



Government Gazette

OF

WESTERN AUSTRALIA

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No. 101]

PERTH: FRIDAY, 14th DECEMBER

[1962

Native Welfare Act, 1905-1960.

Reserve for Natives.

PROCLAMATION

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

WHEREAS by section 11 of the Native Welfare Act, 1905-1960, it is provided that the Governor is empowered, by Proclamation, to declare any Crown lands to be a Reserve for Natives; and whereas it is deemed desirable that a Reserve for Natives should be declared at Broome: Now, therefore I, the said Governor, with the advice of the Executive Council, do hereby declare all that portion of land, containing approximately 40 acres, known as Broome Lot 697, to be a Reserve for Natives. (Reserve No. 26516.)

Given under my hand and the Public Seal of the said State, at Perth, this 7th day of December, 1962.

By His Excellency's Command,

E. H. M. LEWIS,
Minister for Native Welfare.

GOD SAVE THE QUEEN ! ! !

Transfer of Land Act, 1893-1959.

PROCLAMATION

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

Corres. 5735/50, Vol. 2.

WHEREAS by the Transfer of Land Act, 1893-1959, the Governor is empowered, by Proclamation in the *Government Gazette*, to revest in Her Majesty as of her former estate all or any lands, whereof

Her Majesty may become the registered proprietor, and whereas Her Majesty is now the registered proprietor of the lands described in the schedules hereto: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors the land described in the schedules hereto as of her former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 20th day of November, 1962.

By His Excellency's Command,

(Sgd.) STEWART BOVELL,
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

First Schedule.

Corres. No.; Description; Certificate of Title; Volume, Folio.

3557-61; portion of Swan Location V and being lot 165 on Plan 7720; 1258, 39.

3401-61; portion of Sussex Location 6 and being lot 61 on Diagram 27395; 1263, 177.

1119-61; portion of Perthshire Location Au and being lot 11 on Diagram 26735; 1256, 436.

3412-61; portion of Kalamunda Lot 137 and being lot 6 on Plan 6748; 1258, 492.

3412-61; portion of Kalamunda Lot 137 and being lot 5 on Plan 6748, 1254, 446.

1041-62; portion of Swan Location 1308 and being lot 20 on Diagram 27788; 1262, 121.

310-62; portion of Swan Location S and being lots 450 and 451 on Plan 7413; 1257, 146.

310-62; portion of Swan Location T and being lots 677, 678, 679, 686 and 687 on Plan 7414; 1257, 147.

1038-62; portion of Cockburn Sound Location 16 and being lot 27 on Plan 7784; 1261, 867.

1231-62; portion of Canning Location 1 and being lot 200 on Plan 7291; 1261, 35.

2529-61; portion of Moora Town Lot 48 and being the portion coloured brown and marked "R.O.W." on Diagram 27165; 1258, 247.

2738-60; portion of Swan Location 74 and being the portion coloured brown on Diagram 26523; 1257, 357.

- 3405-61; portion of Perthshire Location Au and being the portion coloured brown and marked "R.O.W." on Diagram 27420; 1262, 689.
- 520-61; portion of Swan Location 16 and being the portion coloured brown and marked "R.O.W." on Diagram 26480; 1260, 446.
- 3403-61; portion of Albany Suburban Lot 21 and being the portion coloured brown and marked "R.O.W." on Diagram 27425; 1260, 740.
- 2129-62; portion of Canning Location 2 and being the portion coloured brown and marked "R.O.W." on Diagram 28036; 1261, 459.
- 2201-62; portion of Canning Location 932 and being those portions coloured brown and marked "Road" on Plan 7795; 1264, 319.
- 1239-62; portion of Canning Location 25 and being the portion coloured brown and marked "R.O.W." on Diagram 27873; 1262, 702.
- 862-61; portion of Canning Location 491 and being the portion coloured brown and marked "R.O.W." on Diagram 26831; 1263, 872.
- 3408-61; portion of Plantagenet Location 42 and being the portion coloured brown and marked "R.O.W." on Diagram 27427; 1263, 805.
- 1181-62; Wiluna Lot 888; 1052, 490.
- 3321-61; portion of Sussex Location 1 and being lot 6 on Diagram 27382; 1260, 950.
- 3188-61; portion of Swan Location 2144 and being lot 69 on Plan 7703; 1257, 680.
- 3404-61; portion of Canning Location 31 and being lot 27 on Plan 7716; 1256, 101.
- 3744-53; portion of Geraldton Suburban Lot 1; 1257, 505.
- 3744-53; portion of Geraldton Suburban Lot 1 the subject of Diagram 10366; 1054, 633.
- 4439-22; portion of Avon Location 14115; 1261, 971.
- 1189-55; portion of Swan Location 33 and being lot 1 the subject of Diagram 26640; 1248, 743.

Second Schedule.

Corres. No.; Description.

- 1189/55; portion of Swan Location 33 and being the portion of Sydenham Street (Road No. 6610) closed by notice in the *Government Gazette* of the 7th June, 1962, and being part of the land in Certificate of Title Volume 335, folio 110.

Transfer of Land Act, 1893-1959.

PROCLAMATION

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

Corres. 554/37.

WHEREAS by the Transfer of Land Act, 1893-1959, the Governor is empowered, by Proclamation in the *Government Gazette*, to revest in Her Majesty as of her former estate all or any lands, whereof Her Majesty may become the registered proprietor; and whereas Her Majesty is now the registered proprietor of Mount Magnet Lot 28 and being the whole of the land contained in Certificate of Title Volume 74, folio 108: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors, Mount Magnet Lot 28 aforesaid as of her former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 7th day of December, 1962.

By His Excellency's Command,

(Sgd.) STEWART BOVELL,
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

Transfer of Land Act, 1893-1959.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Knight Commander of the Royal Vic-
Governor. } torian Order, Knight Commander of the Most
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panion of the Most Honourable Order of the
Bath, Governor in and over the State of
Western Australia and its Dependencies in the
Commonwealth of Australia.

Corres. 2163/62.

WHEREAS by the Transfer of Land Act, 1893-1959, the Governor is empowered, by Proclamation in the *Government Gazette*, to revest in Her Majesty as of her former estate all or any lands, whereof Her Majesty may become the registered proprietor; and whereas Her Majesty is now the registered proprietor of portion of Swan Location 308 and being Lot 31 the subject of Diagram 5533 and being the whole of the land contained in Certificate of Title Volume 1262, folio 374: Now, therefore, I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in Her Majesty, her heirs and successors, portion of Swan Location 308 aforesaid as of her former estate.

Given under my hand the the Public Seal of the said State, at Perth, this 7th day of December, 1962.

By His Excellency's Command,

(Sgd.) STEWART BOVELL,
Minister for Lands.

GOD SAVE THE QUEEN ! ! !

Main Roads Act, 1930-1961.

Declaration of Controlled Access Road.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Knight Commander of the Royal Vic-
Governor. } torian Order, Knight Commander of the Most
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panion of the Most Honourable Order of the
Bath, Governor in and over the State of
Western Australia and its Dependencies in the
Commonwealth of Australia.

M.R.D. 269/57.

WHEREAS by section 28A of the Main Roads Act, 1930-1961, it is provided that where the Commissioner is of opinion that a controlled access road should be provided and should be entered and departed from at specified places only, he shall make a recommendation to the Governor accordingly and that if of opinion that the recommendation should be given effect the Governor may, by Proclamation, proclaim the controlled access road and the places only at which the controlled access road may be entered or departed from; and whereas the Commissioner is of opinion that a controlled access road should be provided as hereinafter described and has made a recommendation to the Governor accordingly; and whereas I, the Governor of the said State, am of opinion that such recommendation should be given effect: Now, therefore I, the said Governor acting with the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, do hereby proclaim that the parcels of land coloured green in Plan P.W.D. W.A. No. 39872 (L.T.O. Plan 7184) and which together are more particularly described in schedule hereunder shall be a Controlled Access Road.

Schedule.

- No. on Plan P.W.D. W.A. No. 39872; Description.
1; portion of Jandakot Agricultural Area Lot 171 (Certificate of Title Volume 1220, folio 195).
2; Reserve 6551 (Public Utility).
3, 4, 5 and 6; portion of each of Walliabup Townsite Lots 2, 3, 4, 5, 8 and 9.

Given under my hand and the Public Seal of the said State at Perth, this 7th day of December, 1962.

By His Excellency's Command,

G. P. WILD,
Minister for Works.

GOD SAVE THE QUEEN ! ! !

Factories and Shops Act, 1920-1959.

Land Act, 1933-1962.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Knight Commander of the Royal Vic-
Governor, } torian Order, Knight Commander of the Most
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panion of the Most Honourable Order of the
Bath, Governor in and over the State of
Western Australia and its Dependencies in the
Commonwealth of Australia.

F. and S. 515/58.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1959, that during every Christmas Day, New Year's Day, Good Friday, Anzac Day and Easter Monday, and any other day that the Governor may, by Proclamation, declare to be a public holiday to be observed under the said Act, all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses shall be closed: Now, therefore I, the said Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by the said Act, do by this Proclamation declare that Wednesday, the 26th day of December, 1962, shall be observed as a public holiday under the Factories and Shops Act, 1920-1959, throughout the State with the intent that on the said day all shops (except those mentioned in the Fourth Schedule to the said Act and registered small shops) and warehouses throughout the State shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 7th day of December, 1962.

