

Government Gazette

OF

WESTERN AUSTRALIA

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No. 7]

PERTH: FRIDAY, 26th JANUARY

[1962

Factories and Shops Act, 1920-1959. PROCLAMATION

WESTERN AUSTRALIA, TO WIT, CHARLES HENRY GAIRDNER, Governor. [L.S.]

ROCLAMATION By His Excellency Lleutenant-General Sir Charles Henry Gairdner, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Royal Victorian Order, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

F. and S. 34/60.

WHEREAS by section 166 of the Factories and Shops Act, 1920-1959, it is provided that the Governor may, by Proclamation, temporarily suspend the operation of the Act in so far as it applies to the closing time fixed or appointed for any shop or shops either generally or in any specified locality or district; and whereas it has now been made appear to me desirable and expedient that the operation of the Act should be temporarily suspended in so far as it applies to the closing time fixed or appointed for the shop and for the period hereinafter mentioned: Now, therefore I, the Governor, do hereby, with the advice and consent of the Executive Council, suspend the operation of the Factories and Shops Act, 1920-1959, in so far as it applies to the closing time fixed or appointed for the shop and for the period mentioned in the schedule hereto.

The Schedule.

Shop and Locality; Date; Time. Mortlock Motors Pty. Ltd., 151 Adelaide Terrace, Perth; 31st January, 1962; 7.30 p.m. to 11 p.m. Given under my hand and the Public Seal of the said State, at Perth, this 24th day of January, 1962. By His Excellency's Command, G. M. CORNELL, Acting Minister for Labour.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this 9th day of January, 1962, the following Order in Council was authorised to be issued:—

Health Act, 1911-1960. ORDER IN COUNCIL.

P.H.D. 1461/57.

WHEREAS in accordance with section 60 of the Health Act, 1911-1960, His Excellency the Governor has received details of a plan for the installation of a general scheme to install apparatus for the bacteriolytic treatment of sewage in the townsite of Boulder by the Town of Boulder, and is satisfied that the scheme is formulated in accordance with the provisions of the Health Act, 1911-1960, and that the cost of provisions for repayment justify the undertaking, that the works, if carried out in the manner designed, will be of benefit to that portion of the district which the works are intended to serve: Now therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby order that the Boulder Council, being the local authority for the Town of Boulder, be empowered to undertake the construction of the said works.

(Sgd.) P. L. SPARROW, Acting Clerk of the Council.

AT a meeting of the Executive Council held in the Executive Council Chambers at Perth, this 24th day of January, 1962, the following Orders in Council were authorised to be issued:—

Shire of Mosman Park. Declaration as a Town. Division into Wards and Provisions Concerning Elections. ORDER IN COUNCIL. L.G. 908/61.

WHEREAS it is provided in paragraph (b) of subsection (2) of the Local Government Act, 1960, that the Governor may, upon the petition of the muni-

cipality of a Shire, declare the Shire to be a Town; and whereas it is provided in subsection (1) of section 20 that the Governor, upon the exercise of a power conferred by section 12 of the said Act, may give directions concerning retirement of members, the holding of the election, the representa-tion of electors and the constitution of the council; and whereas the council of the Shire of Mosman Park has petitioned in accordance with the pro-visions of the said Act for the declaration of the Shire as a Town and the creation of two Wards: Now, therefore, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, pursuant to the powers conferred by the said Act, doth hereby-

- (a) declare the Shire of Mosman Park to be a Town under the name of the Town of Mosman Park;
- (b) create two Wards in the district to be known as the North and South Wards respectively as set out in the schedule hereto;
- (c) determine that the number of councillors assigned to the municipality shall be six;
- (d) direct that all members of the Council shall retire from office on the 26th day of May, 1962, on which day an election shall be held for the return of a Mayor and six councillors:
- (e) order that until the 26th day of May, 1962, the office of Mayor and the offices of coun-cillors for the respective Wards shall be following occupied by thepersons. namely:-
 - Mayor-Ernest Gustave Smith.
 - Councillors for North Ward-
 - Harold Sydney Gordon Downey. Maurice Benjamin Hayes.
 - And the person who is declared elected as a councillor at the extraordinary election set down for the 17th February, 1962.
 - Councillors for South Ward-

 - Jabe Gilmore Dodd. Victor Albert Read. Ronald Gordon Bennett.

R. H. DOIG. Clerk of the Council.

Schedule.

Town of Mosman Park-Division into Wards. (a) North Ward.

All that portion of land bounded by lines starting from a point on the right bank of the Swan River situate in prolongation easterly of the centre line of Chine Street, a point on the boundary of the Town of Mosman Park, and extending westerly to and along the centre line of Chine Street aforesaid to the centre line of Owston Street; thence south-erly along that centre line to the centre line of Victoria Street; thence westerly and north-westerly along that centre line and onwards to the assterly along that centre line and onwards to the eastern side of the Perth-Fremantle Railway Reserve, a point on the boundary of the Town of Mosman Park aforesaid, and thence generally north-north-easterly, generally easterly and generally south-south-easterly along that Town boundary to the starting point.

(b) South Ward.

All that portion of land bounded by lines starting from a point on the eastern side of the Perth-Fremantle Railway Reserve situate in prolongation north-westerly of the centre line of Victoria Street, a point on the boundary of the Town of Mosman Park, and extending south-easterly and easterly to and along the centre line of Victoria Street afore-said to the centre line of Owston Street; thence northerly along that centre line to the centre line of Chine Street; thence easterly along that centre line and onwards to the right bank of the Swan River, a point on the boundary of the Town of Mosman Park aforesaid, and thence generally southerly, generally westerly, northerly, westerly and generally north-north-easterly along that Town boundary to the starting point.

(Public Plans "Cottesloe and Mosman Park" and "North Fremantle".)

Local Government Act, 1960. ORDER IN COUNCIL.

L.G. 578/61.

WHEREAS it is enacted, inter alia, by subsection (1) of section 433A of the Local Government Act, 1960, that the Governor may make and publish in the *Gazette* uniform general by-laws for all or any portion of the purposes for which bylaws may be made by a Council under Part XV of the Act and may by order, declare that all or any such uniform general by-laws as are specified in the order shall apply to the whole or any portion of a district so specified; and whereas by an Order in Council so made on the 21st day of June, 1961, and published in the Course of the sector of the Sector by Sector 1001 the the Government Gazette on the 23rd June, 1961, the Lieutenant-Governor and Administrator did thereby make the uniform general by-laws set out in the First Schedule thereto and declare that those bylaws should have the force of law on and after the laws should have the force of law on and after the lst day of July, 1961, in each municipal district specified in the Second Schedule to the Order in Council; and whereas it is desired that the said by-laws should apply to the portion of the district set out hereunder: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council, and in exercise of the power conferred by the Local Government Act, 1960, doth hereby declare that the uniform general by-laws made pursuant to the provisions of paraby-laws made pursuant to the provisions of para-graph (a) of subsection (1) of section 433A of the Local Government Act, 1960, on the 21st day of June, 1961, and published in the *Government Gazette* on the 23rd day of June, 1961, shall apply to the portion of the district specified in the First Schedule hereto to the extent specified in the Second Schedule hereto.

R. H. DOIG, Clerk of the Council.

First Schedule.

Name of Shire; Portion of District.

Harvey; the whole.

Manjimup; the townsites of Manjimup, Northcliffe, Pemberton and Walpole, also the Pemberton Millsite Lease No. 662/42.

The whole.

Second Schedule.

Local Government Act, 1960. Shire of Dumbleyung. Valuation and Rating. ORDER IN COUNCIL.

L.G. 300/60.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, pursuant to the powers conferred by subsection (8) of section 533 of the Local Government Act, 1960, doth hereby order that the Council of the Shire of Dumbleyung is authorised to adopt valuations in its district particulars whereof are set forth in the schedule to this order.

> GEO. S. LINDSAY, Clerk of the Council.

Schedule.

The townsites of Dumbleyung, Nippering, Moulyinning and Kukerin.

Premier's Department, Perth, 22nd January, 1962.

IT is hereby notified for public information that His Excellency the Governor has approved of the following temporary allocation of portfolios:-

During the absence of the Hon. A. F. Watts, C.M.G., M.L.A., in the Eastern States, from 19th January—

The Honourable Crawford David Nalder, M.L.A., to be Acting Minister for Education.

The Honourable David Brand, M.L.A., to be Acting Minister for Electricity and Attorney General.

During the absence of the Hon. C. W. M. Court, O.B.E., M.L.A., in the Eastern States, from 17th January—

The Honourable Ross Hutchinson, D.F.C., M.L.A., to be Acting Minister for Industrial Development.

The Honourable George Meredith Cornell, M.L.A., to be Acting Minister for Railways.

The Honourable Gerald Percy Wild, M.B.E., M.L.A., to be Acting Minister for the North-West.

During the absence of the Hon. W. S. Bovell, M.L.A., in the Eastern States from 22nd January-

- The Honourable Crawford David Nalder, M.L.A., to be Acting Minister for Lands and Forests.
- The Honourable George Meredith Cornell, M.L.A., to be Acting Minister for Labour and Immigration.

During the absence of the Hon. L. A. Logan, M.L.C., in the Eastern States from 19th January-

- The Honourable Gerald Percy Wild, M.B.E., M.L.A., to be Acting Minister for Local Government and Town Planning.
- The Honourable Ross Hutchinson, D.F.C., M.L.A., to be Acting Minister for Child Welfare.

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

TOURIST ACT, 1959. Notice of Appointment.

NOTICE is hereby given, pursuant to the provisions of the Tourist Act, 1959, of the following appointments to offices of members of the Western Australian Tourist Development Authority:---

Name; Capacity; Term of Office. John Frank Morgan; member nominated by the

Minister for Lands; three years from and including the 9th December, 1961.

Denis Michael Cullity; member representing persons having a special interest in the development and publicising of the tourist attractions of the State; three years from and including the 9th December, 1961.

(Sgd.) DAVID BRAND, Premier and Minister for Tourists.

AUDIT ACT, 1904. (Section 33.) The Treasury, Perth, 24th January, 1962.

Trsy. 1/54.

IT is hereby published for general information that Mr. Robert David Davies has been appointed as a Certifying Officer and officer empowered to appoint for the Government Printing Office as from the 18th December, 1961, vice Mr. Clyde Higgs.

Trsy. 118/61.

IT is hereby published for general information that Mrs. M. Mendalowitz and Mrs. C. Burt have been appointed as Receivers of Revenue for the Education Department (Technical Division) from 11th January, 1962, vice Miss M. Kinsey and Miss K. Kingston.

Trsy. 178/60.

IT is hereby published for general information that Mr. B. J. Bowler has been appointed as a Receiver of Revenue for the Department of Public Works, Perth.

Trsy. 178/60.

IT is hereby published for general information that Mr. M. D. Sampson has been appointed, vice Mr. K. A. S. McLeod, as a Receiver of Revenue for the Department of Public Works, Kellerberrin, as from 15th January, 1962. Trsy. 178/60.

IT is hereby published for general information that Mr. N. W. Sutton has been appointed as a Receiver of Revenue for the Department of Public Works, Margaret River, for the period 8th to 19th January, 1962.

Trsy. P. File 218/48.

IT is hereby published for general information that Messrs. W. P. Griffiths and G. W. Nicholls have been appointed as Receivers of Revenue on behalf of the Metropolitan Water Supply, as from 12th January, 1962.

Trsy. P. File 218/48.

IT is hereby published for general information that the appointments of Messrs. R. J. Maxwell and M. D. Sampson as officers authorised to receive revenue on behalf of the Metropolitan Water Supply have been cancelled as from 19th January, 1962.

> K. J. TOWNSING, Under Treasurer.

LAND AGENTS ACT, 1921.

Application for License in the First Instance. To the Court of Petty Sessions at Perth:

I, JAMES ARTHUR DOYLE, of 40 Lawler Street, North Perth, Salesman, having attained the age of 21 years, hereby apply on my behalf for a license to carry on the business of a land agent under the Land Agents Act, 1921. The principal place of business will be at 40 Lawler Street, North Perth.

Dated the 19th day of January, 1962.

JAMES A. DOYLE,

Appointment of Hearing.

I hereby appoint the 26th day of February, 1962, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 19th day of January, 1962.

N. N. HOUSTON,

Clerk of Petty Sessions.

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

PARLIAMENT OF WESTERN AUSTRALIA BILL ASSENTED TO.

IT is hereby notified for public information that His Excellency the Governor has Assented in the name and on behalf of Her Majesty the Queen, on the date stated, to the undermentioned Bill passed by the Legislative Council and the Legislative Assembly during the Third Session of the Twenty-third Parliament, 1961.

Short Title of Bill; Date of Assent; Act No. Companies; 22nd January, 1962; LXXXII.

J. B. ROBERTS, Clerk of the Parliaments.

Public Service Commissioner's Office, Perth, 24th January, 1962.

HIS Excellency the Governor in Executive Council has accepted the following resignations:-

Ex. Co.; Name; Department; Date.

2512; P. H. Pate; Audit; 22nd December, 1961. 2512; L. W. Johnson; Education; 31st January,

1962. 2512: W H Beckett: Forests: 5th January

2512; W. H. Beckett; Forests; 5th January, 1962. And has approved of the following appointments under the provisions of the Public Service Act, 1904-1956:—

- Name; Position; Department; Date.
- Wilkinson, Colin; Clerk, C-IV; Industrial Development; 1/6/61.
- Willett, Helen Clare; Clerk/Typist (Albany), C.V, Architectural Division; Public Works; 20/5/61.
- Bulstrode, Roger Brand; Engineer, Grade 3, P-II-4/7, Construction Section; Public Works; 26/4/61.

And has approved of the creation of the following office under section 32 of the Public Service Act, 1904-1956:---

Ex. Co. 2512, Clerk, C-IV, Buildings and Supplies Section, Medical Department.

Also of the abolition of the following office:— Ex. Co. 2512, Clerk Typist, C-V, Statistical Branch, Mines Department.

AMENDMENT TO TITLE AND CLASSIFICATION.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given that the title and classification of Item 3905/61, vacant, Weights and Measures Branch, Police Department, have been amended from Inspector, Grade 1, G-II-3/4, to Inspector, Grade 2, G-II-1/2, with effect from the 25th January, 1962.

R. J. BOND, Public Service Commissioner.

Department		Position	Class	Salary	Date Returnable
Public Works		District Officer, Irrigation (Waroona) (Item 950/61) (a)	G-II-5	Margin £785–£839	1962 26th January
Lands and Surveys		Clerk (Securities and Advances), Land Settle-	C-II-2	Margin £479–£515	do.
Treasury		ment Branch (Item 2956/61) Clerk, Government Printing Office (Item	C-II-1	Margin £407–£443	do.
Do	·	281/61) Typist (Varityper), Government Printing	C-III-1	Margin £329-£356	do.
Agriculture		Office (Item 284/61) Library Assistant (new Item) (a) (d)	C-V	82%—17 years to	do.
Do	· ••••	Assistant Manager, Salmon Gums Research Station, Wheat and Sheep Division (Item	G-II-2/3	Margin £250 Margin £479–£623	do.
Child Welfare		$\begin{array}{c} 3508/61) \\ \text{Probation Officers (2 male and 1 female) (new Items) (a) (b) (j)} \end{array}$	P-II-2/6 or P-II-2/6 (F)	Margin £479–£947	do.
		or Probation Officers (2 male and 1 female) (a)	P-II-1/5	Margin £443–£839	do.
		(i) (j)	or P-II-1/5		
Do Do		Welfare Officers (2 female) (new Items) (a) (j) Psychologist (male) (new Item) (a) (k) (m)	(F) G-III-1/3 P-II-8/9	Margin £329–£536 Margin £1163–£1325	do. do.
Crown Law		Psychologist (male) (a) (l) (m) Clerk of Courts, Wagin (Item 2217/61)	P-II-2/7 C-II-3/4	Margin £515–£1109 Margin £569–£731	do. do.
Do		Relieving Clerk of Courts (Item 2226/61)	C-II-3/4	Margin £569-£731	do.
Native Welfare		Assistant District Welfare Officer, Field Division (Item 3740/61)	G-II-4/5	Margin £677–£839	do.
Do	• ••••	Welfare Inspector, Field Division (Item 3748/61) (a)	G-II-1/3	Margin £407–£623	do.
Labour (2 positions)		Inspector, Grade 3, Inspection Section, Fac- tories Branch (Item 2673/61 and new	G-II-1/2	Margin £407–£515	do.
Metropolitan Water	Supply	Item) (a) Laboratory Attendant, Sewerage and Drainage Branch, Engineering Division (Item 1510/ 61) (a) (n)	G-VII-1	50%—15 years to Margin £263	do.
Agriculture		Laboratory Assistant, Botanical Branch, Biological Services Division (Item 3590/61) (a) (o) (p)	G-X	53%—15 years to Margin £371	do.
Crown Law		Clerk, Issuing Room, Land Titles Office (Item 2323/61)	C-II-1	Margin £407–£443	2nd February
do	• ••••	Clerk, Index Room, Land Titles Office (Item 2327/61)	C-II-1	Margin £407–£443	do.
Mental Health	• •···	Clerk-Typist, Havelock Clinic (Item 4608/61) (a)	C-III-1	Margin £329–£356	do.
Public Works		Engineer-in-Charge, Drawing Office, Engineer- ing Division (Item 961/61)	P-I-4	Margin £1,947–£2,005	do.
do		Supervisor, Architectural Division (new Item) (a)	G-II-4	Margin £677-£731	do.
Local Government Metropolitan Water (two positions)		Clerk, Inspection Branch (Item 4679/61) (a) Recovery Clerk, Recovery Section, Account- ing Division (Items 1396/61 and 1398/61)	C-II-1 C-II-1	Margin £407–£443 Margin £407–£443	do. 9th February
Metropolitan Water	Supply	Clerk, Stores and Transport Section, Account- ing Division (Item 1427/61)	C-II-1	Margin £407–£443	do.
Lands and Surveys		Senior Photographic Technician, Mapping Branch, Surveyor General's Division (Item 3158/61)	G-II-6/7	Margin £893-£1109	do.
Public Works		Clerk, Relieving Staff, Accounting Division (Item 541/61)	C-II-3	Margin £569–£623	do.
Do		Harbour Master (Wyndham) and Relieving Harbour Master, Harbour and Light De- partment (Item 1203/61) (a)	P-I- 2	Margin £1715–£1773	do.

VACANCIES IN THE PUBLIC SERVICE

VACANCIES IN THE PUBLIC SERVICE—continued.

Department	Position	Class	Salary	Date Returnable
Agriculture Chief Secretary's Police	Laboratory Assistant, Wokalup Research Sta- tion (Item 3443/61) (a) (c) Assistant, Correspondence Despatch Office (Item 4272/61) Inspector, Grade 2, Weights and Measures Branch (Item 3905/61) (a) (c) (f)	G-X G-II-2 G-II-1/2	53%—15 years to Margin £371 Margin £479-£515 Margin £407-£515	1962 9th February do. 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 for Leaving Certificate. (d) Matriculation.

(e) Applicants must possess a Junior Certificate, including Mathematics A and B and Physics, be a qualified trades-(c) Applicants must possess a Junior Certificate, including Mathematics A and B and Physics, b man in the general engineering field, or possess an equivalent qualification. Minimum age, 21 years.
(f) Title and classification amended Government Gazette, 26/1/62.
(k) With University Diploma in Social Studies.
(i) Graduates or near Graduates in other Faculties.
(j) Preference for Diploma of recognised school of Social Studies. Consideration given to graduate in other faculties but any such ameniate corrected to winder the post time of the last time of t

(j) Freterence for Diploma of recognised school of Social Studies. Consideration given to graduates, or near graduates, in other faculties, but any such appointee expected to undertake part-time study leading to Diploma in Social Studies at the University of W.A., when the course is instituted (anticipated 1963).
 (k) Possessing Diploma in Clinical Psychology.
 (l) Not in possession of Diploma.
 (m) Preference for Diploma in Clinical Psycholar Psycholar for the psycholar for Diploma.

(b) Not in possession of Diploma.
 (m) Preference for Diploma in Clinical Psychology. Consideration given to graduates possessing a first degree and relevant post graduate qualification in Psychology. An appointee not possessing the Diploma expected to undertake parttime study leading to Diploma in Clinical Psychology.
 (n) Junior or Leaving Certificate preferred. Experience in handling chemical apparatus and preparing samples

desirable.

(o) Junior Certificate including English and Maths A essential, with Biology an advantage.
 (p) Shown in 1961 P. S. List as Assistant.

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.

26th January, 1962.

R. J. BOND,

Public Service Commissioner.

Chief Secretary's Department, Perth, 20th December, 1961.

C.S.D. 306.

HIS Excellency the Governor in Council has ap-pointed Mr. Seton Deuchar Sinclair to the dis-ciplinary staff of the Prisons Department as Warder, from the 22nd June, 1960.

J. DEVEREUX. Under Secretary

Crown Law Department, Perth, 24th January, 1962.

THE Hon Attorney General, being the Minister administering the Licensing Act, 1911-1961, has appointed the dates shown hereunder as the dates for the ordinary sittings of the Licensing Court in March next at the places mentioned :-

Licensing District	Place of Sittings	Dates	Time
Perth, Leederville- Subiaco, Clare- mont, Canning and Moore	Perth	Monday, 12th March, 1962	10·30 a.m.
Fremantle	Fremantle	Wednesday, 7th March, 1962	11 a.m.
Guildford, Swan and Moore	Midland Junc- tion	Friday, 2nd March, 1962	10·30 a.m.
Albany	Albany	Thursday, 1st March, 1962	10 a.m.
Kanowna	Esperance	Thursday, 1st March, 1962	10 a.m.

ACTING under the powers conferred upon them by subsection (7) of section 21 of the Licensing by subsection (7) of section 21 of the Licensing Act, 1911-1961, the Licensing Magistrates of West-ern Australia, with the approval of the Hon. At-torney General, have delegated to the Stipendiary Magistrates of the undermentioned Magisterial Districts, their powers, authorities, duties and functions relating to applications for the renewal of licenses to be dealt with at the Licensing Courts to be held in March next:—

Licensing District I which the delegate authority may be exercised	1 Courthouse	Magisterial District of Stipendiary Mag- istrate appointed as delegate	Date
Avon	Merredin	Avon	29/3/62
Beverley-Pingelly	Beverley	Avon	9/3/62
Broome		Broome	12/3/62
Bunbury	Dunoury	Forrest	8/3/62
Collie		Forrest	13/3/62
Collie	D	Mitchell	7/3/62
Collie		Mitchell	15/3/62
Coolgardie	Southern Cross	Coolgardie	14/3/62
Сце		Murchison Clifton	27/3/62
Cue		East Kimberley	16/3/62
East Kimberley	Halls Creek	East Kimberley	7/3/62
East Kimberley			$\frac{5/3/62}{7/3/62}$
Gascoyne	0 11		5/3/62
Geraldton Greenougli		1	5/3/62
			5/3/62
	1	Geraldton	14/3/62
	Moora Kalgoorlie	Hannans	6/3/62
Kalgoorlie Kanowna	Kalgoorlie	Hannans	6/3/62
	Norseman	Dundas	28/3/62
Kanowna Katanuing	1 TT 1 1 1	Stirling	28/3/62
Menzies	Menzies	Collier	6/3/62
Moore	Moora	Geraldton	14/3/62
Mt. Leonora		Collier	7/3/62
Mt. Leonora Mt. Magnet		Murchison	28/3/62
Mt. Magnet		Murchison	29/3/62
Mt. Margaret		Collier	7/3/62
Murchison	Meekatharra	Clifton	23/3/62
Murchison	Wiluna	Clifton	16/3/62
Murray-Wellington-		Forrest	8/3/62
Forrest		[[
Murray-Wellington-	Pinjarra	Forrest	29/3/62
Forrest	Dellast	35idahall	H 19 100
Nelson	Bridgetown	Mitchell Mitchell	7/3/62 8/3/62
Nelson			0/0/02
Northam Pilbara	Northam Marble Bar	Avon Pilbara	8/3/62 20/3/62
		Port Hedland	19/3/62
		1 011 11	15/3/62
Ravensthorpe Roebourne		Ashburton	14/3/62
	Roebourne	Roebourne	15/3/62
A		Mitchell	15/3/62
	Toodyay	Avon	14/3/62
	Wyalkatchem	Avon	21/3/62
	Wagin	Stirling	15/3/62
Wagin West Kimberley	Derby	West Kimberley	9/3/62
Williams-Narrogin	Narrogin	Williams	6/3/62
Yilgarn	Narrogin	Williams	6/3/62
	Southern Cross	Coolgardie	14/3/62
Vilgaru			
Yilgarii Yilgarii		Stirling	15/3/62
Yilgarii Yilgarn York	Wagin Bruce Rock	Stirling Avon Avon	$\frac{15/3}{62}$ 28/3/62

THE Hon. Attorney General, pursuant to section 13 (2) of the Local Courts Act, 1904-1958, has ap-pointed Constable Martin Henry Yarrick as Clerk of the Local Court at Kojonup as from 15th Janu-ary, 1962, vice Constable P. B. Sullivan, trans-formed ferred.

THE Hon. Attorney General has appointed Constable Martin Henry Yarrick as Balliff of the Kojonup Local Court, vice Constable P. B. Sullivan, transferred, as from 15th January, 1962.

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

Robert Edwin Joseph, Applecross. John Richard Teede, Capel.

G. F. MATHEA, Acting Under Secretary for Law.

LICENSING ACT, 1911, (AS AMENDED). Application for Gallon License.

To the Licensing Court for the Beverley-Pingelly Licensing District:

I, CIVIALL RICHARD HAWKINS PRICE, now residing at Mount Kokeby, in the said district of Beverley-Pingelly, do hereby give notice that it is my intention to apply at the next Quarterly Sitting of the Licensing Court for the said district for a Gallon License for the premises which I now occupy situated at Mount Kokeby.

Dated the 19th day of January, 1962.

C. R. H. PRICE.

Evans & Iddison, Solicitors for the Applicant, 120 Avon Terrace, York.

HOSPITALS ACT, 1927-1955.

Medical Department,

Perth, 9th January, 1962.

HIS Excellency the Governor in Council has appointed:-

M.5595/58.--The following to be members of the Williams Hospitals Board:-

Mr. G. Walker, for the period ending 31st July, 1962, vice Mr. J. Stone deceased; and

Mr. J. Allen, for the period ending 31st July, 1963. vice Mr. W. Perry, resigned.

M.5773/58.-Mr. M. Pavlovich, to be a member of the Ravensthorpe Hospital Board for the period ending 31st July, 1962, vice Mrs H. M. Smith, resigned

M.5420/57.—Mr. H. A. Dewar, to be a member of the Mt. Magnet District Hospital Board for the period ending 31st July, 1962, vice Mr. H. C. Sainsbury, resigned.

J. DEVEREUX, Under Secretary.

Department of Public Health, Perth, 9th January, 1962.

P.H.D. 1135/40.

HIS Excellency the Governor in Council has ap-pointed, under the provisions of section 5 of the Optometrists Act, 1940 (as amended), the follow-ing to be members of the Optometrists Registra-tion Board for a period of three years from the 1st December 1961.... December, 1961:

(a) Chairman and member nominated by the Ministers:

Professor C. J. Birkett Clews.

- (b) Registered Optometrists nominated by the Ministers:
 - R. L. Buckeridge. K. Knapp.
- (c) Optometrists nominated by the Registered Optometrists:-
 - C. N. Abernethy.
 - S. Sainken.
 - F. C. O. Yeates.

- (d) Nominated by the Physics Department of the University of W.A.:--J. Shearer.
- (e) Nominated by the British Medical Association (Western Australian Branch):-Dr. H. J. A. Barnard.

J. DEVEREUX, Under Secretary.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale by public auction on the dates and at the places specified hereunder, under the provisions of the Land Act, 1933-1960, and its regulations.

BROOKTON-324, 39.9p., £80.

20th February, 1962, at 3.30 p.m., at Beverley Government Land Agent's Office.

FRANKLAND-(a) 25, 32, 2r. each, £45 each.

16th February, 1962, at 3.30 p.m., at Mt. Barker R. and I. Bank.

HIGHBURY-21, 2r. 16p., £30.

1st March, 1962, at noon at Narrogin Govern-ment Land Agent's Office.

PINGELLY-(b) 457, 1r. 4p., £70.

20th February, 1962, at 3.30 p.m., at Beverley Government Land Agent's Office.

QUAIRADING-27, 1r., £100.

20th February, 1962, at 3.30 p.m., at Beverley Government Land Agent's Office.

(a) Limit of one lot per person.

(b) Building conditions.

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

Land is sold to a depth of 200 feet below the natural surface, except in mining districts where it is granted to a depth of 40 feet or 20 feet only.

Plans and further particulars of this sale may be obtained from the Lands Department, Perth, and at the offices of the various Government Land Agents.

N. A. YOUNG,

Acting Under Secretary for Lands.

FORFEITURES.

THE undermentioned lease has been forfeited under the Land Act, 1933-1960, for the reason stated.

W. C. BRADSHAW, Acting Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan. Ferguson, K. K.; 342/3002; Mt. Helena Lot 115; non-payment of rent; 4244/49; Townsite.

KALBARRI LOTS.

Open for Leasing.

WEDNESDAY, 28th FEBRUARY, 1962.

Corres. 2557/61. (Plan Kalbarri Townsite.) APPLICATIONS are invited under section 117 of the Land Act, 1933-1960, for leasing the under-mentioned Kalbarri Lots for a term of 10 years for residential purposes in connection with the fishing industry at an annual rental of £12 for each lot and subject to the following conditions:—

- (a) Applicants must be registered fishermen and engaged in the fishing industry.
- (b) The lessee shall pay the cost of survey.
- (c) The lease will terminate immediately on the lessee ceasing to be engaged in the fishing industry.
- (d) Compensation will not be payable at the expiration or earlier determination of the lease for any improvements effected on the demised land.

Schedule.

Kalbarri Lot 83. Kalbarri Lot 89. Applications, accompanied by a deposit of $\pounds 7$ for each lot, must be lodged in this office not later than the 28th February, 1962.

In the event of there being more than one application for any lot the applications to be granted will be decided by the Land Board.

N. A. YOUNG, Acting Under Secretary for Lands. Department of Lands and Surveys, Perth, 26th January, 1962.

ERRATUM.

Corres. 2578/60.

IT is notified for general information that Plan-tagenet Location 6765 published on page 147 of the *Government Gazette* dated the 19th January, 1962, is subject to the condition that the land is available to adjoining holders only.

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

Department of Lands and Surveys, Perth, 23rd January, 1962.

APPLICATION FOR LEASING.

Motel or Road House Site.

Department of Lands & Surveys, Perth, 26th January, 1962.

Corres. No. 723/47.

APPLICATIONS are invited, under section 117 of the Land Act, 1933-1960, for the leasing of a five (5) acre lot adjoining a 10-acre Water Reserve with a frontage of five (5) chains to the Geraldton-Carnarvon Highway near the 457 mile peg for the of twenty one (21) years, at the rental and subject to the conditions as set out hereunder:---

- (1) Rental £10 per annum, to be reappraised at intervals of seven (7) years. Should the lessee obtain a license to sell liquor, the rental to be reappraised immediately.
- (2) All survey and associated costs shall be met by the lessee.
- (3) If granted as a Motel site the lessee shall comply with the gazetted by-laws relating to the establishment and operation of motels.
- (4) Preliminary plans of buildings shall be submitted with application.
- (5) The lease shall confer no rights whatever in the water in the Main Roads Depart-ment Tank and the obtaining of supplies from this source would be subject to negotiation with the Main Roads Department.
- (6) The boundaries of the lease shall be fenced within one (1) year from the date of the lease with a stock proof fence which shall be maintained in good order.
- (7) The lessee shall have three (3) calendar months from the date of expiration or earlier determination of the lease to re-move any improvements effected on the demised land. Compensation will not be payable for any improvements not so removed.
- (8) The lessee shall not transfer or sub-lease the demised land without the approval in writing of the Minister for Lands being first obtained.
- (9) Dogs shall not be permitted or kept on the demised land.

Applications, accompanied by a deposit of £6. must be lodged at the Lands and Surveys Department, Perth, on or before Wednesday, 21st Febru-ary, 1962.

All applications received on or before this date shall be treated as having been received on the closing date and in the event of more than one application being received the application to be granted will be determined by the Land Board. (Plan 57/300.)

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

WITHDRAWAL.

Corres. 743/58. (Plan 341A/40, C1 and 2.) IT is notified for general information that Jandakot AA Lot 427 is withdrawn from selection.

N. A. YOUNG, Acting Under Secretary for Lands. Department of Lands and Surveys, Perth, 19th January, 1962.

LOCAL GOVERNMENT ACT, 1960. Department of Lands and Surveys, Perth, 26th January, 1962.

IT is hereby declared that, pursuant to the reso-lution of the Shire of Gnowangerup passed at a meeting of the Council held at GNOWANGERUP on or about 18th December, 1957, the undermen-tioned lands have been set apart, taken, or re-sumed under section 17 of the Public Works Act, 1902-1956, for the purpose of a new road, that is to care. is to say:---

Gnowangerup.

L. and S. 331/58 (MR22), M.R.D. 1271/60.

Road No. 991 (widening of part). Those por-tions of Plantagenet Locations 4017 and 5004 containing 15.6 perches and 25.4 perches respectively as delineated and coloured dark brown on Lands and Surveys Diagram 67591.

Road 6631 (deviation and widening of parts). Those portions of Plantagenet Locations 2141 and 1056 as delineated and coloured dark brown on Lands and Surveys Diagram 67590 and that por-tion of location 4017 containing 1 acre 1 rood on Lands and Surveys Diagram 67591.

7a. 1r. 24p., 2a. 3r. 4p., 1a. 2r. 0.4p. and 25.4p. being resumed from Plantagenet Locations 1056, 2141, 4017 and 5004 respectively. (Notice of in-tention to resume gazetted 27th January, 1961.)

(Public Plans 435/80, A4, 445/80, F1, and 446/80, A1.)

IT is hereby declared that, pursuant to the reso-lution of the Shire of Swan-Guildford passed at a meeting of the Council held at MIDLAND JUNCTION on or about 3rd February, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1956, for the purpose of a new road, that is to say:---

Swan-Guildford.

L. and S. 625/61 (MR3), M.R.D. 974/60.

Road No. 18 (Toodyay Road-widening of part). Those portions of Swan Locations 293 and 1253 as delineated and coloured dark brown on Lands and Surveys Diagram 68064; 1a. 2r. 37.1p. and 16.1p. being resumed from Swan Locations 293 and 1253 respectively. (Notice of intention to resume gazetted 27th January, 1961.) (Public Plan 1B/20, S.W.)

And whereas His Excellency the Governor has declared that the said lands have 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, it is hereby notified that the lines of communication described above are roads within the mean-ing of the Local Government Act, 1960, subject to the provisions of the said Act.

By order of His Excellency the Governor.

Dated this 24th day of January, 1962.

STEWART BOVELL, Minister 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-appraisement of the undermentioned lots as from 1st January, 1962.

Town			- .	-	Capital Unimproved Value		- Losseo	
ר 	Fown		Lot	Lease	Previous	Re-appraisement	Lessee	
Boulder			2463	6230/153	£ s. d. 20 0 0	£ s. d. 20 0 0	Tatham, G. A.	
",	· ····		$2403 \\ 2465$	3117/1826	20 0 0 0 20 0 0	20 0 0 0 20 0 0	Norton, D. G. and R. D.	
,,			2466	3117/2193	$15 \ 0 \ 0$	$15 \ 0 \ 0$	Comensoli, G. B.	
**			2467	3117/1703	15 0 0	15 0 0	Bourke, M. P.	
**			$\begin{array}{c} 2473 \\ 2474 \end{array}$	3117/1825 3117/2414	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Hobba, M. Tibaldi, M.	
** **	 		2479	3117/2024	$10 \ 0 \ 0$ $12 \ 10 \ 0$	$ \begin{array}{ccccccccccccccccccccccccccccccccc$	Panizza, P.	
,,			2480	3117/2253	20 0 0	20 0 0	Hobba, W. A. J.	
,,			2485	3117/593	$egin{array}{cccc} 20 & 0 & 0 \ 15 & 0 & 0 \end{array}$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Walker, R. J. Taaffe, E. C.	
,, ,,			$\begin{array}{c} 2490 \\ 2492 \end{array}$	$3117/1762 \\ 3117/3284$	15 0 0 15 0 0	$15 0 0 \\ 15 0 0$	Smythe, W. J.	
,,			2499	3117/2541	$15 \ 0 \ 0$	20 0 0	Bracanin, A.	
,,		[2502	3117/2758	30 0 0	30 0 0	Mason, T. L. and B.	
,,			$\begin{array}{c} 2503 \\ 2504 \end{array}$	6530/153 3117/2543	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Gray, W. R. M. Vujcich, G.	
,, ,,			2504 2525	6776/153	40 0 0	40 0 0	D'Amico, V.	
,,			2529	3117/643	40 0 0	$40 \ 0 \ 0$	Brajcich, J.	
,,			2533	3117/1295	$40 \ 0 \ 0$	$40 \ 0 \ 0$	Cocks, J. E.	
**			$\begin{array}{c} 2534 \\ 2537 \end{array}$	3117/1357 3117/898	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Simunovic, I. Richards, O. V.	
**			2538	3117/1033	35 0 0	35 0 0	Pettit, F. C. and R.	
**			2539	6488/153	35 0 0	35 0 0	Toia, B.	
,,			2540	3117/884	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Dawson, J. E. Epis, A.	
,, ,,			$\begin{array}{c} 2543 \\ 2544 \end{array}$	3117/468 3117/2831	12 10 0 12 10 0	12 10 0 12 10 0	McFadden, C. R. J.	
,,			2550	3117/519	15 0 0	15 0 0	Glamuzina, M.	
,,			2551	3117/2808	12 10 0	12 10 0	Glamuzina, J. M.	
,,			2553	6779/153	12 10 0	12 10 0	Tomasevich, T. and Bozikovich M.	
,,			2575	3117/2002	35 0 0	35 0 0	Deas, G. F.	
**			2576	3117/2048	30 0 0	30 0 0	Mrch, I.	
,,			2577	3117/2717	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$ \begin{array}{ccccccccccccccccccccccccccccccccc$	Kelly, K. L. Kazlauskas, I. and F.	
,, ,,	····		2578 2579	$3801/153 \\3117/444$	30 0 0	30 0 0	Ivey, W. A.	
,,			2581	3117/2706	30 0 0	30 0 0	Beaney, W. A.	
,,			2582	3117/2303	30 0 0	30 0 0	Gors, M. M.	
,,			$2584 \\ 2586$	3117/1776 6890/153	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Stazzonelli, A. Relph, W. S.	
,, ,,	 		2612	6538/153	12 10 0		Ogg, M.	
**	•····		2613	6539/153	$12 \ 10 \ 0$	12 10 0	Smith, A.	
,,			2614	3117/2615	12 10 0	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Holdaway, A. L.	
**		••••	$\begin{array}{c} 2619 \\ 2620 \end{array}$	6819/153 6475/153	$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Asher, J. S. Norwood, H.	
" "			2621	3117/1722	12 10 0	12 10 0	Chicksfield, A. W.	
**	•····		2630	6778/153	$20 \ 0 \ 0$	20 0 0	Pickering, R.	
*;			$2636 \\ 2638$	3117/524	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Genovesi, P. Kenneally, K.	
**			2679	5713/153 3117/1034	12 10 0 0	12 10 0	Duffy, M. E.	
,, ,,			2705	3117/1767	$15 \ 0 \ 0$	$15 \ 0 \ 0$	Blair, R. A. and V. J.	
**			2707	3117/1777	15 0 0	15 0 0	Johnson, D. F.	
**	••••		$\begin{array}{c} 3011\\ 3041 \end{array}$	3117/3858 3117/3820	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Spinks, E. G. Clancy, J.	
** **			3042	3117/3821	$\begin{array}{cccccccccccccccccccccccccccccccccccc$		O'Rourke, R. L. W.	
,,	•····		3043	3117/3835	20 0 0	25 0 0	Davies, F. C.	
**	••••		$\begin{array}{c} 3044 \\ 3045 \end{array}$	3117/3836 3117/3837	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Morel, F. R. Osborne, I. Mc.I.	
**			3045	3117/3838	12 10 0 12 10 0	20 0 0 20 0 0	Cahill, J. A. and B. J.	
** **			3047	3117/3839	12 10 0	20 0 0	Hoyer, N. L.	
,,			3048	3117/3840	15 0 0	25 0 0	Davey, E. L.	
**	••••		R3 R52	3117/880 3477/153	$\begin{array}{cccc} 20 & 0 & 0 \\ 30 & 0 & 0 \end{array}$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Tarabini, D. F. Walton, A.	
,, ,,			R67	6822/153	20 0 0		Sullivan, J. A.	
**			$\mathbf{R73}$	6354/153	$20 \ 0 \ 0$	20 0 0	Rulyancich, G.	
,,	••••		R91	3117/2379	$15 0 0 \\ 55 0 0$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Gund ry, M. G. Waters, M. T.	
**			R106 R107	5253/153 5262/153	$egin{array}{ccccc} 55 & 0 & 0 \ 45 & 0 & 0 \end{array}$	$55 0 0 \\ 45 0 0$	Rodgers, P. J.	
**	••••• ••••		R108	5307/153	45 0 0 45 0 0	45 0 0	Alcock, J. W.	
**			R109	5389/153	$45 \ 0 \ 0$	$45 \ 0 \ 0$	Virgin, B. T. and D. M.	
**	••••		R110 R111	6745/153	45 0 0 45 0 0	$\begin{array}{ccc} 45 & 0 & 0 \\ 45 & 0 & 0 \end{array}$	Pecotich, J. Callaghan, J.	
**			R111 R117	6278/153 1149/153	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{ccc} 45 & 0 & 0 \\ 40 & 0 & 0 \end{array}$	Gould, H. M.	
,, ,,	····· ····		R119	5552/153	40 0 0 0	40 0 0	Renton, W. J.	
**			R121	6423/153	$40 \ 0 \ 0$	$40 \ 0 \ 0$	Pascoe, E. M.	
,,	••••	••••	R122 R124	5665/153	$\begin{array}{ccc} 40 & 0 & 0 \\ 40 & 0 & 0 \end{array}$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Selkirk, L. M. Flematti, P.	
,,		(R124	6554/153	40 0 0	4000	Mitchell, J.	

