notice that the registered office of the company was, on the 31st day of October, 1960, changed to and is now situated at 894 Hay Street, Perth.

Dated the 4th day of November, 1960.

L. NATHAN,  
Agent in Western Australia.

Messrs. Stone, James & Co., of 81 St. George's Terrace, 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).)

Culbina Pty. Ltd.

NOTICE is hereby given that the registered office of Culbina Pty. Ltd. is situated at "Culbina," Narrakine Road, Narrogin, and that the days and hours during which such office is accessible to the public are as follows: From ten o'clock in the morning until three o'clock in the afternoon each day except Saturdays, Sundays and public holidays.

Dated this 20th day of September, 1960.

N. B. ROBINSON & RUSSELL  
WILLIAMS,  
Solicitors for the Company,  
49 St. George's Terrace, Perth.

## COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Situation of Registered Office and of such Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

Advance Credits Limited.

NOTICE is hereby given that the registered office of Advance Credits Limited is situated at 22 Queen Street, Fremantle, and that the days and hours during which such office is accessible to the public are as follows: On week days excluding Saturdays and public holidays, 9 a.m. to 1 p.m. and 2 p.m. to 5 p.m. On Saturdays, from 9 a.m. to 12 noon.

Dated this 2nd day of May, 1960.

F. MAY,  
Director.

## COMPANIES ACT, 1943-1959.

(Section 330 (4).)

Kenwood Manufacturing (Australia) Pty. Limited.

NOTICE is hereby given that the registered office in Western Australia of Kenwood Manufacturing (Australia) Pty. Limited is situated at 21 Howard Street, Perth, and that the days and hours during which such office is accessible to the public are as follows: From Monday to Friday inclusive in each week (other than public holidays), between the hours of 9 a.m. and 5 p.m.

Dated this 1st day of November, 1960.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

## COMPANIES ACT, 1943-1959.

Notice of Change in Situation of Registered Office.

(Pursuant to Section 99 (4).)

Fishermen's Co-operative Society of W.A. Ltd.

NOTICE is hereby given that the registered office of the Fishermen's Co-operative Society of W.A. Ltd., was, on the 1st day of November, 1960, changed to and is now situated at Lancelin, W.A.

The registered office is accessible to the public from Monday to Friday (public holidays excluded) from 9 a.m. to 5 p.m.

Dated this 4th day of November, 1960.

S. M. DRYSDALE,  
Secretary.

## COMPANIES ACT, 1943-1959.

(Section 99 (4).)

Inner Wall Construction Pty. Ltd.

NOTICE is hereby given that the registered office of Inner Wall Construction Pty. Ltd. is situated at number 92 John Street, West 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. and 5 p.m.

Dated this 1st day of November, 1960.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Company.

## IN THE SUPREME COURT OF WESTERN AUSTRALIA.

(No. 8 of 1960.)

In the matter of the Companies Act, 1943-1954, and in the matter of Anodia Pty. Ltd.

BY an order made by the Honourable Mr. Justice D'Arcy in the above matter dated the 31st day of October, 1960, on the petition of Vending Machines Proprietary Limited, it was ordered that—

- (1) Anodia Pty. Ltd. be wound up under the provisions of the Companies Act, 1943-1959;
- (2) Reginald Goyne Miller, of 104 St. George's Terrace, Perth, be appointed official liquidator.

MAZZA, WALLWORK & TORRE,  
Solicitors for the Petitioner.  
69 St. George's Terrace, Perth.

## IN THE MATTER OF THE COMPANIES ACT, 1943-1959.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a limited company, has been issued to each of the undermentioned companies on the respective date specified.

Company; Date of Incorporation.

Castle Motels Pty. Ltd.; 28th October, 1960.  
Mauries Transport Pty. Ltd.; 28th October, 1960.  
Inner Wall Construction Pty. Ltd.; 28th October, 1960.  
Moorra Drive-In Theatre Pty. Ltd.; 31st October, 1960.  
Tetrad Pty. Ltd.; 31st October, 1960.  
Thornlie Investments Pty. Ltd.; 31st October, 1960.  
Colfix Bitumen Constructions Pty. Ltd.; 31st October, 1960.  
Jesmond Pty. Ltd.; 1st November, 1960.  
Sawdust & Butchers Suppliers Pty. Ltd.; 1st November, 1960.  
Rifici & Errichetti Continental Store Pty. Ltd.; 1st November, 1960.  
Rifici & Errichetti Radio & T.V. Centre Pty. Ltd.; 1st November, 1960.  
R. David Moss Pty. Ltd.; 1st November, 1960.  
Geelong Parking Centre Ltd.; 2nd November, 1960.