By His Excellency's Command,
G. P. WILD,
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

ORDERS IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1962, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient as follows:—

Corr. 3557/61.—That Reserve No. 26554 (Swan Location 7505) should vest in and be held by the Shire of Perth in trust for the purpose of Recreation and Drainage.

Corr. 1119/61.—That Reserve No. 26553 (Swan Location 7502) should vest in and be held by the Shire of Perth in trust for the purpose of Recreation and Drainage.

Corr. 386/38.—That Reserve No. 26565 (Plantagenet Location 6870) should vest in and be held by the Minister for Education in trust for the purpose of Denmark Agricultural Junior High School Site.

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserves shall vest in and be held by the abovementioned bodies in trust for the purposes aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

Local Government Act, 1960-1962.

ORDER IN COUNCIL.

Corres. 693/54.

WHEREAS by section 288 of the Local Government Act, 1960-1962, it shall be lawful for the Governor, on request of the Council by notice in the *Government Gazette*, to declare any land reserved, or required, for use by the public or used by the public as a street, way, public place, bridge or thoroughfare, under the care, control and management of a Council, or land comprised in a private street, constructed and maintained to the satisfaction of a Council, as a public street, and if the council thinks fit, that the Governor shall declare the width of the carriage way and footpaths of the public street; and whereas the Town of Albany has requested that certain land named and described in the schedule hereunder, which has been reserved for a street within the Town of Albany, be declared a public street: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby declare the said land to be a public street, and such land shall, from the date of this order, be absolutely dedicated to the public as a street within the meaning of any law now or hereafter in force.

Schedule.

Name of Road; Width; Position.

Short Street; 50 links widening in parts; along the western boundaries of lots 6, 10, 8, 12, 14 and 133 of Albany Suburban Lot B7 (L.T.O. Diagrams 21127, 22809, 22471, 23095, 23086 and 13758).

(Plan Albany Sheet 4.)

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

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

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth this 20th day of November, 1962, the following Orders in Council were authorised to be issued.

Land Act, 1933-1962.

ORDERS IN COUNCIL.

WHEREAS section 33 of the Land Act, 1933-1962, it is, *inter alia*, made lawful for the Governor, by Order in Council, to direct that any land reserved pursuant to the provisions of that Act shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and limitations as the Governor shall deem necessary to ensure the land is used for the purpose for which the land is reserved as aforesaid; and whereas it is deemed expedient as follows:—

Corres. 9836/09.—That Reserve No. 21296 (Denmark Lot 257) should, subject as aforesaid, be granted in fee simple to the Western Australian Fire Brigades Board to be held in trust for the purpose of a "Fire Station Site."

Corres. 3744/53.—That Reserve No. 26552 (Geraldton Lot 1722) should, subject as aforesaid, be granted in fee simple to the Western Australian Fire Brigades Board to be held in trust for the purpose of a "Fire Station Site."

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserves shall be granted in fee simple to the abovementioned bodies to be held in trust for the aforesaid purposes, subject to the condition that the land shall not be leased or mortgaged in whole or in part without the consent of the Governor.

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 7th day of December, 1962, the following Orders in Council were authorised to be issued:—

Land Act, 1933-1962.

ORDER IN COUNCIL.

WHEREAS section 33 of the Land Act, 1933-1962, it is, *inter alia*, made lawful for the Governor, by Order in Council, to direct that any land reserved pursuant to the provisions of this Act shall be granted in fee simple to any person (as defined in the said section) subject to the condition that the person shall not lease or mortgage the whole or any part of the land without the consent of the Governor and subject to such other conditions and limitations as the Governor shall deem necessary to ensure the land is used for the purpose for which the land is reserved as aforesaid; and whereas it is deemed expedient as follows:—

Corres. 650/59.—That Reserve No. 25966 (Ballidu Lot 174) should, subject as aforesaid, be granted in fee simple to the Ballidu Joint-Owned Church Trust Inc. to be held in trust for the purpose of a "Church Site (Ballidu Joint-Owned Church Trust)."

Corres. 1567/58.—That Reserve No. 26577 (Calingiri Lot 89) should, subject as aforesaid be granted in fee simple to the Calingiri Sport Club (Inc.) to be held in trust for "Recreation and Sporting Purposes."

Corres. 554/37.—That Reserve No. 26579 (Mount Magnet Lot 28) should, subject as aforesaid, be granted in fee simple to the Western Australian Fire Brigades Board to be held in trust for the purpose of a "Fire Station Site."

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserves shall be granted in fee simple to the abovementioned bodies to be held in trust for the aforesaid purposes, subject to the condition that the land shall not be leased or mortgaged in whole or in part without the consent of the Governor.

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

Land Act, 1933-1962.

ORDERS IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1962, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient as follows:—

Corr. 12718/05, Vol. 2.—That Reserve No. 23081 (Bunbury Lot 366) should vest in and be held by the Country High School Hostels Authority in trust for the purpose of a Youth Hostel Site.

(The Order in Council issued under Executive Council Minute No. 1033 dated the 27th April, 1950 is hereby superseded.)

Corr. 846/61.—That Reserve No. 26571 (Kirup Lot 101) should vest in and be held by the Shire of Balingup in trust for the purpose of Recreation.

Corr. 408/59.—That Reserve No. 26574 (Gabbins Lot 41) should vest in and be held by the Shire of Mt. Marshall in trust for the purpose of Recreation.

Corr. 2574/61.—That Reserve No. 26576 at Norseman should vest in and be held by the Shire of Dundas in trust for the purpose of Recreation.

Corr. 220/61.—That Reserve No. 26581 (Roe-bourne Lot 449) should vest in and be held by the Minister for Native Welfare in trust for the purpose of a Natives Hostel Site.

Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserves shall vest in and be held by the abovementioned bodies in trust for the purposes aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

Land Act, 1933-1962.

ORDER IN COUNCIL.

WHEREAS by section 33 of the Land Act, 1933-1962, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, body corporate, or other person or persons to be named in the order, in trust for any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes to be specified in such order and with power of sub-leasing: And whereas it is deemed expedient as follows:—

Corr. 5948/24.—That Reserve No. 18809 (Canning Locations 919 and Carilla Lot 61) should vest in and be held by the Shire of Kalamunda in trust for the purpose of Hallsite and Recreation: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Shire of Kalamunda in trust for Hallsite and Recreation with power to the said Shire of Kalamunda, subject to the approval in writing of the Minister for Lands being first obtained, to lease the whole or any portion of the said Reserve for any term not exceeding 21 years from the date of the lease, and to the condition that the school children in this locality shall be allowed to use the cricket pitch and reserve under the direction of the Council.

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

Land Act, 1933-1962.

ORDER IN COUNCIL.

Corr. 3569/54.

WHEREAS by section 33 of the Land Act, 1933-1962, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, body corporate, or other person or persons to be named in the order, in trust for any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes to be specified in such Order and with power of sub-leasing; and whereas it is deemed expedient that Reserve No. 24069 (Kwinana Lot M.1040) should vest in and be held by the Chief Secretary in trust for the purpose of a Canteen Site: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Chief Secretary in trust for a Canteen Site with power to the said Chief Secretary to lease the whole or any portion of the said reserve for any term not exceeding 21 years from the date of the lease.

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

Forests Act, 1918-1954.

ORDER IN COUNCIL.

F.D. 958/60, Lands 1374/60.

WHEREAS by the Forests Act, 1918-1954, it is provided that a dedication under the said Act of Crown land as a State Forest may be revoked in whole or in part in the following manner:—

- (a) The Governor shall cause to be laid on the Table of each House of Parliament a proposal for such revocation.
- (b) After such proposal has been laid before Parliament the Governor, on a resolution being passed by both Houses that such proposal be carried out, shall, by Order in Council, revoke such dedication.

And whereas His Excellency the Governor did cause to be laid on the Table of each House of Parliament his proposal dated the 12th day of October, 1960, for the revocation in part of the dedication of Crown lands as State Forest; and whereas after such proposal had been laid before Parliament a resolution was passed by both Houses

that such proposal should be carried out: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, doth hereby revoke in part the dedication of Crown lands as State Forest No. 42 by excising that portion of such State Forest as is described in the schedule hereto.

Schedule.

State Forest No. 42—Hay Location 2252, together with a surveyed one-chain road adjacent to its southern boundaries as shown on Lands and Surveys Diagram 68627. (Plan 452D/40, A4.)

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

Metropolitan Water Supply, Sewerage
and Drainage Act, 1909-1960.

ORDER IN COUNCIL.

M.W.S. 846851/62.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct, provide and extend Water Works, Sewerage Works and Metropolitan Main Drainage Works; and whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Water Supply Improvements.
City of Perth.

Eight-inch diameter water main (length about 700 feet), together with valves and all necessary apparatus, and the existing eight-inch diameter main to be lifted, as shown in red on Plan M.W.S.S. & D.D., W.A. No. 8757.

This Order in Council shall take effect from the 14th day of December, 1962.

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

Country Areas Water Supply Act, 1947-1960.
Great Southern Towns Country Water Area.

ORDER IN COUNCIL.

P.W.W.S. 842/61, "A."