RE-APPRAISEMENT OF TOWN AND SUBURBAN LOTS-continued

			Ŧ (-	Capital Uni	mproved Value	Ŧ
т	lown		Lot	Lease	Previous	Re-appraisement	Lessee
					£ s. d.	£ s. d.	
Boulder	••••		R153	3117/1329	25 0 0	25 0 0	Skonieczny, F.
,,			R154	3117/1315	25 0 0	25 0 0	Turner, J.
,,	••••		R156	3117/1765	20 0 0	25 0 0	Zipancich, V.
\$7			R157	3117/1766	17 10 0	20 0 0	Zipancich, N.
,,			R158	3117/2356	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	Turrell, J. W.
,,			R161	3117/1193			Rogers, W.
,,	••••		R206	3117/824	$\begin{array}{cccc} 35 & 0 & 0 \\ 20 & 0 & 0 \end{array}$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Hayes, N. J.
,,			R213	3117/2189	12 10 0 0 12 10 0	15 0 0	Armstrong, M. E. Walter, C. S.
,,	••••		R218	3117/1757	12 10 0 15 0 0	15 0 0 15 0 0	Thatcher, M. F. and R. V
"	•••••		R221	6762/153	$15 0 0 \\ 15 0 0$	15 0 0 15 0 0	Anderson, R. H.
,,			$egin{array}{c} { m R223} \\ { m R244} \end{array}$	3117/1035 2685/153	$15 0 0 \\ 15 0 0$	$15 0 0 \\ 15 0 0$	Goldner, H. and M.
,,	••••		$\mathbf{R}244$ $\mathbf{R}247$	3117/1199	$15 0 0 \\ 20 0 0$	$ \begin{array}{ccccccccccccccccccccccccccccccccc$	O'Neill, I.
3 8	••••		R247 R249	3117/941	12 10 0 0	12 10 0	Lethlean, L.
**	••••		$\mathbf{R249}$ $\mathbf{R250}$	3117/941 3117/2280	12 10 0 12 10 0	12 10 0 12 10 0	Battaglia, M. and N.
:,			R251	3117/1670	12 10 0 12 10 0	12 10 0 12 10 0	Sestich, J. I.
\$.,	••••		R253	3117/2618	12 10 0	12 10 0 12 10 0	Turner, F. L.
**			R269	3117/1194			Wardle, W. R.
•,			R272	3117/2389			Barron, P. T. and K. F.
"			R278	3117/1552	12 10 0	12 10 0	Mason, T. G.
•• >•			R284	3117/1467	12 10 0	12 10 0	Coleman, A. T. M.
			R294	3117/406	20 0 0	20 0 0	Guy, P. R. C. and J. E.
,,	••••		R295	3117/1824	20 0 0	$20 \ 0 \ 0$	Bown, E. M.
,, ,,			R296	3117/2250	25 0 0	25 0 0	McDonnell, F. S.
,,			R301	3117/1310	20 0 0	20 0 0	Brown, C. L.
,,			R303	3117/2810	20 0 0	20 0 0	McPherson, C. M.
,,			R304	3117/2429	20 0 0	20 0 0	Kelly, F. J. R.
,,			R305	3117/1492	20 0 0	20 0 0	Bown, E. E.
,,			R319	5435/153	20 0 0	20 0 0	Julian, J. H.
,,			R321	3117/526	$20 \ 0 \ 0$	20 0 0	Deas, A. H.
29			$\mathbf{R324}$	3117/1481	$20 \ 0 \ 0$	20 0 0	Gallant, G. M.
,,			$\mathbf{R332}$	6818/153	$20 \ 0 \ 0$	20 0 0	Dawson, D.
,,	• • • •		$\mathbf{R338}$	3387/153	$32 \ 10 \ 0$	32 10 0	Boromini, A. J.
,,			$\mathbf{R347}$	3117/1423	$20 \ 0 \ 0$	20 0 0	Scott, F. P.
,,	••••		R360	6823/153	20 0 0	20 0 0	Beer, F. A.
,,			R436	3117/1986	20 0 0	20 0 0	Glasson, L. P.
,,			R439	3117/2627	20 0 0	25 0 0	Pozzi, J.
,,			$\mathbf{R442}$	3117/1446	20 0 0	$20 \ 0 \ 0$	Lund, A. V.
,,	••••		R444	3117/881	$20 \ 0 \ 0$	$20 \ 0 \ 0$	Boddell, E. W.
,,			R447	3117/2216	20 0 0	20 0 0	O'Connor, L. M. and C. J.
,,	••••		R458	6959/153	20 0 0	20 0 0	Roberts, I. C.
,,			R459	3117/2036	20 0 0	20 0 0	Stockton, K. W.
,,	••••		R463	3117/1103	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	20 0 0	Caprari, C.
,,	••••	}	R468	3117/2196	15 0 0 15 0 0	15 0 0	Kelly, N. E. C.
,,			R499	3117/2095	15 0 0 15 0 0	15 0 0 15 0 0	Forrest, E.
,,	••••		R562	3117/1143	15 0 0	15 0 0 15 0 0	Altham, A.
,,			R556	3117/2459	15 0 0	15 0 0	Cappello, G.
,,	·•··		R578	3117/2498	15 0 0	15 0 0 15 0 0	McNamara, E. A.
••	••••		R598	3117/2492	15 0 0 15 0 0	15 0 0 15 0 0	Moyle, H. R.
••			R603	3117/2388	15 0 0 15 0 0	15 0 0 15 0 0	Hunter, A. A.
,,			R604	3117/1468	$15 \ 0 \ 0$	15 0 0	Cedro, J. A.

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

FORESTS DEPARTMENT.

F.D. 198, Ex. Co. No. 36.

HIS Excellency the Governor in Executive Council has approved of the appointment of William Henry Tame as Forest Ranger—Grade 1, Forests Department, Nannup, as from 25th April, 1960.

A. C. HARRIS, Conservator of Forests.

BUSH FIRES ACT, 1954-1958. Appointment of Bush Fire Control Officers. Bush Fires Board, East Perth, 15th January, 1962.

IT is hereby notified that the following Shire Councils have appointed the following persons as bush fire control officers for their Shires:—

Kalamunda: A. King and C. R. Philip. Nannup: J. V. Dunnett and F. C. Brockman. Swan-Guildford: M. G. Larwood, L. D. Mar-shall and D. A. Kendall.

The following appointments have been cancelled:-

Kalamunda: P. L. Jennings and H. Berle. Swan-Guildford: J. H. Stevens and L. J. Manns.

A. SUTHERLAND, Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958. (Section 17.) Suspension of Prohibited Burning Times. Bush Fires Board, East Perth, 22nd January, 1962.

Corres. No. 605.

IT is hereby notified that the Hon. Minister for Lands has approved of the suspension of the pro-hibited burning times declared for the Shires of Serpentine-Jarrahdale, Murray, Waroona, Harvey, Dardanup, Capel, Collie, West Arthur, Williams, Balingup, Bridgetown and Donnybrook, and the Town of Bunbury, from the 22nd January, 1962,

to the 27th February, 1962, both dates inclusive, so far as the declaration relates to railway land as set out in the schedule hereto.

Any burning carried out under the terms of this suspension, shall be subject to the following conditions:

- (1) No burning shall be undertaken until the Shire Clerk or Chief Fire Control Officer of the Shire concerned has been consulted and has agreed to the burning concerned being carried out.
- (2) No burning shall be undertaken on days when the fire hazard forecast issued by the Perth Weather Bureau for the area concerned is "Dangerous" except in accordance with the provisions of the Bush Fires Act.
- (3) At least three men shall be constantly in attendance at every fire until it has been completely extinguished, including all smouldering logs, timber, disused sleepers and other inflammable material.
- (4) Each man shall be provided with a heavy fire rake and each three men with at least one knapsack spray with sufficient water for its operation.
- (5) Any burning carried out under the provisions of this suspension shall comply with section 18 and all other relevant provisions of the Bush Fires Act, 1954-1958. A. SUTHERLAND,

Secretary, Bush Fires Board.

Section	Mileage	Shire
South-West Railway Main	24m. 44 clı. to 24m. 52clı.	Serpentine- Jarrahdale
Do. do.	27m, 52ch, to 27m, 60ch.	do.
Do. do.	38m. 30ch. to 38m. 55ch.	do.
\mathbf{D}_{0} , \mathbf{d}_{0} .	43m. 28ch. to 43m. 32ch.	do.
\mathbf{D}_{0} , \mathbf{d}_{0} .	50m. 24ch. to 50m. 36ch.	Muray
\mathbf{D}_{0} , \mathbf{d}_{0} .	52m. 36ch. to 52m. 40ch.	do.
D_0 , d_0 .		
	69m. 16ch. to 69m. 24ch.	Waroona
Do. do.	70m. 60ch. to 70m. 72ch.	do.
Do. do.	71m. 60ch. to 71m. 72ch.	do.
Do. do.	77m. 72ch. to 78m. 12ch.	Harvey
Do. do.	83m. 32ch. to 83m. 36ch.	do.
Do. do.	84m. 72ch. to 84m. 76ch.	do.
Do. do.	85m. 08ch. to 85m. 12ch.	do.
Do. do.	90m. 32ch. to 90m. 40ch.	do.
Do. do.	96m. 00clı.	do.
Do. do.	102m. 28ch. to 102m. 36ch.	Dardanup
Do. do.	108m. 40ch. to 108m. 44ch.	do.
		Town
Do. do.	111m. 04ch. to 111m. 20ch.	Bunbury
Do. do.	113m. 24ch. to 113m. 32ch.	do.
Do. do.	113m. 40ch. to 113m. 56ch.	do.
		Shire
Boyanup-Busselton	123m. 76ch. to 124m. 08ch.	Capel
Do	132m. 08ch. to 132m. 16ch.	do.
Collie-Narrogln	130m. 50ch	Collie
Do	135m. 00ch	do.
Do	137m. 40ch.	do.
Do.	160m. 60ch. to 164m. 00ch.	West Arthur
Do	165m. 00ch. to 166m. 00ch.	do.
Do	180m. 00ch. to 182m. 00ch.	Williams
Do. do.	190m. 00ch. to 190m. 40ch.	do.
Brunswick Junction-Collie		Harvey
bi answick 5 unchoin-Come	111m. 11 ch. to $112m$.	Indivey
	16ch. and 114m. 72ch.	
Picton Junction-North- cliffe	140m. 40ch. to 140m. 60ch.	Balingup
Do. do.	141m. 00ch. to 141m. 40ch.	do.
Do. do.	144m. 60ch. to 145m. 00ch.	do.
D_0 . d_0 .	173m. 70ch.	Bridgetown
Do. do.	174m. 40ch. to 175m. 00ch.	do.
D_0 , d_0 .	177m. 52ch.	do.
D_0 , d_0 ,	181m. 60ch. to 183m. 00ch.	do.
Donnybrook - Katanning		Donnybrook
		do.
$\begin{array}{ccc} Do. & do. \\ Do. & do. \end{array}$	151	do.
Do. do.	152m. 00cli	do.
Do. do.	153m. 20ch	do.
	154m, 20ch	do.
Do. do. Kirup Yard	•••• ••••	Balingup

Town Planning Board,

Perth, 9th January, 1962.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to appoint under the provision of section 4 of the Town Planning and Development Act, 1928-1961, A. E. Clare, V. L. Steffanoni and C. L. Harvey, as members of the Town Planning Board for a period of two years as from the 1st February 1962 February, 1962.

(Sgd.) J. E. LLOYD. Chairman, Town Planning Board.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1961.

Shire of Perth-Town Planning Scheme No. 12A-Dianella.

T.P. 853/2/20/12.

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1961, that the Hon. Minister for Town Planning on the 5th day of January, 1962, approved of the Shire of Perth Town Planning Scheme No. 12A—Dianella as published hereunder. The Scheme Plan numbered No. 1 and Plan No. 2 has been renumbered Plan No. 1, 2 and 3 and becomes the approved Scheme Plan. 3 and becomes the approved Scheme Plan.

(Sgd.) J. E. LLOYD, Town Planning Commissioner.

SHIRE OF PERTH--TOWN PLANNING SCHEME No. 12A-DIANELLA.

Resolved that the Shire of Perth, in pursuance of section 7 of the Town Planning and Development Act, 1928-1961, prepare the above Town Planning Scheme with reference to an area situated wholly within the Shire of Perth and enclosed within the inner edge of a blue border on the plans now pro-duced to the Shire of Perth, and marked and certified by the Shire Clerk to Shire of Perth, under his hand, dated the 4th day of July, 1961, as Plan No. 1 and Plan No. 2.

Scheme Ordinance.

Responsible Authority.

1. The authority responsible for the administra-tion and enforcement of this Scheme is the Council of the Shire of Perth (hereinafter referred to as "the Council").

Area.

The Scheme shall apply to the land contained within a blue border on Plan No. 1 and on Plan No. 2. The said land is herein referred to as "the No. 2. Area."

General Objects.

3. The general objects of the Scheme are to improve and develop the Area to the best possible advantage, to plan within the Area suitable roads and make provision for arterial and main roads, to ensure the proper drainage of roads, to plan the subdivision of the land within the Area, to facilitate and co-ordinate progressive subdivision and de-velopment of land within the Area and to make provision for land for public and local authority purposes.

Method of Carrying Out Objects.

4. It is intended that as and when owners of land within the Area desire to develop and sub-divide their land such development and subdivision shall be according to a plan which will be capable of forming part of an overall plan of subdivision and development for the Area.

5. The plan of subdivision shown in Plan No. 2 forms a basis for subdivision and development of forms a basis for subdivision and development of the Area but the Council may permit alterations or variations to the Plan where circumstances justify such action provided that no such alteration or variation shall be permitted if in the opinion of the Council it shall impede the subdivision and development of the Area as a whole.

Subdivision.

6. An owner of land within the Area who desires to subdivide and develop his land either alone or in conjunction with other owners shall submit a plan of proposed subdivision to the Town Planning Board as required by the Town Planning and Development Act of Western Australia.

New Roads.

7. All new roads within the Area shall be constructed and drained at the expense of the owners of land therein and each owner shall pay the costs of the construction and drainage of the roads within the Area of the land owned by him.

8. In cases where the situation of a new road within the Area is such that the owners of adjoining land should each contribute to the cost of the construction or drainage of that road and such owners are unable to agree upon the proportion of the costs payable by each of them then the amount payable by each such owner shall be determined by arbitration in manner hereinafter provided.

9. If the Council shall construct or drain a new road within the Area prior to subdivision of the land adjoining such road the costs of the construction and drainage of the said road and all compensation and other costs consequent upon the acquisition of the land paid by the Council shall be paid to the Council by the respective owners of land as and when their land is subdivided and the provisions of paragraphs 7, 8 and 11 shall apply in respect of such payment.

Closure of Roads.

10. All surveyed roads within the Area which are not shown as new roads on Plan No. 2 shall be deemed to have been closed as from the date on which this Scheme shall come into operation.

Drainage.

11. Each owner upon the subdivision of his land pay to the Council an amount which bears the same proportion to the estimated costs of drainage of the Area as the area of his land bears to the whole of the privately owned land within the Area and the Council shall at the appropriate time from the moneys so obtained carry out the drainage plan approved by the Council with such modifications as may from time to time be determined by the Council.

Open Space.

12. It is intended that a tract or tracts of land in total of approximately one-tenth of the total area of land within the Area shall be provided for public or local authority purposes either within the Area or near thereto. In order that this may be done each owner shall when subdividing his land and subject as hereinafter provided transfer to the Council an area of land equal to one-tenth of the total area of land being subdivided or developed by him or such other areas as the Town Planning Board shall upon approval of the plan of subdivision require.

13. If within a portion of the Area the subject of subdivision and development no land or less than one-tenth of the land is required by the Council for public or local authority purposes the owner shall if the Town Planning Board make it a condition of approval of subdivision pay to the Council the value of one-tenth of the said land or the value of so much of the said one-tenth as is not required by the Council as the case may be.

14. If within a portion of the area the subject of subdivision and development more than one-tenth of the land is required by the Council for public or local authority purposes the owner shall transfer to the Council the land required by it for that purpose and the council shall pay to the owner by way of compensation the value of the land exceeding the said one-tenth as shall be required by the Council. If the Council and the owner so agree the Council may transfer to the said owner other land in or near the Area either owned by the Council or acquired by it for that purpose to compensate him for the land in excess of the said one-tenth required by the Council in which case the amount payable by the Council to the owner shall be reduced accordingly.

15. The Council may sell or otherwise dispose of any land transferred to or acquired by it for the purpose of public or local authority purposes: Provided that all moneys received by the Council in respect of such sales and all moneys received by the Council under clause 13 hereof shall after making all necessary payments to owners and paying the costs of land (if any) acquired for transfer to owners under clause 14 hereof be expended by the Council in the acquisition and improvement of land for public or local authority purposes in or near the Area, provided that no moneys received under the Scheme shall be expended on any improvements to the Open Space Area until the whole of the Open Space land as shown on the Scheme Plan has been acquired.

Land Owned or Acquired by the Council.

16. All or any of the land now owned by or subsequently acquired by the Ccuncil within or near the Area may be used by the Council for any purposes appropriate to this Scheme and if such purpose is one for which an owner is required to make land available or for which land may be acquired by the Council hereunder the Council shall be compensated for the value of the land so used by the Council.

17. If the Council shall have resumed land for public or local authority purposes it shall be reimbursed all compensation and costs paid by it from moneys received by it under clause 13 hereof and upon the owner from whom the land was resumed subdividing his land the value of the one-tenth of his land to be made available for public or local authority purposes hereunder shall be assessed on the basis that such land has not been resumed.

18. If the Council shall resume land so that it may be used for a specific purpose other than that of public or local authority purposes it may sell or otherwise dispose of such land upon such terms and conditions as it shall think fit to any person who shall agree to use the land for that purpose.

Zoning

19. The land in the Area shall be zoned for the uses shown in Plan 2 and where no use is shown shall be zoned as a Residential and Flat Zone. The Council shall upon the completion of the Scheme or progressively as the land within the Area is subdivided and developed amend its by-laws to provide for the land to be zoned accordingly. Until the said by-laws have been amended no person shall use any land within the Area for any purpose other than those permitted by the by-laws of the Council for the type of zone in which land is situated.

Change of Zoning.

20. Nothing herein shall prevent the change of the zoning of any of the land within the Area if the usual procedure for change of such zoning be followed.

Powers and Authorities of the Council.

21. In carrying out the provisions of this Scheme the Council shall have the following powers and authorities:—

- (a) To enter into agreements with the owners or occupiers of any land within the Area.
- (b) To enter into agreements with purchasers or prospective purchasers or prospective occupiers of land within the Area.
- (c) If any owner of land within the Area does not proceed with the subdivision and development of his land in accordance with the terms of this scheme and his failure to do so in the opinion of the Council will unduly delay the completion of the Scheme the Council may resume the land of such owner and proceed with the subdivision and development of the said land in accordance with the provisions of this Scheme.
- (d) In the event of the Council exercising its powers under clause (c) it shall have all the powers of an owner in the subdivision development and disposal of the said land but before selling the land so subdivided and developed it shall offer the new lots to the original owner upon his paying to the Council all costs and expenses consequent upon the resumption subdivision and development of the said land and upon his releasing the Council from all claims for compensation in respect of such resumption. The said offer shall be made in writing and if not accepted within one calendar month of the service thereof the Council may proceed with the sale of the subdivided lots. All moneys received by it from such sale shall be applied firstly in payment of all compensation in respect of the resumption of the said land. The balance if any of such moneys may be retained by the Council and the Council shall make good any deficit.
- (e) If the offer mentioned in clause (d) hereof be not accepted the Council may retain all or any part of the said land but if it does so it shall be responsible to pay such costs

of subdivision of the said land and compensation for its resumption as are then unpaid.

(f) The Council may resume any land within the Area for public or local authority purposes or in order to make it available for a particular use shown in the said plan in cases where the owner thereof will not agree to make the land available for that purpose in accordance with the provisions of this Scheme.

Valuations.

22. Where it is necessary to ascertain the value of any land or portion thereof for purposes of this Scheme other than the assessment of compensation such value shall be assessed by the Chief Valuer of the Taxation Department of Western Australia or such other disinterested and competent valuer as shall be appointed by the Council shall be appointed by the Council.

Arbitration.

23.Any dispute or difference between the owners as to their respective rights under this Scheme may be referred to the arbitration of a single arbitrator in manner provided by the Arbitration Act, 1895, or any statutory modification thereof for the time being in force and if the parties fail to agree upon any one single arbitrator he may be nominated by the Council.

Moneys Received by the Council.

All moneys received by the Council under the 24. provisions of this Scheme shall be held by the Council and used for the purposes of this Scheme and shall not form part of the general revenue of the Council.

I certify that the foregoing is a copy of minute of ordinary meeting of the Council of the Shire of Perth held on 4th day of July, 1961. Dated this 4th day of July, 1961.

(Sgd.) HERBERT R. ROBINSON, President.

(Sgd.) LLOYD KNUCKEY,

Shire Clerk

Approved-

(Sgd.) L. A. LOGAN, Minister for Town Planning.

PUBLIC WORKS TENDERS

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

Bentley Mines Department--New Amenities Block (14700); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 9th January, 1962.

Caversham Mental Hospital Site—Purchase and Removal of Old Buildings (14704); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Gleneagle School and Quarters-Septic Tank Installation (14688); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 12th December, 1961.

Hamilton Hill—House No. 417, Carrington Street —Purchase and Removal (14705); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Kalamunda School—Additions (14706); 30th January, 1962; conditions may be seen at the Con-tractors' Room, P.W.D., Perth on and after the 16th January, 1962.

Koongamia School—Additions (14707);30th January, 1962; conditions may be seen at the Con-tractors' Room, P.W.D., Perth, on and after 16th January, 1962.

Laverton School—Septic Tank Laverson School—Septic Tank Installation (14689); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and at Laverton Police Station, on and after 12th December 1961 Installation after 12th December, 1961.

Leederville—House No. 32, Tower Street—Pur-chase and Removal (14708); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Leederville—Houses No. 24 and 26, Tower Street —Purchase and Removal (14709); 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Moora Swimming Pool-Construction (14702) 30th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and at Court House, Moora, on and after 6th January, 1962.

Victoria Park—House No. 17A, Great Eastern Highway—Purchase and Removal (14713); 30th January, 1962; conditions may be seen at the Con-tractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Victoria Park—House No. 19, Great Eastern Highway—Purchase and Removal (14712); 30th January, 1962; conditions may be seen at the Con-tractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Victoria Park—House No. 25, Great Eastern High-way—Purchase and Removal (14711); 30th Janu-ary, 1962; conditions may be seen at the Contrac-tors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Victoria Park—House No. 33, Great Eastern High-way—Purchase and Removal (14710); 30th Janu-ary, 1962; conditions may be seen at the Con-tractors' Room, P.W.D., Perth, on and after the 16th January, 1962.

Denmark School and Quarters—Repairs and Renovations (14714); 6th February, 1962; condi-tions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Police Station, Denmark, on and after the 16th January, 1962.

Kalgoorlie Hospital--X-ray Block--Electrical Installation (14733); 6th February, 1962; condi-tions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 30th January, 1962.

Narrogin Agricultural High School—Farm Wing -Deep Litter Poultry Sheds (14716); 6th February, 1962; conditions may be seen at the Contrac-tors' Room, P.W.D., Perth and Narrogin, on and after the 16th January, 1962.

Perth Dental Hospital-Supply and Installation of Air Conditioning Units (14732); 6th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 30th January, 1962.

Beacon School--Septic Tank Installation (14717); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mt. Marshall Shire Council, Bencubbin, on and after the 23rd January, 1962.

Doodarding School—Septic Tank Installation (14718); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and Dowerin Shire Council, Dowerin, on and after the 23rd January, 1962.

Ghooli No. 6 Pumping Station, G.W.S.--Septic Tank Installation to Quarters (14719); 13th February, 1962; conditions may be seen at the Contrac-tors' Room, P.W.D., Perth and Merredin, on and after 23rd January, 1962.

Glenorchy School and Quarters—Septic Tank In-stallation (14720); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and West Arthur Shire Coun-cil, Darkan, on and after 23rd January, 1962.

Jarrahdale School—Additions (14725); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 30th January, 1962.

Laverton School and Quarters—Repairs, Renovations and Septic Tank Installation to Quarters (14722); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and Mining Registrar, Laverton, on and after the 23rd January, 1962.

Midland Abattoirs—Extension of Sale Yards (14701); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 9th January, 1962.

Pingaring School and Quarters—Septic Tank Installation (14723); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Police Station, Lake Grace, on and after the 23rd January, 1962.

Point Heathcote Reception Home—R.M.O.'s Quarters—Additions (14734); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 30th January, 1962.

Point Peron Camp School—Conversion of existing Hut to Kitchen, Dining and Recreation Rooms (14726); 13th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 30th January, 1962.

Claremont Hospital for Insane—Old Drying Shed —Purchase and Removal (14735); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 6th February, 1962.

Donnybrook Junior High School—Additions (14727); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Police Station, Donnybrook, on and after 30th January, 1962.

Extensive Flyscreening to Metropolitan and Country Schools (14731); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 30th January, 1962.

Katanning School—Additions (14728); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Clerk of Courts, Katanning, on and after 30th January, 1962.

Kellerberrin Hospital—Repairs and Renovations (14721); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Kellerberrin, on and after 23rd January, 1962.

Kojonup Junior High School—Additions (14730); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and at Police Station, Kojonup, on and after 30th January, 1962.

Merredin Old P.W.D. A.D. Office—Purchase and Removal (14736); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 6th February, 1962.

Queens Park School—Additions (14737); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 6th February, 1962.

Rocky Gully School Quarters—Septic Tank Installation (14729); 20th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and at Clerk of Courts, Mt. Barker, on and after 30th January, 1962.

Badgingarra Agricultural Research Station-Single Men's Quarters-Erection (14738); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Clerk of Courts, Moora, on and after 6th February, 1962.

Denmark Police Quarters—Septic Tank Installation (14739); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Denmark Police Station, on and after 6th February, 1962. Ejanding School and Quarters—Septic Tank Installation (14740); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and Dowerin Police Station, on and after 6th February, 1962.

Esperance School—Additions (14741); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and at Police Station, Esperance, on and after 6th February, 1962.

Magistrate's New Residence, Geraldton (14742); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 6th February, 1962.

Wyalkatchem G.W.S. Staff Quarters (2)—Removal and Re-erection (14743); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and Police Station, Wyalkatchem, on and after 6th February, 1962.

Yallingup School—Septic Tank Installation (14744); 27th February, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Clerk of Courts, Busselton, on and after 6th February, 1962.

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.

26th January, 1962.

MOORA SWIMMING POOL.

TENDERS are invited for the construction of a reinforced concrete swimming pool and ancillary pipework at Moora.

Tenders will be received up to 2.30 p.m. on 30th January, 1962, and are to be addressed to the Honourable Minister for Works, Public Works Department, St. George's Place, Perth. They are to be marked "Tender for Construction of a Reinforced Concrete Swimming Pool, Moora."

Drawings, conditions of contract and specifications may be obtained from the Contract Office, Public Works Department, Perth, on and after 8th January, 1962, on payment of a fee of £10.

The lowest or any tender not necessarily accepted. J. McCONNELL.

Under Secretary for Works.

WUBIN WATER SUPPLY.

Earthworks Contract for Five-million Gallon Tank and Catchment.

(14724.)

TENDERS for the above contract will be received at this office up to 2.30 p.m. on Tuesday, the 6th February, 1962.

They are to be addressed to "Hon. Minister for Works," and marked outside "Tender for Wubin Water Supply—Earthworks Contract for Five-Million Gallon Tank and Catchment."

Conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 11th January, 1962.

The lowest or any tender will not necessarily be accepted.

By order of the Hon. Minister for Works,

J. McCONNELL, Under Secretary for Works.

Public Works Act, 1902-1956

NOTICE OF INTENTION TO RESUME LAND

North Fremantle School

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 North Fremantle District, for the purpose of the following public work, namely, North Fremantle School, and that the said piece or parcel of land is marked off on Plan P.W.D., W.A. 39337, 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.)
	Ruby May Ramm, regis- tered proprietor and Keith Hector Willmott, Sylvia Willmott, Leslie James Carney and Mar- jory Joyce Carney as purchasers under Con- tract of Sale	K. H. and S. Willmott and L. J. and M. J. Carney	Portion of North Fremantle Lot P21, being Lot 2 on L.T.O. Diagram 1545 (Certificate of Title Volume 269, Folio 5)	a. r. p. 0 0 30.8

Dated this 22nd day of January, 1962.

G. P. WILD, Minister for Works.

M.R.D. 30/62

Main Roads Act, 1930-1959; 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 piece or parcel of land described in the Schedule hereto, and being in the Williams District, for the purpose of the following public work, namely, widening Perth-Albany Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 408, 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	Eric Jack Atherton	E. J. Atherton	Portion of Williams Location 3723 (Cer- tificate of Title Volume 982, Folio 159)	a. r. p. 0 0 12 (approx.)

Dated this 23rd day of January, 1962.

F. PARRICK,

Secretary, Main Roads.

M.R.D. 314/50

Main Roads Act, 1930-1959; 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 piece or parcel of land described in the Schedule hereto, and being in the Avon District, for the purpose of the following public work, namely, widening Goomalling-Toodyay Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 2262, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	William George Parnham	W. G. Parnham	Portion of Avon Location 1954 and being part of Lot M484 on Plan 2973 (Certificate of Title Volume 426, Folio 132)	a. r. p. 0 0 39.6

Dated this 22nd day of January, 1962.

F. PARRICK, Secretary, Main Roads.

P.W. 771/55

M.R.D. 27/50

Main Roads Act, 1930-1959; 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 Murray District, for the purpose of the following public work, namely, widening the Pinjarra-Marradong-Williams Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2838, 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	Агеа
1	Kenneth Maurice Anthony Hawke and Theresa Zena Hawke	K. M. and T. E. Hawke	Portion of Murray Location 243 (Certificate of Title Volume 1123, Folio 364)	a. r. p. 0 1 38 (approx.)
2	William George Morgan	W. G. Morgan	Portion of Murray Location 623 (Certificate of Title Volume 1139, Folio 306)	0 0 18 (approx.)
3	William George Morgan	W. G. Morgan	Portion of Murray Location 603 (Certificate of Title Volume 1139, Folio 306)	(approx.)

Dated this 22nd day of January, 1962.

F. PARRICK,

Secretary, Main Roads.

M.R.D. 1511/60

Main Roads Act, 1930-1959; 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, the Coorow-Greenhead Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2700, 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	Eric George Peters	E. G. Peters	Portion of Victoria Location 10252 (Perpetual Lease 1374)	a. r. p. 11 2 11 (approx.)

Dated this 16th day of January, 1962.

F. PARRICK, Secretary, Main Roads.

M.R.D. 1561/61

Main Roads Act, 1930-1959; 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 Cockburn Sound District, for the purpose of the following public work, namely, widening the Mundijong-Jarrahdale Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1849, 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 2	Stanley Thomas Marsh Frederick Stanley Marchant		Portion of Cockburn Sound Location 570 (Certificate of Title Volume 867, Folio 139) Portion of Cockburn Sound Location 717 (Certificate of Title Volume 1069, Folio 944)	a. r. p. 0 0 1.5 (approx.) 0 0 22.5 (approx.)

Dated this 18th day of January, 1962.

M.R.D. 51/61

Main Roads Act, 1930-1959; 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 Kent and Plantagenet District for the purpose of the following public work, namely, Albany-Green Range-Jerramongup Road and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2982, 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	Агеа
1 2 3	Roma Florence Walker Roma Florence Walker William Eric Grund	R. F. Walker R. F. Walker W. E. Grund	Portion of Kent Location 516 (Certificate of Title Volume 1084, Folio 757) Portion of Kent Location 738 (Certificate of Title Volume 1047, Folio 948) Portion of Plantagenet Location 6228 (Con- ditional Purchase Lease 347/12790)	a. r. p. 0 0 36 (approx.) 7 1 4 (approx.) 13 1 22 (approx.)

Dated this 24th day of January, 1962.

F. PARRICK, Secretary, Main Roads.

M.R.D. 600/57

Main Roads Act, 1930–1959; 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 and Throssel Districts for the purpose of the following public work, namely, widening Midland Junction-Merredin-Southern Cross Road and that the said pieces or parcels of land are marked off on Plan, M.R.D., W.A. 2557, 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		Are	a
1	Harold Peter Dempster	H. P. Dempster	Portion of Avon Location N1 and being part of Lots 6 and 3 on LT.O. Plan 927 and portion of Avon Location 2054 and Throssel Lot 52 as comprised in Certificate of Title Volume	а. 13	r. 2	p. 31∙8
2	Harold Peter Dempster and Muriel West Dempster	H. P. and M. W. Dempster	 1111, Folio 817 (one undivided half share) Portion of Avon Location N1 and being part of Lots 6 and 3 on L.T.O. Plan 927 and portion of Avon Location 2054 and Throssel Lot 52 as comprised in Certificate of Title Volume 1195, Folio 969 (one undivided half share) 	13	2	31.8

This notice supersedes items 10 and 11 of a notice of Intention to Resume published on Page 2547 of the Government Gazette of 25th August, 1961.

Dated this 24th day of January, 1962.

GOVERNMENT GAZETTE, W.A.

M.R.D. 230/53

237

Main Roads Act, 1930-1959; 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 piece or parcel of land described in the Schedule hereto, and being in the Oldfield District, for the purpose of the following public work, namely, widening Ongerup-Ravensthorpe-Esperance Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 1818, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Pertli.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Lionel Edwin Daw	L. E. Daw	Portion of Oldfield Location 608 (Crown Lease 164/47)	a. r. p. 0 2 33 (approx.)

Dated this 23rd day of January, 1962.

F. PARRICK, Secretary, Main Roads.

L. & S. 362/60 (R50)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Augusta-Margaret River, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Sussex District, for Road Purposes, and that the said piece or parcels of land dis marked off on Plan L.S., W.A. 1167, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Augusta-Margaret River.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Arca
Carst Vlam	C. Vlam	Portion of Sussex Location 4109 (Crown Lease 599/1957)	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$

Dated this 26th day of January, 1962.

Acting Under Secretary for Lands.

L. & S. 1513/60 (R45)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Chittering, 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 Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1175, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Chittering.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Richard Daniel Read	R. D. Read	Portion of Swan Location 1372 and being part of Lot 27 on Diagram 2888 (Certificate of Title Volume 933, Folio 95)	a. r. p. 0 0 11·2

Dated this 26th day of January, 1962.

N. A. YOUNG,

L. & S. 4488/15 (R34), 4042/52 (R47), 5186/53 (R57)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Manjimup, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Nelson District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plans LS., W.A. 1054, 1055, 1173 and 1189, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Manjimup.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Arca
John Percival William Duff John James Johnston and Kathleen Margaret Johnston	J. Percival W. Duff J. J. and K. M. Johnston	Portion of Nelson Location 9082 (Certificate of Title Volume 1082, Folio 490) Portion of Nelson Location 7723 (Certificate of Title Volume 1117, Folio 58) Portion of Manjimup Lot 256 (Certificate of Title Volume 1015, Folio 30)	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
Patrick Alfred Burton	P. A. Burton	Portion of Nelson Location 10180 (Certificate of Title Volume 1110, Folio 395)	$2\ 2\ 25$
Horace Hardy	H. Hardy	Portions of each of Nelson Locations 10174 and 10175 (Certificate of Title Volume 1123, Folio 550)	$4 \ 0 \ 26 \cdot 3$
Patrick Alfred Burton	P. A. Burton	Portion of Nelson Location 12057 (Crown Lease 231/1953)	0 3 3.1

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 1106/60 (R60), 4793/29 (R29)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Augusta-Margaret River, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Sussex District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plans L.S., W.A. 1194 and 1195, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Augusta-Margaret River.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description		Аге	a
Then in Dendette Telenson and	T D and D I Island		a.	г.	 8∙3
Francis Burdett Johnson and Doreen Jane Johnson	F. D. and D. J. Johnson	Portion of Sussex Location 2283 (Certificate of Title Volume 1135, Folio 19)	0	2	$8 \cdot 3$
Harold Wake	H. Wake	Portion of Sussex Location 3049 (Certificate of Title Volume 1161, Folio 349)	1	0	12.1
Keitlı James Holben	K. J. Holben	Portion of Sussex Location 3214 (Certificate of Title Volume 1188, Folio 243)	0	0	$32 \cdot 2$
Ernest Wake and Francis Wake	E. and F. Wake	Portion of Sussex Location 3909 (Conditional Purchase Lease 347/8706)	0	0	$30 \cdot 7$
George Scott Guthrie	G. S. Guthrie	Portion of Sussex Location 2290 (Certificate of Title Volume 1027, Folio 209)	0	1	32.7
George Clifford Blowfield	G. C. Blowfield	Portion of Sussex Location 2892 (Certificate of Title Volume 1055, Folio 971)	0	0	$2 \cdot 2$

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 12309/05 (R56)

239

Public Works Act, 1902–1956; Local Government Act, 1960

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 Shire of Chapman Valley, under section 17 (1) of that Act, the several pieces or pacels 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. 1073, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Chapman Valley.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Warren James Forrester	Estate of J. R. Forrester	Portion of each of Victoria Location 838 and Mount Erin Estate Lot 90 (Certificate of	a. r. p. 18 1 28
Frank James Forrester	Estate of J. R. Forrester	Title Volume 1249, Folio 781) Portion of each of Locations 2974 and 3496 (Certificate of Title Volume 1195, Folio 91)	9 1 23

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 13732/04 (R44)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Broomehill, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Kojonup District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1172, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Broomehill.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Douglas Osmond Holmes	D. O. Holmes	Portion of Kojonup Location 7746 (Certificate of Title Volume 1222, Folio 498)	a. r. p. 0 0 10.3

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 838/60 (R62)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Corrigin, 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 Plans L.S., W.A. 1192 and 1193, which may be inspected at the Office of the Minister for Lands, Pertli, and at the Office of the Shire of Corrigin.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
John Evan McKenzie Eric Walton	C. Larke E. Walton R. F. MeBeath	Portion of Avon Location 16743 (Certificate of Title Volume 1016, Folio 498) Portion of Avon Location 17273 (Certificate of Title Volume 1119, Folio 274) Portion of Avon Location 19866 (Certificate of	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
Edward Oscar McBeath and Raymond Francis McBeath	K. F. Medeath	Title Volume 1004, Folio 510)	0 1 38.7

Dated this 26th day of January, 1962.

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Kojonup, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Nelson District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1186, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Kojonup.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
Francis John Butler Timms	F. J. B. Timms	Portion of Nelson Location 12226 (Perpetual Lease P1023)	a. r. p. 1 2 24	

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 561/36 (R2)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Mandurah, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Cockburn Sound District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1214, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Mandurah.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
Kenneth Henry Cartwright	K. H. Cartwright	Portion of Cockburn Sound Location 16 and being the portion of Lot 526 coloured brown and marked R.O.W. on Diagram 14648 (Cer- tificate of Title Volume 1085, Folio 646)	a. r. p. 0 0 32.7	

Dated this 26th day of January, 1962.

N. A. YOUNG, Acting Under Secreta

Acting Under Secretary for Lands.

L. & S. 918/60 (R101)

Public Works Act, 1902–1956; Local Government Act, 1960

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 Shire of Boddington, 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. 1200, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Boddington.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
Russel Glen Morgan William Cecil Harrold Fletcher	R. G. Morgan W. C. H. Fletcher	Portion of Wellington Location 1815 (Cer- tificate of Title Volume 876, Folio 67)	$\begin{array}{c} \mathbf{a. r. p.} \\ 0 0 \mathbf{2I} \cdot 8 \\ 0 0 0 \mathbf{2I} \cdot 8 \end{array}$	
Thomas Curnow	W. C. H. Fletcher T. H. Curnow	Portion of each of Wellington Locations 1214 and 1534 (Certificate of Title Volume 1228, Folio 639) Portion of Wellington Location 1205 (Cer- tificate of Title Volume 1167, Folio 799)	$\begin{array}{cccc} 0 & 0 & 9 \cdot 2 \\ 1 & 1 & 9 \cdot 2 \end{array}$	

Dated this 26th day of January, 1962.

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

[26 January, 1962.

L. & S. 5464/22 (R36)

L. & S. 2686/60 (R96)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Goomalling, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Avon District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1199, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Goomalling.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Thomas George Stratton	T. G. Stratton	Portion of Avon Location 13810 (Certificate of Title Volume 602, Folio 74)	a. r. p. 1 2 $7 \cdot 7$

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 981/60 (R31)

Public Works Act, 1902–1956; Local Government Act, 1960

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 Shire of Northampton, 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 Plans L.S., W.A. 1180 and 1181, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Northampton.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier		Description		Area	
Horace Bridgman Smith Arthur Jeffrey Mitchell	H. B. Smith A. J. Mitchell		Portion of Victoria Location 5662 (Certificate of Title Volume 1114, Folio 408) Portion of Victoria Location 2765 (Certificate of Title Volume 1080, Folio 881)	0	-	р. 8 10•6
Henry Orlando Hasleby and Robert Scaife, Executors of the Will of William Rosser the Younger			Portion of Victoria Location 2654 (Certificate of Title Volume 1032, Folio 39)	0	0	8
Vivian Mervyn Simpson	V. M. Simpson		Portion of Victoria Location 8952 (Crown Lease 396/1956)	0	0	8

Dated this 26th day of January, 1962.

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

L. & S. 5527/27 (R64)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Wongan-Ballidu, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Ninghan District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1196, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Wongan-Ballidu.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
Arthur Mitson and Llewellyn	A. and L. Mitson	Portion of Ninghan Location 2600 (Crown	a. r. p.	
Mitson		Lease 278/1954)	18 1 10	

Dated this 26th day of January, 1962.

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

[26 January, 1962.

L. & S. 2490/34 (R40)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shine of Tamuin, 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. 1183, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Tammin.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
Gerald Henry York, David Henry York and Peter Grindley York	P. G. York	Portion of Avon Location 8810 (Certificate of Title Volume 822, Folio 157)	a. r. p. 4 0 0	
Gerald Henry York, David Henry York and Peter Grindley York	P. G. York	Portion of Avon Location 13589 (Certificate of Title Volume 1052, Folio 430)	2 0 39	

Dated this 26th day of January, 1962.

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

L. & S. 8691/03 (R37)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Wanneroo, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule leveto, and being in the Swan District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1170, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Wanneroo.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area	
Bruce Arthur Joseph Perry	R. W. Paterson, R. G. Hislop and H. S. Watts	Portion of Swan Location 2801 (Certificate of Title Volume 1161, Folio 58)	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	

Dated this 26th day of January, 1962.

N. A. YOUNG,

Acting Under Secretary for Lands.

L. & S. 3658/60 (R97)

Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Wickepin, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Williams District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1205, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Wickepin.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Alfred Douglas Robert Miller Ross Lloyd Miller	D. R. Miller R. L. Miller	Portion of Williams Location 3701 (Certificate of Title Volume 1095, Folio 663) Portion of Williams Location 7536 (Certificate of Title Volume 1099, Folio 856)	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$

Dated this 26th day of January, 1962.

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

M.W.S. 1771/60

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northerly.

southerly.

westerly.

to lot 88-westerly.

lot 81-southerly.

lot 185-westerly.

within ratable distance thereof.

L. & S. 8496/08 (R103)

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Public Works Act, 1902-1956; Local Government Act, 1960

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 Shire of Williams, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Williams District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1202, which may be inspected at the Office of the Minister for Longle, Partice for Lands, Perth, and at the Office of the Shire of Williams.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Andrew David Hurse	A. D. Hurse	Portion of Williams Locations 6172 and 14151 (Crown Lease 814/1960)	a. r. p. 5 1 3

Dated this 26th day of January, 1962.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

NOTICE is hereby given in pursuance of section 96 of The Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, that water mains have been laid in the undermentioned streets in the districts indicated.

City of Fremantle. 9138/60-Montreal Street, from lot 16 to lot 1262-

Shire of Armadale-Kelmscott.

9087/60-Derry Avenue, from lot 35 to lot 34-

Shire of Melville. 8369/59-Shelshaw Street, from Redwood Crescent

9085/60-Sergeant Road, from Shelshaw Street to

9180/60—Cardew Street, from lot 566 to lot 564—

9070/60-Pitman Street, from lot 94 to lot 93-

9025/60-Canning Beach Road, from lot 4 to Part

Drainage is, subject to the provisions of the Act,

prepared to supply water from such mains to lands

Dated this 26th day of January, 1962.

And the Minister for Water Supply, Sewerage and

B. J. CLARKSON,

Under Secretary.

N. A. YOUNG.

Acting Under Secretary for Lands.

lication of this notice at the office of the Council, between the hours of 9 a.m. and 4 p.m. Monday to Friday, excluding public holidays.

Dated this 22nd day of January, 1962.

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

Mayor. E. J. JOHNSON,

Town Clerk.

LOCAL GOVERNMENT ACT, 1960.

Fremantle City Council.

Memorandum of Rate Imposed.

AT a meeting of the Council of the City of Fre-mantle held on the 18th December, 1961, it was resolved that the general rate specified hereunder be imposed on every pound (£) of annual value of rateable property situate within the district of the Fremantle Municipality in accordance with the provisions of the Local Government Act, 1960.

Rate.

General Rate: 42 pence in the £ of annual value, two-thirds of which to be applied for the eight month period ending 30th June, 1962.

Dated 15th January, 1962.

W. F. SAMSON, Mayor.

LOCAL GOVERNMENT ACT, 1960.

Shire of Merredin.

Notice of Intention to Borrow.

Proposed Loan (No. 63) of £2,000

PURSUANT to section 610 of the Local Government Act, 1960, the Merredin Shire Council hereby gives notice that it intends to borrow money, by the sale of debentures, on the following terms and for the following purpose: £2,000, for 10 years, with interest at the rate of £5 17s. 6d. per cent., payable at the Commonwealth Bank, Merredin, in 20 equal instalments covering principal and interest. Purpose: The provision of new men's toilet block and the improvement of the women's toilet block at the Merredin Recreation Ground.