Dated this 10th day of November, 1960.

T. MACFARLANE,  
Registrar of Companies.

Companies Registration Office,  
Second Floor, Cecil Building,  
Sherwood Court, Perth.

## IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Percy Charles Manning, formerly of Pingelly, in the State of Western Australia, but late of 34 Byrnes Street, Granville, in the State of New South Wales, Retired Storekeeper, 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 12th day of December, 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 3rd day of November, 1960.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Executor.

## IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Wills and Codicils of Frank William Tracy (sometimes known as Franklin W. Tracy), late of 604 West Hartwell Lane, Philadelphia, in the Commonwealth of Pennsylvania, United States of America, Broker, 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 12th day of December, 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 3rd day of November, 1960.

PARKER & PARKER,  
21 Howard Street, Perth,  
Solicitors for the Executor.

## IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ann Foley, late of 116 Railway Street, Cottesloe, in the State of Western Australia, Widow, deceased.

ALL claims and 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 State of Western Australia, on or before the 12th day of December, 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 9th day of November, 1960.

NORTHMORE, HALE, DAVY & LEAKE,  
of 13 Howard Street, Perth,  
Solicitors for the Executor.

## Notice to Creditors.

## IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Valda Joan Brushe, late of 60 Wilson Street, Kalgoorlie, in the State of Western Australia, Married Woman, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 12th day of December, 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.

E. M. HEENAN & Co.,  
70 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 11th day of December, 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 11th day of November, 1960.

J. H. GLYNN,  
Public Trustee.

Public Trust Office,  
State Insurance Building,  
134 St. George's Terrace, Perth, W.A.

## Name; Occupation; Address; Date of Death.

- Bush, William; Retired Carpenter; formerly of 12 Kelvin Street, Maylands, but late of Chidlows, 19/10/60.
- O'Keefe, Ruby Charlotte; Widow; formerly of 25 Glanville Street, Mosman Park, but late of 89 Petra Street, East Fremantle; 12/10/60.
- MacCann, John; War Pensioner; late of Leonora; 17/6/60.
- Brickhill, Lennard Bromley; Retired Civil Servant; formerly of Carnac Street, Fremantle, but late of 8 Irwin Street, East Fremantle; 24/5/56.
- Rich, Richard Eliel; Retired Carpenter; late of 467 Canning Highway, Como; 22/10/60.
- Pearce, Septimus James (also known as Septumes James Pearce); Gardener; late of 103 Shakespeare Street, Mt. Hawthorn; 13/10/60.
- Edwards, Isabel Phoebe; Widow; late of 14 Dendy Street, Middle Brighton, Victoria; 2/6/53.
- Perry, Ewart Walpole; Clerk; late of 167 Carrington Street, Hilton Park; 3/9/60.
- Gale, Charles John; Retired Prospector; late of Menzies; 18/7/59.
- MacPherson, Robert Ewing; War Pensioner; late of 138 Swan Street, Guildford; 2/8/60.
- Bridson, Robert John; Retired Timberworker; late of Hollywood; 23/7/60.
- Holt, Edwin Frederick; Retired Civil Servant; late of 148 Sixth Avenue, Inglewood; 2/6/60.
- Hoskins, Peter Graham; Storeman; late of 9 Mills Avenue, Bayswater; 11/9/60.
- Hosking, Leslie William; Hoist Driver; late of c/o 18 Sayers Street, Midland Junction; 12/7/60.
- Freeborn, Charles; Pensioner; late of 228 Egan Street, Kalgoorlie; 25/8/60.
- Kilsby, Francis William Coles; Retired Draftsman; late of 3 Chestnut Street, Carnegie, Victoria; 7/5/44.
- Kilsby, Victoria Emma; Married Woman; late of Macedon, Victoria; 6/3/26.
- Thomas, Bertha; Widow; late of 74 Raleigh Street, Carlisle; 24/7/29.
- Desmond, Clarence; Retired Miner; formerly of 24 Wittenoom Street, Kalgoorlie, but late of 104 Bourke Street, Kalgoorlie; 23/7/59.

## SPECIAL NOTICE.

**ADVERTISEMENTS.**—Notices for insertion must be received by the Government Printer at his office, Murray Street, Perth, or at the Government Printing Office, Station Street, Wembley, **BEFORE TEN O'CLOCK a.m. on THURSDAY, or the day preceding the day of publication, and are charged at the following rates:—**

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Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done, no responsibility will be accepted by this office for any error in the initials or names as printed.

The office of the Government Printer, Murray Street, Perth, will be closed each day between 1 p.m. and 1.45 p.m.

All communications should be addressed to "The Government Printer, Station Street, Wembley."

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