WHEREAS it is enacted under section 8 of the Country Areas Water Supply Act, 1947-1960, that the Governor may, by Order in Council, alter or extend the boundaries of a Country Water Area: Now, therefore, His Excellency the Governor, by and with the consent of the Executive Council, doth hereby extend the boundaries of the Great Southern Towns Country Water Area to include the area as defined in the schedule hereunder, and assign the name of "Great Southern Towns Country Water Area" thereto.

Schedule.

Extension of Great Southern Towns
Country Water Area.

All that portion of land bounded by lines starting from the south-eastern corner of Williams Location 1393, a point on the present boundary of the Great Southern Towns Country Water Area and extending southerly to the north-western corner of Narrogin Agricultural Area Lot 76; thence southerly along the western boundary of that lot to a line parallel to and 100 yards northerly from the southern boundaries of that lot and lots 27, 72 and 38; thence easterly along that line to its intersection with a line parallel to and 100 yards north-westerly from the north-western side

of road number 3177; thence generally north-easterly along that line to its intersection with a line parallel to and 100 yards westerly from the western side of a one-chain road passing along the eastern boundary of lot 47 and the western boundary of lot 70; thence northerly along that line to its intersection with a line parallel to and 100 yards north-westerly from a line between the south-western corner and the north-eastern corner of lot 70 aforesaid; thence north-easterly along that line to the western boundary of lot 70 aforesaid; thence northerly and easterly along boundaries of that lot to the intersection of its northern boundary with a line parallel to and 100 yards north-westerly from a line between the south-western corner and the north-eastern corner of lot 70 aforesaid; thence north-easterly along that line to its intersection with a line parallel to and 100 yards north-westerly from the north-western side of road number 3177 aforesaid; thence generally north-easterly along that line to the western boundary of the eastern severance of Williams Location 298; thence northerly and easterly along boundaries of that severance to the south-eastern corner of Reserve 10024; thence northerly and easterly along boundaries of the south-eastern severance of lot H8 of location 299 to the north-western corner of location 1116; thence easterly along northern boundaries of that location and locations 4071 and 4057 to the intersections with a line parallel to and 100 yards north-westerly from the south-eastern boundary of lot H4 of location 299 aforesaid; thence north-easterly along that line and onwards to a western boundary of location 9348 (Reserve 19121); thence generally northerly along western boundaries of that location and location 4682 to the north-western corner of the lastmentioned location; thence generally easterly along northern boundaries of that location and locations 15271 and 4367 to a point situate in prolongation southerly of the western boundary of location 3588; thence northerly and easterly to and along boundaries of that location and onwards to the western boundary of location 11809; thence northerly and easterly along boundaries of that location to a point situate in prolongation south-westerly of the north-western boundary of Wickepin Agricultural Area Lot 243; thence north-easterly to and along that boundary and north-western boundaries of lots 402 and 51 to the north-western corner of the lastmentioned lot; thence easterly along the northern boundary of that lot to the north-western corner of lot 264; thence easterly and south-easterly along boundaries of that lot and north-eastern boundaries of lots 69 and 265 to intersect with a line parallel to and 100 yards north-westerly from the north-western side of a one-chain road passing along south-eastern boundaries of lot 53, the northern severance of Williams Location 14824 and Wickepin Agricultural Area Lot 507; thence north-easterly along that line to the eastern boundary of the northern severance of location 14824 aforesaid; thence northerly along that boundary, the eastern boundary of Wickepin Agricultural Area Lot 508 and again the eastern boundary of the northern severance of location 14824 to a point situate in prolongation westerly of the northern boundary of location 1610; thence easterly to and along that boundary and onwards to the western boundary of location 3864; thence southerly along that boundary to a point situate in prolongation easterly of the northern boundary of Reserve 13752, a point on the boundary of Wickepin Townsite; thence southerly, generally westerly and northerly along that townsite boundary to its intersection with a line parallel to and 100 yards south-easterly from the southern side of a one-chain road passing along the northern boundaries of the southern severances of Williams Location 14824 aforesaid and northern boundaries of locations 5085 and 10621; thence south-westerly and westerly along that line to its intersection with a line parallel to and 100 yards south-easterly from a line between the north-eastern corner of location 11809 and the north-eastern corner of location 4057; thence south-westerly along that line to the eastern boundary of location 11809 aforesaid; thence southerly and westerly along boundaries of that location to a point situate

in prolongation northerly of the eastern boundary of location 4367; thence southerly, westerly, again southerly and again westerly along boundaries of that location to the south-eastern corner of location 15271; thence generally westerly along southern boundaries of that location to the north-eastern corner of location 10062; thence westerly, southerly, again westerly, again southerly and again westerly along boundaries of that location and onwards to the north-western side of road number 3177 aforesaid; thence generally west-south-westerly along that side to its intersection with the prolongation north-easterly of a line parallel to and 100 yards south-easterly from the north-western boundary of location 2607; thence south-westerly to and along that line and onwards generally south-westerly along a line parallel to and 100 yards south-easterly from the south-eastern side of road number 3177 aforesaid to its intersection with a line parallel to and 100 yards south-easterly from a line between the south-western corner and the north-eastern corner of Narrogin Agricultural Area Lot 70 aforesaid; thence south-westerly along that line to an eastern boundary of lot 70 aforesaid; thence generally south-south-westerly and westerly along boundaries of that lot to intersect with a line parallel to and 100 yards south-easterly from the line between the south-western corner and the north-eastern corner of lot 70 aforesaid; thence south-westerly along that line to its intersection with a line parallel to and 100 yards easterly from the eastern side of the one-chain road passing along the eastern boundary of lot 47; thence southerly along that line to its intersection with a line parallel to and 100 yards south-easterly from the southern side of road number 3177 aforesaid; thence generally south-westerly along that side to its intersection with a line parallel to and 100 yards southerly from the northern boundaries of lots 40, 39 (Reserve 2130), 26 and 24; thence westerly along that line to the western boundary of lot 24 aforesaid; thence northerly along that boundary to a present boundary of the Great Southern Towns Country Water Area aforesaid, and thence generally northerly and easterly along that present boundary to the starting point.

Being the land delineated and shown bordered blue on Plan P.W.D., W.A. 39721, Sheet 1.

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

Local Government Act, 1960-1962.

ORDER IN COUNCIL.

Corres. 2423/97.

WHEREAS by section 288 of the Local Government Act, 1960-1962, it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, or acquired, for use by the public or used by the public as a street, way, public place, bridge or thoroughfare, under the care, control and management of a Council, or land comprised in a private street, constructed and maintained to the satisfaction of a Council as a public street, and if the Council thinks fit, that the Governor shall declare the width of the carriage way and footpaths of the public street; and whereas the City of Perth has requested that certain land named and described in the schedule hereunder, which has been reserved for a street within the City of Perth be declared a public street: Now, therefore, His Excellency the Governor by and with the advice and consent of the Executive Council, doth hereby declare the said land to be a public street, and such land shall, from the date of this order, be absolutely dedicated to the public as a street within the meaning of any law now or hereafter in force.

Schedule.

Name of Street; Width; Description.

Wellington Street (widening); 36.4 links; portions of each of Perth Town Lots W.78, W.79, W.80 and W.81 and being the sole remaining land in Certificate of Title Volume 511, folio 187.

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

Local Government Act, 1960.

City of Perth.

Alteration of Wards, Increase in Membership and Holding of an Election.

ORDER IN COUNCIL.

L.G. 175/53.

WHEREAS it is provided in subsection (2) of section 12 of the Local Government Act, 1960, that the Governor, by order made after effective presentation to him of a petition bearing the Common Seal of the municipality, may alter the boundaries of and abolish wholly or in part Wards existing in a district, create new Wards in a district and describe the boundaries of the Wards of a district as existing for the time being; and whereas the Governor is further empowered by subsection (4) of the said section to give such directions as he thinks fit to give effect to an alteration in the number of the members of a Council and to make the number of offices of member of a Council conform to the limits imposed by the said Act; and whereas it is further provided in section 20 (1) of the Local Government Act, 1960, that where the Governor exercises a power conferred by section 12 he may by order direct who, if any, of the members whose district is affected by the exercise of the power shall go out of office and when, and may direct the holding on a day appointed by the order being a date within a period of six months from the date of the order of an election of such members so affected; and whereas the City of Perth has submitted a petition praying that the South Ward be wholly abolished and the area thereof included in the West Ward; that two new Wards be created to be designated as Carlisle and Coast Wards respectively and that the boundaries of the remaining Wards be altered; and whereas it is considered expedient that the petition of the City of Perth should be granted: Now, therefore, His Excellency the Governor, pursuant to the provisions of the said Act, acting by and with the advice and consent of the Executive Council, doth hereby—

- (a) abolish the South Ward;
- (b) create two new Wards to be known as the Carlisle and Coast Wards respectively and alter the boundaries of the remaining Wards as set forth in the schedule hereto;
- (c) increase the membership of the Perth City Council to twenty-eight comprising the Lord Mayor and twenty-seven Councillors, being three Councillors for each Ward;
- (d) direct that the alteration in the Ward boundaries shall take effect as from the 1st January, 1963, but the increase in membership shall not take place until the 25th day of May, 1963;
- (e) that all members of the Council, with the exception of the Lord Mayor, of the City of Perth shall retire from office on the 25th day of May, 1963, and further direct that until the holding of an election on the 25th day of May, 1963 the existing members of the Council shall continue in office as if the Ward boundaries had not been changed or the membership altered;
- (f) direct that on the 25th day of May, 1963 an election shall be held to return twenty-seven councillors, being three each for the respective Wards of the City.