Plans, specifications and estimates, as required by section 609 of the Local Government Act, 1960, are open for inspection at the offices of the Council, during business hours, for a period of 35 days after the publication of this notice.

Dated this 16th day of January, 1962.

G. F. TELFER, Deputy President. F. A. LAW, Shire Clerk.

NOTICE is hereby given that the Council of the City of South Perth proposes to borrow the sum City of South Perch proposes to borrow the sum of £18,000 to bear interest at a rate not exceeding £5 17s. 6d. per cent. per annum, repayable over a period of 20 years by six monthly debentures of equal amounts to cover principal and interest,

payable at the office of the City of South Perth. The purposes for which the loan is to be applied are as follows:-

- (a) Construction, furnishing, etc., change rooms and toilet facilities (Oxford Street Reserve), £7,000.
- (b) Construction, change rooms, furnishings, etc. (Como Reserve), £5,000.
- (c) Construction, furnishings, etc. of hall and toilet facilities (Moresby Street), £6,000.

specifications and estimates of cost of Plans, such works are open for inspection by ratepayers for a period of thirty-five (35) days after the pub-

CITY OF SOUTH PERTH.

Notice of Intention to Borrow.

Proposed Loan (No. 71) of £18,000.

LOCAL GOVERNMENT ACT, 1960.

Shire of Mandurah.

Proposed Loan (No. 32) of £9,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Mandurah Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: Nine thousand pounds (£9,000), for 20 years, at a rate of interest not exceeding £5 17s. 6d. per cent. per annum, repayable at the office of the Superannuation Board, Perth, by 40 equal half-yearly instalments of principal and interest.

Purpose:-

- (a) Reconstruction, drainage and bitumen surfacing of Shire streets (£6,000).
- (b) Bitumen surfacing with Main Roads Department under Contributory Bitumen Scheme (£3,000).

Plans, specifications and estimates of the cost thereof, and statement required by section 609, are open for inspection at the Council's office, Pinjarra Road, Mandurah, for 35 days after publication of this notice.

Dated this 17th day of October, 1961.

P. R. H. DAY, President.

R. R. FLETCHER, Shire Clerk-Engineer.

LOCAL GOVERNMENT ACT, 1960.

Shire of Mandurah

Notice of Intention to Borrow.

Proposed Loan (No. 33) of £2,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Mandurah Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: Two thousand pounds (£2,000), for 15 years, at a rate of interest not exceeding £5 17s. 6d. per cent. per annum, repayable at the office of the Superannuation Board, Perth, by 30 equal half-yearly instalments of principal and interest.

Purpose:---

- (a) Dredging of navigable channel through Nos. 1 and 3 banks adjacent to Reserve 8185 "Sticks" area, Peel Inlet (£1,500).
- (b) Dredging of navigable channel Soldiers Cove and reclamation of Winjan Place and Bolton Place Foreshore Reserve (£500).

Plans, specifications and estimates of the costs thereof, and statement required by section 609, are open for inspection at the Council's office, Pinjarra Road, Mandurah, for 35 days after publication of this notice.

Dated the 21st November, 1961.

P. R. H. DAY,

President.

R. R. FLETCHER, Shire Clerk-Engineer.

LOCAL GOVERNMENT ACT, 1960.

Shire of Mandurah.

Notice of Intention to Borrow.

Proposed Loan (No. 34) of £11,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Mandurah Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: Eleven thousand pounds $(\pounds 11,000)$, for 10 years, at a rate of interest not exceeding $\pounds 5$ 17s. 6d. per cent. per annum, repayable at the Bank of New South Wales, Mandurah, in 20 equal half yearly instalments of principal and interest.

Purpose:-

- (a) Reclamation of lot 1396, Reserve 21231, subdivision into 21 residential lots and placing on market for sale to general public (£4,000).
- (b) Reclamation and drainage of lot 1397, Reserve 21231 (£7,000).

Plans, specifications and estimates of the costs thereof, and statement required by section 609, are open for inspection at the Council's office, Pinjarra Road, Mandurah, for 35 days after publication of this notice.

It is the opinion of the Council that it will not be necessary to levy a loan rate on the ratepayers of the Shire as the proceeds from the sale of the 21 residential lots will be sufficient to meet the principal and interest repayments of the loan so raised.

Dated the 27th day of November, 1961.

P. R. H. DAY, President. R. R. FLETCHER, Shire Clerk-Engineer.

LOCAL GOVERNMENT ACT, 1960.

Shire of West Arthur.

Notice of Intention to Borrow.

Proposed Loan (No. 7) of £2,087.

PURSUANT to section 610 of the Local Government Act, 1960, the Shire of West Arthur hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms, and for the following purpose: £2,087, for 15 years, with interest not exceeding £5 17s. 6d. per cent. per annum, repayable at the office of the National Bank, Darkan, by 30 equal half-yearly instalments of principal and interest. Purpose: Installation of a septic system at the Glenorchy School, and school quarters.

Plans, specifications, and estimate of cost, and statements as required by section 609, may be inspected by ratepayers of the Municipality, at the office of the Council, during normal working hours, up to 35 days after the publication of this notice.

The State Government undertakes to meet all repayments of principal and interest.

Dated this 19th day of January, 1962.

M. HULSE,

President.

G. WHITELEY, Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Bruce Rock.

Notice of Intention to Borrow.

Proposed Loan (No. 70) of £800.

PURSUANT to section 610 of the Local Government Act, 1960, the above Council hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £800, for 10 years, interest rate payable £5 17s. 6d. per cent. per annum, repayable half-yearly at the office of the Council. Purpose: Purchase of Bruce Rock Lot 136 and house thereon.

Estimates of proposals are open for inspection at the Council Office for 35 days after the publication of this notice.

Dated this 23rd day of January, 1962.

J. M. STEWART, President. N. N. McDONALD, Shire Clerk.

TOWN OF KALGOORLIE.

NOTICE is hereby given that at a meeting of the Council of the Town of Kalgoorlie held on 10th July, 1961, Mr. Milton John Rundle was appointed Assistant Town Clerk.

> D. R. MORRISON, Town Clerk.

SHIRE OF CANNING.

To T. G. Faggetter, 27 Maniana Road South, Maniana:

WHEREAS the Council of the Shire of Canning is of the opinion that the building described hereunder, which is erected on the land in the district of the Shire of Canning and known as lot 33, Leach Avenue, Riverton, is a neglected building.

Description of Building: Foundations and partly built walls of Brick Dwelling.

You are therefore required immediately to put the building or part into such state of repair and good condition as is to the satisfaction of the Council. (The repairs which the Council requires to be done may be obtained from the Shire Clerk.)

If you should fail to comply with the requisitions of this notice (unless the requisitions of this notice are subject of appeal under the provisions of the Local Government Act, 1960) within 35 days of the service of this notice upon you, the Council may apply to a Court of Petty Sessions for an order directing you to do such things as are mentioned in this notice.

Dated this 24th day of January, 1962. NOEL DAWKINS, for the Shire of Canning.

SHIRE OF GNOWANGERUP. Fishing By-laws.

IT is hereby notified that the undermentioned persons have been appointed "Officers" under provisions of the abovementioned by-laws:—

Piacun, George. Ganzer, Leslie Harry. Fitzpatrick, Alfred James. Gaebler, George Edward.

Dated 16th January, 1962.

W. J. CUNEO, Shire Clerk.

SHIRE OF MANJIMUP.

Traffic Inspector.

IT is hereby notified for general information that Mr. John Robert Martin has been appointed a Traffic Inspector for the Shire of Manjimup.

Dated this 12th day of January, 1962.

M. DUNN, Shire Clerk. MT. MAGNET SHIRE COUNCIL.

NOTICE is hereby given that Geoffrey Leon Feddersen, Assistant Shire Clerk, Mt. Magnet Shire Council, has been appointed Assistant Traffic Inspector for the Shire of Mt. Magnet as from the 1st day of January, 1962.

> G. F. JENSEN, President.

TRAFFIC ACT, 1919-1960.

IT is hereby notified for general information that the appointment of Kevin Brambley Lang as Traffic Inspector for the Upper Gascoyne Shire Council has been cancelled.

P. M. BUTLER, Shire Clerk.

LOCAL GOVERNMENT ACT, 1960. Shire of Sandstone. ERRATUM.

IN the memorandum of imposing rates (section 550) published on page 2617 of Government Gazette (No. 74) of the 1st September, 1961, for "Special Areas (Mining) 2d. in the \pounds on unimproved capital value", read "Mining Leases and Mineral Claims 2s. 11d. in the \pounds on annual value."

(Sgd.) R. G. TONKIN, Shire Clerk.

LOCAL GOVERNMENT ACT, 1960. Shire of Moora. Loans.

Department of Local Government, Perth, 25th January, 1962

L.G.D. 795/60. IT is hereby notified for public information that His Excellency the Governor has approved of the installation of septic tanks at the Miling State School and Quarters as a work and undertaking for which money may be borrowed under Part XXVI of the Local Government Act, 1960, by the Moora Shire Council.

GEO. S. LINDSAY, Secretary for Local Government.

FRUIT GROWING INDUSTRY (TRUST FUND) ACT, 1941-1956.

Department of Agriculture, South Perth, 24th January, 1962.

Agric. 1002/56.

I, the undersigned Crawford David Nalder, Minister for Agriculture, in pursuance of subsection (5) of section 17 of the Fruit Growing Industry (Trust Fund) Act, 1941-1956, and in accordance with the recommendation of the Fruit Growing Industry Trust Fund Committee constituted under the said Act, do hereby declare that as from and including the 1st day of February, 1962, and until this notice is subsequently amended or revoked, the rate of the contribution upon which shall be assessed the amount of the contribution which shall be payable by the growers under and in accordance with the said section 17, shall be as follows:—

Apples and Pears: $1\frac{1}{4}d$. per bushel.

Stone Fruits: 1¹/₂d. per bushel and pro rata for cases or lots of three-quarter, one-half bushel or tray contents.

Citrus Fruits (other than lemons used solely for factory purposes): 1d. per bushel.

Lemons used solely for Factory Purposes: $\frac{1}{2}d$. per bushel.

Dated this 24th day of January, 1962.

C. D. NALDER, Minister for Agriculture.

VERMIN ACT, 1918-1960.

Bruce Rock, Narembeen, Kellerberrin, Merredin, Nungarin, Kununoppin-Trayning-Yelbini, Mukinbudin, Koorda and Mt. Marshall Vermin Districts.

NOTICE is hereby given, pursuant to section 102A of the Vermin Act, 1918-1960, that it is proposed to use Sodium Fluoroacetate ("1080") in the vermin districts shown above for the poisoning of rabbits.

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

A person who takes or attempts to take rabbits in the vermin districts shown above after the publication of this notice and before publication of a further notice cancelling this prohibition commits an offence against the Vermin Act, 1918-1960.

Penalty: Maximum of £100.

T. C. DUNNE, Chairman, Agriculture Protection Board.

VERMIN ACT, 1918-1960. Kondinin Vermin District.

NOTICE is hereby given, under section 98 of the Vermin Act, 1918-1960, that all owners or occupiers or owners and occupiers of any holdings either owned, rented or leased within the whole of the vermin district shown in the schedule below shall on the date shown in the said schedule commence the work of destroying rabbits upon such holdings and upon the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the respective appropriate date further shown in the said schedule.

The means to be adopted shall be "free feeding" with unpoisoned baits in well-defined trails for no less than three nights in succession, followed by the laying of poisoned baits. Baits to be comprised of oats or apples with "1080" poison.

Schedule.

District; Date of Commencement of Work; Work Carried Out Until.

Kondinin Vermin District; 12th March, 1962, to 9th April, 1962. T. C. DUNNE.

Chairman, Agriculture Protection Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Accepted Tenders

Schedule No.	Contractor	Particulars	Department Concerned	Rate
750A, 1961		Supply of Boiler House Instrumentation,	P.W.D.	
	Bell's Asbestos & En- gineering Aust. Ltd.	as follows :		Details on application
	Flower, Davies & John- son Ltd.	Items 7, 8 and 9		do. do.
901A, 1961	Arcus Metal Products Ltd.	Supply of Refrigerators, as follows :	P.W.D.	£418
	Luci.	Item 1 Item 2	···· ··· ···	£235
		T: a		£98 each
				£125 each
840A, 1961	Teletronie Industries	Supply of X-Ray Light Beam Diaphragms, as follows :	 Medical	±125 each
		Item 1 (a)		£38 15s. each
		Item 1 (b)		£38 15s. each
		Item 1 (c)		£38 15s. each
958A, 1961	Doyle's Disposals	Purchase and Removal of Surplus Ma-	G.S	Details on application
	J. Krasnostein & Co. Pty. Ltd. W. Nuttall	terials		
941A, 1961	D. E. Plint	Purchase and Removal of Nissen Hut, as per Item 1 Item 2all tenders declined.	M.W.S	£56
946A, 1961	H. R. Young	Purchase and Removal of International 5 ton Tip Truck (WAG 4331), at Wyud- ham	P.W.D	£256
975A, 1961	W. E. Dye	Purchase and Removal of Ford Thames Table Top Truck (WAG 3609) (Engine No. 500E11798)	do	£137
952A, 1961	J. Krasnostein & Co. Pty. Ltd.	Purchase and Removal of Unused Steel Joists, as follows :	W.A.G.R.	
	2	Item 1		£139 9s. 9d.
		Item 2		£76 14s. 6d.
		Item 3		£61 10s.
936A, 1961	Coventry Motor Re- placements Soltoggio Bros. V. Wood	Purchase and Removal of Motor Cycle and Motor Vehicles, Spare Parts	P.W.D	Details on application
880A, 1961	Alma Engineering Pty. Ltd.	Addition to Contract Supply of 20 only 400 gallon Water Tanks, as per Item 3 (c)	M.R.D	£49 each

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WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD-continued.

ders f	for (Jovernment	Supplies
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Date of Advertising	Schedule No.	Supplies Required		
1961			1962	
Dec. 1 1962	911A, 1961*†	Star Delta Transformer	Feb. 1	
Jan. 9	6A, 1962	40 ft. Steel Harbour Works Launch	Feb. 1	
Jan. 12	15Å, 1962	Firewood to No. 7 Pumping Station	Feb. 1	
Jan. 19	22A, 1962	Secondhand Piano	Feb. 1	
Jan. 19	31A, 1962	Piano and Piano Stool	Feb. 1	
Jan. 26	38A, 1962	Firewood for Freinautle Public Hospital	Feb. 1	
Jan. 26	53A, 1962	Electric Minute Impulse Clock System for Supreme Court, Perth	Feb. 1	
Jan. 5	101, 1962	Oils and Greases, 1962	Ext. to	
1961	,		Feb. 8	
Dec. 15	971A, 1961*†	132 K.V. 2500 M.V.A. Switchgear. (Documents chargeable at £1 1s. for first		
1962		issue and 5s. 3d. for each subsequent issue)	Feb. 8	
Jan. 26	3 4 A , 1962	Poultry and Rabbits	Feb. 8	
Jan. 26	3 9A, 1962	Electric Radiators	Feb. 8	
Jan. 26	41A, 1962	3 only Petrol-driven 7 ton Cab and Chassis Truck	Feb. 8	
Jan. 26	46A, 1962	Piles, Jarrah, for Busselton Jetty	Feb. 8	
Jan. 26	47A, 1962	M.S. Fittings for 54 in. Serpentine Trunk Main	Feb. 8	
Jan. 26	54A, 1962	2 only 50 K.V.A. Transformers for Derby	Feb. 8	
Jan. 26	55A, 1962	M.S. Fittings for 42 in. Outlet Main, Bold Park Reservoir	Feb. 8	
Jan. 19	30A, 1962	Water Meters for P.W.D., 1962	Feb. 15	
Jan. 26	36A, 1962	Lathe and Tool Post Grinder	Feb. 15	
Jan. 26	42A, 1962	Firewood to No. 6 Pumping Station, Ghooli	Feb. 15	
Jan. 12	8A, 1962	Switch House Fire Protection Installation for Cannington Switching Station.	100. 10	
	011, 1002	Documents chargeable at £1 ls. first issue and 5s. 3d. each subsequent issue	Feb. 22	
Jan. 19	27A, 1962†	Looppotizzo Tranco	Feb. 22	
Jan. 26	37A, 1962*†	Steel Deiley Timber	Feb. 22	
50m. 20			100. <u>44</u>	

* 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, C1.

C/o The Manager, W.A. Government Tourist Bureau, 22 Martin Place, Sydney. Agent General for W.A.—

115 The Strand, London, W.C. 2.

For Sale by Tender

Date of Advertising	Schedule No.		For Sale		Date of Closing	
1962					1962	
Jan. 19	23A, 1962		1957 Holden Utility (WAG 4679)	Feb.	1	
Jan. 19	25A, 1962		Ford 4 x 4 3-ton Truck (WAG 1852)	Feb.	1	
Jan. 19	26A, 1962		Secondhand Motor Vehicles and 1954 Ferguson Tractor (1957 Bedford Truck, 1956 S.W.B. Land Rover, 2 only 1955 LC5 30 cwt. Morris F.T., 1958 1 ton Willys Jeep, 1956 1 ton Willys Jeep, 1955 3 ton Austin Tip Truck, 1955 5 ton Bedford Flat Top, 1955 A40 Countryman, 1952 30 cwt. Bedford F.T.,			
		ĺ	1950 5T Bedford and 1956 Vanguard Utility)	Feb.	1	
Jan. 19	28A, 1962		1953 Bedford 30 cwt. Truck (WAG 744)	Feb.	.1	
Jan. 19	29A, 1962		Secondhand Motor Cycles	Feb.	1	
Jan. 22	40A, 1962		Secondhand Batteries, Scrap Aluminium, Zinc, Copper and Used Tyres	Feb.	1	
Jan. 19	32A, 1962		Scrap Rails and Steel	Feb.	8	
Jan. 26	33A, 1962		Puniping Outfit (MRD 442)	Feb.	8	
Jan. 26	35A, 1962		1955 Land Rover (WAG 3817)	Feb.	8	
Jan. 26	43A, 1962		Scrap Timber ex Busselton Jetty	Feb.	š	
Jan. 26	44A, 1962		Surplus Stock-Vehicle Parts, etc.	Feb.	8	
Jan. 26	454 1000		Surplus Stock—Electrical	Feb.	8	
Jan. 26	48A, 1962		Scrap Metal (Bunbury and Roelands)	Feb.	8	
Jan. 26	401 1000		Surplus Plant (Bunbury and Roelands)	Feb.	8	
Jan. 26	~01 1000		Malcolm Moore Grader (MR 90)	Feb.	8	
Jan. 26	51A, 1961		Por 11 in Contribucal Dump (MPD 450)	Feb.	8	
Jan. 26	52A, 1962		Consolidated Pneumatic (CP 168) Air Compressor (PW 53)	Feb.	8	

Tenders addressed to the Chairman, Government Tender Board, 74 Murray Street, Perth, will be received for the abovementioned 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.

Registrar General's Office, Perth, 22nd January, 1962.

R.G. 241/62

IT is hereby published, for general information, in accordance with section 24 of the Registration of Births, Deaths and Marriages Act, 1894-1956, that the undermentioned Ministers of Religion are on this date duly registered in this Office for the Celebration of Marriages throughout the State of Western Australia.

E. J. BROWNFIELD. Registrar General.

Name and Designation ; Residence ; Registry District.

CHURCH OF ENGLAND.

(Diocese of Perth.)

- Abraham, Rev. John Challis Harford, B.A.; Anglican Rectory, Wongan Hills; Northam. Adams, Rev. William; The Rectory, Morawa; Geraldton.
- Albany, Rev. Edric George; 26 Arthur Street, Subiaco; Perth.
- Allton, Rev. Derek Roland, Th.L.; Three Springs; Moora. Arblaster, Rev. Canon Geoffrey, Th.L.; 27 Headingley
- Road, Kalanunda; Canning. Armstrong, Rev. Fred Carlisle, Th.L.; The Rectory, Dorothy Street, Gosnells; Canning.
- Atkins, Rev. Paul Hardy, M.A.; The Rectory, Beverley; York.
- Bastian, Rev. Warwick Shaw, Th.L.; The Deanery, St. George's Terrace, Perth; Perth.
 Bateman, Rev. Alexander Wesley, Th.L.; St. Mary's Rectory, Viveash Road, Middle Swan; Swan.
 Bazely, Rev. Dennis Rupert, L.Th.; 145 Loudon Street, Mathematical Houthous, Dertherman, 1997.
- Bazery, Rev. Dennis Rupert, Lill.; 140 London Street, Mt. Hawthorn; Perth.
 Bazely, Rev. Frank Dennis Martin; 97 Marmion Street, Mosman Park; Perth.
 Bell, Very Rev. John, M.M.; Stone Crescent, Darlington;
- Swan
- Bennett, Rev. Edwin James, Th.L.; St. Peter's Rectory,
- Bennett, Rev. Bawm James, In.L.; St. Feter's Rectory, Bruce Rock; Merredin. Bennetts, Rev. William Rawling, B.A., B.Sc., Dip.Ed.; 29 Hardy Street, Hollywood; Perth. Best, Rev. Sydney Harold John, Th.L.; St. Margaret's Rectory, Tyrell Street, Nedlands; Perth. Beynon, Rev. Edward Leslie, B.A.; The Rectory, 50 Bristol Avenue, Bicton; Fremantle. Blain, Rev. Alexander Francis John B A : 42 Alexander
- Blain, Rev. Alexander Francis John, B.A.; 42 Alexander Bain, Rev. Alexander Francis John, B.A.; 42 Alexander Road, Dalkeith; Perth.
 Bolt, Rev. Anthony Laurence, B.A.; The Rectory, Jull Street, Armadale; Cauning.
 Booty, Rev. Jack Grattan; 47 Leach Street, Marmion;
- Perth.
- Bothamley, The Venerable Archdeacon Leonard, L.Th.; St. John's Rectory, 9 Wellington Street, Northam; Northam.
- Norman.
 Bowyer, Rev. John Breedon; 245 Cambridge Street, Wembley; Perth.
 Brown, Rev. Canon James Lynwood; The Rectory, 60
 Napier Street, East Claremont; Perth.
- Bush, Rev. Frederick George ; 15 Franklin Street, Swan-
- bourne; Perth. Carr, Rev. Frank; The Rectory, 77 Archibald Street, Willagee; Fremantle. Chetwynd, Rev. Christopher Waller, B.A.; Flying Angel
- Missions to Seamen, Fremantle; Fremantle, Churchill, Rev. Walter Bowen; Auglican Farm School,
- Stoneville; Swan. Coleman, Rev. Basil Denis Odell, M.A.; 167 Manning
- Road, Manning; Perth. Copeland, Rev. Peter John; 6 Victoria Street, South
- Perth; Perth. Cracknell, Rev. Albert Samuel, Th.L.; 11 Elvire Street,
- Waterman's Bay; Perth. Cranswick, Rev. Richard Bruce; The Rectory, Mann Street, Mundaring; Swan. Craven, Rev. Joseph; 97 Sasse Avenue, Mt. Hawthorn;
- Perth. Currie, Rev. Thomas Eric, Th.L.; 87 Shenton Road,
- Swanbourne; Perth. Davies, Rev. Ronald Owen, Th.L.; The Rectory, Dal-
- wallin; Hora.
 Davis, Rev. Russell Earls, Ll.B., Th.L.; 51 Cromarty Road, Floreat Park; Perth.
 Eccleston, Rev. Frederick Ernest, B.A.; 35 Hinderwell
- Street, Scarborough; Perth.
- Elliott, Rev. Frank Edmund, Th.L.; 43 Boronia Avenue,
- Nedlands; Perth. Elliott, Rev. John Stoddart, Th.L.; R.A.A.F. Base, Pearce; Swan.

- Name and Designation ; Residence ; Registry District. Elsey, Rt. Rev. William Edward, D.D., M.A.; 1a Long-
- royd Street, Mount Lawley; Perth. Evans, Rev. Leslie John, B.A.; St. Aidan's Rectory, 5 Camberwell Street, East Victoria Park; Perth. Eyers, Rev. Father Frederick Thomas, S.S.M., Th.L.;
- Society of The Sacred Mission, Walcott Street, Mt. Lawley; Perth.
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 Hart, Rev. Archibald Clifford; The Rectory, Kellerberrin;
- Merredin. Hayles, Rev. Geoffrey Edwin, Th.L.; Cunderdin; Northam. The Rectory,
- Haynes, Rev. Father James Dalrymple Mark, S.S.M., Th.L.;
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- Hodgson, Rev. Cecil Mervyn ; The Rectory, Narembeen ; Merredin.
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- Jaquet, Rev. Canon Ernest Godfrey, M.A.; "Edgewater," Mt. Pleasant ; Freinantle. Johnson, Rev. George Victor; The Rectory, Kelmscott;
- Canning. King, Rev. Ernest Cuthbert, B.A.; 102 Vincent Street, Mt. Lawley; Perth. Kingston, Rev. George, B.A.; The Rectory, Rockingham;
- Fremantle.
- Fremante.
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- Mann, Rev. Frank Leshe ; St. Alban's Rectory, Lincoln
- Street, Highgate; Perth. Miley, Rev. Reginald John Austin; 147 Treasure Road, Queen's Park; Canning.
- Mills, Rev. Ernest Wilfrid ; 5 Manning Avenue, Gosnells ; Canning.
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Name and Designation ; Residence ; Registry District.

- McGuiness, Rev. Hughie; St. Christopher's House, Northam; Northan. McKenzie, Rev. Malcolm, B.A.; The Deanery, St. George's
- MCRENZIE, KEV. Malcohn, B.A.; The Deanery, St. George's Terrace, Perth; Perth.
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- Perth.
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 - CHURCH OF ENGLAND
 - (Diocese of Bunbury.)
- Albany, The Ven. John Brian, A.L.C.D. ; The Rectory, Narroy in Williams. Arrantash, Rev. Reginald Thomas, R.D.; The Rectory,
- Albany; Plantagenet.
- Brenton-Coward, Rev. Peter Edward Jackson; 7 Bay View Street, Busselton; Sussex. Bromilow, The Ven. John Joseph Maurice, Th.L.; The
- Bronnow, the Ven. John Joseph Mannee, 11.1.; The Rectory, Pinjarra; Murray.
 Burbidge, Rev. Canon Edward Hnniphrey, M.A.; The Rectory, Mandurah; Murray.
 Cheek, Rev. Raymond Sydney; The Rectory, Albany;
- Plantagenet.
- Cook, Rev. Canon Robert John, A.K.C.; The Rectory, Harvey; Wellington.
 Copland, Rev. William Samuel, B.Sc., R.D.; The Rectory,
- Brunswick Junction ; Wellington.

- Name and Designation ; Residence ; Registry District.
- Davies, Rev. Donglas Puckle, S.S.M.; The Rectory,
- Guowangerup; Plantagenet.
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- Hardy, Rev. Bertrain Frank ; The Rectory, Kojonup ;
- Katanniug. Hart, Rev. Frederick ; The Rectory, Bridgetown ; Black-
- wood. Hawkins, Rt. Rev. Ralph Gordon, L.Th., B.A., Th.D.;
- Hawkins, Rt. Kev. Ralph Gordon, L.In., B.A., Th.D.; Bishop's Court, Binbury; Wellington.
 Henn, Rev. Wilfrid Elliott, M.A.; The Rectory, Katanning;
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- Polgen, Captain Alan; The Rectory, Narrogin; Williams. Purcell, Rev. Stanley Thomas, A.K.C.; The Rectory,
- Furcell, Kev. Stanley Thomas, A.K.C.; The Rectory, Denmark; Plantagenet.
 Redway, Rev. John Alfred George, B.E.; The Rectory, Boyanup; Wellington.
 Robinson, Rev. Peter Stanley, M.A., B.D.; The Rectory, Boyup Brook; Blackwood.
 Scanmell, Rev. Mark Wilfrid; The Rectory, Pemberton; Blackwood.
 Sefton Rev. Thomas, All.

- Sefton, Rev. Thomas Albert; The Rectory, Wagin; Katanning. Sommer, Ven. Archdeacon Bertram Leonard; 7 Cross
- Sommer, Ven. Architector Dertain Leonard, Construction Street, Bunbury; Wellington.
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 Tredwell, Rev. Canon James Jeffery, Th.L.; The Rectory,
- Busselton, ; Sussex. Underhill, Rev. Cecil Howard ; The Rectory, Williams ;
- Williams.
- Vaughan, Rev. John ; The Rectory, Pingelly ; Williams. Whent, Rev. Leonard George, R.D. ; The Rectory, Cran-brook ; Plantagenet. Whittle Rev. Alan, R.D. A.K.C. All State 77
- Whittle, Rev. Alan, B.D., A.K.C.; All Saints Rectory, 58 Venn Street, Collie; Wellington.

CHURCH OF ENGLAND.

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- (Diocese of Kalgoorlie.)
 Apthorp, Rev. Arthur Norman, M.A.; St. Matthew's Rectory, Moran Street, Boulder; East Coolgardie.
 Bryant, Rev. Denis William, D.F.C.; St. Andrew's Rectory, Esperance; Dundas.
 Greaves, Rev. Arthur Roy Hurst, B.A.; Christ Church Rectory, Southern Cross; Merredin.
 Kenp, Rev. Allan James, B.A.; St. John's Rectory, 17 Dugan Street, Kalgoorlie; East Coolgardie.
 Muschamp, Rt. Rev. Cecil Emerson Barron, M.A., Th.L.; Bishopsbonrne, Kalgoorlie; East Coolgardie.
 Myhill-Taylor, Rev. Frederic Henry; St. John's Cath-edral, Kalgoorlie; East Coolgardie.
 Todd, Rev. Roy Charles; Norseman; Dundas.

CHURCH OF ENGLAND.

(Diocese of North-West Australia.)

- Doncaster, Rev. Edward William; St. George's Rectory, Bluff Point; Geraldton.
 Frewer, Rt. Rev. John, Th.Soc.; Bishop's House, Broome; Broome.
- Legg, Rev. Joint Andrew Donglas, M.A.; The Rectory, Northampton; Geraldton.
- Miles, Rev. James; Cathedral Avenue, Geraldton; Geraldton.
- Williams, Rev. Arthur Edward ; The Rectory, Mt. Mag-net ; Murchison. Wilson, Rev. Leslie Rule ; Christ Church Rectory, Cathe-
- dral Avenue, Geraldton; Geraldton.

ROMAN CATHOLIC.

(Archdiocese of Perth.)

- Ahern, Rev. Patrick Joseph ; The Presbytery, 43 Camber-
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Binkowski, Rev. Bronislaw; 75 Kalamunda Road, Kalanunda ; Canning. Bourke, Rt. Rev. Monsignor James Edward Thomas ;

- The Presbytery, 43 Lochee Street, Mosman Park; Perth.
- Boylan, Rev. James, P.P.; The Presbytery, 73 Harrison Street, Rockingham; Fremantle.
- Street, Nockingham; Fremanne.
 Boyle, Rev. Patrick Joseph, O.S.M.; Servite Priory, 15 Mile, Wanneroo; Perth.
 Boylen, Very Rev. John Rolland, S.J.; St. Thomas More College, Crawley; Perth.
 Brennan, Rev. Harry Francis, L.Ph., S.T.L., P.P.; The Presbytery, Wright Street, Cloverdale; Perth.
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- ley; Perth.
 Brown, Rev. Francis Xavier; The Priory, 19 Phillip's Grove, North Doubleview; Perth.
 Browne, Rev. William, P.P.; 24 Hamilton Street, Bas-
- Browne, Rev. William, P.P.; 24 Hamilton Street, Bassendean; Perth.
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 Busby, Rev. Bruce James, S.M.; 11 Hehir Street, Belmont; Destrict Street, Belmont; Belmont; Destrict Street, Belmont; Belmont;
- Perth.
- Byrne, Rev. Michael Francis, P.P.; Catholic Presbytery, 44 Princep Street, Norseman; Dundas. Byrne, Rev. Thomas Henry; 84 Keightley Road, Shenton Park; Porth.
- Cagney, Very Rev. William John, O.M.I. ; Lourdes Monastery, Lesmurdie; Cauning Carmody, Rev. Patrick Joseph, P.P.; The Presbytery,
- Jarman Avenue, Manuing; Perth.
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- Cassano, Rev. Henry; 2 Fraser Street, Swanbourne;
- Perth.

- Perth.
 Channey, Rev. John Philip, B.A.; The Presbytery, 99 Scarborough Beach Road, Scarborough; Perth.
 Chokolich, Rev. John Roc, P.P.; The Presbytery, Stirling Terrace, Toodyay; Northam.
 Clery, Rev. William John, P.P.; The Presbytery, Lion Street, Carlisle; Perth.
 Coakley, Rev. John James, O.M.I.; St. Patrick's Presby-tery, Adelaide Street, Fremantle; Fremantle.
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- Frankim Street, Leedervine; Perth.
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- Diviney, Rev. Martin Gerard; Catholic Presbytery, Southern Cross; Merredin.
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- danna; Perth. The Presbytery, 50 Vincent
- Dowling, Rev. James; The Street, Mt. Lawley; Perth.
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 Dzieciol, Very Rev. Monsignor Witold; Cloutarf Boys' Home, Cloutarf; Canning.
 Eivers, Rev. Laurence; The Catholic Presbytery, Corrigin; Witingan
- Williams.
- Williams.
 Farrelly, Rev. Philip, P.P.; Catholic Presbytery, Beverley; York.
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- 36 Churchill Avenue, Mandurah ; Murray.

Name and Designation ; Residence ; Registry District.

- Gaine, Rev. Thomas Columba; The Presbytery, 15 Porter Street, Kalgoorlie; East Coolgardie.
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- Globan, Rev. Lorenz George; The Presbytery, Hilsden
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- Perth.
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- 46 Thomas Street, Nedlands; Perth.
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- Minins, Rev. James; chr. Marmion Street and Notar Dake Road, Alfred Cove; Fremautle.
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- Chaplain's Residence, Good McCudden, Rev. Peter; Shepherd Convent, West Leederville ; Perth.
- McFall, Rev. Thomas; The Redemptorist Monastery, North Perth; Perth.
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Name and Designation ; Residence ; Registry District.

McKeon, Very Rev. Monsignor Myles; 162 Aberdeen

- Street, South Perth; Perth. McMahon, Rt. Rev. Monsiguor John Thomas, M.A., Ph.D., H.Dip.Ed., P.P.; The Presbytery, Forrest Street, South Perth; Perth.
- McNamara, Rev. Jeremiah Lawrence ; The Presbytery.
- McNamara, Kev. Jeremiah Lawrence; The Presbytery, George Street, Pinjarra; Murray.
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- Perth.
- Nolan, Rev. John ; 37 Davies Crescent, Kalamunda ; Canning.
- Canning.
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- Fremantle.
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- O'Dwyer, Rev. John Joseph, P.P.; The Presbytery, South Avenue, Merredin; Merredin.
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- Canning. O'Flaherty, Rev. Michael, P.P.; The Presbytery, Meeka-tharra; Murchison.
- tharra; Murchison.
 O'Kane, Rev. Thomas Michael, P.P.; The Presbytery, Coolgardie Street, Mundaring; Swan.
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 O'Mara, Rev. Patrick Peter; St. Mary's Cathedral, Viotoria Suvara Parth : Parth
- Victoria Square, Pertli ; Perth. O'Meara, Rev. Aidan Michael, O.F.M. ; 53 Great Northern
- Highway, Midland ; Swan.
- Highway, Midland; Swan.
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 O'Reilly, Very Rev. Peter, C.R.P.; The Catholic Presbytery, York; York.
 O'Reilly, Rev. Ross Joseph, P.P.; The Catholic Presbytery, Cunderdin; Northam.
 O'Shea, Rev. John; 19 Queen Victoria Street, Fremantle; Fremantle

- Fremantle.
- O'Sullivan, Rev. Dermot, O.D.C.; Carmelite Priory, Wellington Road, Morley Park; Perth. O'Sullivan, Rev. John Vincent; The Presbytery, 93 Wood
- Street, Bedford Park ; Perth.

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- 53 Great Northern Highway, Midland ; Swan, Quinn, Rev. Peter, D.C.L., S.T.L. ; St. Mary's Cathedral,

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 Regan, Rev. Francis, P.P.; 38 Gladstone Road, Rivervale; Perth.
 Rcynolds, Rev. John, C.R.P.; The Catholic Presbytery, York; York.
 Rogers, Rev. Ernest Edward, B.Ph.; 14 Kenwick Road, Kenwich, Coupling Kenwick ; Canning.
- Russell, Rev. John Laurence, P.P.; The Presbytery, 35 Crowther Street, Bayswater; Perth.
- Russell, Rev. Joseph Francis; 4 Foss Street, Palmyra; Fremantle.
- Ryan, Rev. Francis Tully, P.P.; The Presbytery, 172 Central Avenue, Inglewood ; Perth.
- Ryan, Rev. John, O.M.I.; Lourdes Monastery, Les-murdie; Canning.
- Ryan, Rev. John Vincent, S.M.; The Presbytery, 11 Hehir Street, Belmout; Perth.
- Ryan, Rev. Michael Bernard, P.P.; The Presbytery, Heggarty Street, Quairading ; York.

- Name and Designation ; Residence ; Registry District.
- Schembri, Rev. Francis Xavier, S.S.P.; The Presbytery, 2 Fraser Street, Swanbourne; Perth.
 Sicbert, Rev. Vincent de Paul, O.M.I.; 61 Lefroy Road,
- Beaconsfield, Fremantle.

- Beaconsfield, Fremantle.
 Sorahan, Rev. Sean, P.P.; The Presbytery, Bedford Street, Kellerberrin; Northam.
 Stinson, Rev. Cyril Charles, P.P.; 120 Waterloo Street, Tuart Hill; Perth.
 Sullivan, Rt. Rev. Monsignor Edmund, D.D., D.Ph., R.I.; St. Brigid's Presbytery, 211 Aberdeen Street, West Perth; Pertb.
 Tonnich, Rev. Thomas Victor; The Presbytery, 120 Waterloo Street, Tuart Hill; Perth.
 Toop, Rev. Maurice John; The Presbytery, 50 Vincent Street. Mt. Lawley : Perth.
- Street, Mt. Lawley; Perth.
- Street, Mt. Lawey, Fern.
 Tory, Rev. Charles Henry; The Presbytery, 15 Porter Street, Kalgoorlie; East Coolgardie.
 Vygen, Rev. Renier Hubert Maria, C.S.S.R.; Redenip-torist Monastery, 190 Vincent Street, North Perth; Perth

- Perth.
 Wallace, Rt. Rev. Monsignor John, B.Sc.; Home of Good Shepherd, Ruislip Street, Leederville; Perth.
 Walsh, Rev. Henry Finbarr; St. Mary's Cathedral, Vic-toria Square, Perth; Perth.
 Waters, Very Rev. Peter, O.F.M., P.P.; Franciscan Friary, 53 Great Northern Highway, Midland; Swan.
 Wellems, Rev. Anthony, S.C.A.; St. Francis Xavier's, Wandering : Williams.
- Waldering; Williams. Whitely, Rev. Barry Heston; The Presbytery, 43 Moran Street, Boulder; East Coolgardie.

ROMAN CATHOLIC

(Diocese of Bunbury.)

- Adderley, Rev. Bertram Richard, Ph.D.; St. Patrick's
- Cathedral, Bunbury; Wellington. Brennan, Rev. Martin; Catholic Presbytery, Warooua; Murray.
- Brown, Rev. Crispin Michael, O.F.M.; Catholic Presbytery, Collie; Wellington.
 Casey, Rev. Cornelius; Catholic Presbytery, Pemberton; Blackwood.
 Costelloe, Rev. William; Catholic Presbytery, Robinson
- Avenue, Boyup Brook ; Blackwood.
- Crocetti, Rev. Gaetano; St. Patrick's Cathedral, Bun-bury; Wellington. Cryan, Rev. Patrick; Catholic Presbytery, Manjimup;
- Blackwood.
- Cullen, Rev. Victor, O.F.M.; Catholic Presbytery, Collie; Wellington.
- Cunningham, Rt. Rev. Charles William, M.B.E.; Catholic Presbytery, Aberdeen Street, Albany; Plantagenet. Downcy, Rt. Rev. Daniel; Catholic Presbytery, Narrogin;
- Williams. Dwyer, Rev. Walter Bernard; Catholic Presbytery,
- Narrogin ; Williams. Fitzgerald, Rev. John ; Catholic Presbytery, Tambellup ;
- Plantagenet. Fitzgerald, Rev. Michael; Catholic Presbytery, Lake Grace; Katanning.
 Fitzsimons, Rev. Noel James; Catholic Presbytery,
- Albany ; Plantagenet.
- Aloany; Plantagenet.
 Giles, Rt. Rev. Maurice Alphonsus, Ph.D.; St. Patrick's Cathedral, Bunbury; Wellington.
 Clover, Rev. William Kevin; Catholic Presbytery, Esperance; Dundas.
 Goody, Most Rev. Launcelot John, Ph.D., D.D.; St. Patrick's Cathedral, Bunbury; Wellington.
 Hawe, Rev. Stephen; The Presbytery, Pemberton; Blackwood
- Blackwood.
- Holohan, Very Rev. Michael Kevin ; Catholic Presbytery,
- Manjimup; Blackwood.
 Johnston, Rev. Kevin; St. Patrick's Cathedral, Bunbury; Wellington.
 Kelly, Rev. Hubert Joseph; Catholic Presbytery, Kojon-up; Katanning.
 Kenny, Rev. Edward; Catholic Presbytery, Bridgetown; Blackwood Blackwood.
- Magni, Rev. Philip ; Catholic Presbytery, Harvey ; Wellington.
- Mammi, Rev. Luigi; Ca Junction; Welhington. Catholic Presbytery, Brunswick
- McCarthy, Rev. James Michael; Catholic Presbytery, Mt. Barker ; Plantagenet.
- McGrath, Rev. John Joseph ; Catholic Presbytery, Margarct River ; Sussex.
- McSweeney, Rev. Edmund ; Catholic Presbytery, Katanning; Katauning.
- McSweency, Rev. Janies Joseph ; St. Patrick's Cathedral, Bunbury ; Wellington.

Name and Designation; Residence; Registry District.

Nette, Very Rev. Felix, O.F.M.; Catholic Presbytery, Collie; Wellington. Collie ; Wellington. Newbold, Rev. Thomas Martin Parker ; Catholic Pres-

Newbold, Rev. Thomas Martin Parker; Catholic Pres-bytery, Denmark; Plantagenet. O'Mahony, Very Rev. John Joseph; Catholic Presbytery, Dardanup; Wellington. O'Neill, Rev. Thomas; Catholic Church, Gnowangerup;

Plantagenet. Catholic Presbytery.

Philbin, Rev. Michael Joseph; Wagin; Katanning. Rooney, Rev. Patrick; Catholi Plantagenet. Catholic Presbytery, Albany;

Tuohy, Rev. Philip; Catholic Presbytery, Nannup;

Blackwood.

Walsh, Rev. John; Catholic Presbytery, Donnybrook; Wellington.

ROMAN CATHOLIC.

(Diocese of Geraldton.)

Barden, Rev. John Anthony, S.T.L.; Bishop Cathedral Avenue, Geraldton; Geraldton. Bishop's House,

Cathedral Avenue, Geraldon; Geraldon. Bryan, Rt. Rev. Monsignor Edward, B.D., P.P.; Presbytery, Morawa; Geraldton. Dowglass, Rev. Robert Prideaux; Bishop's H Cathedral Avenue, Geraldton; Geraldton. The

Presbytery, Morawa; Geraldton.
Dowglass, Rev. Robert Prideaux; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.
Fitzgerald, Rev. Paul Anthony; Catholic Presbytery, Mingenew; Geraldton.
Fitzgerald, Rev. Thomas Francis, P.P.; Catholic Pres-bytery, Mt. Magnet; Murchison.
Gummer, Most Rev. Alfred Joseph, D.D.; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.
Irwin, Rt. Rev. Monsignor James, V.G., P.P.; The Pres-bytery, Northampton; Geraldton.
Kloss, Rev. Joachim Joseph, S.T.L.; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.
Lynch, Very Rev. Dean Michael, S.T.L., P.P.; The Presbytery, Mullewa; Geraldton.
Middleton, Rev. Harold Desmond, P.P.; Wittenoom Roebourne.

Rochourne. Moffatt, Rev. Michael Joseph, P.P.; Three Springs;

Moora. Molony, Rev. Brendan John ; Bishop's House, Cathedral

Avenue, Geraldton; Geraldton.
McKay, Venerable Archdeacon John Gough, P.P.; The Presbytery, Carnarvon; Gascoyne.
O'Connor, Rt. Rev. Monsignor Owen; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.

O'Flaherty, Rev. Michael, P.P.; The Presbytery, Meeka-

O'Fanerty, Rev. Michael, P.P.; The Fresbytery, Meeka-tharra; Murchison.
O'Sullivan, Rev. John Finbarr, P.P.; The Presbytery, Port Hedland; Port Hedland.
Spain, Very Rev. Keith Francis, S.T.L., P.P.; Dominican Priory, Dongara; Geraldton.
Tobin, Rev. Noel James, P.P.; The Presbytery, Leonora;

Mt. Margaret.

Wehrmaker, Rev. Edmund, S.C.A.; Pallottine Mission, Tardun; Geraldton.

ROMAN CATHOLIC.

(Vicariate of Kimberley.)

Boes, Rev. Karl Herman, S.A.C.; Wyndham; East

- Boes, Rev. Karl Herman, S.A.C.; Wyndham; East Kimberley.
 Butscher, Rev. Joseph; Derby; West Kimberley.
 Dehe, Rev. Nicholas; Broome; Broome.
 Jobst, Most Rev. John, S.A.C.; Broome; Broome.
 Kearney, Rev. Joseph Aloysius; Beagle Bay Mission, via Broome; Broome.
 Kriener, Rev. Werner, S.A.C.; Lombardina Mission, via Broome; Broome.
 Murray, Rev. Brian Thomas, S.A.C.; Catholic Presbytery, Broome.

Broome; Broome.

- Broome, Broome.
 McGuire, Rev. John, S.A.C.; Pallottine Mission, Balgo, via Derby; Kimberley Goldfields.
 McKelson, Rev. Keviu, S.A.C.; La Grange Mission, via Broome; Broome.
 Peile, Rev. Anthony Rex; Catholic Presbytery, Derby; Waster Kimberley.

West Kimberley.

ROMAN CATHOLIC.

(Abbey "Nullius" of New Norcia.)

- Bruce, Rev. Justin, O.S.B.; St. Mary's Orphanage, New
- Norcia; Moora. Cameron, Rt. Rev. Monsignor James McEachern, V.F.; The Presbytery, Moora; Moora.
- Cave, Rev. Michael, O.S.B.; Benedictine Abbey, New Norcia; Moora. Garbayo, Rev. Peter, O.S.B.; Benedictine Abbey, New Norcia; Moora.
- Gomez, Very Rev. Boniface, O.S.B., V.G.; New Norcia;

Moora.

Name and Designation ; Residence ; Registry District.

- Hernandez, Rev. Theodore, O.S.B.; New Norcia; Moora. Hynes, Rev. Reginald; The Presbytery, Wyalkatchem; Northam.
- McBride, Rev. Brian; Catholic Church, Miling; Moora. Noseda, Rev. Basil, O.S.B.; Benedictine Abbey, New Norcia; Moora.
- O'Halloran, Rev. Edward ; 'The Presbytery, Goomalling ; Northam.

- Northam. Ros, Rev. Helladius, O.S.B.; New Norcia; Moora. Ros, Rev. Helladius, O.S.B.; Catholic Presbytery, Wongan Hills; Northam. Ruiz, Rev. Isidore, O.S.B.; New Norcia; Moora. Rutherford, Rev. Herbert; Bencubbin; Northam. Saenz, Rev. Wilfred, O.S.B.; New Norcia; Moora. Sanz, Rev. Seraphim, O.S.B.; Kalumburu Mission, via Wyndham; East Kimberley. Sesma, Rev. Placid, O.S.B.; The Presbytery, Trayning; Merredin.
- Merredin.
- Smith, Rev. James; Catholic Presbytery, Dalwallinu; Moora.

THE METHODIST CHURCH OF AUSTRALIA. (Western Australia Conference.)

- Augus, Rev. Robert Barry, B.A., B.D.; Methodist Manse, Mt. Barker ; Plantagenet.
- Mt. Barker; Plantagenet.
 Bensley, Rev. Ernest George; 70 Holland Street, Fremantle; Fremantle.
 Blackwell, Rev. Thomas; Methodist Manse, Port Hedland; Port Hedland.
 Blyth, Rev. Geoffrey Howard; Ocean Beach Drive, Denmark; Plantagenet.
 Boulter, Rev. Robert; 21 Beaufort Street, Katanning; Katanning;

- Katanning.

Broadbent, Rev. Leonard; Fremantle; Fremantle. 33 Bedford Street, East

Burt, Rev. Thomas; 278 Preston Point Road, Bicton; Fremantle. Canning, Rev. Alfred Charles, L.Th., Dip.Re. ; 318 Bagot

Road, Subiaco; Perth. Caust, Rev. Lloyd Wilson; 31 Keane Street, Geraldton;

Geraldton. Clark, Rev. Percy; 72 Archdeacon Street, Nedlands; Perth.

- Clarke, Rev. Ernest Aldridge, L.Th. ; Mogumber Methodist
- Mission, Mogumber; Swan. Cook, Rev. Thomas; 4 Edwyna Street, Mosman Park;
- Perth. Cooke, Rev. Kenneth Gordon ; Methodist Manse, Pinjarra ;
- Murray. Cramp, Rev. William John; 39 McMillan Street, Victoria Park; Perth.
- Park; Perth.
 Creagh, Rev. Neville George; Methodist Manse, Wongan Hills; Northam.
 Croker, Rev. Stanley Wilson; 125 Parkin Street, Rocking-ham; Fremantle.
 Danger, Rev. Percival Charles; 241 Guildford Road, Bassendean; Perth.
 Daries, Barg Milter Simpson : 121 Shapporton Road Via
- Davies, Rev. Milton Simpson ; 131 Shepperton Road, Victoria Park; Perth.
- Drysdale, Mr. Frank Maxwell; Sewell Street, Kellerberrin;
- Merredin. Farman, Rev. Harry William ; Wesley Manse, 96 Chidlow Street, Northam ; Northam. Fawell, Rev. Walter James ; Methodist Manse, 30 Chifton Street, Collie ; Wellington.
- Franklin, Rev. Eric; Methodist Manse, 52 Morrison Street,
- Midland ; Swan. Giese, Rev. Roland Frank ; Oceanic Drive, Floreat Park ;
- Perth. Gilks, Rev. John Sunter; Methodist Manse, Mullewa;
- Geraldton.
- Goode, Missioner Leslie Patrick; 59 Roberts Road, Car-Methodist
- lisle; Perth. Graubner, Rev. Aribert Wolfgang Winifried; Method Manse, Dampier Street, Bruce Rock; Merredin.
- Green, Rev. Alan Elston, B.Sc., B.D.; 32 Swan Street, South Perth; Perth. Green, Missioner Ernest; Collins Street, Donnybrook;
- Wellington.
- Green, Rev. Joseph, B.A., B.D.; 18 Ventnor Avenue, West Perth; Perth.
 Hadley, Rev. Geoffrey Victor Sowden, B.Ed., B.D.; Methodist Manse, 5 Fifth Street, Merredin; Merredin.
 Hawker, Rev. Roland William; Methodist Manse, 11 Inglis Street Barry Burcher, Blackman, 14 Inglis
- Street, Boyup Brook ; Blackwood.

- Gureet, Boyup Brook; Blackwood.
 Hicks, Rev. Norman; Central Methodist Mission, Murray Street, Perth; Perth.
 Hill, Rev. Walter Reginald, L.Th., B.A.; Methodist Manse, Pingelly; Williams.
 Hillier, Rev. Horace William; Methodist Manse, Quairading; York.

Hodgkins, Rev. Samuel; Methodist Manse, 12 Duke Street, Albauy; Plantagenet.
Hough, Rev. John; Methodist Manse, 133 Angelo Street,

Hough, Rev. John ; Meth South Perth ; Perth.

Howse, Rev. Archibald George, B.A., Dip.Ed.; 48 Golf View Street, Tuart Hill; Perth.
Hull, Rev. Alfred Crookes; 57 Daglish Street, Wembley;

Perth. Hulme, Rev. Neville; Methodist Manse, Norseman;

Dundas. Inwood, Rev. Frederick Charles Norman; 153 Guildford

Road, Maylands; Perth. Jenkins, Rev. George Arthur, B.A., L.Th.; 53 Ellen Street, Fremantle; Fremantle. Jenkins, Rev. Sydney John, E.D.; 33 Holmfirth Street, Mt. Lawley; Perth.

Keir, Rev. James Douglas; Methodist Manse, Johnston Street, Wagin; Katanuing.
King, Rev. Bryan Neville Daniell; 16 King Street, Boulder; East Coolgardie.
Kirby, Rev. Stanley William; Methodist Manse, North-

ampton; Geraldton.

Lambert, Rev. Clifford Thomas; Methodist Manse, 83 Uduc Road, Harvey; Wellington. Lane, Rev. Arthur Richard; Roe Street, Bridgetown; Blackwood.

Diackwood.
Limb, Rev. George Ronald; 10 Banksia Street, Joon-danna; Perth.
Lindley, Rev. Herbert; Rookwood Street, Canning Bridge; Perth.
Lund, Rev. John Charles; 49 Hensman Road, Subiaco; Perth

Perth.

Maley, Rev. Milton Reeves; 57A Carlisle Street, Safety Bay; Fremantle. Mason, Rev. Arthur; 53 Clifton Crescent, Mt. Lawley;

Perth.

Meyer, Rev. Arthur Lewis; 14 Murray Street, Bayswater; Perth. Morrell, Rev. Harley John ; 26 Monk Street, South Perth ;

Perth. Murray, Rev. Alex Dunbar; 131 York Street, Bayswater;

Perth. Musgrove, Rev. Peter Alexander ; 36 Gresham Street,

Victoria Park ; Perth. McCaskill, Rev. Donald Longman ; 327 Stirling Highway,

Claremont; Perth. McNair, Rev. William; 32 Johnston Street, Cottesloe; Perth.

Okely, Rev. Ronald; Methodist Manse, Lake Grace; Katanning.

O'Rourke, Rev. Edward James ; Methodist Manse, 91 James Street, Guildford ; Swan.

Pederick, Rev. Donald William; 47 Falcon Street, Narro-gin; Williams.

Phillipson, Rev. John Roland; 124 Carr Street, West Perth ; Perth.

Rankine, Rev. Allan Glen; Methodist Manse, Poole Street, York; York. Reid, Rev. Roger James; Hodgson Street, Mundaring;

Śwan. Roger, Rev. Ebenezer Brown; 34 Shakespeare Street,

Mt. Hawthorn; Perth.

Saggers, Rev. Sydney Harold Samson, B.A.; 247 St. Brigid's Terrace, Doubleview; Perth. Sampson, Rev. Fred Charles; Methodist Manse, 1453 Albany Highway, Cannington; Canning. Semple, Rev. Leslie Lloyd; 253 Coode Street, South

Perth; Perth. Slater, Rev. Samuel; 91 Archdeacon Street, Nedlands;

Perth.

Ferth.
Smith, Rev. Leon William; Methodist Manse, 4 Benniwith Street, Hilton Park; Fremantle.
Stephenson, Rev. Albert; Wesley Manse, 4 Stirling Street, Bunbury; Wellington.
Sullivan, Rev. Prestage Lucas; Methodist Manse, Goldfeld Bacd Demonsion, Northeam

fields Road, Dowerin; Northam. Sutton, Rev. Ralph Francis; 43 Vincent Street, Ned-lands; Perth.

Tietzel, Rev. Dean ; Methodist Inland Mission, Broome ; Broome.

Vaughan, Rev. James; 32 Clotilde Street, Mt. Lawley; Perth.

Watson, Rev. Harold John; 228 Jersey Street, Wembley; Perth.

Watson, Rev. Neville Henry, L.L.B., B.D.; Methodist Manse, Manjimup; Blackwood.

Watts, Rev. Robert James; Methodist Manse, Moora; Moora.

Webb, Rev. Noel; Methodist Inland Mission, Darlot Street, Meekatharra; Murchison.

(3) - 55004

Name and Designation; Residence; Registry District.

Whittle, Rev. John Frederick ; Methodist Manse, Egeberg

Wiltite, Rev. John Frederick; Methodist Manse, Egeberg Street, Cunderdin; Northam. Wilbrey, Rev. Arthur Reginald, B.A.; Methodist Manse, 43 Egan Street, Kalgoorlie; East Coolgardie. Wilkins, Rev. Sylvester Lawrence; Methodist Manse,

Gnowangerup; Plantagenet. Wilmot, Rev. Frank; 28 Central Road, Kalamunda;

Canning. Wilson, Rev. John Alexander; 90 Todd Avenue, Como;

Perth.

Wise, Rev. Keith ; Methodist Manse, Esperance ; Dundas.

PRESBYTERIAN CHURCH OF AUSTRALIA. (General Assembly of Western Australia.)

Adamson, Rev. James; 40 Olive Street, Subiaco; Perth. Anderson, Rev. John William Foster, M.A.; 8 Grasby Street, Floreat Park; Perth.

Berridge, Rev. John Thomas ; 62 Cleaver Street, Carnar-

von; Gascoyne. Birch, Rev. Ian Keith Falconer, B.A., B.D.; 18 Notting-ham Street, East Victoria Park; Perth.

Boon, Rev. Joseph Frederick ; 31 Furnival Street, Narro-gin ; Williams.

gar ; Winnans. Burtenshaw, Rev. Arthur Edward ; The Manse, 76 Seventh Avenue, Maylands ; Perth. Cameron, Rev. Gilbert, B.A., B.D., M.R.E. ; 42 Highway, Nedlands ; Perth. Diggins, Rev. Trevor Joseph Bernard ; 135 View Terrace, Bioton - Fremantic

Diggins, Rev. 1fevol 5055 particle, 155 and 1, 155 and 1, 155 and 1
Bicton; Fremantle.
Dowding, Rev. Keith McCallum, B.A.; The Manse, 7 Richardson Street, West Perth; Perth.
Gerrard, Rev. Daniel Harper, M.A.; 38 Greenshields Street, Albany; Plantagenet.
Street, Shenton Park,

Gibson, Rev. Thomas; 38 Morgan Street, Shenton Park,

Perth. Hamilton, Mr. Janues Hunter Magill; 65 Morrison Road,

Midland ; Swan. Harris, Rev. John Henry ; 331 Scarborough Beach Road,

Doubleview; Perth. Lang, Rev. John William Stewart; c/o A.I.M. Hospital, Halls Creek; Kimberley Goldfields. Leaue, Mr. Colin James; 25 Marian Street, Leederville;

Perth.

MacKaay, Rev. Christiaan Johannes Pieter; 37 Clotilde Street, Mt. Lawley; Perth.
 Macliver, Rev. Alexander; 317 Bagot Road, Subiaco;

Perth.

Maley, Rev. Leonard George Morice; 132 Egan Street,

Maley, Rev. Leonard George Morice; 132 Egan Street, Kalgoorlie; East Coolgardie.
Muir, Rev. James Aitken; Scotch College, Shenton Road, Swanbourne; Perth.
Muirhead, Mr. David Carscadden; 94 Chidlow Street, Northam; Northam.

McAndrew, Rev. Henry David, B.A., B.D.; The Manse, 32 Cargill Street, Victoria Park; Perth.

McKane, Mr. Bruce; The Manse, Kondinin; Williams.

Purdie, Rev. Charles Lindsay; Flat 1, 272 Cambridge Street, Wembley; Perth.

Reid, Rev. James; 10 Fortune Street, South Perth; Perth.

Renshaw, Mr. Harold Leslie; 97 Canning Road, East Fremantle; Fremantle.

Scott, Rev. William; 74 Solomon Street, Fremautle; Fremantle.

Shearn, Rev. Sidney Joseph; 58 Richardson Street, Katauning ; Katanning.

Sparks, Rev. Ronald Bevan, B.A.; 122 Ardross Street, Applecross; Fremantle.

Staton, Rev. Lawrence George ; James Street, Kellerberrin; Merredin.

Sutherland, Rev. John Duff; 41 Woodsome Street, Mt. Lawley; Perth.

Tero, Mr. Terence Jack; 76 Kitchener Road, Merredin; Merredin.

Thorpe, Rev. Ernest Hallam; 34 Elizabeth Street, South Perth; Perth.

Thrum, Rev. James Guthrie; 62 Swansea Street, Victoria Park; Perth.

vser, Rev. Nevin Stuart ; Presbyterian Aborigines Mission, Mowanjum, via Derby ; West Kimberley. Vawser, Rev. Nevin Stuart;

Watt, Rev. Alexander John, B.A.; 6 Queenslea Drive, Claremont; Perth.

Wood, Mr. James McMurtrie; 12 Moran Street, Boulder; East Coolgardie.

Zuiderduijn, Rev. Frederik Johan, B.D.; 550 Fitzgerald Street, North Perth; Perth.

Name and Designation ; Residence ; Registry District.

CONGREGATIONAL UNION OF W.A. (Incorp.).

- Bryant, Rev. Ernest; 12 Kent Street, Busselton; Sussex. Bryant, Rev. James John; 166 Labouchere Road, Como; Perth.
- Ferth.
 Cuthbertson, Rev. William, B.A., B.D.; 45 Fortescue Street, East Fremantle; Fremantle.
 Filby, Rev. Basil John; Congregational Manse, Duchess Street, Busselton; Sussex.
 Granzow, Rev. Boyd Arthur, B.A., B.D.; 16 Kinnin-mont Avenue, Nedlands; Perth.
 Hawka Bay, Arthur Clarance, 101 Tata Street, West
- Hawke, Rev. Arthur Clarence; 101 Tate Street, West Leederville; Perth.
 Heath, Rev. Reginald Justus Brian; 801 Canning Highway, Applecross; Fremantle.
 Hudson, Rev. Edward John Chapman; 20 Boronia Crescent, City Beach; Perth.
 Lorgia Rev. 102 Rebergia Street, Callie , Wellier

- Lewis, Rev. James; 22 Roberts Street, Collie; Wellington.
- Renwick, Rev. George James; 147 Hamilton Street, Queen's Park; Canning. Searle, Rev. Frederick Gordon; 12 Thompson Road,
- Claremont ; Perth.
- Smith, Rev. Brian Wylie McAlister; 158 Hillsborough Drive, Nollamara; Perth.
 Sullivan, Rev. Richard Alfred Tevelyn; 26A Point Walter Road, Bicton; Fremantle.
 Turner, Rev. Reginald Clark; 12 Thompson Road, Clare-
- mont; Perth. Wasley, Rev. Ronald George, L.Th.; Congregational
- Manse, Dalwallinu; Moora. Watts, Rev. Ewan Miller, L.Th.; 13 Church Avenue, Armadale; Canning. White, Rev. Edwin Ernest; 14 Thompson Road, Clare-mont; Perth.

THE SALVATION ARMY.

- Allen, Major John Percy; 15 Smith Street, Perth; Perth. Anderson, Captain Frederick; 50 Kellam Way, Medina;
- Fremantle. Barker, Captain Cedric Vincent; 33 Hovea Terrace, South Perth; Perth.
- Bouse, Major Thomas; 20 Victoria Street, Midland; Swan.
- Cottle, Captain Robert Henry; 198 Lester Avenue,
- Geraldton; Geraldton. Cutts, Captain Ronald; 60 Richardson Street, Katanning;
- Katanning. Darby, Lieut.-Colonel William; Southern River Road,
- Gosnells; Canning. Dean, Senior Captain Frederick; 26 Hampton Street, Northam; Northam.
- Forward, Captan Stan; 56 Earl Street, Albany; Plantagenet.
- Fox, Captain Eric; 20 Victoria Street, Midland; Swan. Grant, Captain Murray; 57 Wittenoom Street, Collie;
- Wellington. Hargreaves, Major George Charles; 163 Peninsula Road,
- Maylands; Perth. Hewitt, Brigadier David Wycliffe; 60 Smyth Road, Nedlands; Perth. Jackson, Major Graeme Charles; 17 Smith Street, Perth;
- Perth.
- Jones, Brigadier Frederick Arthur; 32 Banksia Terrace, es, Brigauer From. South Perth ; Perth. - Maior George ; 40 Regent Street, Leederville ;
- Jones, Major George; Perth.
- Knop, Captain Keith ; 82 Matlock Street, Mt. Hawthorn ; Perth.
- Linsell, Captain Frank ; 40 Regent Street, Leederville ; Perth.
- McClure, Brigadier Ferdinand ; Salvation Army Home, Albany Highway, Gosnells; Canning. McEvoy, Captain Ronald; 27 Verna Street, Gosnells;
- Canning.
- Canning.
 Osborne, Senior Captain Jack Frederick; 67 Barlee Street, Mt. Lawley; Perth.
 Pallot, Brigadier William Henry; 99 Gregory Street, Wembley; Perth.
 Palmer, Captain Malcolm Lawrence; 5 Tuart Street, Bunbury; Wellington.
 Parker, Senior Captain Richard Gavin; 68 Rowland Street Subject Beth

- Street, Subiaco ; Perth. Rasmussen, Captain Victor Roy ; 70 Parker Street,
- Bassendean; Perth. Schmidtke, Captain Edward; 45 Brookman Street, Kal-
- goorlie; East Coolgardie. Stewart, Major Robert Andrew Alexander; 28 Bulwer
- Street, Perth; Perth.
- Wilson, Major George Brabner; 14 Charles Street, Fre-mantle; Fremantle.

Name and Designation ; Residence ; Registry District.

BAPTIST UNION OF W.A., INCORPORATED

- Atkins, Rev. William Henry, B.A., L.Th.; 87 Hubert Street, East Victoria Park; Perth.
 Binks, Rev. Thomas Harold; 78 Lawley Crescent, Mt.
- Lawley; Perth.
- Bottomley, Rev. Ronald Eric ; 8 Fortescue Street, East Fremantle; Fremantle. Britza, Pastor William Arthur; Baptist Manse, 6 Elverd
- Street, Kojonup ; Katanning. Buckland, Rev. Leon George ; Baptist Manse, Waroona ;
- Murray. Buesnel, Rev. Clement Godfray ; Baptist Manse, Wagin ;
- Katanning. Buesnel, Pastor Gerald Clement; 7 Carr Street, South
- Perth; Perth. Carter, Rev. James Cowie; 65 Hamilton Street, Bays-water; Perth.
- Crofts, Rev. Wilfred George, B.A.; 7 Second Avenue,
- Mt. Lawley; Perth. Dennis, Rev. Michael Harold; 38 Swan Road, Attadale; Fremantle.
- Freeman, Rev. Gordon Stewart; 69 McDonald Street, Como; Perth. Genat, Rev. David John; 4 Dolan Street, Willagee;
- Fremantle.
- Hendry, Rev. James; 100 Edinboro Street, Mt. Haw-thorn; Perth.
 Holland, Pastor Eric; 175 Spencer Street, Bunbury;
- Wellington. Kingsbury, Rev. Francis Henry Hammond ; 104 Seventh
- Avenue, Maylands; Perth. Lansdown, Rev. Colin Trevor, L.Th. ; 59 Chapman Road,
- Lansdown, Rev. Conn Frevor, L.Th.; 59 Chapman Road, Bentley; Canning.
 Lee, Rev. Maurice Clifford, B.A.; 87 Second Avenue. Mt. Lawley; Perth.
 Maynard, Rev. Albert Charles; 105 Rosebury Street, Inglewood; Perth.
- Moore, Rev. Bernard George William ; 1 Thelma Street,
- Mosman Park ; Perth. Mosman Fark; Ferth.
 Nainby, Rev. Vincent; 63 Great Eastern Highway, Bellevue; Swan.
 Redshaw, Rev. Joseph Benjamin Tonkinson; 138 Chelms-ford Road, North Perth; Perth.
 Reeve, Rev. Harry; Glen Forrest; Swan.
 Ridden, Rev. John Harry, L.Th.; 167 St. George's Ter-vence Parth.

- race, Perth ; Perth.
- Robins, Rev. Edward Keith ; Baptist Manse, 56 Daping Robins, Rev. Edward Keith; Baptist Manse, 60 Daping Street, Katanning; Katanning.
 Ruck, Rev. Colin Francis William; Baptist Manse, Cranbrook; Plantagenet.
 Shiner, Rev. Frederick; 64 Glyde Street, Mosman Park;
- Perth.
- Stapleton, Rev. Leonard George ; Baptist Manse, Albany ;
- Plantagenet. Urquhart, Rev. Lindsay Oliver; 123 Waratah Avenue, Dalkeith; Perth. Waller, Rev. Albert Edward; 179 Gildercliffe Street,
- Scarborough ; Perth. 5 John Street, Claremont;
- Watkins, Rev. Graham; Perth.
- Wells, Rev. Maxwell Albert ; Baptist Manse, Welshpool Road Wattle Grove ; Canning. Wilson, Pastor John ; Baptist Manse, Gnowangerup ;
- Plantagenet.

CHURCHES OF CHRIST IN W.A. (INCORPORATED).

- Beavis, Mr. David Adrian; 311 Onslow Road, Shenton Park ; Perth.
- Bond, Mr. John Kenneth ; 26 Currong Way, Nollamarra ; Perth.
- Perth. Burcham, Mr. Cyril Ernest; Church Church of Christ Manse, Lynch Street, Corrigin; Williams. Clapp, Mr. Eric Bruce; 40 Victoria Street, Midland;
- Śwan. Cooke, Mr. Lloyd George ; 35 Ninth Avenue, Maylands ;
- Perth
- Dewing, Mr. Donald Arthur; Churches of Christ Mission, Norseman; Dundas.
 Donaldson, Mr. Leo William; 219 High Street, Fre-mantle; Fremantle.
 Fewster, Mr. Frank Milford; 28 Hampton Street, Nor-them. Northem
- tham; Northam. Fisher, Mr. Lancelot Munro; Church of Christ Mission,
- Carnarvon; Gascoyne. Fitch, Mr. Harold Richard; 101 Essex Street, Wembley; Perth.
- Gough, Mr. John Eric ; 102 Archdeacon Street, Nedlands ; Perth.
- Griffiths, Mr. Arthur James Henry; 8 Jarrad Street, Cottesloe ; Perth.

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- Name and Designation ; Residence ; Registry District.
- Griffiths, Mr. Francis Henry; 167 Egan Street, Kal-goorlie; East Coolgardie.
 Holliday, Mr. James; Churches of Christ Manse, Narem-
- been; Merredin.
- Hughes, Mr. George Edward Claude; Church of Christ Manse, Mukinbudin; Merredin.
 Hutson, Mr. Andrew; 9 Seaview Terrace, Kalamunda;
- Canning. Maiden, Mr. Thomas Dallas; 94 Duke Street, Northam;
- Northam.
- Morris, Mr. Alan William; 173 Seventh Avenue, Ingle-wood; Perth.
 Nightingale, Mr. William Henry; 93 Clydesdale Street,
- Como; Perth. Oakes, Mr. Donald Raymond; 107 Augustus Street, Geraldton; Geraldton. Powell, Mr. George Edward ; Churches of Christ Manse,
- Powell, Mr. George Edward; Churches of Christ Manse, Morawa; Geraldton.
 Raymond, Mr. Roy; 14 Amery Street, Como; Perth.
 Roberts, Mr. Roy Thomas; 29 Gresham Street, Victoria Park; Perth.
 Robinson, Mr. John Keith; 23 Coronation Street, North Perth; Perth.
- Savage, Mr. Murray James; 7 Nanhob Street, Mt. Lawley; Perth.
- Sewell, Mr. Ernest John ; 47 Railway Avenue, Bassendean ; Perth.
- Smith, Mr. George; 260 Bagot Road, Subiaco; Perth. Somerville, Mr. John William; 70 Uduc Road, Harvey; Wellington.
- Stirling, Mr. Daniel Robert ; Cnr. Kew and Pearl Streets, Cloverdale; Perth. Sutton, Mr. John Raymond; Earnshaw Road, West
- Busselton; Sussex
- Tonkin, Mr. Donald William ; 99 Todd Street, Merredin ; Merredin.
- Willis, Mr. Douglas George ; 30 Robert Street, Collie ; Wellington.

UNITED ABORIGINES MISSION.

(West Australian Council.)

- Cotterill, Mr. Claude Richard ; United Aborigines Mission,
- Cosmo Newbery, via Laverton; Mt. Margaret. Devenish, Mr. Philip Methuen; United Aborigines Mission, Gnowangerup; Plantagenet.
- Gnowangerup; Plantagenet.
 Faulkuer, Mr. Ernest; United Aborigines Mission, Fitzroy Crossing; West Kimberley.
 Mollenhauer, Mr. Samuel; United Aborigines Mission, Mt. Margaret; Mt. Margaret.
 Morgan, Mr. Keith Raymond; United Aborigines Mission, Lock Street, Derby; West Kimberley.
 Rees, Mr. Allan Robert Louis; Sunday Island, via Derby; West Kimberley.
 Schenk, Mr. Rodolphe Samuel; "Elim," Deunpster Street, Esperance; Dundas.
 Siggs, Mr. Kenneth; United Aborigines Mission, War-burton Ranges; Mt. Margaret.
 Williams, Mr. Sydney Frank; United Aborigines Mission,

- Williams, Mr. Sydney Frank ; United Aborigines Mission,
- Kellerberrin ; Merredin. Young, Mr. Mervyn Ceeil ; United Aborigines Mission, Wyndham ; East Kimberley.

WEST AUSTRALIAN CONFERENCE OF SEVENTH-DAY ADVENTISTS.

- Brash, Pastor Thomas Stewart ; 56 Stirling Street, Northam; Northam.
- Cernik, Pastor John ; Karalundi Mission, via Meekatharra ; Murchison.
- De Ville, Pastor Keith; 8 Bessell Crescent, Wilson Park, Collie; Wellington. Ferris, Pastor David Andrew; 133 Fitzgerald Street.
- Geraldton; Geraldton. Fletcher, Pastor Austin George; Lot 94 Harrison Street.
- Melville; Fremantle.
 Hammond, Pastor Henry Wallace; 112 Sixth Avenue, Inglewood; Perth.
 Heise, Pastor Verner John; Karalundi Mission, via Meeka-tharra; Murchison.
 House, Mr. Eric Stanley; 394 Albany Highway, Albany; Plantagenet
- Plantagenet.
- Maberly, Pastor Frank Thomas; 26 Kennard Street, South
- Perth; Perth. Mowday, Pastor Desmond John; 39 Bedford Road, Mt. Pleasant; Fremantle.
- Newman, Pastor John Harvey; 30 Fairbairn Road, Busselton; Sussex.
- Perry, Pastor James Charles Hamley; Johnson Street, Manjimup; Blackwood.
- Rampton, Pastor Howard Francis; 12 Warwick Street, St. James Park; Canning.

Name and Designation ; Residence ; Registry District.

- Reye, Pastor Raimund; W.A. Missionary College, Carmel;
- Ćanning. Speck, Pastor David Absalom ; 26 Wyong Road, Bentley ; Canning.
- Vaughan, Pastor Albert Dudley; Native Mission, Wiluna; Mt. Margaret.
- Wilson, Pastor Gordon Imray; 12 Ellen Street, Subiaco; Perth. Wolfe, Pastor Eric Paul; Clarke Street, Moora; Moora.

THE EVANGELICAL LUTHERAN CHURCH OF AUSTRALIA, INC.

(W.A. Conference.)

Graebner, Rev. Rudolph Martin; 46 Clotilde Street, Mt. Lawley; Perth.

- Kampe, Rev. Leo; 6 Hurlingham Terrace, South Perth; Perth. Lienert, Rev. Alfred Conrad; 36 Chidlow Street, Northam;
- Northam. Mueller, Rev. Max Walter; 19 Hassel Street, Katanning; Katanning.

THE APOSTOLIC CHURCH.

Cole, Pastor Victor Lewis; 20 Strickland Street, Bunbury;

Morgan, Pastor Cyril; 20 Scarborough Beach Road, North Perth; Perth.

ELIM FOURSQUARE GOSPEL CHURCH.

Lea, Pastor Harry; 203 Reynolds Road, Mt. Pleasant; Fremantle.

Snowden, Principal Walter Ernest; 78 Farnley Street, Mt. Lawley ; Perth.

Deschamp, Mr. Clement August; 68 Broome Street,

- Perth; Perth. Farmer, Mr. David Walter; "Caraban," Moore River, via Gingin; Swan. Goodman, Mr. Claude Stanley; 45 Yilgarn Street, Shenton

- Goudman, Mr. Claude Stanley, 45 Figan Succet, Sherton Park; Perth.
 McAllan, Mr. Thomas Donald Cameron; 35 May Street, Gosnells; Canning.
 Shackleton, Mr. Henry Stevenson; Langley Street, Bays-water; Perth.
 Tsatos, Mr. Basil; 35 Vermont Street, Nollamara; Perth.
 Yates, Mr. Allan John; 68 Broome Street, Perth; Perth.

PERTH HEBREW CONGREGATION INCORPORATED

Grochowski, Rev. Hirsch; 94 Rookwood Street, Mt.

Lawley; Perth.
 Kotlar, Rev. Jacob; 119 Brisbane Street, Perth; Perth.
 Rubin-Zacks, Rabbi Louis, M.A., J.P.; 3 Lawley Crescent, Mt. Lawley; Perth.

PERTH JEWISH ASSOCIATION, INCORPORATED

Caspi, Mr. Abraham; 49 Woodville Street, North Perth; Perth.

BRETHREN CHURCH.

Sharpe, Mr. Carl William; Kurrawang Native Mission, Kurrawang, via Kalgoorlie; East Coolgardie.
West, Mr. Ernest John; 49 Florence Street, West Perth; Perth.

RELIGIOUS SOCIETY OF FRIENDS (QUAKERS).

Gare, Mr. Edward Cyril; Orange Road, Darlington; Swan.

THE GREEK ORTHODOX CHURCH.

Manessis, Rev. Christopher; 122 Aberdeen Street, Perth; Perth.

- Vlahopoulos, Rev. Athanasios; Bunbury; Wellington. Xirouhakis, Rev. Konstantinos; 157 Stirling Street,
- Xirouhakis, Rev. Konstantinos; Parker Streets, Perth; Perth. corner Francis and

REORGANISED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS.

- Broadway, Elder Joseph ; 39 Oxford Street, Leederville; Perth
- Stack, Elder Oscar Frank Edward ; 204 High Street, Fremantle ; Fremantle.
- Stack, Elder Robert John; Cove; Fremantle. 61 Hohnan Street, Alfred

JEHOVAH'S WITNESSES.

Name and Designation : Residence : Registry District.

LIBERAL CATHOLIC CHURCH.

Ewart, Rt. Rev. David Benjamin; 41 Hampden Street, South Perth; Perth.

- Hill, Rev. Frederick William; 9 Shenton Road, Claremont; Perth.
- Hill, Rev. William Gilchrist; 73 Matheson Road, Applecross; Fremantle. Pell, Rev. James Parkinson; Arundale Hall, Museum

Street, Perth ; Perth.

CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (W.A. District)

- Cummings, Elder Donald Wilfred ; 178 Northstead Street, Scarborough; Perth. Koutsoukis, Elder Albert John; 23 Ashburton Street,
- Bentley; Canning.

PERTH CENTRAL CHRISTADELPHIAN ECCLESIA.

Hurn, Mr. David Harpley; 51 Moreing Road, Attadale; Fremantle.

PERTH (YOKINE) CHRISTADELPHIAN ECCLESIA.

Thompson, Dr. Francis Stuart Denzil; 20 Alness Street, Applecross; Fremantle.

PROGRESSIVE SPIRITUALISTS' CHURCH INCORPORATED.

- McDonough, Mrs. Mand Mary; 69 Ivanhoe Street, Bassendean; Perth. Milner, Rev. Emma; 27 Harvey Road, Shenton Park;
- Perth.

THE PERTH SOCIETY OF THE NEW CHURCH (INCORPORATED).

Hickman, Rev. Herbert William; 14 Strathcona Street, West Perth ; Perth. Uren, Mr. Allan Cole ; 8 Wyatt Road, Bayswater ; Perth.

THE SEEKERS' CHRISTIAN FELLOWSHIP.

- Webb, Mr. Arthur Samuel; 26 Edward Street, Bedford
- Park; Perth. Phillips, Mr. Cyril Arthur; 15 Scaview Terrace, Kala-munda; Canning.

AUSTRALIAN ABORIGINES EVANGELICAL MISSION (INCORPORATED).

Pedlar, Mr. John; Cundeelee, via Zanthus; East Coolgardie.

RUSSIAN ORTHODOX CHURCH (ABROAD).

Putilin, Very Rev. Sergij; 129 Edward Street, East Perth ; Perth.

UKRAINIAN AUTOKEPHAL ORTHODOX CHURCH.

Fomichewskyj, Very Rev. Gregore; 97 Hill Street, East Perth ; Perth.

SERBIAN ORTHODOX CHURCH.

Rados, Very Rev. Petar; 73 Weaponess Road, Doubleview; Perth.

THE REFORMED CHURCH OF PERTH.

- Oppelaar, Rev. Cornelis Willem; 5 Herbert Road, Harvey; Wellington.
- van der Schaaf, Rev. Pieter ; 156 Shepperton Road, Victoria Park ; Perth.

TEMPLE DAVID CONGREGATION (INC.).

(THE LIBERAL JEWISH SYNAGOGUE OF W.A.).

- Arkwright, Mr. Kenneth James; 96 Holmfirth Street,
- Mt. Lawley; Perth. Ruben, Rabbi George Walter; 76 Norfolk Street, North Perth ; Perth.
- GOSPEL LIGHTHOUSE OF THE INTERNATIONAL CHURCH OF FOUR SQUARE GOSPEL.
- Bailye, Rev. Ronald Norman ; 20 Ocean Drive, Bunbury ;
- Wellington. Greig, Mr. John George Arnold ; 15 Poole Street, York ; York.
- Greig, Mrs. Marion Amy; 15 Poole Street, York; York. Mitchell, Rev. Robert Lee; 105 Albert Street, Osborne Park ; Perth.

Name and Designation ; Residence ; Registry District.

Pratley, Rev. Arthur; 161 Collins Street, Kalgoorlie; East Coolgardie.

- Tofts, Rev. Patricia Mary; 73 Hubert Street, East Victoria Park; Perth.
- Tracy, Rev. Robert Clyde; 5 Nisbet Road, Applecross; Fremautle. Wade, Mr. Peter John; 37 Lyons Street, Cottesloe; Perth.

BYELORUSSIAN AUTOKEPHALIC ORTHODOX CHURCH IN AUSTRALIA.

Ochotenko, Archbishop Sergij; 43 Drynan Street, Bayswater : Perth.

THE NATIVE MISSION FARM, ROELANDS, W.A. (INCORPORATED).

Cross, Mr. Kenneth Gordon ; The Native Mission Farm, Roelands; Wellington.

SCIENCE OF MIND CHURCH AND COLLEGE.

Nalder, Mrs. Eva; 35 Stoneham Road, Attadale; Fremantle.

FULL GOSPEL TESTIMONY CHURCH (W.A.).

Evans, Pastor Ernest Matthew John; 2 Hopetoun Street, South Perth ; Perth.

Hewitt, Pastor Isaac James; 8 Finlayson Street, Subiaco; Perth.

PEOPLE'S CHURCH, PERTH, WESTERN AUSTRALIA.

Drew, Pastor Richard Stanley ; 20 Hurlingham Terrace, South Perth ; Perth.

THE CHURCH OF THE NAZARENE.

Spall, Rev. David George ; 5 Thurlow Avenue, Mt. Yokine ; Perth

MAYLANDS SPIRITUALIST CHURCH.

McDougall, Rev. Rhoda Alexandra; 188 Grand Prome-nade, Bedford Park; Perth.

CHRISTIAN SPIRITUALISTS CHURCH.

Lucas, Mrs. Gertrude Victoria; 34 Stirling Highway, Mosman Park; Perth.

REGISTRATION OF MINISTERS. (Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1956.) Registrar General's Office, Perth, 24th January, 1962.

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.

- Methodist Church of Australasia Western Australia Conference.
- 2050/57; 8/1/62; Rev. Stanley Wilson Crocker; 125 Parkin Street, Rockingham; Fremantle. 2041/58; 8/1/62; Rev. Stanley William Kirby;

Methodist Manse, Northampton; Geraldton.

2042/58; 8/1/62; Rev. Arthur Richard Lane; Roe

- 2042/58; 8/1/62; Rev. Arthur Richard Lane; Roe Street, Bridgetown; Blackwood.
 2008/62; 8/1/62; Rev. Geoffrey Howard Blyth; Ocean Beach Road, Denmark; Plantagenet.
 2009/62; 8/1/62; Rev. Roland Frank Giese; 2 Oceanic Drive, Floreat Park; Perth.
 2011/62; 8/1/62; Rev. Dean Tietzel; Methodist Inland Mission, Broome; Broome.
 2012/62; 8/1/62; Rev. Neil Webb; Methodist Inland Mission, Darlot Street, Meekatharra; Murchi-son son.

The Salvation Army.

- 2013/62; 8/1/62; Captain Stan Forward; 56 Earl Street, Albany; Plantagenet.
 2014/62; 8/1/62; Captain Keith Knop; 82 Mat-
- 2015/62; 8/1/62; Captain Kelth Khop, 32 Matheory 100 Street, Mt. Hawthorn; Perth.
 2015/62; 8/1/62; Captain Frank Linsell; 40 Regent Street, Leederville; Perth.
 2016/62; 8/1/62; Captain Edward Schmidtke; 45
- Brookman Street, Kalgoorlie; East Coolgardie.

GOVERNMENT GAZETTE, W.A.

The Seekers Christian Fellowship. 2017/62; 4/1/62; Mr. Cyril Arthur Phillips; 15 Sea-view Terrace, Kalamunda; Canning.

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 Mar-riages throughout the State of Western Australia:-

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

Church of England.

194/61; 22/12/61; Rev. Allan Douglas Macdonald, M.A., 42 Ventnor Avenue, West Perth; Perth.

Roman Catholic.

2057/61; 22/1/62; Rev. Thomas McFall; The Re-demptorist Monastry, North Perth; Perth.

2020/56; 24/1/62; Rev. Stephen Hawe; The Presbytery, Pemberton; Blackwood.

Methodist Church of Australasia Western Australia Conference.

2002/60; 31/12/61; Rev. Barry Lionel Clarke; Methodist Manse, Gnowangerup; Plantagenet. 2112/60; 31/12/61; Rev. John Staunton Timms;

Methodist Manse, Denmark; Plantagenet.

702/53; 31/12/61; Rev. Brian Valentine Ashdown; Darlot Street, Meekatharra; Murchison.

Churches of Christ in W.A. (Incorporated). 2016/57; 31/12/61; Mr. Edward Charles Lionel Ots;

14 Namur Street, North Perth; Perth.

2018/57; 31/12/61; Mr. Denis Gledhill Beanland; 1 Pitt Street, St. James Park; Canning.

The Salvation Army.

2002/57; 31/12/61; Major Thomas Bouse; 20 Vic-toria Street, Midland; Swan.

2094/58; 31/12/61; Major George Jones; 40 Regent Street, Leederville; Perth.

750/54; 31/12/61; Major Douglas Young; 56 Earl Street, Albany; Plantagenet.

West Australian Conference of Seventh-Day Adventists.

2082/59; 12/1/62; Pastor Alfred Stanley Jorgensen; 1 Teeluk Road, Carey Park, Bunbury; Wellington.

The Evangelical Lutheran Church of Australia Inc. (W.A. Conference).

2063/58; 17/1/62; Rev. Peter Henry Mattiske; 1 Young Street, Albany; Plantagenet.

The Seekers Christian Fellowship.

2075/60; 31/12/61; Mr. Rodney Gordon Brindal; Flat 308, 138 Adelaide Terrace, Perth; Perth.

220/61; 31/12/61; Rev. Ralph Harrison Featherstone; 132 Duke Street, Scarborough; Perth.

E. J. BROWNFIELD,

Registrar General.

APPOINTMENT.

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

Registrar General's Office, Perth, 24th January, 1962.