R. H. DOIG,
Clerk of the Council.

Technical Description.

Redivision of City of Perth Wards.

Coast Ward.

All that portion of the City of Perth bounded by lines starting from the westernmost south-western corner of Herdsman Lake Lot 153, a point on the northern boundary of the City of Perth, and extending southerly along the eastern side of Marlow Street to the centre line of Cambridge Street; thence westerly along that centre line to the western side of Selby Street; thence southerly along that side to the southern alignment of Alderbury

Street, a point on the southern boundary of the City of Perth, and thence generally west-south-westerly, generally northerly and generally south-easterly along boundaries of the City of Perth to the starting point.

Carlisle Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the centre line of Shepperton Road, and the northern side of Welshpool Road, a point on the eastern boundary of the City of Perth, and extending generally north-westerly along the centre lines of Shepperton Road aforesaid and Albany Highway and onwards to and along the centre line of the Causeway to the left bank of the Swan River; thence north-easterly upwards along that bank to the north-eastern side of the Causeway a point on the northern boundary of the City of Perth, and thence generally northerly, generally south-easterly and generally south-westerly along boundaries of the City of Perth to the starting point.

Victoria Park Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the south-western side of the Causeway and the left bank of the Swan River, a point on the southern boundary of the City of Perth, and extending north-easterly upwards along that bank to the centre line of the Causeway; thence generally south-easterly along that centre line and onwards to and along the centre lines of Albany Highway and Shepperton Road to the northern side of Welshpool Road, a point on the eastern boundary of the City of Perth, and thence generally south-westerly, westerly and generally northerly along boundaries of the City of Perth to the starting point.

Central Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the prolongation south-easterly of the centre line of Spring Street and the prolongation north-westerly of the southwestern side of Barrack Square, a point on the southern boundary of the City of Perth, and extending north-westerly to and along the centre line of Spring Street aforesaid to the centre line of Mount Street, thence generally north-easterly along that centre line and the centre lines of Milligan Street and its eastern branch to the southern alignment of Wellington Street; thence north-easterly to and along the centre line of Milligan Street to the centre line of James Street; thence south-easterly along that centre line to the centre line of Parker Street; thence north-easterly along that centre line to the centre line of Aberdeen Street; thence north-westerly along that centre line to the centre line of Palmerston Street; thence north-easterly along that centre line to the centre line of Stuart Street; thence generally south-easterly along that centre line and the centre line of Forbes Road and onwards to the centre line of Beaufort Street; thence generally south-westerly along that centre line and the centre line of Beaufort Street Bridge to the centre line of Wellington Street aforesaid; thence south-easterly along that centre line to the centre line of Lord Street; thence south-westerly along that centre line to the centre line of Victoria Square; thence south-easterly, south-westerly and north-westerly along that centre line to the centre line of Victoria Avenue; thence south-westerly along that centre line and onwards to the prolongation south-easterly of the south-western side of Barrack Square aforesaid a point on the southern boundary of the City of Perth aforesaid, and thence north-westerly along that boundary to the starting point.

West Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the centre line of the Perth-Fremantle Railway Reserve and the prolongation south-westerly of the centre line of Loftus Street, a point on the southern boundary of the City of Perth, and extending generally north-easterly to and along the centre line of Loftus Street aforesaid to the centre line of Vincent Street; thence easterly along that centre line to the centre line of Charles Street; thence southerly

along that centre line to the centre line of Carr Street; thence generally south-easterly along that centre line and the centre line of Stuart Street to the centre line of Palmerston Street; thence south-westerly along that centre line to the centre line of Aberdeen Street; thence south-easterly along that centre line to the centre line of Parker Street; thence south-westerly along that centre line to the centre line of James Street; thence north-westerly along that centre line to the centre line of Milligan Street; thence south-westerly along that centre line and onwards to the southern alignment of Wellington Street; thence generally south-westerly along the centre lines of the eastern branch of Milligan Street, Milligan Street and Mount Street to the centre line of Spring Street; thence south-easterly along that centre line and onwards to the prolongation north-westerly of the south-western side of Barrack Square, a point on the south boundary of the City of Perth aforesaid, and thence generally south-westerly, northerly and generally north-easterly along that boundary to the starting point.

Leederville Ward.

All that portion of the City of Perth bounded by lines starting from the south-western corner of lot 29 of Swan Location 673 as shown on Land Titles Office Plan 6152, a point on the northern boundary of the City of Perth, and extending southerly along the eastern alignment of Lake Monger Drive to the centre line of Anzac Road; thence south-easterly and easterly along that centre line to the centre line of Loftus Street; thence generally southerly along that centre line and onwards to the centre line of the Perth-Fremantle Railway Reserve, a point on the southern boundary of the City of Perth; thence generally westerly along that boundary to the intersection of the southern alignment of Alderbury Street and the western side of Selby Street; thence northerly along that side of Selby Street to the centre line of Cambridge Street; thence easterly along that centre line to the eastern alignment of Marlow Street; thence northerly along that alignment to the westernmost south-western corner of Herdsman Lake Lot 153, a point on the northern boundary of the City of Perth aforesaid, and thence generally north-easterly along that boundary to the starting point.

North Perth Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the centre line of Walcott Street and the centre line of Fitzgerald Street, a point on the northern boundary of the City of Perth, and extending south-westerly and southerly along the centre line of Fitzgerald Street aforesaid to the centre line of View Street; thence westerly along that centre line to the centre line of Charles Street; thence southerly along that centre line to the centre line of Vincent Street; thence westerly along that centre line to the centre line of Loftus Street; thence generally northerly along that centre line to the centre line of Anzac Road; thence generally westerly along that centre line to the eastern alignment of Lake Monger Drive; thence northerly along that alignment to the south-western corner of lot 29 of Swan Location 673 as shown on Land Titles Office Plan 6152, a point on the northern boundary of the City of Perth aforesaid, and thence northerly, easterly and generally south-easterly along that boundary to the starting point.

North Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the centre line of Walcott Street and the centre line of Lord Street, a point on the northern boundary of the City of Perth, and extending south-westerly along the centre line of Lord Street to the centre line of Broome Street; thence north-westerly along that centre line to the centre line of Beaufort Street; thence south-westerly along that centre line to a point situate in prolongation south-easterly of the centre line of Forbes Road; thence generally north-westerly to and along that centre line, the centre line of Stuart Street, and

the centre line of Carr Street to the centre line of Charles Street; thence northerly along that centre line to the centre line of View Street; thence easterly along that centre line to the centre line of Fitzgerald Street; thence generally northerly along that centre line to the centre line of Walcott Street aforesaid, a point on the north boundary of the City of Perth aforesaid, and thence south-easterly along that boundary to the starting point.

East Ward.

All that portion of the City of Perth bounded by lines starting from the intersection of the prolongation south-easterly of the south-western side of Barrack Square and the prolongation south-westerly of the centre line of Victoria Avenue, a point on the southern boundary of the City of Perth, and extending north-easterly to and along the centre line of Victoria Avenue aforesaid to the centre line of Victoria Square; thence south-easterly, north-easterly and north-westerly along that centre line to the centre line of Lord Street; thence north-easterly along that centre line to the centre line of Wellington Street; thence west-north-westerly along that centre line to the centre line of Barrack Street; thence generally north-easterly along the centre lines of Beaufort Street Bridge and Beaufort Street to the centre line of Broome Street; thence south-easterly along that centre line to the centre line of Lord Street; thence north-easterly along that centre line to its intersection with the centre line of Walcott Street, a point on the northern boundary of the City of Perth and extending generally easterly and generally southerly along that boundary to the intersection of the north-eastern side of the Causeway and the left bank of the Swan River; thence south-westerly downwards along that bank to the south-western side of the Causeway, a point on the southern boundary of the City of Perth aforesaid, and thence generally west-north-westerly along that boundary to the starting point.

Local Government Act, 1960.

City of Fremantle.

Annexation of Outlying Land.

ORDER IN COUNCIL.

L.G. 823/52.

WHEREAS it is provided in subsection (1) of section 12 of the Local Government Act, 1960, that upon the presentation of a petition from the Council of the municipality of the district and at least twenty or a majority, whichever is the lesser number of the owners of land within the outlying portion, the Governor may annexe to a district an area of outlying land adjoining the district; and whereas the City of Fremantle has submitted a petition seeking the annexation to the district of an area of outlying land adjoining the district; and whereas a petition has also been submitted by the sole owner of the land within the outlying portion; and whereas it is deemed expedient that the area of land concerned should be annexed to the district of the municipality of the City of Fremantle: Now, therefore, His Excellency the Governor, pursuant to the provisions of the said Act, acting by and with the advice and consent of the Executive Council, hereby orders that the land described in the schedule hereto be annexed to the district of the municipality of the City of Fremantle to form part of the City Ward thereof.

R. H. DOIG,
Clerk of the Council.

The Schedule.

All that portion of land bounded by lines starting from the intersection of the south-eastern boundary of Fremantle Lot 1864 with the present Fremantle Townsite boundary, and extending south-westerly, westerly and northerly along boundaries of that lot to the intersection with the present Fremantle Townsite boundary aforesaid; and thence easterly along that boundary to the starting point. (Public Plan Fremantle 186.)

Local Government Act, 1960.

Town of Melville.

Common Seal.