The following appointment has been approved:-

R.G. No. 45/61.-Mr. Thomas Murphy, as District Registrar of Births, Deaths and Marriages for the Williams Registry District, to maintain an office at Narrogin, during the absence on leave of Mr. Jack Herbert Godfrey; this appointment dates from 19th January, 1962.

> E. J. BROWNFIELD. Registrar General.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (240) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays Annual Leave and Hours should not be amended, and whereas and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Engine Drivers (Sugar Refinery) Agreement No. 37 of 1960 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court,

[L.S.]

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

Schedule.

Clause 8.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) (i) The following days, or the days observed in lieu shall, subject to subclause 7 (c), be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeed-ing Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 9.-Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:---

(f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 8 of 1960.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and R. David Moss and others as per schedule attached Dependent others as per schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties; and whereas the said dis-pute was referred into Court for the purpose of hearing and determination; and whereas the par-ties subsequently met and conferred and have arrived at agreement on all matters in difference: and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952 and all other powers therein enabling, 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 "Plastic Manufacturing Award."

-Area and Scope.

This Award shall have effect over the area com-General Post Office, Perth, and shall apply to workers covered by the classifications referred to in Clause 21 employed in the manufacture of goods from plastics other than the manufacture of poly-thene bags.

Provided that it shall not apply to workers who are at present provided for in any other Award or Industrial Agreement duly registered at the Court of Arbitration at the date of delivery of this Award.

3.—Arrangement.

- 1 Title.
- 2. Area and Scope.
- 3. Arrangement.
- 4. Term.
- 5. Hours
- 6. 7. Overtime.
- Holidays. 8.
- 9
- Sick Leave. Time and Wages Record.
- 10. Contract of Service.
- 11. Meal Money.
- 12. Right of Entry.
- 13. Breakdowns.
- Board of Reference. 14.
- Under-Rate Workers. 15.
- Junior Workers. Mixed Functions. Shift Work. 16.
- 17.
- 18.
- 19. Casual Workers.
- Posting of Award and Union Notices. Rates of Pay. Extra Rates. 20. 21.
- $\bar{22}$.
- Definitions. 23.
- Liberty to Apply. Long Service Leave. 24. 25.

4.—.Term.

The term of this Award shall be for a period of one (1) year from the beginning of the first pay period commencing after the date hereof.

5.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any week and shall be worked in five (5) days, Mondays to Fridays inclusive.

(b) Except in the case of shift workers the ordinary day's work shall be performed between the hours of 7 a.m. and 5.30 p.m. and shall not exceed eight (8) in any day which shall be worked in a continuous shift except for meal breaks.

6.—Overtime.

(a) All time worked before the usual starting time or after the usual finishing time, Monday to Friday inclusive, and all time worked on Saturday shall be deemed overtime and be paid for at the rate of time and a half for the first four (4)hours and double time thereafter.

(b) All work done on Sundays or the holidays prescribed in the Clause 7 hereof shall be paid at the rate of double time.

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

(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 restric-tion upon the working of overtime in accordance with the requirements of this subclause.

(d) In the calculation of overtime rates each day's work shall stand alone.

(e) Overtime on shift work shall be based on the rate payable for shift work.

(f) These overtime rates shall not apply to excess time due to private arrangements between the workers themselves or for the purpose of effect-ing the customary rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

7.-Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 6 hereof, be allowed as holidays without deduction of pay, namely— New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(b) On any public holiday not prescribed as a holiday under this Award the employer's estab-lishment 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) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

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

(e) 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.

(f) 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.

(g) 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.

(h) 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 (f) 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.

(i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

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

(k) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.

8.-Sick Leave.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance for 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 the 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.

(c) Notwithstanding the provision of subclause (c) hereof, a worker who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year unless during the ordinary working hours that the worker is absent the employer requests in writing the employee to produce on his return to work a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

9.-Time and Wages Record.

The employer shall keep or cause to be kept a record wherein shall be entered:—

- (a) The name of each worker.
- (b) The nature of his employment.
- (c) The total hours worked each day.
- (d) The wages and overtime (if any) received therefor.

(e) The date of birth of each junior worker.

The employer shall be responsible for the proper posting of the record each week, which shall be signed weekly only if correct, by the worker. Such record shall be open for inspection at the factory office or other convenient place by a duly accredited representative of the Union during working hours. Provided that if the record be not available when the representative calls it shall be made available for inspection within twenty-four (24) hours at the factory office or other convenient place.

10 .-- Contract of Service.

(a) All workers shall be engaged either as weekly or casual workers: Provided that an employer may engage a new worker as a casual and may alter the engagement to a weekly one at any time up to the payday immediately following the day of engagement. If an employer so alters the engagement he shall only be liable to pay the worker concerned the proportion of the weekly rate calculated on the basis of the time worked.

(b) A week's notice shall be given on either side to terminate the employment of a weekly hand or, in lieu of notice, by the payment or forfeiture, as the case may be, of a week's wages.

(c) Provided this shall not affect the right of an employer to dismiss a worker without notice for misconduct.

(d) Provided further that during the first week of employment, an employer may dismiss a worker or a worker may leave the employment by either giving the other not less than one (1) hour's notice.

11.-Meal Money.

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

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

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

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

12.-Right of Entry.

(a) Accredited representatives of the Union shall be permitted to interview the workers on the business premises of the employer during non-working times or meal breaks.

(b) In the case of a dispute between the Union and an employer which is likely to lead to a cessation of work or to an application to the Court and which involves the inspection of workers or of machines in the process of production on which such workers are engaged, such Union representatives shall have the right of inspection at any time during which the workers or machines concerned are working, but this permission shall not be exercised without the consent of the employer more than once in any one week.

(c) Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

13.—Breakdowns.

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

14.—Board of Reference.

(a) The Court may appoint for the purpose of this Award a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

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

15.—Under-rate Workers.

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

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

16.—Junior Workers.

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.

No worker shall have any claim upon an employer for additional pay in the event of the age of a 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 misstate his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this Award, and in the event of a worker having received a higher rate than that to which he was entitled, he shall make restitution to the employer.

17.—Mixed Functions.

A worker engaged for more than half $(\frac{1}{2})$ of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half $(\frac{1}{2})$ of one (1) day or shift he shall be paid the higher rate for the time so worked.

18.—Shift Work.

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

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

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

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

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

(e) Where an ordinary shift of a shift worker finishes by 8 a.m., on Saturday such hours on the Saturday shall be regarded as ordinary hours of employment and shall not be subject to penalty rates.

19.--Casual Workers.

Any worker dismissed through no fault of his own before the expiration of one week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

20.-Posting of Award and Union Notices.

Every employer shall allow Union Notices, except those which on reasonable grounds he considers objectionable and a copy of this Award to be posted up by the Union in a place accessible to the workers and approved by the employer.

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

(a) Basic Wage: Adult Males Adult Females	. 10 0 0
(b) Adult Males: Plastic Press operator (as defined) Plastic Press Operator (other) All others	. 1 10 0
(c) Adult Females	Margin over Female Basic Wage Per Week £ s. d. 17 6
	Percentage of Male Basic Wage
(d) Junior Males:	Per Week
14 to 15 years of age	. 25
15 to 16 years of age	
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95 Percentage of Female Basic Wage
(e) Junior Females:	Per Week
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95

22.—Extra Rates and Conditions.

(a) Leading Hands:

- (i) Any male worker placed by the employer in charge of three or more other workers shall be paid at 19s. per week in addition to the rates prescribed in the Wages Clause.
- (ii) Any female worker placed by the employer in charge of three or more other workers shall be paid at 10s. per week in addition to the rates prescribed in the Wages Clause.

(b) Workers handling carbon black before processing, and workers engaged in processing free carbon black, shall be paid the sum of threepence (3d.) per hour in addition to the rate herein fixed for the class of work performed.

- (c) Protective Equipment:
 - (i) The employer shall have available a sufficient supply of protective equipment (as, for example, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots)

for use by his workers when engaged on work for which some protective equipment is reasonably necessary. It shall be a defence to an employer charged with a breach of this subclause if he proves that he was unable to obtain either the item of equipment the subject of the charge or a suitable substitute.

- (ii) Every worker shall sign an acknowledgment on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.
- (iii) No worker shall lend another worker any such article of protective equipment issued to such firstmentioned worker, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.
- (iv) Before goggles, glasses, or gloves or any such substitutes which have been used by a worker are re-issued by the employer to another worker they shall be effectively sterilised.
 - (v) During the time any article of protective equipment is on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

23.—Definitions.

"Plastic Press Operator" means an operator of a press who is required to exercise a discretion as to all or any of the following matters:—Kind of quantity of powder, pressure, temperature and time of curing.

24.—Liberty to Apply.

Liberty is reserved to any party to apply in respect to Preference to Unionists.

25.—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 24th December, 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 24th December, 1958, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmittor (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 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 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 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.
- (c) 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 20 years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award 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 24th December, 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 10th day of October, 1961. [L.S.] R. V. NEVILE,

President.

Filed at my office this 10th day of October, 1961.

G. MELLOWSHIP, Clerk of the Court of Arbitration.

Schedule of Respondents.

R. David Moss, Scarborough Beach Road, Osborne Park. J. & L. Plastics, 257 Fitzgerald Street, Perth. Lusterite Plastic Products Pty. Ltd., Abernethy Road, Belmont. Plastics Limited, 24 Salvado Road, Wembley. Forrestfield Industries, Hale Road, Forrestfield. Javelin Products Pty. Ltd., 10 Bennett Street, East Perth. Aquaplas Expanded Plastics Pty. Ltd., 32 Goodwood Parade, Rivervale.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 268 of 1961.

Between Government Water, Sewerage and Drainage Employees' Industrial Union of Workers, Applicant, and The Hon. Minister for Water Supply, Sewerage and Drainage, Respondent.

HAVING heard Mr. J. Hardie on behalf of the applicant and Mr. L. E. Boylan on behalf of the respondent, 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 the Government Water, Sewerage and Drainage Employees' Award Nod. 8 of 1956, as amended, be and the same is hereby further amended as follows:—

Fourth Schedule.

Treatment Works Attendants (Subiaco).

Delete item (i) and insert in lieu thereof the following:—

(i) Rate of Pay:

Treatment Works Attendant (Subiaco) — Margin 30s.

Dated at Perth this 21st day of November, 1961.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 31 of 1959

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

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

Award.

1.--Title: Area and Scope.

This Award (which replaces Award No. 52 of 1955 and interim Award 31A of 1959) shall be known as the Mooring Staff Award and shall apply to the mooring and unmooring and shifting of vessels, rigging and removing gangways, etc., where such services are undertaken by the am where such services are undertaken by the employers within the Port of Fremantle.

2.—Arrangement.

- 1. Title.
- $\frac{2}{3}$. Arrangement.
- Hours of duty.
- 4. Overtime.
- Saturday and Sunday work. 5.
- Meal Hours. Rates of Pay. 6.
- 7.
- Engagement and Dismissal. Casual Employees. 8.
- 9.
- 10. Annual Leave.
- Sick Leave. 11.
- 12. Sickness and Accident arising out of duty.
- 13. Uniforms.
- 14. Rest Room.
- 15. Telephones.
- 16. Use of transport.
- 17. Long Service Leave.
- 18. Preference.
- Board of Reference. 19.
- 20. Term.

3.-Hours of Duty.

(a) Forty (40) hours shall constitute a week's work. The daily hours of duty shall not exceed eight (8) per day, and shall be worked on any five (5) days of the week between the hours of 7.0 a.m. and 6.0 p.m. Subject to clause 4 (i) no shift between the hours of 7.0 a.m. and 6.0 p.m. shall consist of more than two periods of working time.

(b) Excepting during such periods as workers shall be on authorised leave, or absent for any other reason, each worker shall be rostered to have two (2) days off in each week, such days off to be consecutive except where the worker and the employer otherwise agree.

(c) The employers may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

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

4.—Overtime.

(a) Overtime shall mean and include all time worked-

- (i) in excess of eight (8) hours on any working day;
- (ii) outside of the daily spread of hours prescribed in clause 3 of this Award;
- (iii) in excess of forty (40) hours in any one week.

(b) Overtime worked consecutively with ordinary hours of duty shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter: Provided that where workers are kept on duty under circumstances where payment would ordinarily be made in accordance with the foregoing, and the work they were kept on duty for

does not commence within thirty (30) minutes of the completion of the tea break, such additional time from the tea break shall be regarded as a recall and paid for in accordance with the follow-ing subclause. Provided further that where workers are required to resume duty immediately after the evening most they chell be reid a minimum result. evening meal they shall be paid a minimum payment of one hour at overtime rates.

(c) Workers recalled to duty outside of the prescribed spread of hours shall be paid overtime at the rate of double time for the period of recall, with a minimum of two (2) hours.

(d) Where there is a second call back on any night, and the break from the time of actually ceasing duty in respect of the first call back to the time of recommencement of duty is less than two (2) hours, overtime shall be allowed con-tinuously as if no break had occurred.

(e) A worker required for duty on his rostered day off shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter, with a minimum payment as for four (4) hours at time and a half: Provided that for all work performed between noon on Saturday and midnight on Sunday, he shall be paid a minimum of four (4) hours at the rate of double time: Provided further that where a worker is required for duty before noon on a Saturday and such duty extends beyond noon, he shall be paid a minimum of four (4) hours at time and a half, but double time shall be paid for all work actually performed after 12 noon.

(f) Workers called on to start work prior to the starting time shall be paid at the following rates:-

(i) All time prior to 7 a.m.—Double time.

(g) (i) Workers who, having been instructed to make themselves available at their homes for the purpose of being in attendance at a stated time, and who are subsequently informed at their homes that their services are not required, shall be paid two (2) hours pay at ordinary rates.

(ii) Workers who have not been so instructed shall not be obliged or expected to remain on call at their homes.

(h) A worker who has done continuous duty for twenty-four (24) hours shall not be required to do further duty until he has had, for the purpose of exclusive of any meal hours: Provided that for work performed during such eight (8) hour rest period, the worker shall be paid overtime at the rate of double time in addition to the rate otherwise payable.

For the purpose of this subclause "continuous duty" shall mean any period of twenty-four (24) hours during which the worker has not been free of duty for a period in excess of four (4) consecutive hours which may include one meal time.

(i) All time in excess of two periods of working time during ordinary hours shall be paid at the rate of time and a half.

5.--Saturday and Sunday Work.

(a) The time worked on Saturdays up to a maximum of eight (8) hours shall be included as part of the ordinary week's work, but workers required to work on Saturdays, other than those finishing Fri-day's work, shall be paid an extra quarter day's pay in addition to the week's earnings.

(b) The time worked on Sundays up to a maximum of eight (8) hours shall be included as part to work on Sundays, other than those finishing Saturday's work shall be paid an extra half day's pay in addition to the week's earnings.

6.-Meal Hours.

- (a) The recognised meal times shall be:---(i) Breakfast-One hour between 7 a.m. and
- 9 a.m. (ii) Lunch-One hour between 12 noon and 2 p.m.
- (iii) Tea—One and one half hours between 5 p.m. and 7.30 p.m.

 (\mathbf{h}) Workers who cannot be released for the appropriate meal time within the hours specified in subclause (a) and/or subclause (c) (i) (ii) and (iii) of this clause shall be paid at the rate of double time until the full period for a meal is allowed: Provided that the provisions of subclause (a) of this clause, so far as they relate to breakfast, shall not apply to workers called upon to commence work for the day at 6 a.m. or later: Provided further that such extra rate shall not be payable to workers who commence or resume work at or during a specified meal time.

(c) Notwithstanding anything contained in subclause (a) of this clause, there shall be no obligation on the part of workers to work for more than five (5) consecutive hours without a meal, except in the following circumstances:—

- (i) Where work commences for the day at 6 a.m. lunch shall be taken not later than 12 noon.
- (ii) Where work commences for the day at 6.30 a.m. lunch shall be taken not later than 12.30 p.m.
- (iii) Where work commences for the day at 7 a.m. lunch shall be taken not later than 1 p.m.

7.—Rates of Pay.

Per Week

	~	υ.	u.	
Basic Wage—Metropolitan Area	14	18	9	
Margins:				

(a) Leading Hand 5 15 0 (b) Ordinary Hand 4 0 0

8.—Engagement and Dismissal.

All regular workers shall be deemed to be engaged upon a weekly basis, and one (1) week's notice on either side shall be necessary to terminate the services of any worker: Provided that a worker may be instantly dismissed or suspended for insobriety, misconduct or neglect of duty.

9.—Casual Employees.

(a) A casual worker is one for whom work over a continuous period of forty (40) ordinary time hours in five (5) consecutive days is not provided by the employers. Such workers, whose engagement shall be hourly, shall be entitled to the rate prescribed for an ordinary hand in Clause 7 (b) hereof, plus 10%, with a minimum engagement as for four (4) hours.
(b) The conditions of Conductive to Conduct the second second

(b) The conditions of Clauses 3, 4 and 6 only shall apply to casual workers: Provided that for work performed on Saturdays the rate of pay shall be time and a half for the first four (4) hours and dcuble time thereafter; double time to apply to all work after 5 p.m.: Provided further that for all work performed on Sundays and holidays the rate of pay shall be dcuble time.

(c) Casual workers shall, where practicable, be engaged at the Union "pick up" place during the usual "pick up" hours.

(d) The time of duty of casual workers shall be calculated from the time at which such worker is ordered to report for duty at the Pilot Office to the time of discharge either at the Pilot Office or at the job, at the discretion of the employers: Provided that where the work for which a casual worker was engaged is completed at the North Wharf, the hours of duty of such worker shall continue until he is transported by the employers to Victoria Quay, unless such worker, at his option, requests to be released at the North Wharf, when his services will be terminated upon the completion of the job.

10.—Annual Leave.

Workers who serve continuously for twelve (12) months shall be granted annual leave on full pay for a continuous period of twenty-nine (29) days. Where the period of service is less than twelve (12) months, but is not less than one (1) week, the period of leave shall be reduced pro rata to the period of service. Annual leave shall at all times be taken at the convenience of the employers.

11.-Sick Leave.

(a) A regular worker who is incapacitated through sickness or injury, other than that arising out of or in the course of his employment, may, except as provided in subclause (b) of this clause, be granted sick leave with pay for a period of or periods not exceeding in the aggregate four (4) weeks in any year, upon production, within fortyeight (48) hours of the commencement of any such period of absence, of a medical certificate showing the nature of the illness and the probable duration.

(b) In the event of the full period of sick leave as provided in subclause (a) hereof not being taken in any year, the balance of such sick leave up to a maximum of one (1) week for each calendar year, shall be allowed to accumulate, and such accumulation may be applied against periods of absence on account of sickness in excess of that provided in subclause (a) hereof, occurring during the next or any succeeding year: Provided that in respect of any worker employed under the terms of this Award at the date of its commencement, the accumulation of such leave specified herein shall be regarded as operating retrospectively from the 1st January, 1945, or at the date the worker entered the service, if employment commenced after that date.

(c) Where such incapacity arises through the wilful act or misconduct of the worker, or a medical certificate is not furnished as required, or where the worker has already had sick leave with pay in accordance with the provisions of subclauses (a) and (b) hereof, the worker shall not be entitled to any pay for the period he is absent from duty.

(d) Upon the period or periods of absence exceeding four (4) weeks in the case of paragraph (a) hereof, or upon the happening or occurrence of any of the events specified in paragraph (c) hereof, immediately such absence commences or such event happens or occurs, the contract of service shall be deemed to have been terminated without requiring further notice by the employers, who shall thereby be relieved of any further obligation to the worker: Provided that any such period of incapacity may, at the discretion of the employers, be regarded as leave without pay.

12.—Sickness and Accident Arising Out of Duty.

(a) A regular worker who, while on duty or acting under the instructions of the employer, receives an injury arising out of, or in the course of his employment, or contacts an illness due to the nature of and attributable to such employment, and is thereby incapacitated from duty in circumstances which entitle him to the benefits prescribed under the Workers' Compensation Act, 1912-1954, shall be entitled to receive in addition to such benefits, a weekly sum equal to the difference between the compensation provided for under that Act and the wages prescribed in this Award, from the date of the commencement of his said incapacity up to and including the date of his recovery as certified by his medical attendant: Provided that the employer's liability hereunder shall in no case exceed thirty (30) days in respect of each separate injury or illness.

(b) All amounts payable under this clause shall be paid in the manner provided for the payment of wages.

13.-Uniforms,

Workers shall be provided with uniforms consisting of a double-breasted coat or two blue working shirts and two (2) pairs of trousers each eight (8) months. In addition, there shall be provided to each worker, as and when the Trust deems reasonably necessary, one (1) waterproof coat of rubberised material, a Sou'-wester hat, a pair of gum boots, a pair of gloves, a cap and a greatcoat. Cap badges will be renewed when necessary. Uniforms shall be kept neat and tidy by workers and must be worn by them when on duty. All articles supplied under this clause shall be of good quality and shall remain the property of the Trust.

14,-Rest Room.

15.

A rest room equipped with an electric radiator, shall be provided by the employers for the use of workers. Workers must provide their own rugs, etc., and must keep the room clean and tidy.

15.—Telephones.

Each regular worker shall be provided with a telephone at his place of residence, the rental and a reasonable amount of calls to be paid by the employers.

16.—Use of Transport.

Regular workers shall receive an allowance of five shillings (5/-) per week as compensation for wear and tear arising from the use of private transport. The allowance will not accrue while the worker is absent from duty for any cause whatsoever for a period of a complete week or longer.

17.-Long Service Leave.

Workers shall be granted long service leave after each seven (7) years' service, but periods of absence on long service leave shall not count as service qualifying towards the next grant of such leave.

18.—Preference.

Preference of employment shall be given to members of the Federated Ship Painters and Dockers' Union of Australia (West Australian Branch) Union of Workers, qualified and available to per-form the work to be done. Liberty is reserved to either party to apply to amend or delete this provision at any time.

19.-Board of Reference.

(a) For the purpose of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it, in the event of no agreement being arrived at between the parties to the dispute, the functions of:— (i) adjusting only motions of difference which

- (i) adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this Award or any of them;
- (ii) dealing with any other matter which 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 Industrial Arbitration Act 1912-1952, which for this purpose are embodied in this Award.

20.-Term.

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

In witness whereof this Award has been signed by the Conciliation Commissioner this 16th day of November, 1961.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

- No. 294 of 1961.
- In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of an application by the West Australian Branch, Australasian Meat Industry Employees' Union, Indus-trial Union of Workers, Perth, for an Order under section 137 of the Industrial Arbitration Act, 1912-1952, for an amendment of Clause 19 of Award No. 45 of 1955.

THIS matter having been delegated to the Conciliation Commissioner by the Hon. President of the Court of Arbitration, and the Conciliation Com-missioner having heard Mr. J. Flanagan on be-half of the West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, and Mr. E. R. Kelly on behalf of the Midland Junction Abattoir Board and the Hon. Minister for Agriculture, do hereby order that clause 19 of Award No. 45 of 1955 be amended as follows:-

Clause 19.---Number of Employees.---Delete subclause (e) of this clause.

Dated at Perth this 18th day of December, 1961.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (189) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers, deter-mined that various Awards and Industrial Agree-ments be amended: Now therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act. 1912-1952 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Shop Assistants' (Eastern Gold-fields) Award No. 81 of 1948, be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by this Order.

Dated at Perth this 22nd day of September, 1961. By the Court,

(Sgd.) R. V. NEVILE, [L.S.]

President.

Schedule.

Clause 8.—Hours.

Add the following as (1) the second paragraph of subclause (b) and (2) (iii) of subclause (d):—

In the week commencing on Monday imme-diately preceding Easter Day the week's work in ordinary hours shall be thirty-two (32) hours on the basis of eight (8) hours each day Monday to Thursday inclusive without thereby making the employer liable for pay-ment of overtime by reason of the fact that in a pay week of which any part of such period forms a part the ordinary hours worked exceed forms a part the ordinary hours worked exceed forty (40).

Liberty is reserved to the parties to apply to vary this amendment.

Clause 12.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:--

(a) The following days or the days observed in lieu thereof shall, subject to clause 11 in lieu thereof shall, subject to clause 11 hereof, be allowed as holidays without deduc-tion of pay, namely—New Year's Day, Aus-tralia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Kalgoorlie or Boulder Cup Day, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrange-ment between the parties, in lieu of any of the days named in the subclause.

Delete subclause (h) of this clause and insert in lieu thereof the following:---

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - circumstances (ii) In special and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (135) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 281 of 1961.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Appli-cant, and Swan Portland Cement Limited, Respondent.

HAVING heard Mr. H. Barry on behalf of the Applicant and Mr. D. L. Hosking 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 con-tained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare-

That the Cement Workers' Award No. 21 of 1954, as amended, be and the same is hereby further amended and consolidated in accordance with the attached schedule.

Dated at Perth this 29th day of November, 1961.

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

Schedule.

1.—Title.

This Award shall be known as the Cement Workers' Award No. 21 of 1954 as amended and consolidated.

2.—Arrangement.

- Title. 1.
- Arrangement. $\mathbf{2}$.
- <u>3</u>. Scope.
- 4. Area.
- Term 5.
- 6. Definitions. 7.
- Hours.
- Saturday and Sunday Work. 8.
- 9. Overtime. 10.
- Maximum Rate.
- 11. Wages. 12.
- Shift Work. Wet Places. 13.
- 14. Higher Duties.
- Contract of Service. 15. 16.
- Breakdowns. 17.
- Absence through Sickness. Holidays. 18.
- 19. Annual Leave.
- 20.
- Under-rate Workers. 21.
- Board of Reference. General Conditions. 22.
- 23. Record.
- 24.Interviewing Workers.
- 25.Leading Hands.
- 26 Long Service Leave.

3.—Scope.

This Award shall apply to all workers employed in the manufacture of cement, provided that it shall not apply to workers who are at present covered by any other Award of the Court of Arbi-tration of Western Australia or by any other agreement registered in accordance with the Industrial Arbitration Act, 1912-1952.

4.—Area.

This Award shall have effect over the area com-prised within a radius of fifteen (15) miles from the G.P.O., Perth.

5.—Term.

The term of this Award shall be for a period of three (3) years as from the beginning of the first pay period commencing after the date hereof. This Award was delivered on the 31st day of May, 1955.

6.-Definitions.

(a) "Casual worker" shall mean a worker employed for less than one (1) week.

(b) (i) "Wet places" shall mean places where the water is over the workers' ankles or top of gum boots when provided or where in performing the work, the splashing of the water and mud saturates their clothing or where protection is not provided to prevent splashings or drippings sufficient to saturate their clothing.

(ii) The management shall decide whether a place is a "wet place" within the meaning of this clause.

(iii) If any dispute arises as to whether or not a place is a "wet place" the matter shall be re-ferred to the Board of Reference for determination.

(c) Continuous process work shall mean work carried on with consecutive shifts of men throughout the 24 hours of each of at least six days in the week without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

7.—Hours.

(a) (i) Continuous Process Work.—The ordin-ary working hours shall be one hundred and twenty (120) to be worked in twenty-one (21) consecutive days.

(ii) Other Work:

- (a) Forty (40) hours exclusive of meal times shall constitute a week's work for ordin-ary day workers to be worked in eight (8) hours on Monday to Friday, inclusive.
- (b) Forty (40) hours shall constitute a week's work for shift workers (other than on con-tinuous work) to be worked on Monday to Friday, inclusive.

(b) Crib time for shift workers shall be taken in relays at such time as not to cause a stoppage of work and no deduction shall be made therefor from the worker's wages.

8.-Saturday and Sunday Work.

(a) All work performed by continuous shift workers during ordinary hours on Saturday and on Sunday shall be paid for at the rate of time and one-half.

(b) The rates prescribed in subclause (a) hereof shall be paid in lieu of the shift allowances pre-scribed in clause 12 of this Award.

9.—Overtime.

(a) Overtime, except as covered by subclause (b) hereof shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter in respect of-

- (i) all work done before the usual starting time or after the usual finishing time;
- (ii) all work done on Saturday by workers covered by 7 (a) (ii) of this Award pro-vided that all work performed after noon on Saturday shall be paid for at the rate of double time.

(b) All time worked by continuous shift workers in excess of or outside the ordinary working hours as prescribed shall be paid for at the rate of double time except where such time is worked because the relief man does not come on duty at the proper time and except where a worker is called upon to work a regularly rostered overtime shift when the rate shall be time and a half for the first four hours and double time thereafter.

(c) The rates prescribed by subclauses (a) and (b) hereof, shall not apply to excess time due to private arrangement between the workers themprivate arrangement between the workers them-selves or to excess time owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time shall not exceed two (2) hours, after the expiration of which over-time rates shall apply for the whole of the extra time worked time worked.

(d) When a worker is recalled to work after leaving the job, he shall be paid for at least three (3) hours at overtime rates.

(e) When a worker, without being notified on the previous day, is required to continue working after 6 p.m., he shall be provided with any meal required or shall be paid the sum of five shillings (5s.) in lieu thereof.

(f) Work done in the meal hour, or any portion thereof, shall be paid for at the rate of double time but this shall not apply to cases involving completion of work commenced before the lunch hour and not occupying more than fifteen (15) minutes from the commencement of the lunch hour,

in which case the lunch hour shall be extended by fifteen (15) minutes beyond the ordinary time. This subclause shall not apply to shift workers who are provided for under clause 7 (b).

(g) All work done on Sundays by workers other than continuous shift workers and all work done on Sundays by continuous shift workers in excess of the hours prescribed in clause 7 (a) (i) shall be paid for at the rate of double time.

(h) In the calculation of overtime rates, each day shall stand alone.

(i) 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.

(j) Overtime on shift work on any day of the week including Saturdays, Sundays and holidays, shall be based on the rate payable to a shift worker for his ordinary shift in accordance with clause 12.

10.—Maximum Rate.

Notwithstanding anything contained in this Award to the contrary, no time of duty whatsoever shall be required to be paid for at more than double time rates.

11.—Wages.

The minimum rates of wages payable under this Award shall be as set out hereunder:----

(a) Basic Wage				£ 14	s. 18	d. 9
				er '	rgin Wee	k
(b) Adult Workers:				£	s.	d.
Raw Mill-						
Miller				0	-	^
A			••	2	5	0
			••••	1	5	6
	Mill—				_	
Miller			• · · ·	2	5	0
Assistant			• • • •	1	5	6
Rotary Kiln—						
Burner					14	0
Assistant				1	17	0
General—						
Coal drier			• • • •	2	5	0
Construction men	(when	emple	oyed			
as such)				1	18	6
Elevator and cor		opera	tors	2	1	6
Machine bag fille	r			2	1	6
Plant attendant				1	5	6
Stock house hand				1	5	6
Yard worker	••••		• • • •		18	0
Crusher feeder	••••	• · · ·		2	1	6
Sampler			•···•	1	7	0
Clarke shovel ope				1	5	6
Change house att	endant				18	0
Quarry—						
Powder monkey					15	6
Quarry man				1	16	6
(a) Course lours of	haliha	maid	<u>.</u>	L		.1

(c) Casual workers shall be paid on an hourly basis at the rate of ten per cent. (10%) in addition to the rates prescribed herein.

12.—Shift Work.

(a) Subject to subclause 8 (b) of this Award, shift workers whilst on afternoon or night shifts shall be paid seven and one-half per cent. $(7\frac{1}{2}\%)$ more than the ordinary rate for such shift.

(b) Where a shift commences before midnight but not before 10 p.m. then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

13.—Wet Places.

In all wet places one shilling and fourpence (1s. 4d.) extra per shift shall be paid in addition to the rates prescribed.

14.—Higher Duties.

A worker engaged for more than one half $(\frac{1}{2})$ of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for half $(\frac{1}{2})$ of one (1) day or shift or less, he shall be paid the higher rate for the time so worked.

15.—Contract of Service.

(a) Subject to paragraph (b) hereof the contract of service of all workers, other than casual workers, shall be by the week and shall be terminable by one (1) week's notice on either side given on any day or if the employer or a worker fails to give the required notice, one (1) week's wages shall be paid or forfeited.

(b) For the first month of employment the hiring shall be from day to day and during this period (1) day's notice on either side shall be sufficient or in default of such notice, one (1) day's wages shall be paid or forfeited.

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

(d) Wages shall be paid weekly, unless otherwise mutually agreed. $% \label{eq:constraint}$

16.—Breakdowns.

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

17.—Absence Through Sickness.

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

(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.

18.—Holidays.

(a) The following days or the days observed in lieu shall subject to subclause (b) hereof 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, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(b) (i) Subject to the provisions of subclause (ii) hereof, all work performed by continuous shift workers on any of the foregoing days shall be paid for at the rate of time and a half.

(ii) All work performed by workers other than continuous shift workers and all work performed by continuous shift workers in excess of the hours prescribed in clause 7 (a) (i) on any of the foregoing days shall be paid for at the rate of double time.

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

19.—Annual Leave.

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

(b) Seven-day shift workers—that is, shift workers engaged in a continuous process who are rostered to work regularly on Sundays and holidays—shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with 12 months' continuous service is engaged for part of a qualifying 12-monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one-twelfth of a week for each completed month he is continuously engaged as aforesaid.

(c) 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.

(d) If after one (1) month's continuous service in any qualifying 12-monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service. Provided that a worker who has been employed as a seven-day shift worker shall be paid one-twelfth (1/12th) of a week's pay in addition to the foregoing in respect of each completed month of continuous service as a seven-day shift worker.

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

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

(g) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

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

(i) In special circumstances and by mutual consent of the employer the worker and the Union concerned, annual leave may be taken in not more than two periods.

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.-Board of Reference.

The Court may appoint for the purpose of this Award, a Board of Reference. 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 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.

22.—General Conditions.

(a) Soft Clay:

- (i) Workers engaged in removing soft wet clay shall be paid at the rate of time and a quarter whilst so working.
- (ii) Any dispute as to whether clay is soft wet clay shall be decided by the management and a duly authorised official of the Union.
 Failing agreement the matter may be referred to the Board of Reference for determination.

(b) Raincoats.—Raincoats shall be supplied to men working outside. Provided, however, that if a second raincoat is required by any worker within two (2) years from the issue of the first, such worker must show that the necessity for the second raincoat is not due to any negligence on his part. (c) Accommodation:

(c) Accommodation:

- (i) The employer shall provide all necessary sanitary accommodation, change rooms, bathrooms and dining rooms, and shall keep same in a clean condition.
- (ii) The employer shall provide a sufficient supply of boiling water at meal times, and, so far as practicable, cool drinking water shall be made available.
- (d) Entering Kiln:
 - (i) When a worker has to enter a mill, kiln, or chamber the employer shall, if possible, see the temperature does not exceed 100 deg. F. If the temperature does exceed 100 deg. F. the worker shall not remain inside such vessel longer than fifteen (15) minutes, with a break of ten (10) minutes before re-entering.
 - (ii) Provision shall be made for the free circulation of air when a worker has to enter a kiln.

(e) First Aid.—An adequate first aid outfit shall be provided and maintained by the employer and if possible one worker employed in the industry shall be a qualified man to tend to any injuries.

(f) Employees engaged inside mills to reline same, shall be paid the miller's rate, plus sixpence (6d.) per hour extra and when rebricking kilns shall be paid the burner's rate.

23.-Record.

The wages book (or wages sheets) of the employer shall be open for inspection by the secretary, or an accredited representative of the Union, at the office of the Company during working hours, upon reasonable notice being given of the desire to inspect same.

24.—Interviewing Workers.

Subject to the observance of the security and safety regulations in force from time to time at the Cement Works, the Secretary or other full time Representative of the Union, duly authorised in writing by the President or Secretary of the Union, shall be allowed to enter the Cement Works by prior appointment not more than once in any week for the purpose of inspecting working places and shall be permitted to interview workers in the Canteen during the recognised meal period.

25.-Leading Hands.

Any worker appointed as a leading hand by the employer shall be paid the following amounts in addition to his ordinary wages when placed in charge of:—

- not less than three (3) and not more than ten (10) other workers—nineteen shillings (19s.) per week;
- (ii) more than ten (10) and not more than twenty (20) other workers—thirty-eight shillings and sixpence (38s. 6d.) per week;
- (iii) more than twenty (20) other workers fifty-seven shillings and sixpence (57s. 6d.) per week.

26.-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 1st April, 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the 1st April, 1958, 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 transmittor in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) 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;
- (ili) 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 reemployed 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 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 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 of 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 20 years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

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

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

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

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

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

(i) State Law.

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

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

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

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

(j) Exemptions.

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

(k) Liberty to Apply.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (235) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Engine Drivers' (Bridge Building) Agreement No. 1/1958 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961. By the Court,

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

Schedule.

Clause 13.—Holidays.

Add the following new paragraph to subclause (a) hereof:—

Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (g) of this clause and insert in lieu thereof the following:---

(g) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (165) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 21 of 1961.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Melbourne Cask and Drum Company (W.A.) and Re-Nu Drum Services, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties; and whereas the said dis-pute 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 Concilation 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 Drum Reclaiming Award.

2.—Arrangement.

- Title. 1.
- $\mathbf{2}$. Arrangement. Scope.
- 3.
- 4. Area.
- 5. Term.
- 6. Hours.
- 7 Overtime.
- 8. Holidays.
- Sick Leave. 9.
- Time and Wages Record. Contract of Service. 10.
- 11.
- 12. Meal Money.
- 13. Right of Entry.
- 14. Breakdowns.
- 15. Board of Reference.
- 16. Under-Rate Workers.
- 17. Junior Workers.
- 18. Proportion of Juniors.
- Mixed Functions. Shift Work. 19.
- 20.
- 21.
- Casual Workers. Protective Clothing. 22.
- 23. Leading Hands.
- 24. Posting of Award and Union Notices.
- 25.Rates of Pay.
- Liberty to Apply. 26.
- 27.Long Service Leave.

3.—Scope.

This Award shall apply to all workers engaged in the reclamation of drums, provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1952.

4.—Area.

This Award shall operate over that portion of the State of Western Australia known as the South-West Land Division.

5.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the first pay period commencing on or after the date hereof.

6.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any week and shall be worked in five (5) days, Monday to Friday inclusive.

(b) Except in the case of shift workers the ordinary day's work shall be performed between the hours of 7 a.m. and 5 p.m.

(c) The ordinary working hours shall not exceed eight (8) in any one day, and except for meal breaks shall be worked in a continuous shift.

7.-Overtime.

(a) All time worked before the usual starting time or after the usual finishing time, Monday to Friday inclusive, and all time worked on Saturday shall be deemed overtime and be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) All work done on Sundays or the holidays prescribed in Clause 8 hereof shall be paid at the rate of double time.

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

(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 ac-cordance with the requirements of this subclause cordance with the requirements of this subclause.

(d) In the calculation of overtime rates each day's work shall stand alone.

(e) Overtime on shift work shall be based on the rate payable for shift work.

(f) These overtime rates shall not apply to excess time due to private arrangements between the workers themselves or for the purpose of effecting the customary rotation of shifts, or which is owing to a relieving man not coming on at the appointed The time for which any worker may be paid time. at ordinary rates instead of overtime due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(g) When a worker is recalled to work after leaving the job he shall be paid for at least three (3) hours at overtime rates.

8.-Holidays.

(a) The following days, or the days observed in lieu. shall, subject to clause 7 hereof, be allowed neu, snan, subject to clause ' hereoi, 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, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days parad the parties in lieu of any of the days named in the subclause.

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

(c) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 (f) 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.

(i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

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

(k) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.

9.-Sick Leave.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance for 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 the 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 provision of subclause (c) hereof, a worker who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year unless during the ordinary working hours that the worker is absent the employer requests in writing the employee to produce on his return to work a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

10.-Time and Wages Record.

The employer shall keep or cause to be kept a record wherein shall be entered:—

- (a) The name of each worker.
- (b) The nature of his employment.
- (c) The total hours worked each day.
- (d) The wages and overtime (if any) received therefor.
- (e) The date of birth of each junior worker.

The employer shall be responsible for the proper posting of the record each week, which shall be signed weekly only if correct, by the worker. Such record shall be open for inspection at the factory office or other convenient place by a duly accredited representative of the Union during working hours. Provided that if the record be not available when the representative calls it shall be made available for inspection within twenty-four (24) hours at the factory office or other convenient place.

11.-Contract of Service.

(a) All workers shall be engaged either as weekly or casual workers: Provided that an employer may engage a new worker as a casual and may alter the engagement to a weekly one at any time up to the payday immediately following the day of engagement. If an employer so alters the engagement he shall only be liable to pay the worker concerned the proportion of the weekly rate calculated on the basis of the time worked.

(b) The employment of a weekly hand may be terminated by a week's notice given on either side or in lieu of such notice by the payment or forfeiture of a week's pay.

(c) Provided this shall not affect the right of an employer to dismiss a worker without notice for misconduct.

(d) Provided further that during the first week of employment, an employer may dismiss a worker or a worker may leave the employment by either giving the other not less than one (1) hour's notice.

12.—Meal Money.

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

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

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

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

13.—Right of Entry.

(a) Accredited representatives of the Union shall be permitted to interview the workers on the business premises of the employer during non-working times or meal breaks.

(b) In the case of a dispute between the Union and an employer which is likely to lead to a cessation of work or to an application to the Court and which involves the inspection of workers or of machines in the process of production, such Union representatives shall have the right of entry into the factory at any time during which the workers or machines concerned are working, but this permission shall not be exercised without the consent of the employer more than once in any one week.

(c) Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

14.—Breakdowns.

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

15.-Board of Reference.

(a) The Court may appoint for the purpose of this Award a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

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

16.---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.

17.—Junior Workers.

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.

No worker shall have any claim upon an employer for additional pay in the event of the age of a 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 misstate his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this Award, and in the event of a worker having received a higher rate than that to which he was entitled, he shall make restitution to the employer.

18.-Proportion of Juniors.

Male Juniors may only be employed in the proportion of one (1) to every three (3) or fraction of three (3) adult male workers.

19.-Mixed Functions.

A worker engaged for more than half $(\frac{1}{2})$ of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half $(\frac{1}{2})$ of one (1) day or shift he shall be paid the higher rate for the time so worked.

20.-Shift Work.

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

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

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

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

(d) Where a shift commences at or after 11 p.m., then the whole shift shall be paid for at the rate which applies to the major portion of the shift. (e) Where an ordinary shift of a shift worker finishes by 8 a.m., on Saturday such hours on the Saturday shall be regarded as ordinary hours of employment and shall not be subject to penalty rates.

21.—Casual Workers.

Any worker dismissed through no fault of his own before the expiration of one week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

22.—Protective Clothing.

(a) The employer shall have available protective clothing (as for example, goggles, masks, aprons, gloves and rubber boots) for use by his workers when engaged on work for which protective equipment is reasonably necessary.

(b) The employer may require a worker to sign an acknowledgment on receipt of any article of protective equipment and the worker shall return same to the employer when he has finished using it or on the termination of his employment.

(c) No worker to whom equipment has been issued under paragraph (b) shall lend another worker any such article of protective equipment issued to such first mentioned worker, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.

(d) During the time any article of protective equipment is on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(e) Any dispute arising out of the operation of this clause may be referred to the Board of Reference for determination.

23.—Leading Hands.

Any male worker placed by the employer in charge of three (3) or more other workers shall be paid 19s, per week in addition to the rates prescribed in the Wages Clause.

24.—Posting of Award and Union Notices.

Every employer shall allow Union Notices, except those which on reasonable grounds he considers objectionable and a copy of this Award to be posted up by the Union in a place accessible to the workers and approved by the employer.

25.—Rates of Pay.

(a) Basic Wage:	Per V	Week
	£s	s. d.
(i) Within a 15 mile radius from		
the G.P.O., Perth	14 18	39
(ii) Outside a radius of 15 miles		
from the G.P.O., Perth, but		
within the South West Land		
Division	14 1	73
	Margi	n over
	M	ale
	Basic	Wage
	\mathbf{Per}	Week
	£s	s. d.
(b) Adult Males:		
(1) Painting and Incidental		
Duties—		
(a) In Booth	2 10	
(b) Others	2 :	3 6
(2) Chiming, Shaping, Internal		
Lacquering, Rumbling, Clean-		
ing, Classifying and Drum		
Inspecting		90
(3) Yard Hands	1 (00
	Perce	entage
		Male
		: Wage
	Per	Week
(c) Junior Males:		
14 to 15 years of age		25
15 to 16 years of age		35
10 to 10 moons of own		4 -

45

55

70

80

100

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16 to 17 years of age

17 to 18 years of age

18 to 19 years of age

19 to 20 years of age

20 to 21 years of age

26.-Liberty to Apply.

Liberty is reserved to any party to apply in respect to Preference to Unionists.

27.-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 24th December, 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 24th December, 1958, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) 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 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 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 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.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award 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 24th day of December, 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 emplover 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 14th day of November, 1961. (Sgd.) S. F. SCHNAARS, Conciliation Commissioner.

Filed at my office this 14th day of November, 1961.

(Sgd.) G. MELLOWSHIP, Clerk of the Court.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (148) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Monocrete Insulated Masonry Manufacturing Industry Award No. 22/1948 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court,

[L.S.]

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

Schedule.

Clause 7.—Annual Leave and Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

- (a) (i) The following:—
 (a) (i) The following days, or the days observed in lieu shall subject to Clause 6 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:---

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (99) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 285 of 1961.

Between The Bank Officials' Association of Western Australia Union of Workers, Perth, Applicant, and Australia and New Zealand Bank Limited and others, Respondents.

HAVING heard Mr. R. W. Clohessy 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 the Bank Officials' Award 1951, No. 56 of 1951, as amended, be and the same is hereby further amended in accordance with the attached schedule.

Dated at Perth this 1st day of December, 1961.

(Sgd.) S. F. SCHNAARS,

Conciliation Commissioner.

Schedule.

Clause 2.—Arrangement.

Delete headings—"6. Adjustment of Pay" and "28. Saturday Work" and renumber the existing headings numbered 7 to 27 and 29 to 32 to read 6 to 30 respectively.

Renumber existing clauses 7 to 27 to read 6 to 26.

Clause 5.—Rates of Pay.

Delete subclause (o).

Amend existing subclauses (i) to (n) and (p) to read (h) to (n) respectively.

Subclause (f)—In line two amend "Clause 5 (b)" to read "Clauses 5 (b) and 5 (c)."

Clause 7.—Hours.

Subclause (b)—Delete the existing subclause and insert in lieu the following:—

In weeks in which statutory, gazetted or proclaimed bank holidays are observed, the ordinary weekly working hours shall be reduced by eight hours for a full holiday and by four hours for a half holiday.

Clause 8.--Overtime.

Subclause (a).—(1) Delete the words "in Clause 8 or before 8.30 a.m. on any day and after 12.30 p.m. on Saturdays" appearing in lines 9, 10 and 11 and insert in lieu thereof the following words "in Clause 7 or before 8.30 a.m. on any working day." (2) Delete the formula and insert in lieu

Salary		U		-		U	
	\times		Х		\times		
261		1		40		2	

Subclause (b).—In the first line amend "Clause 19" to read "Clause 18."

In the third line add "Saturday", after the word "any".

Clause 9.—Meal Money.

Delete all words to and including the word "be" at the end of line three and insert in lieu thereof the following:—

If any officer is required to work after 6.10 p.m. from Monday to Thursday inclusive or after 6.30 p.m. on Friday or after 12.30 p.m. on Saturday or Sunday 8s. 6d. shall be.

Clause 10.—Annual Leave and Payment for Leave on Termination of Employment.

The whole of subclause (a) shall be amended to read:---

Subject to the provisions of subclauses (c) and (e) hereof an officer shall receive not less than 15 working days' leave of absence in respect of each full calendar year's service. An extra five working days' leave per annum shall be allowed to officers serving at Carnarvon, Leonora, Meekatharra, Cue, Mt. Magnet and Wiluna and at branches situated northward of the 24th parallel of latitude. All such leave shall be granted on full pay and shall be in addition to all statutory gazetted or proclaimed bank holidays.

The whole of subclause (e) shall be amended to read:—

An officer joining a bank shall be entitled to leave in respect of that portion of the calendar year in which he or she joins the Bank as follows:—

Completed Months' Service.	20 working days	Entitlement where 15 working days Annual Leave applies.
	Working Days.	Working Days.
11	18	14
10	17	13
9	15	12
8	13	10
7	12	9
6	10	8
5	8	6
4	7	5
3	5	4
2	3	2
1	2	1

Clause 14.—Relieving Allowances.

Subclause (c).

In line six amend "Clause 5 (n)" to read "Clause 5 (m)".

Clause 18.—Special Duties.

Subclause (a).

(1) In paragraph (i) delete therefrom the 5th, 6th and 7th words reading "other than Saturday."

(2) Delete paragraphs (ii) and (iii) and insert as a new paragraph (ii) the following:—

At any time on Saturdays, Sundays or statutory, gazetted or proclaimed bank holidays to which he is entitled—£2.

Subclause (b).

In lines two, six, eight and nine amend "Clause 9" to read "Clause 8."

Clause 20.-Dismissals, etc.

Subclause (a).

In line 12 amend "Clause 20" to read "Clause 19." Clause 28.—Saturday Work.

Delete this clause.

Renumber existing clauses 29, 30, 31 and 32 to read 27, 28, 29 and 30.

Clause 27.—Messengers.

Amend paragraphs (D) to (K) to read (C) to (J).

Subclause (D).—Hours.

Delete paragraph (2) and insert:-

In weeks in which statutory, gazetted or proclaimed bank holidays are observed or leave (other than special leave at head messengers' or messengers' request) or sickness or while travelling to and from branches occur, the ordinary weekly working hours shall be reduced by eight hours for a full day and by four hours for a half day. Not less than 45 minutes shall be allowed for a meal on all working days.

Subclause (E).---Overtime.

In line three of first paragraph delete "Subclause (A) of Clause 8" and insert "Subclause (D) (1) of Clause 27."

Amend the whole of the fifth paragraph to read— A head messenger or messenger required to work on any statutory, gazetted or proclaimed bank holiday or on Saturday or Sunday shall be paid for all time worked at the rates prescribed in Clause (G) hereof in addition to the usual meal allowances.

Subclause (F).-Meal Money.

Delete all words to and including the word "Sunday" in line four and insert in lieu thereof the following:—

If a head messenger or messenger is required to work after 6.10 p.m. from Monday to Thursday inclusive or after 6.30 p.m. on Friday or after 12.30 p.m. on Saturday or Sunday.

Subclause (G).—Holidays. Section (1).

Amend the whole of the first paragraph to read:---

Head Messengers and Messengers shall be entitled to all statutory. gazetted or proclaimed bank holidays.

Amend the whole of the second paragraph to read:-

All work done by a head messenger or messenger on Saturdays. Sundays. Good Friday. Christmas Day. the 25th day of April (Anzac Day). New Year's Day. Australia Day. Easter Monday. the Queen's Birthday. or any day appointed under the Bank Holidays Act 1864. to be observed in place of any such holiday. shall be paid for at the rate of double time.

Section (2).

Amend the whole of the first paragraph to read:—

In addition to the above holidays, every head messenger or messenger to whom this Agreement applies shall be entitled to fifteen working days' recreation leave per annum on full wages, to be taken at a time and date convenient to the Bank and head messengers or messengers.

Leave shall be deemed to have accrued due in each year on the first day of January for the preceding calendar year. A calendar year shall be the period from the first day of January to the succeeding 31st day of December.

Amend paragraph (c) to read:-

A head messenger or messenger joining a Bank shall be entitled to leave in respect of that portion of the calendar year in which he joins the Bank in accordance with the following table:—

Completed Months' Service.			Leave Entitlement.			
11	 		14 w	orking	days.	
10	 		13	•,	,,	
9	 		12	••	,,	
8	 		10	•,	,,	
7	 		9	•,	•,	
6	 		8	•,	.,	
5	 ••••		6	•,	•,	
4	 		5		,,	
3	 	••••	4	•,	,,	
2	 		2	••		
1	 		1			

Amend paragraph (d) to read:--

In the event of any statutory, gazetted or proclaimed bank holiday occurring during the period of such leave a day in lieu thereof shall be added to such leave.

Clause 30.—Liberty to Apply.

In fourth line amend "Clauses 5 and 6 and 28 (B) and (C) hereof" to read "Clauses 5 and 27 (B) hereof."

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (95) of 1961.

In the matter of the Industrial Arbitration Act. 1912-1952. and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration. by way of summonses. called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave. Public Holidays. Annual Leave and Hours should not be amended: and whereas the said summonses came on for hearing on the 20th day of March, 1961: and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council. A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers. determined that various Awards and Industrial Agreements be amended: Now. therefore. the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act. 1912-1952. doth hereby order—

That the Engine Drivers' (Sawmills) Award No. 23/1952 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October. 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September. 1961.

By the Court.

[L.S.] (Sgd.) R. V. NEVILE. President.

Schedule.

Clause 7.—Holidays.

1. Delete subclauses (a) and (h) and insert in lieu thereof the following:—

(a) (i) The following days. or the days observed in lieu shall subject to clause 9 be allowed as holidays without deduction of pay, namely: New Year's Day. Australia Day. Good Friday. Easter Monday. Anzac Day. Labour Day. Foundation Day. Sovereign's Birthday. Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties. in lieu of any of the days named in the subclause. Subject to another day being allowed in lieu of Sovereign's Birthday at any particular mill by agreement between the Union and the employer concerned.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday. such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday: in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

2. Delete paragraphs (i) and (ii) of subclause (j) and insert in lieu thereof the following:—

(i) Subclause (a) hereof shall not apply except in the case of Anzac Day. Labour Day and Sovereign's Birthday. Subject to another day being allowed in lieu of Sovereign's Birthday at any particular mill by agreement between the Union and the employer concerned.

(ii) Subclause (c) hereof shall not apply but except as hereinafter provided a period of two consecutive weeks' leave at Christmas time and also the day immediately preceding Good Friday. Good Friday and the week immediately succeeding such days. with payment of ordinary wages as prescribed. shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (56) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 28 of 1961.

Between The Western Australian Gaol Officers' Union of Workers, Fremantle, Applicant, and The Chief Secretary of the State of Western Australia, Respondent.

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

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the Gaol Officers' Award 1961 and replaces Award No. 27 of 1957, as amended.

2.—Arrangement.

- 1. Title.
- $\mathbf{2}$. Arrangement.
- 3. Term.
- Area and Scope. 4.
- Definitions. 5.
- 6. Allowances and Special Provisions.
- 7. Relieving and Higher Duties.
- 8. Clothing.
- 9. Duty Roster.
- 10. Hours of Duty.
- Overtime. 11.
- 12.
- Annual Leave. Public Holidays. Long Service Leave. Sick Leave. 13.
- 14.
- 15.
- Escorts. 16.
- Board of Reference. Rates of Pay. 17.
- 18.

3.—Term.

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

4.—Area and Scope.

This Award shall operate throughout the State of Western Australia and shall apply to all mem-bers of the West Australian Prison Service enum-erated in clause 18 hereof.

5.—Definitions.

(1) The definitions referred to hereunder shall apply only for the purpose of this Award and shall with the general orders and regulations dealing with the control and management of the Prison Service of Western Australia.

(2) "Officers" shall include all employees except probationers and temporary employees.

(3) "Probationer" shall mean an employee not permanently appointed but undergoing instruction and proving his suitability for permanent employment.

(4) "Employees" includes officers, probationers, guards and temporary employees.

(5) "Practicable" means practicable in the fair and reasonable opinion of the Comptroller General, provided that if any dispute arises as to whether in any case such opinion is fair and reasonable, the matter shall be referred to the Court of Arbitration.

(6) "Temporary Employee" shall mean one appointed for an emergency and whose service does not exceed a period of three months at any one time.

6.—Allowances and Special Provisions.

(1) All permanent employees for whom quarters are not provided shall be entitled to a lodging allowance of £40 per annum.

(2) Pardelup.—Officers employed at Pardelup shall be entitled to an allowance of £12 per annum.

(3) Employees working outside the South-West Land Division shall be paid the appropriate dis-trict allowance prescribed from time to time for members of the State Public Service.

(4) An officer-

(a) rostered for disciplinary duties in the workshop; or

(b) engaged in truck driving; or

(c) employed as native officer

shall be paid an allowance of one shilling and sixpence (1s. 6d.) per day whilst so employed.

(5) An officer employed as a gaoler shall be paid an allowance of forty pounds $(\pounds 40)$ per annum.

(6) An officer shall receive medical attention as prescribed in Prison Regulations.

(7) Water rates shall be paid by the Minister where an officer occupies quarters provided by the Department.

7.—Relieving and Higher Duties.

(1) An officer acting in a position carrying a higher rate than his ordinary rate of pay shall be paid the higher rate but only if he so acts for a period exceeding seven (7) consecutive days.

(2) Relieving at Outstations.—When tempor-arily transferred from his permanent station to an outstation for the purpose of relieving thereat, an employee shall be paid an allowance at the rate of five shillings (5s.) per day extra.

8.—Clothing.

Uniforms shall be provided by the Minister on the following scale:-

One pair uniform trousers and one pair of boots or shoes each six months.

One uniform tunic each year.

Three shirts each year.

One cap and covers each two years. One mackintosh and helmet each three years.

One overcoat each five years. One extra set of uniform buttons after six months' service.

Officers at Pardelup Prison Farm shall be issued with one pair of knee length rubber boots.

Leggings, sneaks, buttons, badge and rubber boots to be replaced when considered necessary by the Comptroller General.

Temporary employees shall be provided with secondhand uniforms and one pair of boots or shoes.

9.—Duty Roster.

(1) A fortnightly duty board shall be posted up by 11 a.m. each pay day to cover shifts for the following pay period and shall as far as practicable, be adhered to by the department.

(2) Any rostered day off which is granted in lieu of a public holiday shall be clearly shown on the duty board.

10.—Hours of Duty.

(1) (a) The hours of duty for employees under this award shall be-

forty (40) per week; or eighty (80) per fortnight

at the option of the employer, rostered in accordance with the provisions of clause 9 of this Award.

(b) Where practicable the foregoing hours shall be worked in continuous shifts each of eight (8) hours.

(2) (a) In each shift a meal break of twenty (20) minutes shall be allowed during which employees other than guards shall be on call.

(b) Guards shall remain on duty at their posts during such meal break.

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

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

11.—Overtime.

(1) All time worked by an employee on any day in excess of his ordinary hours as rostered for that day shall be deemed to be overtime and paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(2) If an employee is called back on a rostered day off he shall be paid at overtime rates.

(3) An employee called out for duty for any purpose outside his ordinary working hours shall be paid a minimum of two (2) hours or at over-time rates whichever is the greater, provided that such work, exclusive of meal time, is not continuous with his shift.

(4) Overtime shall be calculated on the rate applicable to the shift on which the overtime is worked but double time, i.e., double ordinary rates, shall be the maximum rate payable under this Award.

12.—Annual Leave.

(1) Subject to the provisions of subclause (2) of this clause each employee shall be granted three (3) weeks' annual leave for each year of service.

(2) (a) An employee stationed north of 25 deg. south latitude shall be granted twenty-eight (28) days' annual leave or, if he so elects, fifty-six (56) days' leave biennially.

(b) An employee who takes leave biennially in accordance with this subclause shall be granted a hrst class return fare by boat or plane to Fremantle or other port in the State for himself, his wife and his children under the age of sixteen years.

(3) An employee with more than one month's service who resigns or who is dismissed for reasons other than misconduct shall be granted payment in lieu of the same proportion of three (3) weeks' leave or, if subclause (2) of this clause applies, of twenty-eight (28) days' leave as his period of service bears to one year.

(4) As far as practicable, one month's notice shall be given to the officer concerned, of the date of commencement of his annual leave.

13.—Public Holidays.

(1) The following days or the days observed in lieu thereof shall be allowed as holidays without loss of pay, namely:—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday. Anzac Day, Labour Day, Foundation Day. Sovereign's Birthday, Christmas Day and Boxing Day.

(2) An employee required to work on any of the days specified in subclause (1) of this clause shall be paid at the rate of double time for the time so worked.

14.-Long Service Leave.

(1) Permanent employees shall be granted long service leave under the provisions of Public Service Regulations.

(2) Prison guards shall receive long service leave in accordance with the long service leave con-ditions applying to Government wages employees.

(3) Any employee who has served at least twelve (12) months continuously and who is retired through ill-health, shall be paid for long service leave pro rata to the date of leaving the prison service.

(4) Where practicable three months' notice of the commencing date of long service leave shall be given to all employees.

(5) If a deceased employee who had served continuously for at least twelve months before his death leaves a widow or children, dependent mother or dependent invalid sister, payment pro rata of long service leave up to the date of such employee's death shall be granted to such widow or dependants.

15.-Sick Leave.

When an employee is bound to his house by illness arising from causes not within his control, sick leave shall be granted in accordance with the following on production of satisfactory medical certificates.

- (a) Probationers .--- Not exceeding two weeks on full pay in any year.
- (b) Officers.—In each period of three years, not exceeding a total of three months' leave on full pay, and three months on half pay.
- (c) Sick leave with pay will not be granted when the illness is due to the worker's own neglect or misconduct.
- (d) An employee with more than 10 years' continuous service who has exhausted his current entitlement to sick leave on full pay shall be allowed a cumulative credit of seven (7) working days for each year of his service. Provided that the seven (7) days shall be reduced by one (1) day for each day by which the average sick leave taken per year during the employleave taken per year during the employ-ment exceeds four (4) days. In comput-ing the average, employment shall be taken to the nearest quarter of a year.

16.---Escorts.

(1) Officers on escort duty to Pardelup or elsewhere shall be paid an allowance at the rate of five shillings (5s.) per meal and three shillings and sixpence (3s. 6d.) per bed per day. The allowance for bed shall not be paid where a sleep-ing berth is provided at the expense of the department.

(2) Officers on escort duty shall be paid an allowance of one shilling and sixpence (1s. 6d.) per prisoner per day to cover the cost of the provision of tea.

17.-Board of Reference.

(1) The Court appoints, for the purpose of the Award, a Board or Boards of Reference. Each Board shall consist of a Chairman and two (2) other representatives, one to be nominated by each of the parties, as prescribed by the regulations.

(2) There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of-

- (a) adjusting any matters of difference which may arise from time to time between the parties, except such as involve interpre-tation 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.

18.—Rates of Pay.			
(1) Basic Wage:	£	s.	d.
Meropolitan Area—			
Males		18	
Females	11	4	1
South-West Land Division-			
	14		
Females	11	2	11
Elsewhere—			
Males	14		6
Females	10	18	8
(2) Margins Per Week over basic			
wage:	£	s.	d.
(a) Males:			-
Principal Officers	7	17	0
Prison Officers:			
1st year (including pro-			
bationary or tem-	2	19	6
porary officers) 2nd year		11	ŏ
3rd year		2	6
4th year		14	ŏ
5th year		5	6
6th year	5	17	0
Prison Guards	2	19	6
Prison Officer Storeman	6	9	6
Prison Officer in charge	•	~	~
hospital	6	9	6

		£	s.	d,
	Prison Officer in charge boilers and maintenance	6	4	6
	Prison Officer in charge cookhouse	6	4	6
	Trade Instructors—Fre- mantle Prison	7	17	0
	A Prison Officer who is qualified for appointment as a Principal Officer but who has not been appointed because no vacancy exists shall be paid ten shillings (10s.) per week in addition to his appropriate rate.			
(b)	Females: Matron	A	17	0
	Assistant Matrons:	4	11	U
	1st year 2nd year 3rd year 4th year 5th year	$\frac{1}{2}$	6 13 0	Ō

(3) Penalty Rates .--- (a) Employees whose ordinary rostered hours of work include work on Sat-urday and/or Sunday shall be paid at the rate of time and one half for ordinary hours worked between midnight Friday and midnight Sunday.

6th year

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0

7

(b) In the case of females the foregoing penalty rates shall only apply to time actually worked and shall not apply to time during which they are on the gaol premises but not working.

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 15th day of December, 1961.

[L.S.] (Sgd.) R. V. NEVILE President.

Filed at my office this 15th day of December, 1961.

(Sgd.) G. MELLOWSHIP, Clerk of Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (208) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Aus-tralian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by sec-tion 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Transport Workers' (Midland Railway Co.) Award No. 69A of 1947 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of Oatober 1961 day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court, [L.S.]

(Sgd.) R. V. NEVILE. President.

Schedule.

Clause 10.—Holidays.

Delete subclause (c) of this clause and insert in lieu thereof the following:-

- (c) (i) A worker who is justifiably dismissed for misconduct shall not be intitled to the benefit of the provisions of this clause.
 - In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be the (ii) In special annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (128) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (190) of 1961

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of In-dustrial Unions affiliated with the West Australian Trade Union's Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other D. E. Cort on behan of certain employers and concer-representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Sec-tion 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Shop Assistant's (Explosives) Award No. 161 of 1940 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anom-alies created by any hours amendments to Award No. 23 of 1950 and certain other Shop Assistants' Awards or Agreements, amended in the same manner.

Dated at Perth this 22nd day of September, 1961. By the Court,

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

Schedule.

Clause 7.—Overtime.

Delete subclause (d) of this clause and insert in lieu thereof the following:-

(d) Work performed on Saturday after 1 p.m. or on Sunday or the following holidays shall be paid for at the rate of double time:—New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 19 of 1961.

Between The Western Australian Police Union of Workers, Applicant, and The Hon. Minister for Police, 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 conwhereas 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 Com-missioner 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 Police Award 1961 and replaces Award No. 39 of 1950 as amended.

2.—Arrangement.

- Title.
- 2, Arrangement.
- 3. Term.
- Area and Scope. Definitions. 4.
- 5.
- 6. Salaries.
- 7.
- Higher Duties. District Allowances. Risk of Infection. 8
- 9
- Travelling Allowances. Relieving Allowances. Transfer Allowances. Mileage Allowances. 10.
- 11.
- 12.
- 13.
- Additional Allowances. 14.
- 15. Pro Rata Payment of Allowances.
- 16. Prisoners Rations.
- Trackers Allowance. Hours of Duty. 17.
- 18.
- 19. Overtime.
- 20. Extra Payment for Weekend and Other Duty.
- 21. Annual Leave,
- 22.
- Police Youth Clubs. Board of Reference. 23.
- Fares Whilst Travelling. Long Service Leave. 24.
- 25.
- 26. Drill Instructions or Parades.
- Vacancies to be advertised. Sanitary and Water Rates. Furnishing of Quarters. 27.
- 28.
- 29.
- 30. Typewriters. 31.
- Torches. 32.
- No Reduction. 33. Posting of Award.

3.—Term.

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

4.—Area and Scope.

This Award shall apply to all members of the Western Australian Police Force and shall operate over the whole State.

5.—Definitions.

"Centre" means any station from which continuous duty is performed but does not include the Criminal Investigation Branch.

"Commissioner" means the Commissioner of Police appointed pursuant to the provisions of the Police Act 1892-1952.

"Detective" means any employee who has been appointed a Detective and who is attached to the C.I.B. in any part of the State and includes an Inspector who is so attached.

"Employee" means any person permanently appointed to the Western Australian Police Force and requires, except where the context otherwise requires, any commissioned officer, Sergeant, De-tective Sergeant, Constable, Detective Constable, Probationary Detective, or Policewoman.

"Fortnight" means a period of fourteen (14) days commencing from the Monday following the last day of the recognised pay period.

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

"North-West" means all that part of the State north of the 26th parallel of latitude and shall be deemed to include Shark Bay.

"Practicable" means practicable in the fair and reasonable opinion of the Commissioner: Provided that if any dispute shall arise as to whether in any case such opinion is fair and reasonable, the matter in dispute shall be referred for determina-

"Probationary Constable" means a person not permanently appointed but undertaking instruc-tion and proving his or her suitability for permanent employment as a member of the Western Australian Police Force but such probationary period shall not exceed six (6) months.

6.—Salaries.

(1) The rates payable in respect of the ordinary hours of duty shall be as prescribed hereunder. The rates prescribed for Commissioned Officers include allowances for duties performed beyond eighty (80) hours per fortnight and for work performed on public holidays and at weekends:-

(a) Basic Wage:

			Pe	r W	eek	Per Annum
			£	s.	d.	£
Metropolitan			14	18	9	779
South-West			14	17	3	775
Other			14	11	6	760
b) Margins per	annur	n o'	ver	Ba	sic	Wage:

(i) Inspectors-

C

(

			£
	Chief Inspector		1,936
	1st Class Inspector		1,644
	2nd Class Inspector		1,538
	3rd Class Inspector		1,485
(ii)	Uniformed and Detective	Sergeants	5—
	1st Class		815
	2nd Class		745
	3rd Class		678
iii)	Other Ranks—		
	20 years service and ov	er	573
	10 to 20 years		495
	5 to 10 years	•• ••••	420
	<u>3 to 5 years</u>	•• ••	375
	Under 3 years		341
	Probationary Constables		160

(2) (a) For the purpose of ascertaining the rate er fortnight the total annual salary shall be per multiplied by 12 and divided by 313.

(b) For the purpose of ascertaining the rate per day the rate per fortnight shall be divided by 10.

(3) The rates prescribed in paragraph (b) of subclause (1) of this clause shall, where necessary, be adjusted as from the 1st July of each year dur-ing the currency of this Award on a basis of comparison with the Eastern Mainland States to be agreed between the parties or, failing agreement, to be determined by the Court.

7.-Higher Duties.

(1) Where any position classified under Industrial Agreement No. 6 of 1961 becomes temporarily vacant and an employee whose ordinary rate of pay is lower than the minimum rate applicable to the vacant position is instructed to act in that position he shall be paid at the higher rate for the time he so acts if the acting period exceeds ten (10) consecutive working days. (2) The provisions of subclause (1) of this clause shall also apply—

- (a) where any employee relieves a District Inspector who is sick or absent from his district; and
- (b) in any other case where the Commissioner is of the opinion that the employee concerned has carried out duties involving greater responsibilities than may normally be expected of an employee of his rank. Provided that the Commissioner's decision under this paragraph shall be final.

8.—District Allowances.

District Allowances shall be paid in accordance with the scale in force from time to time in the Public Service of Western Australia.

9.-Risk of Infection.

An employee engaged in escorting persons suffering from leprosy shall be paid a special allowance of twenty shillings (20s.) per day or part thereof whilst actually engaged in escorting such persons.

10.—Travelling Allowances.

Intra-State.

(1) If an employee travels on official business between his headquarters and a place situated outside a radius of fifteen miles measured from his headquarters, and is necessarily absent from his headquarters overnight, he shall be paid at the rate stated adjacent to either Item 1 or 2 in the schedule hereto, as the case may require. Where an allowance under this subclause is pay-able for less than a day the allowance shall represent in equal proportions the expenses for three meals and a bed. For the purposes of computing expenses in respect of arrival at or departure from an employee's headquarters, breakfast shall be allowed for if arrival is later or departure earlier than 9.0 a m lunch if avrival is far or departure than 8.00 a.m., lunch if arrival is later or departure earlier than 1.00 p.m., dinner if arrival is later or departure earlier than 6.00 p.m., and bed if arrival is later than 11.00 p.m.: Provided that-

- (a) an employee who travels on official business which does not involve an absence from headquarters overnight, shall only be paid at the rates stated adjacent to Item 4, in the schedule hereto, as the case may require, subject to the employee's certification that each meal claimed for was actually purchased;
- (b) the rate stated adjacent to Item 1 in the schedule hereto, shall apply to all em-ployees who travel on official business in the company of an employee ordinarily entitled to such rate, if the last mentioned employee certifies accordingly;
- (c) an employee who travels officially with a Minister of the Crown shall be paid at the rate stated adjacent either to Item 1 or 4, in the schedule hereto as the case may require, for expenses necessarily incurred whilst travelling in the company of the Minister:
- (d) when an employee travels by railway and is provided with a sleeping berth, onefourth deduction shall be made from the daily rate, except when a bed has been paid for elsewhere for a portion of the night and a certificate to that effect is supplied by the employee when lodging his claim:
- (e) when an employee travels on board a vessel and the fare paid includes subsistence, reimbursement of expenses shall be at a rate equal to fifteen per cent. of the passage money calculated on the single fare or one third of the appropriate rate stated adjacent to Item 1 or 2 in the schedule hereto, whichever is the greater;
- (f) an employee who, when travelling on official business, stays at any government institution or travels in a ministerial railway coach free of charge, shall only be paid at the rate stated adjacent to

Item 5 in the schedule hereto, for the period spent at such institution or on such coach:

(g) where an employee is travelling on official business and is provided with quarters free of charge, one-fourth shall be deducted from the appropriate daily rate.

(2) The daily rates of reimbursement prescribed by subclause (1) shall be increased by an amount stated adjacent to Item 3 in the schedule hereto when an officer travels on land or by air within or to the North-West.

(3) (a) An employee with headquarters located outside the metropolitan area who travels to Perth on official business and, as a result, is required to stay at a city hotel over one or more nights, shall be paid at the rate stated adjacent to Item 6 in the schedule hereto for expenses necessarily in-curred in respect of such city hotel accommodation.

If such an employee does not stay at a city hotel or is not absent from his headquarters overnight any expenses necessarily incurred in respect of his travel to Perth shall be reimbursed at the appropriate rate prescribed by subclause (1);

(b) For the purpose of this subclause a city hotel is any hotel included in the area bounded by Wellington Street in the North, the Swan River in the East and the South and George Street in the West.

(4) An employee stationed in the metropolitan area who is relieving at or temporarily transferred to any place within that area shall not be reto any place within that area shall not be re-imbursed the cost of meals purchased, but an employee travelling on duty within the metro-politan area which requires his absence from his headquarters over the usual meal period shall be paid at the rate set out adjacent to Item 7 in the schedule hereto for each meal necessarily pur-chased, provided that—

- (a) such travelling is not within the suburb in which the employee resides; and
- (b) an employee's total reimbursement under this subclause for any one pay period shall not exceed the amount set out adjacent to Item 8 in the schedule hereto.

(5) An employee who is prevented by continuous duty from taking a meal during the recognised meal period shall be paid the allowance set out adjacent to Item 7 in the schedule hereto.

(6) For the purpose of subclauses (4) and (5) of this clause the recognised meal periods shall be:--

- Breakfast—7 a.m.—9 a.m. Lunch—12 noon—2 p.m. Dinner—5 p.m.—7 p.m.

(7) Where the officer-in-charge certifies that an employee whose shift commenced after 5 p.m. and before 7 a.m. was unable to have a meal within bloves 30 minutes of commencing duty the em-ployee shall be paid the allowance set out adjacent to Item 7 in the schedule hereto.

(8) An employee shall not be paid an allowance under more than one of the subclauses (4), (5) and (7) in respect of any one meal.

Inter-State.

(9) An employee who travels on official business beyond the limits of the State but within the Commonwealth shall be paid at the rate stated adjacent to Items 9 or 10 in the schedule hereto as the case may require. Where an allowance under this subclause is payable for less than a day the allowance shall be computed in accordance with subclause (1) hereof: Provided that—

- (a) when an employee travels by railway between Perth and Adelaide and the fare paid includes subsistence, reimbursement of expenses shall be at a rate equal to 15 per cent of the single fare of such journey;
- (b) when an employee travels on board a vessel and the fare paid includes subsistence, reimbursement of expenses for the time spant at sea or on board vessel shall be at a rate equal to either 15 per cent of the passage money calculated on single fare

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or one third of the appropriate rate stated adjacent to Item 1 or 2 in the schedule hereto whichever is the greater; and

(c) an employee shall be reimbursed at the rate stated adjacent to Item 9 and 10 in the schedule hereto as the case may require for any period spent in travelling by aircraft to and from Perth or in travelling by aircraft or railway between other States.

General.

(10) If on account of lack of suitable regular transport facilities an employee necessarily engages lodgings in Perth or other place in which his headquarters are situated, for the night prior to commencing travelling in order to travel by an early morning transport, he shall be reimbursed the reasonable cost of such lodging in addition such other reimbursement authorised by t this clause.

(11) An employee who travels on official busi-ness shall be allowed first class fares and in addition to any reimbursement of expenses at the appropriate rate prescribed by this clause, shall be reimbursed reasonable incidental expenses such as tram, bus and motor fares, if, in the opinion of the Commissioner such expenses were warranted.

(12) Reimbursement of expenses at the rates prescribed by this clause shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of the Police Regulations.

(13) Where it can be shown to the satisfaction of the Commissioner by the production of receipts or other evidence that reimbursement at the rates prescribed in this clause would be insufficient to meet an employee's reasonable out-of-pocket expenses, he shall be paid the difference fully to reimburse him.

(14) Where an employee is relieving or performing special duties and comes within the provisions of subclause (1) of Clause 11 the place at which the relief or special duty is being performed shall be deemed to be the employee's headquarters for the purpose of this clause, but no allowance shall be payable under this clause unless the Commissioner so approves.

(15) The allowances prescribed in this clause shall be automatically varied whenever any variation occurs in relevant Public Service allowances.

Schedule-Travelling Allowances.

Nature of Travel Intra-State: Involving an absence from headquarters overnight—	Ra s.	te d.	Item
(i) Commissioned Officers—per day	54	0	1
(ii) Other employees—per day	50	6	2
North-West:			
Appropriate rate as prescribed above			
plus—per day	4	0	3
Not involving an absence from head-			
quarters overnight—			
Breakfast—per meal	8	0)	
Lunch—per meal	9	0}	4
Dinner—per meal	10	0	
Whilst staying at a Government insti-			
tution or travelling in a ministerial			
railway coach—per day	4	0	5
Involving an overnight stay at City			
hotel—per day	64	6	6
Involving the purchase of a mid-day			
meal within the metropolitan area-			
(i) Per meal	5	0	7
(ii) Maximum reimbursement per			
pay period	25	0	8
Inter-State:			
Beyond the limits of the State but			
within the Commonwealth-			
(i) Capital cities—per day	84	0	9
(ii) Other—per day	70	0	10

11.-Relieving Allowances.

Intra-State.

(1) A married or single employee who is required to take up duty away from his usual headquarters to relieve another employee or to perform special duty, and necessarily lodges or resides temporarily away from his usual place of residence, shall, except where otherwise provided, be paid, in addition to any district allowance, at the rate stated adjacent to either Item 1 or 2 in the schedule hereto, as the case may require, up to a maximum period of ten days after arrival at the new locality.

(2) If the period of relief or special duty exceeds ten days a married employee shall be paid at the rate stated adjacent to Item 3 and a single employee at the rate stated adjacent to Item 4 in the schedule hereto, for the period of relief or special duty in excess of ten days.

(3) The period of relief or special duty shall be deemed to be continuous for the purposes of this clause notwithstanding that the employee may be temporarily absent on duty from the place at which the relief or special duty is being performed.

(4) The allowances prescribed by subclauses (1) and (2) shall be increased by the amount stated adjacent to Item 5 in the schedule hereto, when an employee is required to relieve or perform special duty in the North-West.

(5) When an employee who is required to relieve or perform special duties away from his usual headquarters is permitted by the Commissioner to travel to the new locality in his own motor vehicle, he shall be reimbursed the cost of petrol and oil for the return journey: Provided that the maximum amount of reimbursement under this subclause shall not exceed the cost of the first class rail fare for such return journey.

(6) An employee relieving or performing special duty at a place to which a district allowance is applicable, shall be paid that district allowance for the period of relief or special duty.

(7) An employee relieving at any station where extraneous duties are performed shall, as relieving officer, perform such extraneous duties and shall receive all emoluments attached thereto for the time he is so relieving.

Inter-State

(8) A married or single officer who is required to relieve another or perform special duty outside the limits of the State but within the Common-wealth if board and lodging is not provided, shall be paid from the time of arrival at the new locality the rate stated adjacent to either item 6 or 7 in the schedule hereto as the case may require: Provided that the period of reimbursement under this subclause shall not exceed twenty-eight (28) days without the approval of the Commissioner.

General.

(9) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement may be deteran mined by the Commissioner.

(10) The allowances prescribed in this clause shall be automatically varied from time to time as required so as to maintain their relativity with to relevant allowances applicable the Public Service.

Schedule.

Relieving Allowances. Particulars Rate Item Intra-State: First 10 days after arrival at new locality-(a) Commissioned Officers 54s. per day 1 $(\mathbf{k}$

(b) Other employe	es	 50s. 6d. per day	2
Period of relief in exce	ess of		
10 days—			
(a) Married employ	'ee	 Appropriate rate	
		as in Item 1 or 2	
		less 25%	3

Relieving Allowances-	continued.	
Particulars	Rate	Item
(b) Single employee	14s. per day	4
Relief in North West-		
Appropriate rate as pre-		
scribed above plus	4s. per day	5
Inter-State:		
Where board and lodging are not		
provided—		
(a) Commissioned Officers	Capital City	J
	84s. per day	6
	Other	ſ
	70s. per day]
(b) Other employees	Capital City	j
	80s. per day	7
	Other	ſ
	66s. per day)

12.—Transfer Allowances.

(1) Employees transferred from one station to another---

- (a) in the public interest; or
- (b) in the ordinary course of promotion and transfer; or
- (c) on account of illness due to causes over which the employee has no control.

shall, if the transfer necessitates a change in the place of residence of the employee, be paid allowances in accordance with the following provisions of this clause.

(2) Employees when travelling on transfer in accordance with subclause (1) of this clause, shall be paid travelling allowances in accordance with clause 10 of this Award.

(3) (a) In the case of a married employee the allowance prescribed by subclause (2) shall be payable until the end of the day immediately following the day of arrival at his new headquarters.

(b) In addition, a married employee who vacates his residence prior to his departure for his new headquarters shall be paid the foregoing allowance from the time he necessarily vacates his residence (to be proved to the satisfaction of the Commissioner) until the time of such departure.

(4) If a married employee who is transferred to a station at which quarters are not provided has not obtained reasonable accommodation for the transfer of his home at the expiration of the time for which travelling allowance is payable under the foregoing provisions of this clause, he shall be reimbursed his reasonable out of pocket expenses until he obtains such reasonable accommodation. Provided that such reimbursement shall not be made—

- (a) unless the Commissioner is satisfied that the employee has taken all reasonable steps to obtain such accommodation; and
- (b) for a period exceeding seventy-seven (77) days.

(5) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an officer on transfer an appropriate rate of reimbursement may be determined by the Commissioner.

(6) The lodging allowance prescribed in subclause (3) of clause 14 of this award shall not be payable during any period for which reimbursement is made pursuant to subclauses (4) or (5)of this clause.

13.—Mileage Allowances.

(1) An employee who is authorised to receive a car hire allowance because he is required to place his motor vehicle at the disposal of the Police Department for the performance of normal police duties, shall be paid an allowance of two pounds $(\pounds 2)$ for each calendar month he is so required.

(2) Any employee who is required to use his motor vehicle for the performance of police duties shall be paid an allowance of one shilling (1s.) for each mile necessarily travelled.

(3) The foregoing provisions of this clause shall not prevent the Commissioner from granting allowances in excess of those prescribed therein for use of an employee's motor vehicle in the North-West.

(4) An employee who transports himself and his family by car when travelling on transfer to a station at which he will come within the provisions of subclause (1) of this clause, shall be paid an allowance of one shilling (1s.) for each mile necessarily travelled.

14.—Additional Allowances.

(1) Subject to the provisions of clause 7 of this Award there shall be paid to an employee while occupying a position or performing any of the duties specified in Column 1 hereunder the appropriate annual allowance prescribed in Column 2.

Officer-in-Charge, Traffic Branch 1 Officer-in-Charge, Liquor and Firearms Branches 1 Officer-in-Charge, Metropolitan Area 1 Officer-in-Charge, Fremantle District 1 Senior Prosecuting Officer at Perth, if below the rank of Inspector 1 Assistant Prosecuting Officer at Perth 1 Senior Prosecuting Officer at Perth, if below the rank of Inspector 1	00 00 00 00 20 60	s. 0 0 0 0 0 0 0 0 0	d. 0 0 0 0 0 0 0 0
Officer-in-Charge, Criminal Investigation Branch 1 Officer-in-Charge, Traffic Branch 1 Officer-in-Charge, Liquor and Firearms Branches 1 Officer-in-Charge, Metropolitan Area 1 Officer-in-Charge, Fremantle District 1 Senior Prosecuting Officer at Perth, if below 1 Assistant Prosecuting Officer at Fremantle, if 1 Senior Prosecuting Officer at Fremantle, if 1	00 00 00 00 00 20 60	0 0 0 0 0 0 0	0 0 0 0 0 0 0
Officer-in-Charge, Traffic Branch 1 Officer-in-Charge, Liquor and Firearms Branches 1 Officer-in-Charge, Metropolitan Area 1 Officer-in-Charge, Fremantle District 1 Senior Prosecuting Officer at Perth, if below the rank of Inspector 1 Assistant Prosecuting Officer at Perth 1 Senior Prosecuting Officer at Perth, if below the rank of Inspector 1 Senior Prosecuting Officer at Perth, if below 1	00 00 00 00 20 60	0 0 0 0 0	0 0 0 0 0
Officer-in-Charge, Liquor and Firearms Branches 1 Officer-in-Charge, Metropolitan Area 1 Officer-in-Charge, Fremantle District 1 Senior Prosecuting Officer at Perth, if below 1 Assistant Prosecuting Officers at Perth 1 Senior Prosecuting Officer at Perth, if below 1 below the rank of Inspector 1 Assistant Prosecuting Officer at Fremantle, if below the rank of Inspector 1	00 00 00 20 60	0 0 0 0	0 0 0 0
Officer-in-Charge, Metropolitan Area 1 Officer-in-Charge, Fremantle District 1 Senior Prosecuting Officer at Perth, if below 1 Assistant Prosecuting Officers at Perth 1 Senior Prosecuting Officer at Fremantle, if 1 below the rank of Inspector 1 1 Assistant Prosecuting Officers at Perth 1 Senior Prosecuting Officer at Fremantle, if 1 below the rank of Inspector	00 00 20 60	0 0 0	0 0 0
Officer-in-Charge, Fremantle District 1 Senior Prosecuting Officer at Perth, if below 1 Assistant Prosecuting Officers at Perth 1 Senior Prosecuting Officer at Fremantle, if 1 below the rank of Inspector	00 20 60	0 0 0	0 0 0
Senior Prosecuting Officer at Perth, if below the rank of Inspector 1 Assistant Prosecuting Officer at Perth Senior Prosecuting Officer at Fremantle, if below the rank of Inspector	20 60	0	Ō
the rank of Inspector 1 Assistant Prosecuting Officers at Perth Senior Prosecuting Officer at Fremantle, if below the rank of Inspector	60	0	Ō
Assistant Prosecuting Officers at Perth Senior Prosecuting Officer at Fremantle, if below the rank of Inspector	60	0	-
Senior Prosecuting Officer at Fremantle, if below the rank of Inspector	60	0	0
below the rank of Inspector	60	0	0
Officer-in-Charge Wireless Branch being the			
holder of at least a Second Class Operator's			
Certificate of Proficiency (inclusive of any			
other Special Duties Allowance) 1	.00	0	0
Senior Technical Officer, Traffic Branch	50	0	0
Engineer, Police Launch (when qualified)	37	0	0
Officer-in-Charge of a Station required to occupy			
departmental quarters attached or adjacent			
thereto	55	0	0
Detectives, including Probationary Detectives	90	0	0
Members of the Gold Stealing Detection Staff			
who are not Detectives	90	0	0
Wireless Operators, upon appointment	18	0	0
Wireless Operators if in possession of at least			
a Second Class Commercial Operator's Cer-			
tificate of Proficiency	46	0	0
Officer-in-Charge Fingerprint Section if below			
the rank of Inspector and including Detective			
	136	0	0
Fingerprints-after 5 year's experience and			
upon being classed as having attained expert			
status	46	0	0
Traffic Police :			
Regularly employed on road patrol duties	46	0	0
Regularly employed on outside Accident			
Inquiry duties	37	0	0

(2) Commissioned Officers in the Liquor Inspection Branch and Sergeants and Constables performing police inquiry duties in plain clothes shall be paid an allowance of £55 per annum. Provided that this allowance shall not be payable—

- (a) unless such duties are performed for a period exceeding ten (10) consecutive working days; or
 (b) to members of the Force temporarily per-
- (b) to members of the Force temporarily performing in plain clothes ordinary patrol duties of the same nature as are carried out by uniform constables on beat duty, on wireless patrol or as motor drivers; or
- (c) to members of the Inquiry Staff attached to the District Office or Central Station, Perth.

(3) When an employee is not provided with quarters he shall, if he is a commissioned officer, be paid £60 per annum and, if he is a non-commissioned officer or constable £55 per annum in lieu of quarters.