ORDER IN COUNCIL.

L.G. 292/61.

WHEREAS it is provided in paragraph (b) of subsection (3) of section 9 of the Local Government Act, 1960, that from time to time the Governor may approve an alteration of the common seal of a municipality; and whereas the municipality of the Shire of Melville was constituted as the Town of Melville as and from the 28th day of September, 1962; and whereas the Council has requested approval of an alteration of the Seal so that it will bear the words "Town of Melville" in lieu of the existing Seal which bears the words "Shire of Melville": Now, therefore, His Excellency the Governor, acting by and with the advice and consent of Executive Council, under the powers conferred by the said Act hereby approves the alteration of the common seal of the municipality of the Town of Melville by substituting the words "Town of Melville" for the words "Shire of Melville."

R. H. DOIG,
Clerk of the Council.

Local Government Act, 1960.

Constitution of Valuation Appeal Courts.

ORDER IN COUNCIL.

L.G. 813/60.

PURSUANT to the powers conferred by section 556 of the Local Government Act, 1960, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, doth hereby add to the list of portions of the State in which the Geraldton Valuation Appeal Court shall have jurisdiction, as set forth in the *Government Gazette* of the 8th September, 1961, at page 2639, the name of the district of the Shire of Coorow.

R. H. DOIG,
Clerk of the Council.

Local Government Act, 1960.

Shire of Wickepin.

Alteration of Ward Boundaries.

ORDER IN COUNCIL.

L.G. 651/62.

WHEREAS it is provided by paragraph (f) of subsection (2) of section 12 of the Local Government Act, 1960, that the Governor may, upon the presentation of a petition under the seal of the municipality, alter the boundaries of Wards existing in a district; and whereas the council of the municipality of the Shire of Wickepin has submitted a petition to the said Governor praying that certain land may be transferred from the West Ward to the Wickepin Ward of the said district; and whereas it is deemed expedient that the prayer of the petition should be granted and the boundaries of the Wards altered in accordance therewith: Now, therefore, His Excellency the Governor, acting by and with the advice and consent of the Executive Council, doth hereby alter the boundaries of the West and Wickepin Wards as set forth in the Schedule hereto.

R. H. DOIG,
Clerk of the Council.

Schedule.

Transfer from the West Ward to the Wickepin Ward.

(a) All that portion of land bounded by lines starting from the intersection of the prolongation southerly of the eastern boundary of Wickepin Town Lot 76 and the prolongation west-south-westerly of the northern boundary at lot 94 of

Williams Location 1610 as shown on Land Titles Office Plan 3375, a point on the present boundary of Wickepin Townsite and extending generally east-north-easterly to and along the northern boundary of lot 94 aforesaid and the northern side of Moss Parade to the eastern side of Rintel Street; thence southerly along that side to the north-western corner of Reserve 13752; thence easterly along the northern boundary of that reserve and onwards to the western boundary of location 3864; thence southerly along that boundary and the western boundary of location 7296 and onwards to the northernmost north-western corner of location 1626, a point on the present boundary of Wickepin Townsite aforesaid, and thence westerly and northerly along that present boundary to the starting point.

(b) All that portion of land bounded by lines starting from the south-eastern corner of lot 12 of Williams Location 786 as shown on Land Titles Office Diagram 3488, a point on the present boundary of Wickepin Townsite, and extending westerly along the southern boundary of that lot and onwards to the western side of a right of way passing along western boundaries of lots 12 to 1 inclusive; thence northerly along that side to a point situate in prolongation south-westerly of the north-western boundary of lot 1 aforesaid; thence north-easterly to and along that boundary and onwards to the western side of road number 5108, a point on the present boundary of Wickepin Townsite aforesaid, and thence southerly along that boundary to the starting point.

(Public Plans Wickepin Townsite and 378C/40.)

Local Government Act, 1960.

Shires of Nyabing-Pingrup, Gnowangerup and Ravensthorpe.

Adjustment of Boundaries.

ORDER IN COUNCIL.

L.G.D. 74/62.

WHEREAS it is provided by paragraph (f) of subsection (2) of section 12 of the Local Government Act, 1960, that the Governor, by order made after effective presentation to him of a petition bearing the Common Seal of each municipality which will be directly affected by the order, may alter and adjust the boundaries of adjoining districts; and whereas the municipalities of the Shires of Nyabing-Pingrup, Gnowangerup and Ravensthorpe have all submitted a joint petition praying that the respective boundaries should be adjusted in accordance with the prayer of the petition and as set forth in the schedule hereto; and whereas it is deemed expedient to alter and adjust the boundaries of the districts concerned in accordance with the petition: Now, therefore, His Excellency the Governor, acting by and with the advice and consent of the Executive Council under the powers conferred by the said Act, doth hereby alter and adjust the boundaries of the adjoining districts of the Shires of Nyabing-Pingrup, Gnowangerup and Ravensthorpe, as set forth in the schedule attached.

R. H. DOIG,
Clerk of the Council.

Technical Description.

1. Transfer of Territory from the Shire of Nyabing-Pingrup to the Shire of Gnowangerup.

(a) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the north-western boundary of Kent Location 1586 and extending north-north-easterly and generally south-easterly along boundaries of that location to a point situate in prolongation south-westerly of the north-western boundary of location 1604; thence north-easterly and south-easterly to and along boundaries of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence westerly along that boundary to the starting point.

(b) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the north-western boundary of Kent Location 1605 and extending north-easterly along that north-western boundary to the north-western corner of location 1668; thence generally north-easterly and generally southerly along boundaries of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence westerly along that boundary to the starting point.

(c) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the western boundary of Kent Location 1628 and extending northerly and easterly along boundaries of that location and onwards to the north-western boundary of location 1642, thence north-north-easterly and generally south-easterly along boundaries of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence westerly along that boundary to the starting point.

(d) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the south-eastern boundary of Kent Location 1640 and extending generally east-north-easterly along that south-eastern boundary to a point situate in prolongation north-north-westerly of the western boundary of location 1634; thence south-south-easterly to and along that boundary to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence westerly along that boundary to the starting point.

(e) All that portion of land bounded by lines starting from the north-western corner of Kent Location 1574, a point on the present northern boundary of the Shire of Gnowangerup and extending easterly and southerly along boundaries of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence westerly and northerly along that boundary to the starting point. Area involved: 11,456 acres.

(Public Plan 419/80.)

2. Transfer of Territory from the Shire of Gnowangerup to the Shire of Nyabing-Pingrup.

(a) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the eastern boundary of Kent Location 1583 and extending south-south-westerly and west-north-westerly along boundaries of that location and westerly along the southern boundaries of locations 1578 and 1581 to the south-western corner of the lastmentioned location and onwards to the eastern boundary of location 1573; thence northerly and westerly along boundaries of that location to the eastern boundary of location 1574; thence northerly along that boundary to the intersection with the northern boundary of the Shire of Gnowangerup aforesaid, and thence easterly along that boundary to the starting point.

(b) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the north-western boundary of Kent Location 1605 and extending south-westerly along that north-western boundary to a point situate in prolongation south-easterly of the south-western boundary of location 1609; thence north-westerly to and along that boundary to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence easterly along that boundary to the starting point.

(c) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the eastern boundary of Kent Location 1626 and extending southerly and generally westerly along boundaries of that location to the south-eastern corner of location 1710; thence westerly and north-north-easterly along boundaries of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence easterly along that boundary to the starting point.

(d) All that portion of land bounded by lines starting from the intersection of the present northern boundary of the Shire of Gnowangerup with the south-eastern boundary of Kent Location 1640 and extending west-south-westerly and north-north-westerly along boundaries of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence easterly along that boundary to the starting point. Area involved: 4,518 acres.

(Public Plan 419/80.)

3. Transfer of Territory from the Shire of Gnowangerup to the Shire of Ravensthorpe.

All that portion of land bounded by lines starting from the intersection of the present eastern boundary of the Shire of Gnowangerup with a southern boundary of Kent Location 1708 and extending generally westerly along the southern boundaries of that location and location 1634 to the southernmost corner of the lastmentioned location; thence north-north-westerly along the south-western boundary of that location to the intersection with the present northern boundary of the Shire of Gnowangerup aforesaid, and thence easterly and southerly along boundaries of that Shire to the starting point. Area involved: 3,866 acres.

(Public Plan 419/80.)

4. Transfer of Territory from the Shire of Nyabing-Pingrup to the Shire of Ravensthorpe.

All that portion of land bounded by lines starting from the intersection of the present southern boundary of the Shire of Nyabing-Pingrup with the south-western boundary of Kent Location 1634 and extending north-north-westerly along that south-western boundary and onwards to the southern boundary of location 1640; thence east-north-easterly and northerly along boundaries of that location to the southernmost corner of location 1644; thence east-north-easterly along a southern boundary of that location and onwards to the westernmost south-western corner of location 1650; thence generally northerly along western and north-western boundaries of that location and locations 1706, 1651, 1652 and 1690 to the intersection with the present eastern boundary of the Shire of Nyabing-Pingrup aforesaid, and thence southerly and westerly along boundaries of that Shire to the starting point. Area involved: 14,470 acres.

(Public Plan 419/80.)