(4) Commissioned Officers shall receive a uniform and boot allowance of £75 per annum.

(5) Every member of the Force detailed to carry out duties in his civilian clothes for a fortnight or more in any one calendar year shall be paid a clothing allowance of £75 per annum.

(6) Members of the uniformed police shall be paid a boot allowance of $\pounds 10$ per annum.

15.—Pro Rata Payment of Allowances.

(1) Wherever in this Award an allowance is expressed as an annual rate pro rata payment only shall be allowed if an employee does not qualify for the allowance for a complete year.

(2) For the purpose of ascertaining a fortnightly or daily rate of an annual allowance the formula prescribed in subclause (2) of clause 6 shall apply.

(3) Daily rates of allowance computed in accordance with the foregoing formula shall be payable in respect of days of ordinary duty only.

16.—Prisoners Rations.

(1) Where employees are called upon to ration prisoners they shall be allowed four shillings (4s.) per meal at all stations in the North-West and three shillings and sixpence (3s. 6d.) per meal at all other stations except where the contract system is in force.

(2) When the actual and necessary expenditure for any meal exceeds the foregoing amount, a fair and reasonable allowance shall be granted by the Commissioner.

17.-Trackers Allowance.

Where employees are obliged to supply rations to native trackers they shall be paid ten shillings (10s.) per day.

18.—Hours of Duty.

(1) The ordinary hours of duty for employees under this Award shall be eighty (80) to be worked in any ten (10) days per fortnight in accordance with the provisions of this clause.

(2) (a) The ordinary hours of duty at a centre shall be worked in three shifts or reliefs as set out hereunder which shall, as far as practicable, rotate fortnightly:-

First Relief-7 a.m. to 3 p.m.

Second Relief—3 p.m. to 11 p.m. Third Relief—11 p.m. to 7 a.m.

(b) The commencing and finishing times of these reliefs may be varied by agreement between the Commissioner and the Union.

(3) At outside stations and places other than a centre shifts of 8 continuous hours as required by local conditions shall be worked, and, where more than one shift is worked each day such shifts shall alternate at least fortnightly. This subclause shall not apply to resident officers in charge who shall have no fixed daily hours.

(4) Notwithstanding the provisions of subclause (3) of this clause at stations where two men are employed the daily hours may be worked as a broken shift—

- (a) if both employees apply in writing for permission to work such shifts; and
- (b) if both the Commissioner and the Union agree. .

(5) The ordinary hours of duty for the motor patrol shall be worked between such hours as may be agreed from time to time between the Commissioner and the Union.

(6) Each shift or relief shall be allowed forty (40) minutes for a meal at a time to be arranged by the non-commissioned officer.

(7) Where practicable each employee shall be granted his fortnightly rest days in two periods each of two days per week and also where practic-able at least one of such rest days shall be a Sunday.

(8) A roster shall be posted at each place of employment on alternate Fridays showing shifts of duty and rest days of employees for the ensuing fortnight but such roster may be varied or sus-pended by the officer in charge when, in his opinion, the circumstances call for such action in the public interest.

(9) The provisions of this clause shall not apply to commissioned officers. There shall be on fixed hours for these officers who shall be on duty as required.

(10) Subject to the provisions of this clause employees shall, where practicable-

(a) be given 24 hours' notice of any alteration of their rostered shifts; and

(b) be allowed a break of at least eight hours between shifts.

(11) The Commissioner or any commissioned or non-commissioned officer may require employees to work overtime and the employees shall work overtime in accordance with such requirements.

19.—Overtime.

(1) All time worked in excess of eighty (80) hours per fortnight shall be regarded as overtime.

(2) Subject to the provisions of subclause (5) of this clause, when an employee works overtime he shall be paid for such overtime at ordinary rates for the first six (6) hours and at time and one half thereafter.

(3) (a) An employee recalled for Court or other duty during his off duty time shall be allowed a minimum of two (2) hours' pay.

(b) In computing an employee's entitlement under this subclause, time reasonably spent in travelling from his home to his place of duty and return up to a maximum of one hour and a half shall be treated as time worked.

(4) Records of overtime worked shall be kept at each station and shall be available at all reasonable times for inspection by the employee concerned and the Secretary of the Union.

(5) (a) An employee recalled for duty on his rostered day off duty shall be paid for the time worked at the rate of time and one half. Pro-vided that where the full day is worked payment shall not be made unless the employee is not given a day off in lieu within the fortnight.

(b) Payment under this subclause shall stand alone and shall not affect the application of sub-clause (2) of this clause to other overtime worked.

(6) An employee performing more than two (2) hours' overtime after 11.00 p.m. shall, if the over-time is continuous with his shift, be paid a meal allowance of four shillings (4s.) but only if he is not already in receipt of a travelling allowance.

(7) The provisions of this clause do not apply to commissioned officers.

20.-Extra Payment for Weekend and Other Duty.

For shift work and for work performed between midnight Friday and midnight Sunday and on public holidays, employees other than commis-sioned officers and probationary constables shall be paid the following allowances:—

				Per Annum.		
Sergeants—				£	s.	d.
1st Class				100	0	0
2nd Class				100	0	0
3rd Class				100	0	0
Constable (inc and plain clo						
detectives)						
20 years' S	Service	and	over	85	0	0
10-20 years'	servic	е		85	0	0
5 to 10 yea	rs'ser	vice		70	0	0
3 to 5 year	s' serv	ice		70	0	0
Under 3 yea	ars' ser	vice		70	0	0

21.—Annual Leave.

(1) Each employee shall be granted annual leave of twenty-eight (28) days including eight (8) rest days on full pay during each year of ser-vice. Any employee stationed in the north-west or Kimberley district and who desires to commence his leave in the south shall not commence such leave until after arrival at Fremantle. Provided that any officer stationed at a place where, im-mediately prior to the issue of this Award, thirty-five (35) days annual leave was allowed shall be granted 35 days' annual leave inclusive of ten (10) rest days.

(2) Where any employee on leave is recalled to attend at Court or perform other duties for a period of eight (8) hours or part thereof, he shall be paid witness fees where the Court allows them or be granted one (1) day's leave for each such period.

(3) A roster shall be posted for the information of employees showing the commencing and finishing dates of annual leave.

22.—Police Youth Clubs.

(1) Members of the Police Force appointed to full time Youth activities with the Federation of Western Australian Police and Citizens Youth Clubs (Inc.) shall be granted an allowance of one pound and one shilling ($\pounds 1$ 1s.) per week whilst so appointed.

(2) Members of the Police Force appointed to perform duties involving not less than 50 per cent. of their time on youth work, shall be paid an allowance of ten shillings and sixpence (10s. 6d.) per week whilst so appointed.

23.-Board of Reference.

(1) A Board of Reference is hereby appointed for the purpose of this award. Such board shall consist of a Chairman and two other representatives, one to be nominated by each of the parties and the Chairman to be selected by the representatives of the parties if they can agree, otherwise to be appointed by the Court.

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

- (a) deciding matters specifically referred to in this award as being the subject matter of a decision of the Board;
- (b) 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;
- (c) deciding all matters and questions referred to in the award as being the subject of mutual agreement between the parties if not agreed upon; and
- (d) deciding any other matter that the Court may refer to such Board from time to time.

24.—Fares Whilst Travelling.

(1) An employee when travelling on duty or on transfer by coastal boat or train (except when actually escorting prisoners) shall be provided with saloon accommodation on boat and 1st class accommodation on train. Similar accommodation shall be provided for the wife and family of an employee on transfer.

(2) When travelling overnight by train, 1st class sleeping accommodation shall be provided by the Department if available. Provided that when a sleeping berth is provided, the bed allowance will not apply.

25.—Long Service Leave.

(1) (a) Commissioned Officers shall be granted similar long service leave as is enjoyed by members of the Public Service under the Public Service Act, 1904.

(b) Employees other than commissioned officers will become entitled to thirteen (13) weeks long service leave---

- (i) after a period of ten (10) years continuous service in a full time capacity; and
- (ii) after a further period of ten (10) years continuous service in a full time capacity; and
- (iii) after each further period of seven (7) years continuous service in a full time capacity.

(2) Any employee who resigns or is retired from the service except as provided in subclause (3)shall be paid for long service leave due to him at the time of resignation or retirement.

(3) Any employee who retires or is retired upon reaching the retiring age or through ill health shall be paid for long service leave pro rata to date of retirement.

(4) If a deceased employee who had served continuously for at least twelve months next before his death leaves a widow, dependent children, mother or invalid sister, payment pro rata of long service leave up to the date of such employee's death shall be granted to such dependant or dependants. (5) An employee dismissed or removed from the Service shall not be entitled to payment in respect of long service leave other than for leave that had accrued due to him prior to the date of the offence for which he was dismissed or removed.

(6) A female employee resigning from the Force for the purpose of getting married and who has been continuously employed for three (3) years or more shall be granted payment pro rata of her long service leave at the date of retirement.

26.-Drill Instructions or Parades.

Drill instructions or parades shall be given or held during working hours. If an employee is detailed to attend a drill or parade outside the ordinary working hours he shall be allowed time off equivalent to the time occupied in and travelling to or from such drill or parade.

27.-Vacancies to be Advertised.

When any station becomes vacant, or when a vacancy occurs in the plain clothes section of the Uniform Branch, Pillage Prevention Staff, Water Police, Clerks of District Offices, Probationary Section of Criminal Investigation Branch, Traffic Branch, Liquor Inspection Branch, Firearms Branch, Fingerprint and Wireless Branch, Clerical Section of C.I.B., Inquiry Branch and Staff Clerk at Chief Office, Prosecuting Officer, Assistant Prosecuting Officers, Sergeant in Charge of Police Instructional School and Sergeant Assistant to Police Coroner, the Commissioner of Police, before filling such vacancy, shall cause a notice to be published in the *Police Gazette*, inviting applications from employees who are desirous of their claims being considered for such vacancy. Provided that if a vacant station or positions is filled by transfer of an employee from another station, the consequential vacancy may be offered to the applicants for the first vacancy.

28.—Sanitary and Water Rates.

(1) Water rates shall be borne by the Department where an employee is compelled to occupy guarters.

(2) An employee shall pay sanitary rates when the sanitary conveniences are solely for the private use of the employee and his family, otherwise these shall be paid by the Department.

29.—Furnishing of Quarters.

An employee occupying quarters shall be supplied with blinds, fiy-proof doors and windows, a copper and troughs.

30.—Typewriters.

An employee who uses his own typewriter for Departmental work of any kind shall be supplied by the Commissioner with ribbons for the use of that machine and the typewriter shall be repaired or serviced by the Department as required.

31.—Torches.

An employee on afternoon or night relief shall be supplied with an efficient electric torch where necessary.

32.-No Reduction.

This award shall not in itself operate so as to reduce any allowance payable to any employee if such allowance was, immediately prior to the date of issue of the award, higher than that prescribed in the award.

33.—Posting of Award.

A copy of this award shall be posted up at each station.

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 1st day of December, 1961.

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

Filed at my office this 1st day of December, 1961. (Sgd.) G. MELLOWSHIP, Clerk of the Court.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (188) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-Trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers, de-termined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952 doth hereby order. 1952, doth hereby order-

That the Shop Assistants' (Bunbury) Award No. 30/1952, be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by this Order.

Dated at Perth this 22nd day of September, 1961.

By the Court,

[L.S.]

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

Schedule.

Clause 8.—Hours.

Add the following as (1)-Paragraph (iv) of subclause (a) and (2)-Paragraph (iii) of subclause (c):-

In the week commencing on Monday im-mediately preceding Easter Day the week's work in ordinary hours shall be thirty-two (32) hours on the basis of eight (8) hours each day Monday to Thursday inclusive between 8.30 a.m. and 5.30 p.m., without thereby making the employer liable for payment of overtime by reason of the fact that in a pay week of which any part of such period forms a part the ordinary hours worked exceed forty (40). Liberty is reserved to the parties to apply to vary this amendment.

Clause 11.-Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:

(a) The following days, or the days observed in lieu shall subject to Clause 10 be allowed as holidays without deduction of pay, namely— New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christ-mas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days newed in the gubeleue of the days named in the subclause.

Clause 12.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:-

- (f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and bv mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (131) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (255) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-dustrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers determined that various Awards and Inployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Sugar Refinery Workers' Agreement No. 36 of 1960 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amend-ments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court.

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

Schedule.

Clause 9.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:

(a) (i) The following days, or the days observed in lieu shall, subject to subclause 7 (b), be allowed as holidays without deduc-tion of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the sub-clause. clause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeedholiday shall be observed on the next succeed-ing Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 10.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:-

(f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (227) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and hereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Aus-tralian Trade Unions' Industrial Council, AL.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers con-ferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Derby Meat Processing Agreement No. 2 of 1959 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.]

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

Schedule.

Clause 15.-Holidays and Holiday Rates. Delete subclauses (a) and (c) of this clause and insert in lieu thereof the following:-

- (a) (i) The following days, or the days observed in lieu shall subject as hereinafter provided be allowed as holidays without deduction of pay namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sover-eign's Birthday Christmas Day and eign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be ob-served on the next succeeding Tues-day is a sub case the substituted day; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Re-letter subclauses (d), (e) and (f) as (c), (d) and (e) respectively.

Clause 16.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:-

- (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this (f) clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (214) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers, determined that various Awards and Industrial Agreements be amended: Now, therefore. Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Bulk Wheat Handling (Country Sidings) Award No. 53 of 1951, be and the same is hereby amended in the terms of the statistical schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961 By the Court,

[L.S.]

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

Schedule.

Clause 13 .--- Holidays and Annual Leave.

Delete subclause (a) of this clause and insert in lieu thereof the following:-

- (a) (i) The following days, or the days observed in lieu shall subject as hereinafter provided be allowed as holidays without deduction of pay, namely— New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that an-other day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subleuse. the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without de-duction of pay in lieu of the day for which it is substituted.

Delete subclause (k) of this clause and insert in lieu thereof the following:-

- (k) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and bv mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (21) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (215) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the the stid summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers, determined that various Awards and Industrial Agreements he amended: Now therefore Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Wine and Spirit Industry Em-ployees' Award No. 36/1955, be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order—

[L.S.]

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to Award No. 23 of 1950 and certain other Shop Assistants' Awards or Agreements, amended in the same manner.

Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clause 15.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:-

- (a) (i) The following days, or the days ob-served in lieu shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely— New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, sovereign's Birthday, Christmas Day and Boxing Day. Provided that an-other day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 16.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:-

- (f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (152) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (242) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of In-dustrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers determined that various Awards and Inployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore, the Court, in pursuance of the power's conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Firemar (J. Kitchen and Sons Pty. Ltd.) Agreement No. 7/1951, be and the same is hereby amended in the terms of the at-tached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

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

Schedule.

Clause 6.-Holidays (Public). Delete this clause and insert in lieu thereof the following:-

6.-Holidays (Public).

6.—Holidays (Public).
(a) The following days, or the days observed in lieu shall, subject to clause 8, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foun-dation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrange-ment between the parties, in lieu of any of the days named in the subclause days named in the subclause.

(b) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 18.—Annual Leave.

Delete subclause (g) of this clause and insert in lieu thereof the following:-

(g) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (168) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (219) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Wool, Hide and Skin Store Employees' Award No. 35/1955 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961,

and doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours Amendments to Award No. 23 of 1950 and certain other Shop Assistants' Awards or Agreements, amended in the same manner.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.]

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

Schedule.

Clause 25.—Holidays and Annual Leave.

Delete subclause (a) of this clause and insert in lieu thereof the following:----

- (a) (i) The following days, or the days observed in lieu shall subject to Clause 16 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:—

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (155) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (206) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of the Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Tobacco Growers' Award No. 45/1949 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clause 18.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

- (a) (i) The following days, or the days observed in lieu shall subject as hereinafter provided be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 19.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:---

- (f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (146) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (232) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Miscellaneous Workers' (Drum Reclaiming) Agreement No. 5 of 1961 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order—

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court.

[L.S.]

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

Schedule.

Clause 7.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

- (a) (i) The following days, or the days observed in lieu shall subject to clause 6 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:—

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Clause 26.—Long Service Leave.

Add to this clause the following words: "as amended by the deletion of paragraph (4) of subclause (f)."

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (217) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Wood Extract Workers' Award, No. 12/1957 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court,

[L.S.]

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

Schedule.

Clause 17.-Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

- (a) (i) The following days, or the days observed in lieu shall subject to clause 6 be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:—

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (154) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (239) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Engine Drivers and Firemens' (Kalgoorlie Power Corporation) Agreement No. 10 of 1956 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.]

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

Schedule.

Clause 14.—Holidays.

Delete this clause and insert in lieu thereof the following:---

Clause 14.—Holidays.

The following shall be observed as holidays without deduction of pay: Christmas Day, Good Friday, Easter Monday, Labour Day and one additional day in each calendar year to be nominated by the employer. Where Christmas Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday; in such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted. Provided that any worker who does not present himself for work (if required) on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance or misconduct. All work performed on any of the aforementioned holidays by workers other than those on continuous process shall be paid for at double time except work in connection with repairs to machinery which has broken down and caused a stoppage of operations, when the rate shall be time and a half throughout. All work performed on any of the aforementioned holidays by workers on continuous process shall be paid for at the rate of time and a half.

Clause 15.—Annual Leave.

Delete subclause (b) of this clause and insert in lieu thereof the following:—

(b) Three (3) weeks holiday including fifteen (15) working days on full pay shall be granted once in each year to every worker. Provided he has worked two hundred and forty-one (241) shifts at ordinary rates of pay, and should he have worked less than two hundred and forty-one (241) such shifts when the said holiday is taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays. Payment for the said holiday shall be at the rate of pay the worker is receiving immediately before the holiday is taken or employment terminated. Provided further that where the worker is justifiably dismissed for misconduct he shall not be entitled to the benefit of the provisions of this clause. In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (169) of 1953.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (243) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the West Australian Plaster Mills Pty. Ltd. Agreement No. 14 of 1958 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court.

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

Schedule.

Clause 14.-Holidays and Annual Leave.

Add the following new paragraph to subclause (a) of this clause:—

Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (j) of this clause and insert in lieu thereof the following:—

(j) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (140) of 1961.

In the matter of the Industrial Arbitration Act. 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave. Public Holidays. Annual Leave and Hours should not be amended: and heave and Hohrs should hot be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Aus-tralian Trade Unions' Industrial Council, AL.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers con-ferred on it by Section 61 of the Industrial Arbitration Act. 1912-1952, doth hereby order

That the Metal Trades (Timber Industry) Award No. 15 of 1954 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September. 1961.

By the Court,

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

Schedule.

Clause 7.—Holidays.

1. Delete subclauses (a) and (h) and insert in lieu thereof the following:

(a) (i) The following days, or the days ob-served in lieu shall subject to Clause 6 be served in lieu shall subject to Clause 6 be allowed as holidays without deduction of pay, namely: New Year's Day. Australia Day. Good Friday. Easter Monday. Anzac Day. Labour Day. Foundation Day. Sovereign's Birthday. Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties. in lieu of any of the days named in the subclause. Subject to another day being allowed in lieu of Sovereign's Birthday at any particular mill by agreement between the Union and the employer concerned.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday: in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

2. Delete paragraphs (i) and (ii) of subclause (j) and insert in lieu thereof the following:

(i) Subclause (a) hereof shall not apply, except in the case of Anzac Day. Labour Day and Sovereign's Birthday, subject to another day being allowed in lieu of Sovereign's Birthday at any particular mill by agreement between the Union and the employer concerned.

(ii) Subclause (c) hereof shall not apply. but, except as hereinafter provided, a period of two consecutive weeks' leave at Christmas time and also the day immediately preceding Good Friday, Good Friday and the week immediately succeeding such days, with payment of ordinary wages as prescribed, shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.

Long Service Leave.

Delete paragraph (4) of subclause(f) of the Long Service Leave clause added by Order No. 55 (96) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (200) of 1961.

In the matter of the Industrial Arbitration Act. 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave. Public Holidays. Annual Leave and Hours should not be amended: and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by said summonses came on for hearing on the 20th in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act. 1912-1952, doth hereby order-

That the Superphosphate Workers' Award No. 6/1961 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order.

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September. 1961. By the Court.

[L.S.] (Sgd.) R. V. NEVILE. President.

Schedule.

Clause 17 .- Holidays and Annual Leave. Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) The following days, or the days observed in lieu shall subject as hereinafter provided he allowed as holidays without deduction of pay. namely—New Year's Day, Australia Day. Good Friday, Easter Monday. Anzac Day. Labour Day. Foundation Day. Sovereign's Birthday. Christmas Day and Boxing Day. Pro-vided that another day may be taken as a holi-day by arrangement between the parties. in lieu of any of the days named in the subclause.

Delete subclause (k) of this clause and insert in lieu thereof the following:-

- (k) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and bv mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Clause 22.-Long Service Leave.

Delete paragraph (4) of subclause (f) of this clause.

No. 54 (195) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Shop Assistants' (Great Southern) Award No. 11 of 1950, be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order—

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by this Order.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.]

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

Schedule.

Clause 8.—Hours.

Add the following as (1) Paragraph (iv) of subclause (a) and (2) Paragraph (c) of subclause (c):—

In the week commencing on Monday immediately preceding Easter Day the week's work in ordinary hours shall be thirty-two (32) hours on the basis of eight (8) hours each day Monday to Thursday inclusive without thereby making the employer liable for payment of overtime by reason of the fact that in a pay week of which any part of such period forms a part the ordinary hours worked exceed forty (40).

Liberty is reserved to the parties to apply to vary this amendment.

Clause 11.--Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

(a) The following days, or the days observed in lieu shall subject to Clause 10 be allowed as holidays without deduction of pay, namely —New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

Clause 12.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:—

- (f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (134) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (197) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Soap Manufacturing Award No. 32 of 1955 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

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

Schedule.

Clause 7.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

- (a) (i) The following days, or the days observed in lieu shall subject to subclause 6 (b) be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 8.—Annual Leave.

Delete subclause (g) of this clause and insert in lieu thereof the following:----

- (g) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (138) of 1958.

No. 54 (203) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Timber Yard Workers' Award No. 11 of 1951 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.]

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

Schedule.

Clause 12.—Holidays and Annual Leave.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

- (a) (i) The following days, or the days observed in lieu shall subject to clause 11 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:—

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (145) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (204) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order— That the Plywood and Veneer Workers

That the Plywood and Veneer Workers Award No. 24/1952 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court.

By the Court,

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

Schedule.

Clause 12.-Holidays and Annual Leave.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

- (a) (i) The following days, or the days observed in lieu shall subject to clause 11 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day, Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:—

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (118) of 1958.

And doth further order—

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (211) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Undertakers' Assistants Award No. 7/1926 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order—

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court, [L.S.] (Sgd.) R. V. NEVILE, President.

Schedule.

Clause 4.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

- (a) (i) The following days, or the days observed in lieu shall subject as here-inafter provided be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 5.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:—

- (f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (149) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (225) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Broome Meat Works Agreement No. 31 of 1960 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.] (Sgd.) R. V. NEVILE,

President.

Schedule.

Clause 15.—Holidays and Holiday Rates.

Delete subclauses (a) and (c) of this clause and insert in lieu thereof the following:---

- (a) (i) The following days, or the days observed in lieu shall subject as hereinafter provided be allowed as holidays without deduction of pay namely— New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Re-letter subclauses (d), (e) and (f) as (c), (d) and (e) respectively.

Clause 16.--Annual Leave.

Delete subclause (e) of this clause and insert in lieu thereof the following:---

- (e) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (228) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers determined that working and In ployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Meat Industry (Glenroy) Agreement No. 7/1954 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amend-ments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court.

[L.S.]

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

Schedule.

Clause 12 .-- Holidays and Holiday Rates.

Delete subclauses (a) and (c) of this clause and

insert in lieu thereof the following:-

- (a) (i) The following days, or the days ob-served in lieu shall subject as hereinafter provided be allowed as holimatter provided be allowed as non-days without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sov-ereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without de-duction of pay in lieu of the day for which it is substituted.

Re-letter subclauses (d) and (e) as (c) and (d) respectively.

Clause 13.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:-

- (f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more (ii) In special circumstances than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (239) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (234) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Aus-tralian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Engineers (Linesmen) Geraldton Agreement No. 2/1953 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

[L.S.]

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amend-ments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clause 10.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

(a) (i) The following days, or the days observed in lieu shall subject to subclause 9 (b) be allowed as holidays without deduction of pay namely-New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labor Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeed-ing Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:---

(h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

No. 54 (213) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Watchmakers and Jewellers' Award No. 49/1955 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomales created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court.

[L.S.]

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

Schedule.

Clause 14.—Holidays and Annual Leave.

Delete subclause (a) of this clause and insert in lieu thereof the following:—

- (a) (i) The following days, or the days observed in lieu shall subject to Clause 12 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.
 - (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Delete subclause (h) of this clause and insert in lieu thereof the following:—

- (h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (150) of 1958. (6)-55904

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 204 of 1961.

Between the City of Perth Municipality, Applicant, and West Australian Local Government Officers' Association Union of Workers, Perth, Respondent.

HAVING heard Mr. G. J. Martin on behalf of the applicant and Mr. V. Ulrich on behalf of the respondent 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 the Local Governing Bodies (City of Perth—Sub-Officers) Award Nod. 40 of 1947, as amended and consolidated by Order No. 379 of 1960, be and the same is hereby further amended in accordance with the attached schedule.

Dated at Perth this 24th day of November, 1961.

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

Schedule.

7.--Hours of Duty.

(i) Delete from subclause (c) of this clause the words "Fumigation Officer" appearing in line four (4) and insert in lieu thereof the words "Stores Officer."

(ii) Delete from subclause (e) of this clause the word "Timekeepers" appearing in line two (2) and insert in lieu thereof the words "Time and Materials Clerk, Timekeeper Clerk."

(iii) Delete subclause (g) (i) and insert in lieu thereof:—

(g) Parking Facilities Staff.

(i) Senior Inspectors, Inspectors (Clerks), Prosecuting Officer, Cashier, Assistant Cashier, and Parking Inspectors—Forty (40) hours shall constitute a week's work to be worked in shifts not exceeding eight (8) hours per day, Monday to 12 noon Saturday both inclusive.

8.—Overtime.

(i) Delete from subclause (c) of this clause the words "Fumigation Officers" appearing in line six (6) and insert in lieu thereof the words "Stores Officer."

(ii) Delete subclause (d) (1) of this clause and insert in lieu thereof the following:—

(d) Parking Facilities Staff.

(i) All work performed after 12 noon on Saturdays by officers referred to in Clause 7 (g) (1) shall notwithstanding the provisions of Clause 9 (a) be paid at the rate of time and a half for the first four hours and double time thereafter.

(iii) Delete subclause (e) of this clause and insert in lieu thereof the following:---

 (e) (i) Except as hereinafter provided, when any officer is required to work in excess of two hours beyond the ordinary finishing time, a meal allowance of six shillings and sixpence (6s. 6d.) shall be paid for any meal required.

Provided that the Lord Mayor's Orderly, Assistant Orderly and Chauffeur, Attendants and Cleaners (Municipal Offices) shall be paid the meal allowance referred to herein for any meal which is required, if they are required to work in excess of two hours beyond 7 p.m.

(ii) Except for the Lord Mayor's Orderly and Assistant Orderly and Chauffeur, where an Officer is entitled to the meal allowance prescribed in this subclause, a meal break shall be given and taken between 5 p.m. and 6 p.m., and such meal break shall not be regarded as time of duty and shall not be paid for.

Provided that in the case of Attend-ants and Cleaners (Municipal Offices) the said meal break shall be given and taken between 5 p.m. and 8 p.m.

9.-Saturday, Sunday and Holiday Work.

Delete from subclause (c) of this Clause the words "Fumigation Officers" appearing in line one (1) and insert in lieu thereof the words "Stores Officer.'

9A.-Shift Work.

Delete this clause and insert in lieu thereof the following:----

9A.-Shift Work.

Parking Inspectors shall be paid an additional $7\frac{1}{2}$ per cent. on ordinary rates for the whole of any shift worked by such an inspector at night, from Mondays to Fridays.

13.-Holidays.

Delete from subclause (b) of this Clause the word "Timekeepers" appearing in line four (4) and insert in lieu thereof the words "Time and Materials Clerk, Timekeeper Clerk." Delete from subclause (b) of this Clause the words "Fumigation Officers" appearing in line five (5) and insert in lieu thereof the words "Stores Officer"

Officer.

14.—Annual Leave.

Delete from subclause (e) of this Clause the word "Stablemen" appearing in line two (2).

Schedule "A".

(h) Adult Officers.

City Engineer's Department.

Delete the following words and numerals appear-ing under the heading "City Engineer's Depart-ment" in subclause (h) of this Schedule:—

Senior Timekeeper Timekeeper Shorthand Typist (fer		 	446 351 234	459 375 256	488 389 287	517 423 310	577 442 339	
and insert in lieu thereof respectively the follow- ing words and numerals:								
Time and Materials Cl	lerk		459	472	501	530	597	
Timekeeper-Clerk			351	375	389	423	442	
Shorthand Typist (Fer	nale)		234	256	287	310	339	

Parking Facilities Department.

Delete the following words and numerals appearing under the heading "Parking Facilities Department" in subclause (h) of this Schedule:-Inspectors (Clerks), Enquiry Of-

.... 368 407 423 445 464 ficers, etc. and insert in lieu thereof respectively the following words and numerals:-

Inspectors (Clerks), Enquiry Of-

.... 385 407 423 445 464 ficers, etc. •...•

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (247) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and emother representatives for other Unions and em-ployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore,

the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Metal Trades (Sugar Refining) Agreement No. 38 of 1960 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clause 8.—Holidays.

Delete subclause (a) of this clause and insert in lieu thereof the following:-

(a) (i) The following days, or the days observed in lieu shall, subject to subclause 6 (b), be allowed as holidays without deduc-tion of pay namely: New Year's Day, Austra-lia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeednoilday shall be observed on the next succeed-ing Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 9.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:--

(f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (248) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards

and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, AL.P., and Mr. D. E. Cort on behalf of certain employees and Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Labourers' Coolgardie Road Board Agreement No. 18 of 1939 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amend-ments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

[L.S.] (Sgd.) R. V. NEVILE,

President.

Schedule.

Clause 16.—Public Holidays.

Add the following new paragraph to subclause (a) of this clause:-

Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Mon-day and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted. the day for which it is substituted

Clause 17.-Holidays (Annual Leave).

Letter the existing paragraphs of this clause as subclauses (a), (b) (c) and (d) respectively and add the following new subclause (e):—

(e) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (207) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and em-ployers, determined that various Awards and In-dustrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order— That the Transport Workers' (General) Award No. 9/1956 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clauses 15 and 38.-Holidays.

Delete subclause (a) of these clauses and insert in lieu thereof the following:----

(a) The following days, or the days observed in lieu shall subject as hereinafter provided be allowed as holidays without deduction of pay, (7) - 55004

namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

Clauses 24 and 47.—Annual Leave.

Delete subclause (g) of these clauses and insert in lieu thereof the following:-

- (g) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more (ii) In special circumstances than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave Clause added by Order No. 55 (127) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (226) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Aus-tralian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, there-fore, the Court in pursuance of the powers confore, the Court in pursuance of the powers con-ferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Meat Industry (Collie Co-op.) Agreement No. 4 of 1938 be and the same is hereby amended in the terms of the attached effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court,

(Sgd.) R. V. NEVILE [L.S.] President.

Schedule.

Clause 9.—Annual Leave.

Delete subclause (e) of this clause and insert in lieu thereof the following:-

- (e) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (175) of 1958.

No. 54 (230) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Meat Industry (Wiluna) Agreement No. 17 of 1939 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order—

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court.

By the Col

[L.S.]

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

Schedule.

Clause 19.—Annual Leave.

. Delete subclause (e) of this clause and insert in lieu thereof the following:—

- (e) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Long Service Leave.

Delete paragraph (4) of subclause (f) of the Long Service Leave clause added by Order No. 55 (243) of 1958.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 54 (258) of 1961.

110. 54 (250) 01 1901.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Transport Workers Eastern Goldfields Transport Board Agreement No. 7 of 1958, be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961. And doth further order—

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clause 19.-Holidays.

Delete the words "and any other day proclaimed as a general public holiday" where they appear in lines five and six of subclause (a) of this clause.

Clause 20.—Annual Leave.

Delete subclause (e) of this clause and insert in lieu thereof the following:—

(e) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (261) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Seamen (Harbour Tugs) Agreement No. 32 of 1955 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

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

Schedule.

Part I.

Clause 20.-Long Service Leave.

Add "as amended by the deletion of paragraph (4) of subclause (f)" after the figures "1958" where they appear in the fifth line of subclause (1) of this clause.

Delete subclause (2) of this clause.

No. 54 (198) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and industrial Agreements.

WHEREAS the Court of Arbitration by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended; and whereas the said summonses came on for hearing on the 20th day of March, 1961; and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P. and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order— That the Steel Industry Workers (BHP)

That the Steel Industry Workers (B.H.P.) Award No. 5 of 1957 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistant's Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court.

[L.S.]

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

Schedule.

Clause 12.-Holidays and Annual Leave.

Delete subclause (a) of this clause and insert in lieu thereof the following:---

(a) The following days, or the days observed in lieu shall subject to Clauses 6 and 7, be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

Delete subclause (i) of this clause and insert in lieu thereof the following:----

- (i) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.
 - (ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more thant two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (254) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Stock Foods Agreement No. 55 of 1960 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

[L.S.]

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

Dated at Perth this 22nd day of September, 1961. By the Court,

(Sgd.) R. V. NEVILE,

President.

Schedule.

Clause 11.—Holidays.

Add the following new paragraph to subclause (a) hereof:---

Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 12.—Annual Leave.

Delete subclause (f) of this clause and insert in lieu thereof the following:---

(f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Clause 21.—Long Service Leave.

Delete paragraph (4) of subclause (f) of this clause.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (250) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Industrial Unions affiliated with the West Australian Trade Unions' Industrial Council, A.L.P., and Mr. D. E. Cort on behalf of certain employers and other representatives for other Unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by Section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order—

That the Municipal Outside Workers' (Kalgoorlie and Boulder Municipal Councils and Kalgoorlie Road Board) Agreement No. 21 of 1956 be and the same is hereby amended in the terms of the attached schedule and that such amendments shall take effect as from and including the 1st day of October, 1961. And doth further order-

[L.S.]

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court,

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

Schedule.

Clause 8.—Public Holidays.

Substitute the following for the second para-graph of subclause (a) of this clause:---

Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted which it is substituted.

Clause 17.—Annual Leave.

Delete subclause (g) of this clause and insert in lieu thereof the following:-

(g) (i) A worker who is justifiably dis-missed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 54 (249) of 1961.

In the matter of the Industrial Arbitration Act, 1912-1952, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration, by way of summonses, called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Long Service Leave, Public Holidays, Annual Leave and Hours should not be amended, and whereas the said summonses came on for hearing on the 20th day of March, 1961, and whereas the Court, having heard Mr. C. H. Webb on behalf of Indus-trial Unions affiliated with the West Australian Trade Unions' Industrial Council, AL.P., and Mr. D. E. Cort on behalf of certain employers and other determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1952, doth hereby order-

That the Municipal Labourers' (Dundas Road Board) Agreement No. 15 of 1953 be and the same is hereby amended in the terms of the attached schedule and that such amend-ments shall take effect as from and including the 1st day of October, 1961.

And doth further order-

[L.S.]

That liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements. Dated at Perth this 22nd day of September, 1961.

By the Court.

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

Schedule.

Clause 11.—Holidays.

Delete this clause and insert in lieu thereof the following:-

Clause 11.-Holidays.

(i) Subject to clause 10 (d) the following days or the days observed in lieu shall be al-lowed as holidays without deduction of pay,

namely: Christmas Day, New Year's Day, Labour Day, Easter Monday and one additional day to be nominated by the employer.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Clause 12.—Annual Leave.

Add to this clause the following subclause:-(e) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

INDUSTRIAL AGREEMENT. No. 18 of 1961.

Registered 28th November, 1961.

THIS Agreement, made in pursuance of the Indus-trial Arbitration Act, 1912-1952, this 28th day of November, 1961, between the Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch of the one part (hereinafter called "the Union") and the Minister in Charge, State Engineering Works (hereinafter called "the Min-ister") of the other part whereby it is mutually ister") of the other part, whereby it is mutually agreed as follows:-

Whereas the parties hereto being the parties of an Industrial Agreement made on the 9th day of February, 1949, and numbered 5 of 1949 amended by Order No. 298 (129) 1951 (Female Wage-Rise and Fall), have mutually agreed 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: say:-

1. Delete clause 15 (Overtime) and insert in lieu thereof the following new clause:—

15.—Overtime.

(a) The following work when carried out by direction of the General Manager shall be classed as overtime:—

- (i) All work performed on Saturday afternoons, Sundays, and public holidays.
- (ii) All work performed before or after
- (ii) All work performed on week days.
 (iii) All work performed on Saturday mornings when not part of the normal hours of duty.

(b) (i) When overtime is paid for, payment shall be made at the rate per hour ascertained by applying the following formula:-

Week Davs.

For the first four hours on any one week day:-

Normal hourly rate \times 3/2.

After the first four hours on any one week day:

Normal hourly rate \times 2/1.

Saturdays and Sundays.

Up to 12 noon on Saturdays for time worked when not part of the normal hours of duty:-

Normal hourly rate \times 3/2.

Sundays and after 12 noon on Saturdays:-

Normal hourly rate $\times 2/1$.

Public Service Holidays.

Payment for all work performed on a Public Service holiday shall be computed on the basis of ordinary time and shall be

paid in addition to the day's pay which the officer would ordinarily receive in respect of such period.

(ii) For the purpose of this subclause "normal hourly rate" shall not include any personal allowance, qualifications allowance, efficiency allowance and/or allowance for staff work and for performing special duties, unless otherwise approved by the General Manager.

(c) With the exception of those officers commencing at 3 a.m. no claim for payment of overtime shall be allowed in respect of any day on which the additional time worked amounts to less than 30 minutes.

(d) An officer recalled for duty after an interval of three hours or more after his normal finishing time, or on a Saturday, Sunday or Public Service holiday shall be paid at the appropriate overtime rate for a minimum period of two and a half hours.

(e) A break of at least 30 minutes must be made for meals between 12 noon and 2 p.m. when overtime is worked on a Saturday, Sunday or a Public Service holiday and between 5 p.m. and 7 p.m. on any day on which overtime is worked. Such breaks shall not be recognised as overtime.

(f) An officer whose normal duties are not subject to close supervision by a senior officer, or whose hours of duty are not defined, shall not be entitled to claim overtime as provided for in subclause (b) (i) except with the approval of the General Manager.

2. Delete Clause 16 (Meal Expenditure Reimbursement) and insert in lieu thereof the following new clause:—

16.—Meal Allowance.

(a) If an officer is required to work prior to the usual commencing time, or after the usual time for ceasing duty, he shall, when such additional duty necessitates taking a meal away from the usual place of residence, be reimbursed at the rate of seven shillings and sixpence (7s. 6d.) for each meal purchased and shall be reimbursed the cost of each meal necessarily taken away from the usual place of residence on Saturdays, Sundays and public holidays at the rate of seven shillings and sixpence (7s. 6d.) per meal, provided that in each case the overtime worked before and after the meal break totals not less than two hours.

Provided that a meal allowance shall not be paid for any Public Service holiday which is a normal working day for the main body of workers on the establishment.

(b) Reimbursements for expenditure on meals as provided in subclause (a) shall be in addition to payment for overtime.

3. Delete Clause 17 (Higher Duties Allowance) and insert in lieu thereof the following new clause:---

17.—Higher Duties Allowance.

(a) Except as hereinafter provided an officer other than one classified as a relieving officer, who acts in a position classified higher than that in which he himself is classified, shall, with the approval of the General Manager, be paid higher duties allowance on the basis defined in subclause (c) for the whole period that he acts in such higher position provided that—

- (i) he performs the full duties and accepts the full responsibilities of the higher position for a continuous period of two weeks or more; and
- (ii) he acts in the higher position for reasons other than the absence of the classified occupant thereof on normal annual leave.

(b) For the purpose of this clause the expression "normal annual leave" shall mean the annual period of recreation leave as re-

ferred to in Clause 18 subclause (b) of this Agreement and shall include any Public Service holiday taken in conjunction with such annual recreation leave.

(c) An officer who acts in a higher position under the conditions prescribed in subclause (a) shall be paid higher duties allowance on the following basis:—

- (i) When acting in a higher position the minimum classified margin of which exceeds his own margin over the basic rate—an allowance equivalent to the difference between his own margin over the basic rate and the minimum classified margin of the position in which he is acting; or
- (ii) when acting in a higher position the minimum classified margin of which does not exceed his own margin over the basic rate—an allowance equivalent to the difference between his own margin over the basic rate and the margin he would receive if he were premanently appointed to the position in which he is acting.

(d) No officer under the age of 21 years shall be permitted to relieve or act in a position classified higher than his own without the prior approval of the General Manager.

(e) An allowance under this clause shall not be payable to a male or female officer under the age of 21 years.

(f) An allowance under this clause shall not be payable to a female officer when acting in a male position classified within the male clerical automatic range.

(g) A female officer who acts in a male position classified above the male clerical automatic range under the conditions prescribed in sublcause (a) shall be paid higher duties allowance on the basis of the female basic rate plus the female margin relative to the position in which she is acting.

(h) (i) If an officer classified as a relieving officer acts or relieves in a position one class higher than his own for a continuous period exceeding four weeks and during such period performs the full duties and accepts the full responsibilities of such higher position, he shall be paid higher duties allowance on the basis set out in subclause (c) for the period in excess of four weeks.

(ii) If an officer classified as a relieving officer acts or relieves in a position classified two or more classes higher than his own under the conditions prescribed in subclause (a), he shall be paid higher duties allowance on the basis prescribed in subclause (c).

(i) An officer who is in receipt of an allowance granted under this clause shall, if he acts in a higher position continuously for a sufficiently long enough period, be entitled to receive an increased higher duties allowance equivalent to the annual increment he would have received had he been permanently appointed to such higher position for the whole time he has been acting therein: Provided that in the case of a relieving officer acting or relieving in a position only one class higher than his own, the first four weeks of service in the higher position shall not be taken into account.

(j) An officer who is in receipt of an allowance granted under this clause shall continue to receive such allowance during his absence on normal annual leave or whilst absent on approved sick leave for a period of less than two weeks duration, provided that he had qualified for payment of the allowance by serving the required continuous period before proceeding on such leave and provided further that he resumes after such leave in the position in respect of which he was paid higher duties allowance. (k) If an officer who is acting in a higher position proceeds on—

- (i) any period of long service leave;
- (ii) a period of recreation leave in excess of the normal annual leave period;
- (iii) a period of sick leave or military leave of two weeks duration or more; or
- (iv) a period of normal annual leave preceded or followed by a period of sick leave, long service leave or leave without pay-

he shall not be entitled to receive payment of an allowance under this clause for the whole or any part of the period of such leave and the continuity of his acting service in the higher position shall be deemed to be broken by his proceeding on such leave.

4. Delete Clause 20 (Sick Leave) and insert in lieu thereof the following new clause:—

20 .- Sick Leave.

In the case of illness of an officer, the General Manager may grant the officer leave of absence on the following conditions:—

- (i) Indisposition not necessitating confinement to the house or hospital will not be regarded as illness in respect of which leave of absence may be granted under this clause except under special circumstances to be approved by the General Manager or on the advice of the Commissioner of Public Health.
- (ii) Applications for leave of absence on the grounds of illness shall be supported by the certificate of a registered medical practitioner. A further certificate from a Government Medical Officer may be required and if this certificate does not in the opinion of the General Manager, endorse the certificate of the medical practitioner, the officer shall pay the fee due to the Government Medical Officer.
- (iii) The basis for determining the leave which may be granted shall be ascertained by crediting the officer with the following periods; such leave to be cumulative.