5. Transfer of Territory from the Shire of Ravensthorpe to the Shire of Nyabing-Pingrup.

All that portion of land bounded by lines starting from the intersection of the present western boundary of the Shire of Ravensthorpe with the north-eastern boundary of Kent Location 1669 and extending south-easterly along that north-eastern boundary and onwards to the northernmost north-eastern corner of location 1691; thence westerly and south-westerly along boundaries of that location and south-westerly along the north-western boundary of location 1690 to the intersection with the present western boundary of the Shire of Ravensthorpe aforesaid, and thence northerly along that boundary to the starting point. Area involved: 4,365 acres.

(Public Plans 419/80 and 420/80.)

Workers' Compensation Act, 1912-1961.

ORDER IN COUNCIL.

WHEREAS it is enacted, *inter alia*, by section 13 of the Workers' Compensation Act, 1912-1961, that it shall be obligatory for every employer to obtain from an incorporated insurance office approved by the Minister a policy of insurance for the full amount of the liability to pay compensation under the Act to all workers employed by him, but that if an employer proves to the satisfaction of the Minister that such employer has established a fund for insurance against such liability and has deposited at the Treasury securities charged with all payments to become due under such liability, the Governor may, by Order in Council, exempt such employer from the operation of such section; and

whereas Mobil Oil Australia Pty. Ltd., of St. George's Terrace, Perth, being an employer within the meaning of the said Act and as such subject to the provisions of section 13 thereof and having duly in accordance with the Act and the regulations made thereunder, made application for exemption from the operation of the said section 13, has satisfied the Minister that it has established a fund for insurance against its liability to pay compensation under the Act to all workers employed by it, and has deposited at the Treasury a security, to wit, a bond for £5,000 charged with all payments to become due under its liability aforesaid: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by section 13 of the Act, doth hereby exempt Mobil Oil Australia Pty. Ltd. from the operation of section 13 of the Workers' Compensation Act, 1912-1961, for a period terminating on the 30th day of June, 1964.

R. H. DOIG,
Clerk of the Council.

Premier's Department,
Perth, 6th December, 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 Ministers from their offices:—

During the absence of the Hon. L. A. Logan, M.L.C., because of illness, from 3rd December, 1962—

The Honourable James Frederick Craig, M.L.A., to be Acting Minister for Local Government, Town Planning and Child Welfare.

During the absence of the Hon. C. D. Nalder, M.L.A., in the Eastern States, from 6th December, 1962—

The Honourable William Stewart Bovell, M.L.A., to be Acting Minister for Agriculture.

The Honourable Edgar Henry Mead Lewis, M.L.A., to be Acting Minister for Electricity.

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

AUDIT ACT, 1904.

The Treasury,
Perth, 11th December, 1962.

Tsy. 168/48.

IT is hereby published for general information that the appointment of Mr. C. W. Connor, of the Lands and Surveys Department, has been cancelled, as from 7th September, 1962.

Tsy. 1/54.

IT is hereby published for general information that Mr. R. M. Starr has been appointed as a Certifying Officer for the State Housing Commission for the period 29th October, 1962, to 18th February, 1963.

Tsy. 118/61.

IT is hereby published for general information that Mrs. Valma Muggeridge has been appointed as a Receiver of Revenue for the Education Department Physical Education Branch as well as Mrs. P. Craigh of the Vacation Swimming Classes section.

Tsy. 218/48.

IT is hereby published for general information that Messrs. G. Samuel and F. Armstrong have been appointed Authorising and Certifying Officers for the Metropolitan Water Supply.

The appointments of Messrs. B. J. Clarkson, H. E. Humphreys, E. G. Baker, A. W. Gilbey have been cancelled as from the 26th November, 1962.

Tsy. 179/60.

IT is hereby published for general information that Mr. Irwin Harmsworth has been appointed as a Certifying Officer and an Officer Empowered to

Appoint for the Mental Health Services for the period 2nd January, 1963, to 1st April, 1963, during the absence of the Manager of Mental Health Services on long service leave.

Tsy. 178/60.

IT is hereby published for general information that Messrs. N. J. Green, D. G. R. Hughes, M. Kosterich have been appointed as Certifying Officers for the Department of Public Works, as from 28th November, 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, EDWARD DONALD WARREN, of 162 Hensman Street, South Perth, Land and Estate 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 49 St. George's Terrace, Perth.

Dated the 10th day of December, 1962.

E. D. WARREN.

Appointment of Hearing.

I hereby appoint the 22nd day of January, 1963, 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 10th day of December, 1962.

J. F. McINTYRE,
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.

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth:

I, JOHN LAWSON PADLEY, of 37 Perkins Road, Melville, Sales Manager, 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 37 Perkins Road, Melville.

Dated the 11th day of December, 1962.

J. PADLEY.

Appointment of Hearing.

I hereby appoint the 16th day of January, 1963, 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 11th day of December, 1962.

J. F. McINTYRE,
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.

Mazza, Wallwork, Torre & Talbot, of 69 St. George's Terrace, Perth, Solicitors for the Applicant.

Public Service Commissioner's Office,
Perth, 12th December, 1962.

HIS Excellency the Governor in Executive Council has approved of the following appointments under the provisions of the Public Service Act, 1904-1956:

Name; Position; Department; Date.

Growden, Noel Clifford; Inspector, Grade 3, G-II-1/2, Inspection Services, Horticultural Division; Agriculture; 7/12/61.

Jecks, Maurice Neville; Drafting Assistant, G-XI, Survey Examinations and Drafting Branch; Mines; 1/4/62.

Williamson, John Lachlan; Drafting Assistant, G-XI, Survey Examinations and Drafting Branch; Mines; 1/4/62.

Smith, Alan John; Draftsman, P-II-1/5, Survey Examinations and Drafting Branch; Mines; 5/3/61.

McKenzie, James Hugh; Laboratory Assistant, G-X, School of Mines; Mines; 5/2/62.

Playford, Phillip Elliott; Senior Geologist, P-I-1, Sedimentary (Oil) Section, Geological Survey Branch; Mines; 11/1/62.

MacLeod, William Norman; Senior Geologist, P-I-1, Mineral Resources Section, Geological Survey Branch; Mines; 15/1/62.

Lowry, David Clifton; Geologist, Grade 2, P-II-3/7, Geological Survey Branch; Mines; 27/4/62.

Gemuts, Ilmars; Geologist, P-II-3/7, Geological Survey Branch; Mines; 26/1/62.

Gordon, Francis Raymond; Geologist, P-II-10/11, Hydrological and Engineering Section, Geological Survey Branch; Mines; 24/1/62.

Edgell, Henry Stewart; Palaeontologist, P-II-10/11, Geological Survey Branch; Mines; 11/5/62.

Leslie, Carole Hazel; Assistant, G-IX, Tourist Bureau; Premier's; 8/4/62.

Greer, Henry Steven; Medical Officer, Grade 1, P-I-7, Havelock Clinic, Mental Health Services; Public Health; 14/2/62.

Haynes, Rodney Richard; Clerk, C-IV, General Section; Public Service Commissioner's Office; 19/5/62.

Deleo, Antonio Carmelo; Architectural Draftsman, P-II-1/5, Drawing Office, Architectural Division; Public Works; 5/3/61.

Neaves, Rodney Andrew; Engineering Draftsman, P-II-1/5, Drainage and Irrigation Section, Drawing Office, Engineering Division; Public Works; 5/3/61.

Dougan, Peter Frederick; Clerk, C-IV, Accounts Branch; Public Works; 16/4/61.

Gibbons, Darryl Robert; Clerk, C-IV, Records Branch; Public Works; 15/5/62.

Walker, Hilton Alfred; Hydrographic Assistant, Grade 2 (Harvey), G-II-2/3, Hydraulic Engineer's Branch; Public Works; 20/12/61.

Horwitz, Rudolph Christian Hugues; Senior Geologist, P-I-1, Regional Mapping Branch, Geological Survey; Mines; 3/1/62.

Chamarette, Louise Anne Claire; Accounting Machinist, C-V, Accounting Division; Public Works; 15/4/62.

Hollingsworth, Robyn Elsie; Assistant, G-IX, Correspondence and Records Branch; Public Works; 1/8/61.

Fitzsimmons, Anthony Albert Hugh; Clerk, C-IV, Correspondence and Records Branch; Public Works; 30/4/62.

MacDonald, Janis Christine; Drafting Assistant, G-XII, Drawing Office, Architectural Division; Public Works; 6/1/62.

And has approved of the creation of the following offices:—

Ex. Co. 2465—Superintendent, Karnet Rehabilitation Centre, G-II-5/6, Prisons' Department, Chief Secretary's Department.

Ex. Co. 2468—Solicitor, Grade 2 (Conveyancing) P-II-8/9, Solicitor General's Office, Crown Law Department.

AMENDMENT TO CLASSIFICATION.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given that the classification of new item, vacant, Probation Officer, Field Division, Child Welfare Department, has been amended from P-II-1/5(F) to G-III-1/4, with effect from the 1st December, 1962.