	Working Days.	on Half Pay. Working
On the date of operation of this Agreement or on the date of appoint- ment where the officer is appointed subsequent to such date	•	2
On completion of six months service from the date of operation of this Agreement or from date of appointment	5	3
On completion of twelve months service from the date of operation of this Agreement or from the date of appointment	10	5
On completion of each ad- ditional twelve months service from the date of operation of this agree- ment or from the date of appointment		5

- (iv) Where at the date of operation of this Agreement, an officer has been employed for a continuous period of not less than three years, any sick leave to his credit shall remain to his credit in addition to that provided in subclause (a) (iii) hereof.
- (v) The maximum period allowable with pay in respect of any continuous absence shall not exceed nine months on full pay and five months on half pay. Where an officer has been granted fourteen months continuous sick leave with pay he shall not be entitled to receive further sick leave

with pay until he has completed a period of duty of not less than four weeks.

- (vi) Sick leave granted to an officer shall be debited against his sick leave credit. Debits for leave granted subsequent to the date of operation of this Agreement shall be on the basis of working days and shall include any public holidays occurring during the period of leave, provided that where an officer resumes duty on a day immediately succeeding a public holiday then the leave shall be regarded as expiring on the working day preceding such holiday.
- (vii) If an officer falls sick while on annual leave and produces at the time satisfactory medical evidence that he is unable to leave the house he may, with the approval of the General Manager, be granted at a time convenient to the General Manager, additional leave equivalent to the period of sickness falling within the scheduled period of annual leave, provided that the period of sickness is at least one week.
- (viii) An officer absent on approved long service leave or leave without pay shall not be eligible for leave under this clause during the currency of such approved leave.
- (ix) Where an officer in the discharge of his duties sustains injuries which would be compensative, in accordance with the provisions of the Workers' Compensation Act and which necessitates the grant of leave under this clause, half the period only of such leave on full pay and/or half pay respectively shall be debited against his sick leave credits.
- (x) No leave on account of illness or injury shall be granted with pay if the illness or injury has been caused by the misconduct of the officer or by circumstances within his control. The General Manager in order to satisfy himself in any case may send a registered medical practitioner to attend on and examine the officer at his residence and if the report of the practitioner is, in the opinion of the General Manager, not favourable to the application of the officer concerned, the fee payable to the practitioner shall be deducted from any money which is or becomes payable to the said officer by the General Manager.
- (xi) If an officer, after being retired on medical grounds, resumes duty then his sick leave credit at the date of his retirement shall be reinstated. An officer, who after resigning is subsequently re-appointed shall be treated as a new employee as from the date of his reappointment.

5. Delete the whole of the provisions of Order No. 298 (129) 1951 (Female Wage Rise and Fall).

Signed and sealed for and on behalf of The Federated Clerks' Union of Australia Industrial Union of Workers W.A. Branch, in the presence of—

J. W. SMITH.

[L.S.]

L. C. WAGER, President.

W. R. SAWYER, Secretary.

Signed by the Minister in Charge State Engineering Works, in the presence of—

J. M. H. RYAN.

[26 January, 1962.

G. P. WILD.

MINING ACT 1904-1957.

Part XIII.—Division 1.

Before the W.A. Coal Industry Tribunal Held at Collie.

Application No. 42 of 1961.

Between Amalgamated Engineering Union of Workers Collie Branch, Australasian Society of Engineers, Collie River District Branch, Applicants, and Griffin Coal Mining Co. Ltd. and others. Respondents.

Application by the Union to amend Award No. 1 of 1953, Clause 16, Reduction of Hands.

(Application No. 42 of 1961 of the W.A. Coal In-dustry Tribunal.)

Decision.

BY this application the Unions sought the introduction of a new reduction of hands clause providing for both retrenchments and re-engagements on the basis of district seniority. The respondent Companies opposed the provision for retrench-ments on such basis on the ground that it would be impracticable to reduce hands in the tradesmen classes by this method.

Following lengthy discussions and the submission of counter-proposals by the Chairman and amended proposals by the Unions, members of the Tribunal were unable to agree and evenly divided. The Chairman gave the decision of the Tribunal to the effect that company seniority within classifications should be retained in the case of retrenchments and that district seniority within classifications should apply in the case of re-engagements.

The Chairman considered that to follow through the pattern of district seniority when one employer the pattern of district seniority when one employer found it necessary to retrench tradesmen would cause some chaos and the lowering of efficiency in mines and workshops. In the operation of the Miners' Award every experienced worker was con-sidered eligible for every classification under the Award subject to seniority and efficiency. The skill a worker acquired was that of miner. He did not learn a trade or specialise. His skill was adaptable to all mines and all methods of operation. With tradesmen the skill acquired is specialise with tradesmen the skill acquired is specialise rather than diverse. A tradesman skilled in a special class of work underground is not necessarily skilled in another class of work in another em-ployer's workshop. The value of a tradesman to a certain employer or to certain conditions of work is vastly more pronounced than in the case of a utility man such as a miner.

In the case of re-engagement, a tradesman selected by district seniority would know the type given the opportunity of adapting himself to it without facing the prospect of being deprived of the job by someone having a senior claim. The employer, although obliged to accept the senior unemployed tradesman in that particular trade, would be assured of stability once the employee had settled into his work.

The Tribunal hereby awards, orders and prescribes that Award No. 1 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:

1. Delete clause 16 and insert in lieu thereof the following new clause:

16.—Reduction of Hands.

(a) (i) In the event of a reduction of hands by a company at any time, company seniority shall apply and the last worker employed in the particular classification shall be the first to be dismissed.

(ii) This provision shall not apply to any worker dismissed for gross misconduct or refusal to obey lawful orders, or for incapacity the proof of which is disputed shall lie upon the employer.

(iii) If a worker has been shifted from one classification to another then his length of service for the purpose of determining seniority shall be deemed to date from the last time he signed on with the company concerned during his current period of employment. (b) Vacancies shall be filled by retrenched workers on the basis of district seniority in each classification subject to suitability for the particular duties to be carried out.

(c) Should the management and the Union be unable to arrive at a mutual agreement with regard to the operation of this clause the subject of the disagreement may be referred for settlement forthwith to the Western Australian Coal Industry Tribunal.

2. This amendment shall take effect forthwith. Dated at Collie this 6th day of December, 1961. W. J. WALLWORK,

Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 13th day of December, 1961.

> G. MELLOWSHIP Clerk of Court of Arbitration.

MINING ACT, 1904-1957. Part XIII. Division 1.

Before the W.A. Coal Industry Tribunal held at Collie.

Applications Nos. 82, 83, 84 and 85 of 1961.

Between Coal Miners' Industrial Union of Workers of W.A. Collie, Applicants, and Griffin Coal Mining Co. Ltd. and others, Respondens.

Application by the Union to amend Award No. 4 of 1953, clause 13 (b) (i), clause 6 (c) (i), clause 8 with regard to pumpers.

(Applications Nos. 82, 83, 84 and 85 of 1961 of the W.A. Coal Industry Tribunal.)

Decision.

The respondent Companies were in agreement with the applicant Union regarding both the principle and effect of the amendments proposed, but submitted variations in wording for the con-sideration of the Tribunal. The agreement between the parties was confirmed by the Tribunal which decided that the Award should be amended as set out hereunder:

The Tribunal hereby Awards, orders and pre-scribes that Award No. 4 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:

1. Clause 13, subclause (b) (i).—Delete the whole of the last sentence reading: "For pumpers and grooms who usually work seven days per week annual leave entitlement shall be calculated on the basis of twenty-eight days per annum, plus .25 of a day for each completed month of service in the upper in that classification." in the year in that classification."

2. Clause 6, subclause (c) (i).—Delete the margin per shift shown opposite item 26, classification pumper, and insert in lieu thereof the amount "25s. 6-11d."

3. Clause 8.—Insert the following new subclause-

(f) At every deep mine four pumpers shall be employed, who will rotate each week on day, afternoon and night shifts. Each pumper shall be rostered for the following rest periods: Following night shift-four days. Following afternoon shift—two days, Following day shift—one day.

Clause 21, re-number subclause (e) and (f) and insert the following new subclause (e)-

(e) The foregoing provisions of this clause shall not apply to pumpers provided that where a worker is employed as a relieving pumper he shall be subject to such provisions for periods of up to fourteen days. For periods in excess of fourteen days the general award provisions relating to pumpers will apply.

These amendments shall take effect forth-5. with

Dated at Collie this 6th day of December, 1961.

W. J. WALLWORK, Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 13th day of December, 1961.

G. MELLOWSHIP, Clerk of Court of Arbitration.

MINING ACT, 1904-1957.

PART XIII Division 1.

Before the W.A. Coal Industry Tribunal held at Collie.

Application No. 76 of 1961.

Between Coal Miners' Industrial Union of Workers of W.A. Collie, Applicant, and Griffin Coal Mining Co. Ltd. and others, Respondents.

Application to reduce the number of rates payable to open cut earthmoving equipment operators.

(Application No. 76 of 1961 of the W.A. Coal Industry Tribunal.)

Decision.

THE object of this application was to reduce the number of rates payable to open-cut earth moving equipment operators so that more flexibility could be secured in the placing of workers in the classifications for which they were best suited. At the same time the applicant Union sought an upward movement of margins where any levelling of rates was to take place, due regard being paid to comparabale skill and work values as well as the waiver of seniority rights. The respondent companies agreed with the application in principle but the parties were unable to agree on the number of classifications or the marginal rates to be paid.

After lengthy consideration and an inspection of the machines at the Muja open cut, the Tribunal decided to fix special rates divided into three grades to apply to the operators of earth moving contractors at open cuts, as set out in the amendment hereunder:

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953, as amended, be further amended in the following manner:—

1. Subclause (c).

Item 24.—Open Cut Workers—Add the following new classifications:—

(ix) Earth-moving equipment operator (special rates)—

•			Margin per shift			
			£	s.	d.	
(a)	Twin Euclid scrap)er	1	11	6-5/11	
(b)	DW21, Model C an Cat 619 Scraper					
	Pusher-dozer	••	1	8	3	

(c) All other equipment 1 3 10-1/11 Special rates shall apply only when work is carried on subject to the provisions of subclause (cc) of this clause.

2. New subclause (cc):-

(cc) For the purposes of this subclause earth moving constractors shall have the unfettered right to allocate to their employees engaged upon earth moving at open cuts all duties directly associated with the working of earth moving equipment without regard to seniority and may freely transfer any employee from one classification on earth moving equipment to another without making good any reduction in rate, provided that where a worker is reduced in grade the rate payable to him shall not be less than the intermediate rate.

3. This amendment shall be deemed to have taken effect on and from 4th September, 1961.

Dated at Collie this 6th day of December, 1961.

W. J. WALLWORK, Chairman, W.A. Coal Industry Tribunal.

Filed in my office, this 13th day of December, 1961.

G. MELLOWSHIP, Clerk of the Court of Arbitration,

MINING ACT 1904-1957.

Part XIII.—Division 1.

Before the W.A. Coal Industry Tribunal Held at Collie.

Application No. 59 of 1961.

Between Australian Collieries Staff Association of W.A. Collie, Applicants, and Grifflin Coal Mining Co. Ltd. and others, Respondents.

- The Association makes application for the amendment of rates in Division "A" of Award No. 62 of 1955 of the W.A. Coal Industry Tribunal.
- (Application No. 59 of 1961 of the W.A. Coal Industry Tribunal).

Decision.

THIS is an application by the Staff Association to increase salaries of Division "A" employees in order to bring them into line with salaries in New South Wales as determined by the the Coal Industry Tribunal on 5th July, 1961, (C.R.1456). The application was deemed to include a consequential amendment to the Attendance Allowance order to make it the same as in New South Wales. This amendment was sought by the employers but was opposed by the Association except insofar as it related to Division "A" employees. The Association opposed the insertion of the words "if the colliery at which he works has been in production for each of the said days" following the words "in respect of that period" in clause (1) of the Order (clause 20 of Award No. 62 of 1955).

The parties agreed upon an amended schedule of rate, giving Western Australian staff employees in Division "A" parity with New South Wales having regard to local conditions. The Tribunal decided to adopt this schedule, but to make no alteration to the attendance allowance order other than for the exclusion of Division "A" employees for whom attendance allowance is included in the new rates.

The Tribunal hereby awards orders and prescribes that Award No. 62 of 1955 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:---

1. Clause 5. Wages—subclause (b) Rates. Division "A".—Delete the schedule of rates and insert in lieu thereof the following:—

No. Classification.

Margin per week

1.	Under Manager		-		
	(a) At mines produc				
	than 300 tons of	coal per			
	day		19	4	6
	(b) All others		21	9	0
2.	Open Cut Overseer		19	4	6
3.	Engineer-Electrician		19	4	6
4.	Engineer		19	4	6
5.	Electrician		19	4	6
6.	General Surface Foreman	(as now			
	employed)		15	2	0
7.	Mine Surveyor		17	8	0
8.	Chief Clerk		17	14	6
9.	Purchasing and Stores Con	trol Offi-			
			17	14	6

2. Clause 20.—Attendance Allowance—Subclause (1).—Delete all words and figures following the words "on the following basis" and insert in lieu thereof, "Employees in Division 'B' as for one day. Clause 3, subclause (b))."

Subclause (2) paragraphs (a), (b) and (c). Delete the following words "Employees in Division 'A' as for one twelfth of a day."

3. These amendments shall be deemed to have taken affect on and from 18th September, 1961.

Dated at Collie this 8th day of November, 1961. W. J. WALLWORK,

Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 13th day of December, 1961. G. MELLOWSHIP.

Clerk of Court of Arbitration,

MINING ACT, 1904-1957.

Part XIII Division 1.

Before The W.A. Coal Industry Tribunal held at Collie:

Applications Nos. 74, 75 and 77 of 1961.

Between Amalgamated Engineering Union of Workers of W.A. Collie Branch, Australasian Society of Engineers Collie River District Branch, Applicants, and Griffin Coal Mining Co. Ltd. and others, Respondents.

Application by the Engineering Unions to amend Award No. 1 of 1953, clause 13, Sick Leave.

(Applications Nos. 74, 75 and 77 of the W.A. Coal Industry Tribunal.)

THE Tribunal hereby awards, orders and prescribes that Award No. 1 of 1953 of the W.A. Coal Indus-try Tribunal, as amended, be further amended in the following manner:-

1. Clause 13. Sick Leave.

1. Delete subclause (j) and insert in lieu thereof the following new subclause:

(j) Provided that any employee, who changes his employment within the industry after the coming into operation of this subclause and maintains continuity of employment, shall be entitled to credit by his new employer of all sick leave accumulated but not availed of by him in his former employment. him in his former employment.

2. Add the following new subclause:

(k) Employees who were retrenched at 24th December, 1960, and who accepted the first shall be credited with five (5) days accrued sick leave by their new employer provided that such an employee had five (5) days' sick leave accrued at the date of retrenchment.

3. Subclause (j) shall take effect forthwith. Subclause (k) shall be deemed to be retrospective in effect and will operate until 31st December, 1961, and no longer.

Dated at Collie this 8th day of November, 1961. W. J. WALLWORK, Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 4th day of December, 1961

G. MELLOWSHIP, Clerk of the Court of Arbitration.

COMPANIES ACT, 1943-1961.

Notice of Intention to Cease Business in Western Australia.

(Pursuant to Section 337.)

Paringa Mining and Exploration Company Limited. NOTICE is hereby given that Paringa Mining and Exploration Company Limited, a company registered under Part XI of the Companies Act, 1943-1961, and having its registered office at 89 St. George's Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 15th day of May 1962 May, 1962.

Dated this 28th day of December, 1961.

E. J. DOWLING, Agent in Western Australia.

Lohrmann, Tindal & Guthrie, of 89 St. George's Terrace, Perth, Solicitors.

> COMPANIES ACT, 1943-1961. Notice of Situation of Registered Office.

Edwards Secretarial College Pty. Ltd. NOTICE is hereby given that the registered office of Edwards Secretarial College Pty. Ltd. is situated at No. 2 Trinity Arcade, 671 Hay Street, Perth, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday (both inclusive) in each week, between the hours of 9 a.m. and 5 p.m.

Dated the 12th day of January, 1962.

R. W. EDWARDS, Director.

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

COMPANIES ACT, 1943-1961.

Notice Concerning Lost Share Certificates. (Pursuant to Section 414 (1).)

Caris Holdings Ltd.

NOTICE is hereby given that share certificates No. 33 for 100 shares, No. 5407 for 50 shares, No. 5509 for 500 shares and No. 5625 for 1,000 shares in Caris Holdings Ltd., registered in the name of Millicent Jean Hearman, of Box 31, Post Office, Donnybrook, Western Australia, have been lost or destroyed and it is the internion of the divectors destroyed, and it is the intention of the directors of the abovenamed company to issue duplicate share certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 18th day of January, 1962.

G. J. LAURI, Secretary.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office.

ANTILL RANGER & COMPANY PTY. LIMITED hereby gives notice that the registered office of the company is situated at c/o Messrs. Flack & Flack, 25 William Street, Perth. and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (except public and bank holidays), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 20th day of December, 1961.

A. R. LANG, Agent in Western Australia. Messrs. Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT. 1943-1961.

Notice of Situation of Registered Office.

CARR FASTENER COMPANY OF AUSTRALIA LIMITED hereby gives notice that the registered office of the Company is situated at 201 Havelock Street, West Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Friday inclusive (ex-cept public and bank holidays), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated the 17th day of January, 1962.

W. J. CURTIS,

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

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office.

Fairlanes (W.A.) Pty. Ltd.

rainanes (W.A.) Fty. Ltd. NOTICE is hereby given that the registered office of Fairlanes (W.A.) 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 (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m. Deted the 15th day of Japuary 1962

Dated the 15th day of January, 1962.

H. M. SPILSBURY

Secretary.

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

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office. Winterbottom (Bunbury) Pty. Ltd.

NOTICE is hereby given that the registered office of Winterbottom (Bunbury) Pty. Ltd. is situated at 199 St. George's Terrace, Perth, and that the days and hours during which such office is acces-sible to the public are as follows: Monday to Fri-day (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m. (public holidays excepted).

Dated the 17th day of January, 1962.

N. C. ANDERSON, Secretary.

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

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office.

Winterbottom (Geraldton) Pty. Ltd.

NOTICE is hereby given that the registered office of Winterbottom (Geraldton) Pty. Ltd. is situated at 199 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 (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m. (public holidays excepted).

Dated the 17th day of January, 1962.

N. C. ANDERSON,

Secretary.

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

COMPANIES ACT. 1943-1961.

Notice of Situation of Registered Office.

Winterbottom Tractors Pty. Ltd.

NOTICE is hereby given that the registered office of Winterbottom Tractors Pty. Ltd. is situated at 199 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 (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m. (public holidays excepted).

Dated the 17th day of January, 1962.

N. C. ANDERSON,

Secretary.

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

COMPANIES ACT, 1943-1961.

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

(Pursuant to Section 99 (4).)

M.C.I. Finance and Investment Ltd.

NOTICE is hereby given that the registered office of M.C.I. Finance and Investment Ltd. was, on the 1st day of January, 1962, changed to and is now situated at Room 9, Padbury Building, Forrest Place, Perth, in the State of Western Australia and that the days and hours during which such office is accessible to the public are as from the 1st day of January, 1962, as follows: Monday to Friday inclusive, (public holidays excepted), from 10 a.m. to 4 p.m.

Dated this 11th day of January, 1962.

D. G. O'DEA, Director.

COMPANIES ACT, 1943-1961.

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

(Pursuant to Section 99 (4).)

Guaranty Finance and Investment Ltd.

NOTICE is hereby given that the registered office of Guaranty Finance and Investment Ltd. was, on the 1st day of January, 1962, changed to and is new situated at Room 9, Padbury Building, Forrest Place, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are, as from the 1st day of January, 1962, as follows: Monday to Friday inclusive (public holidays excepted), from 10 a.m. to 4 p.m.

Dated this 11th day of January, 1962.

D. G. O'DEA. Director. COMPANIES ACT, 1943-1961. (Section 99 (4).)

George Verrall Pty. Ltd.

NOTICE is hereby given that the registered office of George Verrall 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: From Monday to Friday in-clusive in each week (other than public holidays), between the hours of 9 a.m. and 5 p.m. Dated this 22nd day of January, 1962.

PARKER & PARKER, 21 Howard Street, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1961.

Notice Concerning Lost Share Option Certificate. (Pursuant to Section 414 (1).)

TVW Limited.

NOTICE is hereby given that the following Share Option Certificate in the abovenamed company has been lost or destroyed:-

Share Option Certificate No. 1538 for 300 options in the name of Maud Minilya Waite, of c/o The West Australian Trustee, Executor and Agency Company Limited, 135 St. George's Terrace, Perth.

It is the intention of the directors of the above-named company to issue a duplicate certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated Friday, 26th January, 1962.

F. A. MOSS, Secretary.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office. (Pursuant to Sections 330 (4) and 335.)

Westminster Carpets Proprietary Limited. NOTICE is hereby given that the registered office in the State of Western Australia of Westminster Carpets Proprietary Limited was, on the 2nd day of January, 1962, changed to and is now situate at the office of King, Lissiman & Co., 25 William Street. Perth.

Dated this 18th day of January, 1962.

PARKER & PARKER, 21 Howard Street, Perth, Solicitors for the Company.

NOTICE is hereby given that the registered office of B. M. Bahen Pty. Ltd. is situated at c/o J. L. B. Weir & Brodrick, Third Floor, E.S. & A. Bank Building, 101 St. George's Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (public holidays excepted), from 8.45 a.m. to 5.15 p.m.

Dated the 5th day of January, 1962

G. G. HAMMOND, Solicitor for the Company.

Hammond & Paterson, of 98 St. George's Terrace, Perth. Solicitors for the Company.

NOTICE is hereby given that the registered office of Geraldton Squash Centre Pty. Ltd. is situated at c/o Messrs. Cooper Bros. & Goyder & Co., Third Floor, Pastoral House, St. George's Terrace, Perth, and that the days ond house during which such and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (public holidays excepted), from 10 a.m. to 4 p.m.

Dated the 12th day of January, 1962.

HAMMOND & PATERSON, Solicitors for the abovenamed Company.

Hammond & Paterson, of 98 St. George's Terrace, Perth, Solicitors for the Company,

COMPANIES ACT, 1943-1961.

Notice of Meeting of Creditors. Brackenridge Bros. Pty. Ltd.

NOTICE is hereby given that a meeting of creditors of Brackenridge Bros. Pty. Ltd., of 19 Odin Road, Innaloo, builders, will be held at the offices of Crowther, Bird & Spilsbury, 18 St. George's Terrace, Perth, on Thursday, 1st February, 1962, at 2.30 p.m. Business.

- (1) To receive from the company in general meeting a resolution that the company by reason of its liabilities cannot continue its business and that it is advisable to wind up.
- (2) To consider the statement of affairs of the company.
- (3) To appoint a Liquidator and fix his remuneration.
- (4) To consider and if thought fit, appoint a committee of Inspection.

Dated at Perth this 16th day of January, 1962.

(Sgd.) A. BRACKENRIDGE

Secretary.

COMPANIES ACT, 1943, AND AMENDMENTS.

N. A. Culleton Pty. Ltd. (In Liquidation). Notice of Final General Meeting of Shareholders. NOTICE is hereby given that the final general meeting of the shareholders of N. A. Culleton Pty. Ltd. (In Liquidation) will be held at the office of the Liquidators, care of Rankine-Wilson & Burridge, 156 St. George's Terrace, Perth, on the 28th day of February, 1962, at 11 o'clock in the forenoon, for the purpose of receiving the Liquidators' account and explanations thereof and confirming his remuneration.

T. J. RANKINE-WILSON, R. W. L. BURRIDGE, Joint Liquidators.

KHAN NIGHT WATCH PATROL CO. (W.A.) PTY. LTD.

NOTICE is hereby given that the registered office January, 1962, changed to and is now situated at 15 Hartwell Street, Mount Lawley.

Dated this 17th day of January, 1962. M. A. KHAN.

Director.

Dr. J. S. Marian, of 64 James Street, Perth, Solicitor for the abovenamed Company.

COMPANIES ACT, 1943-1961.

Notice of Increase in Share Capital Beyond the Registered Capital.

(Pursuant to Section 66.)

Albany Superphosphate Company Proprietary Limited.

1. ALBANY SUPERPHOSPHATE COMPANY PROPRIETARY LIMITED hereby gives notice that, by a special resolution of the company passed on the 18th day of January, 1962, the nominal capital of the company was increased by the addition thereto of the sum of $\pounds 2,000,000$ divided into 2,000,000 shares of $\pounds 1$ each beyond the registered capital of £1,000,000.

The additional capital is divided as follows:- $\mathbf{2}$.

Number of Shares: 2,000,000; Class of Shares: Ordinary; Nominal Amount of Each Share: £1.

3. The conditions subject to which the new shares have been or are to be issued are the same as the existing ordinary shares of the company.

Dated this 22nd day of January, 1962.

G. V. PARKES, Secretary.

Robinson, Cox & Co., Solicitors for the Company.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office. (Pursuant to Section 99 (4).)

Tengems Pty. Ltd.

NOTICE is hereby given that the registered office of Tengems Pty. Ltd. was, on the 3rd day of Janu-ary, 1962, changed to and is now situated at 11-15 Darling Street, O'Connor.

Dated this 10th day of January, 1962.

L. ZEITLIN,

Director.

Wood & Lemonis, Solicitors, 63 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office. (Pursuant to Section 99 (4).)

Tubular Steel Industries Limited.

T.S.I. (Perth).

NOTICE is hereby given that the registered office of Tubular Steel Industries Limited and T.S.I. (Perth) was, on the 30th day of November, 1961, changed to and is now situated at Lot 22, Selby Street, Osborne Park, and is accessible to the public between the hours of 9 a.m. and 5 p.m. from Mon-days to Erridous inclusion. days to Fridays inclusive.

Dated this 25th day of January, 1962. ROSS N. GEORGE, Agent in W.A.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office. (Pursuant to Section 99 (4).)

Gem Footwear Pty. Ltd.

NOTICE is hereby given that the registered office of Gem Footwear Pty. Ltd. was, on the 3rd day of January, 1962, changed to and is now situated at 11-15 Darling Street, O'Connor.

Dated this 10th day of January, 1962.

L. ZEITLIN,

Director.

Wood & Lemonis, Solicitors, 63 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1961.

Notice of Intention to Cease Business in Western Australia.

(Pursuant to Section 337.)

William & Co. Pty. Limited.

NOTICE is hereby given that William & Co., Pty. Limited a company registered under Part XI of the Companies Act, 1943-1960, and having its registered office at 56 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 10th day of May, 1962.

Dated this 12th day of January, 1962.

R. H. SISLEY,

Agent in Western Australia

Northmore, Hale, Davy & Leake, Solicitors, 13 Howard Street, Perth.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office. (Pursuant to Section 99 (4).)

Gnowangerup & Districts Motors Pty. Ltd.

NOTICE is hereby given that the registered office of the above company was, on the 6th day of January, 1962, changed to and is now situate at Allardyce Street, Gnowangerup.

Dated this 23rd day of January, 1962.

PARKER & PARKER, 21 Howard Street, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1961.

Notice Concerning Lost Share Certificate. (Pursuant to Section 414 (1).)

W.A. Sandalwood Co. Limited.

NOTICE is hereby given that the share certificate dated 1st July, 1923, for shares numbered 10828 to 10837 inclusive in the abovenamed company, standing in the name of William Thomas Colling, of Post Office, Burbanks, Western Australia, has been lost or destroyed, and it is the intention of the directors of the abovenamed company to issue a duplicate share certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated 24th day of January, 1962.

NICHOLSON, VERSCHUER & NICHOLSON, 97 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1961.

Notice Concerning Lost Share Certificates.

(Pursuant to Section 414 (1).)

The Nor'-West Whaling Company Ltd.

NOTICE is hereby given that share certificates numbered 7787, 7788, 7814, 7815 and 7816, each for 100 shares in the above company, entered in the names of Michael and Anna Georgeff, have been lost, and it is the intention of the directors to issue a duplicate certificate for 500 shares in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 24th day of January, 1962. ALFRED DUNCAN,

Secretary.

Alfred & David Duncan, Chartered Secretaries, 789 Hay Street, Perth.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office of a Company Incorporated Outside Western Australia which Carries on Business or is about to Carry on Business within Western Australia and of the Days and Hours during which such Office is Accessible to the Public.

Venner (Australia) Pty. Limited.

VENNER (AUSTRALIA) PTY. LIMITED hereby gives notice that the registered office of the company is situated at First Floor, 29 Barrack Street, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows: 10 a.m. to 12 noon and 2 p.m. to 4 p.m. daily (Saturday, Sundays and public holidays excepted).

> P. F. BRINSDEN, Agent in Western Australia.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office and of Days and Hours During Which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

International Factors (A'asia) Proprietary Limited.

NOTICE is hereby given that the registered office of International Factors (A'asia) Proprietary Limited is situated at First Floor, New Zealand Chambers, 105 St. George's Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (public holidays excepted) of each week, between the hours of 9 a.m. and 5.15 p.m.

Dated this 23rd day of January, 1962.

J. PESTELL,

Agent.

COMPANIES ACT, 1943-1961.

Notice Concerning Lost Share Certificate.

(Pursuant to Section 414 (1).)

The Nor'-West Whaling Company Ltd.

NOTICE is hereby given that share certificate number 6300, dated 11th March, 1959, for 3,000 shares in the above company, entered in the name of Lindsay Auburn Moore, of 16 The Avenue, Nedlands, has been lost, and it is the intention of the directors to issue a duplicate certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 14th day of January, 1962.

ALFRED DUNCAN,

Secretary.

Alfred & David Duncan, Chartered Secretaries, 789 Hay Street, Perth.

COMPANIES ACT, 1943-1960.

(Pursuant to Section 99 (4).)

Cable Makers Australia (W.A.) Proprietary Limited.

NOTICE is hereby given that the registered office of Cable Makers Australia (W.A.) Proprietary Limited is situated at Stock Road, O'Connor, and that the days and hours during which such office is accessible to the public are as follows: 10 a.m. to 4 p.m., Monday to Friday (except on public holidays).

Dated this 7th day of January, 1962.

W. McLEOD,

Secretary.

Jackson, McDonald & Co., Solicitors, Perth.

NOTICE is hereby given that the partnership heretofore carried on at Wyndham, in the State of Western Australia, in the business of general storekeepers under the style or name of "Ord River Traders" between Roy Sargent, Storekeeper, and Alma May Sargent, his Wife, both of Wyndham, in the said State, and Jack Alexander Weir, Storekeeper, and Patricia Barbara Weir, his Wife, both of Wyndham aforesaid, has been dissolved as from the 1st day of July, 1961, on which date the said Roy Sargent and Alma May Sargent retired from the partnership business, which from that date has been and hereafter will be carried on by the said Jack Alexander Weir and Patricia Barbara Weir solely under the style or name of "Ord River Traders". All accounts and liabilities of the said partnership business as at the 1st day of July, 1961, and all accounts and liabilities of the said partnership business incurred since that date will be paid and satisfied by the said Jack Alexander Weir and Patricia Barbara Weir.

Dated the 12th day of December, 1961. R. SAEGENT.

Signed by the said Roy Sar-

gent in the presence of-

E. J. Rose, Commissioner for Declarations.

A. M. SARGENT.

Signed by the said Alma May

Sargent in the presence of-

E. J. Rose, Commissioner for Declarations. J. A. WEIR.

- -

Signed by the said Jack Alexander Weir in the pre-

sence of— E. J. Rose, Commissioner for Declarations.

P. WEIR.

Signed by the said Patricia Barbara Weir in the pre-

Barbara well in the presence of—

E. J. Rose, Commissioner for Declarations.

NOTICE OF CHANGE OF CONSTITUTION OF PARTNERSHIP.

NOTICE is hereby given that on the 30th day of September, 1960, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, as Executor of the Will of George Thomas Hill, deceased, late of 80 Bate-man Road, Mount Pleasant, Brass Founder, retired from the partnership of "George Hill & Co.," carry-ing on business as base founders at 5 Nosh Stroot ing on business as brass founders at 5 Nash Street, Perth, and that from that date the partnership has been carried on and will continue to be carried on by Mary Fettes Wilbrey, of Egan Street, Kal-goorlie, Married Woman, and Howard Austin Solo-mon, of Atlas Building, Esplanade, Perth, Solicitor, as Executors of the Will of Walter Nagel, deceased, Olar Frances Newton of 80 Patamae Road Mount Olga Frances Newton, of 80 Bateman Road, Mount Pleasant, Married Woman, Jessie May Hill, of 80 Fleasant, Married Woman, Jessie May Hill, of 80 Bateman Road, Mount Pleasant, Spinster, William Travers Hill, of 3 Burwood Street, Shenton Park, Plumber, Peter Abbott, of 80 Bateman Road, Mount Pleasant, Soldier, and Pamela Abbott, of 80 Bate-man Road, Mount Pleasant, Spinster, who are entitled to receive all money payable to the part-nership and who will be responsible for all debts owing by the neutrogenerating at and since the 20th owing by the partnership at and since the 30th day of September, 1960.

Dated the 6th day of December, 1961. (Sgd.) N. SNELL, Secretary. Signed for and on behalf of The Perpetual Executors, Trustees and Agency Com-pany (W.A.) Limited, in the presence of of— M. N. An (Sgd.) Andrew, Commissioner Declarations, Perth. (Sgd.) MARY F. WILBREY, Signed by the said Mary Fettes Wilbrey, in the presence of— (Sgd.) W. Thomas, Accountant. (Sgd.) HOWARD A. SOLOMON. Signed by the said Howard Austin Solomon, in the presence of-(Sgd.) R. E. Jones, Solicitor, Perth. (Sgd.) OLGA NEWTON. Signed by the said Olga Frances Newton, in the presence of-(Sgd.) D. R. Day, 74 Bate-man Road, Mt. Pleasant. (Sgd.) JESSIE M. HILL. Signed by the said Jessie May Hill, in the presence of-(Sgd.) V. Veach, 20 Avion Street, Lane Cove. (Sgd.) WILLIAM T. HILL. Signed by the said William Travers Hill, in the presence of-(Sgd.) Mrs. T. Gibson, 2 Kitchener Street, Shenton Park. (Sgd.) PETER ABBOTT. Signed by the said Peter Abbott, in the presence of— (Sgd.) E. Moteram, Mil. P.O., Puckapunyal, Victoria. (Sgd.) PAMELA ABBOTT. Signed by the said Pamela Abbott, in the presence of— (Sgd.) Harold Hitchen, 74 Elsin Street, Gordon.

PARTNERSHIP ACT, 1895. Notice of Dissolution of Partnership. NOTICE is hereby given that the partnership hitherto subsisting between George Noel Marston, Lorice Gladwyn Marston, Ronald Alfred Hennessey and Elizabeth Audrey Hennessey, carrying on business as plumbers and hardware merchants at Room

No. 4, Third Floor, London Court, St. George's Terrace, Perth, in the State of Western Australia, under the style or the firm name of Planet Plumbing and Hardware Service, has been dissolved by mutual consent as from 31st January, 1961. Dated this 17th day of January, 1962.

GEORGE NOEL MARSTON. LORICE GLADWYN MARSTON. RONALD ALFRED HENNESSEY. ELIZABETH AUDREY HENNESSEY.

UNCLAIMED MONEYS ACT, 1912. The Rural and Industries Bank of Western Australia. Register of Unclaimed Moneys. Name and Last Known Address of Owner on Books; Total Amount Due to Owner; Description of Unclaimed Moneys; Date of Last Claim. Katanning Teen and Twenty Club, Katanning; £20 19s. 9d.; Current Account; 29/6/55.

A. W. AIREY, Commissioner.

UNCLAIMED MONEYS ACT, 1912.

West Australian Petroleum Pty. Limited.

- Register of Unclaimed Moneys held by West Australian Petroleum Pty. Limited at 251 Adelaide Terrace, Perth.
- Name and Last Known Address; Total Amount Due to Owner; Description of Unclaimed Money; Date of Last Claim.
- H. Driesback, 23 May Street, East Fremantle; £14 10s.; air fare refund; 18th June, 1955.
- P. Joyce, Britannia Hostel, William Street, Perth; £14 10s.; air fare refund; 9th October, 1955.

UNCLAIMED MONEYS ACT, 1912. Airlines (W.A.) Limited.

Register of Unclaimed Money held by Airlines (W.A.) Limited.

- Name and Last Known Address of Owner on Books; Total Amount Due to Owner; Description of Unclaimed Money; Date of Last Claim.
- George John Bostock, Pingelly, W.A.; £6 5s.; Dividend on 500 shares, 1951 5 per cent.;
- Ethel Marshall Dunphy, 150 North Road, Brighton, Victoria; £6 5s.; dividend on 500 shares, 1950 5 per cent.; -
- Malcolm Neil Fairclough, c/o M. J. Fairclough, Datatine, East Katanning, W.A.; £5 12s. 6d.; dividend on 100 shares, 1953/4/5 $7\frac{1}{2}$ per cent.;
- Norman Thomas Hanson, Derby, W.A.; £8 15s.; dividend on 700 shares, 1951 5 per cent.; —.
- James Kelly, 23 Hubert Street, East Victoria Park, W.A.; £5 12s. 6d.; dividend on 300 shares, 1955 $7\frac{1}{2}$ per cent.; —.
- Eleanor Barbara McLeod, c/o North Kalgurli (1912) Ltd., Fimiston, W.A.; £5 12s. 6d.; dividend on 100 shares, 1953/4/5 7½ per cent.; —.
- John Dewey McNamara (no address on Register); £11; dividends on 100 shares, 1946 6 per cent., 1949 $7\frac{1}{2}$ per cent., 1950/1 5 per cent., 1953/4/5 7½ per cent.; -
- Edna Elfrida Parasiers, 10 Alice Terrace, Murray Bridge, S.A.; £8 2s. 6d.; dividends on 100 shares, 1949 7¹/₂ per cent., 1950/1 5 per cent., 1953/4 7½ per cent.;
- Percy Robert Parasiers, 10 Alice Terrace, Murray Bridge, S.A.; £8 2s. 6d.; dividends on 100 shares, 1949 7¹/₂ per cent., 1950/1 5 per cent., 1953/4 7½ per cent.; -
- Edwin A. Pool (no address in Register); £11 10s.; dividends on 100 shares, 1946 6 per cent., 1959 $7\frac{1}{2}$ per cent., 1950/1 5 per cent., 1953/4/5 $7\frac{1}{2}$ per cent.;
- John Fryer Rowell, 48 Lockhart Street, Como, W.A.; £6 178. 6d.; dividends on 100 shares, 1951 5 per cent., 1953/4/5 $7\frac{1}{2}$ per cent.; —.

- William Maxwell Scott, 76 East Street, Fremantle, W.A.; £10 3s. 2d.; dividends on 125 shares, 1950/1 5 per cent., 1953/4/5 $7\frac{1}{2}$ per cent.; ---.
- Rosemary Jean Arline Sanford, Yanchep Estate, Yanchep, W.A.; £5; dividend on 400 shares, 1950 5 per cent.; —.
- Jack Stewart Sturrach (no address in Register); £9 12s. 6d.; dividends on 100 shares, 1946 6 per cent., 1949 7½ per cent., 1950 5 per cent., 1951 5 per cent., 1954/5 7½ per cent.; --.
- William Murray Whitely, R.A.A.F., Ballarat, Victoria; £5 2s. 6d.; dividends on 150 shares, 1953/4 7½ per cent.; —.
- Anthony John Wylie, 9 Marita Road, Claremont, W.A.; £7 10s.; dividends on 200 shares, 1953/4 $7\frac{1}{2}$ per cent.; -

UNCLAIMED MONEYS ACT, 1912.

The Western Australian Worsted & Woollen Mills Limited.

Register of Unclaimed Moneys, 31st December, 1961.

- Name and Last Known Address of Owner on Books; Total Amount Due to Owner; Description of Unclaimed Money; Date of Last Claim.
- Bush, Annie Maria (Mrs.), Avondale, High Street, Beede, Sussex, England; £10; dividend; last known address advised 6/12/1933. Communications returned undeliverable 1944.
- Foale, John Joseph (Mr.), Hampden Buildings, Hampden Road, Hollywood; £5; dividend; last known address advised 14/10/1931. Communications returned undeliverable 1943. Hansen Brothers (Messrs.), West Brookton; £5;
- dividend; communications returned undeliverable 1942.
- Moore, John Denis (Mr.), Port Hedland; £5; dividend; communications returned undeliverable 1936.
- Scott, May (Mrs.), 40 Chelmsford Road, North Perth; £5; dividend; communications returned undeliverable 1939.
- THE SUPREME COURT OF WESTERN AUSTRALIA-PROBATE JURISDICTION. IN
- In the matter of the Will of Alberta Baker, late of 145 Shenton Street, Geraldton, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Execu-tor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 27th day of February, 1962, 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 de-mands of which it shall then have had notice mands of which it shall then have had notice.

Dated the 18th day of January, 1962.

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 Eric Norman Chandos Barnard, late of 4 Thirlmere Road, Mount Lawley, in the State of Western Australia, Theatre Manager, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executhe Executor, the west Australian Trustee, Execu-tor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the said State, on or before the 27th day of February, 1962, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the per-sons entitled thereto having regard only to the claims and demands of which it shall then have had notice had notice.

Dated the 19th day of January, 1962.

Messrs. WOOD & LEMONIS, of 63 St. George's Terrace, Perth, Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA-PROBATE JURISDICTION.

In the matter of the Will and Codicil of Blanche Evelyn Minett, late of 109 Fifth Avenue, Ingle-wood (in the Will 109 Fifth Avenue, Mount Lawley), in the State of Western Australia, Spinster, Secretary Museum and Art Gallery Trust, 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 27th day of Feb-ruary, 1962, 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 19th day of January, 1962. PARKER & PARKER 21 Howard Street, Perth, Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION. Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 26th day of February, 1962, 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 22nd day of January, 1962. A. E. MARSHALL,

Public Trustee.

Public Trust Office, 555 Hay Street, Perth, W.A.

Name; Occupation; Address; Date of Death.

- Name; Occupation; Address; Date of Death.
 Johns, William Thomas; Painter; late of 115 Federal Road, Boulder; 21/5/61.
 Watkins, John Joseph; Retired W.A.G.R. Employee; formerly of 114 Third Avenue, Mt. Lawley, but late of 8 St. Albans Avenue, Highgate; 13/10/61.
 Chase, Bernard Chevalier; Retired Engineer; late of Wooroloo; 7/10/61.
 Van Dijk, Johannes Theodorus; Diesel Mechanic; late of 5 Belinda Street, Cloverdale: 11/10/61.

late of 5 Belinda Street, Cloverdale; 11/10/61. Carter, Fred Osmond; Retired Grocer; late of 107

Tenth Avenue, Inglewood; 28/9/61. ards, Elizabeth; Widow; late of Kalgoorlie;

- Edwards, 6/10/61.

- 6/10/61.
 Adkins, Bertha Florence; Widow; late of 11 Congdon Street, Swanbourne; 11/9/61.
 Stirling, James Masson; Electric Welder; late of 98 Planet Street, Carlisle; 20/7/61.
 Parker, Alfred George; Retired Labourer; late of 24 Kennedy Street, Maylands; 23/10/61.
 Rufus, Frederick Norman; Clerk; late of 33 Webster Street, Nedlands; 11/10/61.
 Crees, George Edward; Retired Yardman; late of 5 Essex Street, Fremantle; 18/10/61.
 Chandler, Violet Muriel McGhee; Widow; late of Queenslea Drive, Claremont; 22/8/61.
 Johnson, Florence; Widow; formerly of Summers

- Johnson, Florence; Widow; formerly of Summers Street, East Perth, but late of 2 Hotham Street, Bayswater; 26/9/61.

BANKRUPTCY ACT, 1924-1959. Re Alexander William Paull.

(No. 41 of 1958-Part XI.)

NOTICE is hereby given that a second dividend of 2s. in the f has been declared in this estate and is payable at the office of the Trustee on Wednesday, 7th February, 1962, or any subsequent day thereafter.

W. HAYES, Trustee, 133 St. George's Terrace, Perth. 23rd January, 1962.

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:—

For the first eight lines, 15s.

For every additional line, 1s. 6d.

and half-price for each subsequent insertion

To estimate the cost of an advertisement, count nine words to a line; heading, signature and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

Where signatures are appended to copy for publication in the Government Gazette they must appear in typewritten or block characters below the written signature. Unless this is done, no responsibility will be accepted by this office for any error in the initials or names as printed.

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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