R. J. BOND,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
				1962
Medical	Clerk, Finance Section (Item 4633/61)	C-II-2	Margin £479-£515	21st December
Mental Health Services	Mental Health Officer, Social Welfare Branch (Item 4538/61) (a) (c)	G-III-1/4	Margin £329-£644	do.
Fisheries	Master, Research Vessel (Item 3679/61) (a) (d)	G-II-6	Margin £893-£947	do.
State Government Insurance Office	Clerk (Relieving), Clerical Branch (Item 2693/61)	C-II-1	Margin £407-£443	do.
Crown Law	Clerk, Bunbury, Court Offices (Item 2164/61)	C-II-1/2	Margin £407-£515	do.
Do.	Senior Clerk, Conveyancing Branch, Public Trust Office (Item 2251/61)	C-II-5/6	Margin £785-£947	do.
Do.	Clerk-in-Charge and Assistant Registrar, Strong Room, Land Titles Office (Item 2305/61)	C-II-7	Margin £1001-£1109	do.
Public Works	Clerk, Pay Office, Accounting Division (Item 574/61)	C-II-1	Margin £407-£443	do.
Mines	Geologist, Grade 2, Geological Survey Branch (Item 4135/61) (a) (h)	P-II-3/7	Margin £569-£1109	do.
Do.	Analyst and Research Officer, Grade 2, Foods, Drugs and Toxicological Division, Government Chemical Laboratories (Items 4062 and 4064/61) (a) (f)	P-II-2/7	Margin £515-£1109	do.
Do.	Chemist and Research Officer, Grade 2, Agriculture, Water Supply and Forestry Division, Government Chemical Laboratories (Item 4074/61) (a) (f)	P-II-2/7	Margin £515-£1109	do.
Do.	Library Assistant-in-Charge, Government Chemical Laboratories (Item 4048/61)	C-V	Margin £142 (21 years)-£250	do.
	or			
	Librarian (a) (g)	P-II-2/3 (F)	Margin £479-£623	do.
		or		
Metropolitan Water Supply	Typist, Correspondence Branch (Item 1239/61)	P-III-2/3 C-III-1	Margin £392-£536 Margin £329-£356	do.
Do. do.	Deputy Chief Engineer, Engineering Division (Item 1460/61)	P-S-£3,298	Gross £3,478	do.
Agriculture	Clerk, Accounts Branch (Item 3264/61)	C-II-1	Margin £407-£443	do.
Public Health	Typist, Clerical Branch (Item 4355/61)	C-III-1/2	Margin £329-£428	do.
Lands and Surveys	Clerk-in-Charge, Applications and Inspection Branch (Item 2853/61)	C-II-7	Margin £1001-£1109	do.
State Housing Commission	Clerk, Records Section (Item 1638/61)	C-II-2	Margin £479-£515	28th December
Education	Registrar, Teachers' College, Claremont (Item 2563/61)	C-II-3	Margin £569-£623	do.
Metropolitan Water Supply	Clerk, Applications and Enquiries Section, Accounting Division (Item 1349/61)	C-II-1	Margin £407-£443	do.
Do. do.	Clerk, Recovery Section, Accounting Division (Item 1401/61)	C-II-1	Margin £407-£443	do.
Do. do.	Clerk, Records Branch (Item 1250/61)	C-II-1	Margin £407-£443	do.
Crown Law	Solicitor, Grade 2 (Conveyancing), Solicitor General's Office (new Item) (a) (e)	P-II-8/9 or P-II-8/9 (F)	Margin £1163-£1325	do.

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

(c) Classification amended, *Government Gazette*, 7/12/62.

(d) Coastal Master's Certificate of Competency or equivalent; knowledge of techniques of trawling, general fishing and marine diesel engines essential. Applicants should have a licence to operate ship-shore radio.

(e) Practitioner admitted under the Legal Practitioners Act, 1893-1960.

(f) University degree in Science with Chemistry as a major or approved equivalent.

(g) Registration Certificate of the Library Association of Australia or Associate of the Library Association of Great Britain or University degree in Science or Arts or approved equivalent, with experience in technical library work desirable.

(h) University degree with Geology as a major subject. Field experience an advantage, but applicants graduating in 1962 will be considered.

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.

14th December, 1962.

R. J. BOND,
Public Service Commissioner

THE PARLIAMENT OF WESTERN AUSTRALIA.

Clerk of the Records and Accounts.

APPLICATIONS are invited for the above position on the staff of the Legislative Council.

Conditions of service in respect to leave, superannuation, and salary are similar to those in the Public Service.

Full details regarding the duties and conditions of employment may be obtained from the Clerk of the Legislative Council.

The salary is at present equivalent to Public Service classification C-II-5.

Applicants should state their full name, date of birth, present occupation, and give full particulars of their qualifications and experience. The possession of an accountancy qualification, while not essential, will be regarded as an advantage.

Applications, which will be treated confidentially, will close on Wednesday, 19th December, 1962, should be suitably marked and addressed to the Clerk of the Legislative Council, Parliament House, Perth.

MATRIMONIAL CAUSES ACT, 1959
(COMMONWEALTH).

Designation of Court Towns.

IT is notified for general information that their Honours the Judges of the Supreme Court have designated Albany, Bunbury, Geraldton, Kalgoorlie and Perth as "court towns" for the purpose of the Matrimonial Causes Rules.

Dated the 7th day of December, 1962.

R. C. GREEN,
Under Secretary for Law.

Crown Law Department,
Perth, 12th December, 1962.

HIS Excellency the Governor in Executive Council has appointed Glyn Thomas Cunnane—

- (1) pursuant to the provisions of the Licensing Act, 1911-1961, to be a receiver of revenue for the purposes of issuing licenses for the district in which the licensed premises are situated; and
- (2) under section 22 of the said Act, being a Clerk of Petty Sessions, to act as Clerk of the Licensing Court of the Beverley-Pingelly Licensing District sitting at Beverley;

during the period of absence on leave of Kevin Barry Gartland on and from the 13th December, 1962.

HIS Excellency the Governor in Executive Council has appointed Denis Peter Manea—

- (1) pursuant to the provisions of the Licensing Act, 1911-1961, to be a receiver of revenue for the purposes of issuing licenses for the district in which the licensed premises are situated; and
- (2) under section 22 of the said Act, being a Clerk of Petty Sessions, to act as Clerk of the Licensing Court of the Moora and Irwin Licensing Districts sitting at Moora;

during the period of absence on leave of Kevin William Sheedy on and from the 14th December, 1962.

THE Hon. Minister for Justice, pursuant to section 13 (3) of the Local Courts Act, 1904-1958, has made the following appointments:—

Leslie George Archelaus Jenkins, as substitute to discharge the duties of Clerk of the Local Court at Broome as from the 10th December, 1962, during the absence on leave of Ernest James Blake.

William Fellowes, as substitute to discharge the duties of Clerk of the Local Court at Fremantle as from the 13th December, 1962, vice Gregory Maurice Hickey, retired, and pending a permanent appointment.

Denis William O'Meara, as substitute to discharge the duties of Clerk of the Local Court at Boulder during the absence on other duties and leave of Cecil Edward Emms, as from the 21st December, 1962.

R. C. GREEN,
Under Secretary for Law.

ELECTORAL ACT, 1907-1962.

Electoral Department,
Perth, 6th December, 1962.

THE Hon. Minister for Justice, pursuant to section 7 of the Electoral Act, 1907-1962, and the authority delegated to him by the Governor thereunder, has approved of the appointment of Cecil Edward Emms as substitute to discharge the duties of Electoral Registrar for the Kalgoorlie and the Murchison (Hannans) Electoral Districts during the absence of Mr. I. Hollett on biennial leave, from the 27th December, 1962.

G. F. MATHEA,
Chief Electoral Officer.

STREET COLLECTIONS (REGULATION)
ACT, 1940.

Chief Secretary's Office,
Perth, 10th December, 1962.

NOTICE is hereby given that any person (including any association, society or committee and any combination thereof) desiring to make a street collection in the Metropolitan Area during the period between the 1st of January, 1963, and the 30th June, 1963, should make application to the Chief Secretary for the issue of the necessary permit in the application form prescribed by the Street Collections Regulations 1941.

Applications are restricted to the following dates:—

- January 11th and 25th.
- February 8th and 22nd.
- March 8th, 22nd and 29th.
- April 5th, 19th and 26th.
- May 3rd, 10th, 17th and 31st.
- June 14th, 21st and 28th.

J. DEVEREUX,
Under Secretary,
Chief Secretary's Department.

NATIVES (CITIZENSHIP RIGHTS) BOARD.

Department of Native Welfare,
Perth, 12th December, 1962.

IT is hereby notified that His Excellency, the Governor in Council, has approved of, pursuant to Section 3A of the Natives (Citizenship Rights) Act, 1944-1951—

- (1) the cancellation of each Natives (Citizenship Rights) Board, previously constituted and published in the *Government Gazette* for the district mentioned hereunder;
- (2) the reconstitution of a Natives (Citizenship Rights) Board having jurisdiction in the district mentioned hereunder; and
- (3) the magistrate for the magisterial district named and the person whose name appears as district representative, as set opposite each such district to be members of the Board for such district.

District; Members.

Merredin Shire Council; a magistrate for the Avon Magisterial District and Mr. Charles William Davies as District Representative.

F. E. GARE,
Commissioner of Native Welfare.

FAUNA PROTECTION ACT, 1950-1954.
(Section 7.)

IT is hereby gazetted for general information that the Hon. Minister for Fisheries has appointed the following persons as Honorary Wardens of Fauna:—

- No. 435—Pache, L. H., Geraldton.
No. 436—Stone, R. J., Burekup.
No. 437—Corker, A. V., Kulikup.

A. J. FRASER,
Director.

Fisheries Department,
11th December, 1962.

F.D. 169/21, Ex. Co. No. 2391.

HIS Excellency the Governor in Executive Council has approved the appointment of Ernest Allan Martin as an Honorary Inspector of Fisheries under the Fisheries Act, 1905-61.

A. J. FRASER,
Director.

FORFEITURES.

THE undermentioned leases have been forfeited under the Land Act, 1933-1960, for the reasons stated.

F. C. SMITH,
Under Secretary for Lands.

- | Name; Lease; District; Reason; Corres.; Plan. |
|---|
| Andrews, T. G.; 347/14756; Nelson Location 12658; abandoned; 464/62; 443/80, 2E.F. |
| Buncle, R. J.; 347/7458; Kent Location 1226; non-payment of rent; 4706/47; 435/80, B and C2. |
| MacKenzie, D. F.; 347/12940; Sussex Location 4188; non-compliance with conditions; 1378/58; 413D/40, B3. |
| MacKenzie, J. D. F.; 347/12938; Sussex Location 4186; non-compliance with conditions; 1376/58; 413D/40, B3. |
| Wilson, L. J. and J. R.; 347/14420; Plantagenet Location 6638; non-compliance with conditions; 329/61; 451B/40, A4. |

RESERVES.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to set apart as reserves the lands described in the schedule below for the purposes therein set forth.

Corres. 2422/59.

BRIDGETOWN.—No. 26578 (Government Requirements—Department of Agriculture), lot No. 854 (1r. 29.6p.). (Original Plan 9090, Plan Bridgetown Sheet 2.)

Corres. 2248/60.

CALINGIRI.—No. 26577 (Recreation and Sporting Purposes), lot No. 89 (11a. 3r. 2p.). (Plan Calingiri Townsite.)

Corres. 3404/61.

CANNING.—No. 26562 (Recreation), loc. No. 1893 (formerly lot 27 of Canning Location 31 on Plan 7716) (2r. 28.3p.). (Plan 341B/40, D1.)

Corres. 1038/62.

COCKBURN SOUND.—No. 26559 (Recreation), loc. No. 1998 (formerly lot 27 of Cockburn Sound Location 16 on Plan 7784) (2r. 37.1p.). (Plan 341D/40.)

Corres. 408/59.

GABBIN.—No. 26574 (Recreation), lot No. 41 (9a. 3r. 39p.). (Diagram 68296, Plan Gabbin Townsite.)

Corres. 3744/53.

GERALDTON.—No. 26552 (Fire Station Site), lot No. 1722 (1r. 24.3p.). (Diagram 67316, Plan Geraldton Sheet 1.)

Corres. 7881/07/V.2.

GUNYIDI.—No. 26575 (Public Utility), lot No. 44 (about 202a.). (Plan Gunyidi Townsite.)

Corres. 3412/61.

KALAMUNDA.—No. 26557 (Recreation), lot Nos. 436 and 437 (formerly lots 5 and 6 of Kalamunda Lot 137 on Plan 6748) (1a. 1r. 13.7p.). (Plan Kalamunda Regional Sheet 2.)

Corres. 2059/62.

KENT.—No. 26569 (Conservation of Flora), loc. No. 1371 (317a. 1r. 28p.). (Original Plan 6571, Plan 418/80, C3.)

Corres. 846/61.

KIRUP.—No. 26571 (Recreation), lot No. 101 (19a. 3r. 10p.). (Diagram 68158, Plan Kirup Townsite.)

Corres. 1263/61.

KWINANA.—No. 26572 (Quarry Site—Main Roads Department), lot No. 50 (40a. 0r. 31p.). (Diagram 68757, Plan F.234-4.)

Corres. 768/53.

KWINANA.—No. 26573 (Trigonometrical Station), lot No. 49 (12a.). (Diagram 68757, Plan F.234-4.)

Corres. 554/37.

MOUNT MAGNET.—No. 26579 (Fire Station Site), lot No. 28 (1r.). (Plan Mount Magnet Townsite.)

Corres. 3942/25.

MUKINBUDIN.—No. 26570 (Church Site—Presbyterian), lot No. 48 (1r. 5.7p.). (Plan Mukinbudin Townsite.)

Corres. 2574/61.

NORSEMAN.—No. 26576 (Recreation), lot Nos. 633, 634, 636 to 641 inclusive, 644 to 651 inclusive, 652 to 658 inclusive, 1063, 1091 to 1097 inclusive, 1126 to 1129 inclusive and 1756 to 1758 inclusive (8a. 2r. 8p.). (Plan Norseman Townsite.)

Corres. 382/13.

ONGERUP.—No. 26568 (Police Station Site), lot No. 117 (2r. 5.8p.). (Original Plan 8807, Plan Ongerup Townsite.)

Corres. 834/62.

PLANTAGENET.—No. 26564 (Conservation of Flora), loc. No. 5814 (24a. 0r. 31p.). (Plan 451B/40, E2.)

Corres. 386/38.

PLANTAGENET.—No. 26565 (Denmark Agricultural Junior High School Site), loc. No. 6870 (about 317a.). (Plan 452C/40, E4.)

Corres. 220/61.

ROEBOURNE.—No. 26581 (Natives' Hostel Site), lot No. 449 (about 3a. 0r. 27p.). (Plan Roebourne Townsite.)

Corres. 3401/61.

SUSSEX.—No. 26555 (Recreation), loc. No. 4348 (formerly lot 61 of Sussex Location 6 on Diagram 27395) (2a. 1r. 17p.). (Plan 413B/40.)

Corres. 3321/61.

SUSSEX.—No. 26560 (Park and Recreation), loc. No. 4350 (formerly lot 6 of Sussex Location 1 on Diagram 27382) (32.4p.). (Plan 413B/40, E2.)

Corres. 3557/61.

SWAN.—No. 26554 (Recreation and Drainage), loc. No. 7505 (formerly lot 165 of Swan Location V on Plan 7720) (2a. 3r. 27p.). (Plan 1D/20, N.E.)

Corres. 1119/61.

SWAN.—No. 26556 (Recreation and Drainage), loc. No. 7502 (formerly lot 11 of Perthshire Location Au on Diagram 26735) (38.6p.). (Plan 1D/20, N.W.)

Corres. 1041/62.

SWAN.—No. 26558 (Recreation), loc. No. 7564 (formerly lot 20 of Swan Location 1308 on Diagram 27788) (1r. 20p.). (Plan 1A/40.)

Corres. 3188/61.

SWAN.—No. 26561 (Recreation), loc. No. 7573 (formerly lot 69 of Swan Location 2144 on Plan 7703) (27a. 2r. 37p.). (Plan 29/80, E1.)

Corres. 1189/55.

SWAN.—No. 26563 (School Site), loc. No. 7569 (formerly lot 1 of Swan Location 33 the subject of Diagram 26640) (12a. 1r. 24p.). (Plan Rivervale 117 and 1D/20, N.E.)

Corres. 2163/62.

SWAN.—No. 26580 (Use and Requirements of the Metropolitan (Perth) Passenger Transport Trust), loc. No. 7570 (formerly lot 31 of Swan Location 308 on Diagram 5533) (1r. 6.6p.). (Plan 1D/20, S.E.)

Corres. 1079/56.

TAMBELLUP.—No. 26567 (Use and Requirements of the Tambellup Hospital Board), lot No. 236 (1r. 17p.). (Plan Tambellup Townsite.)

F. C. SMITH,
Under Secretary for Lands.

RESERVE No. 21296.

Department of Lands and Surveys,
Perth, 14th December, 1962.

Corres. 9836/09.

IT is hereby notified for general information that His Excellency the Governor in Executive Council has been pleased to revoke the Order in Council issued under Executive Council Minute No. 2188, dated the 24th October, 1934, whereby Reserve No. 21296 (Denmark Lot 257) was vested in the Denmark Road Board in trust for "Road Board Purposes" and approve of the cancellation of the relevant vesting order accordingly.

(Plan Denmark Townsite.)

F. C. SMITH,
Under Secretary for Lands.

AMENDMENT OF RESERVES.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1962, as follows:—

Corres. 3458/22.—Of the amendment of the boundaries of Reserve No. 272 (Bridgetown Lots 38, 794 and 799) "Police Purposes," to exclude Bridgetown Lot 854 and the right of way as surveyed and shown coloured dark brown on Original Plan 9090; and of its area being reduced to 2 roods, 38.9 perches accordingly. (Plan Bridgetown Sheet 2.)

Corres. 563/90.—Of the amendment of the boundaries of Reserve No. 1641 (Broome Lots 328 to 330 inclusive) "Public Purposes," to exclude Broome Lots 329 and 330; and of its area being reduced to 2 roods, 16 perches accordingly. (Plan Broome Sheet 1.)

Corres. 3855/94, Vol. 2.—Of the amendment of the boundaries of Reserve No. 2779 "Resting Place for Travellers and Stock," to exclude the portion now designated Esperance Location 1814; and of its area being reduced by about 300 acres accordingly. (Plan 423/80, D3.)

Corres. 3125/95.—Of the amendment of the boundaries of Reserve No. 3050 (Geraldton Sub. Lot 1) "Municipal Purposes," to exclude the portion now included in Geraldton Lot 1722 as surveyed and shown on Diagram 67316; and of its area being reduced to 1 acre 2 roods 15.7 perches accordingly. (Plan Geraldton Sheet 1.)

Corres. 10653/97.—Of the amendment of the boundaries of Reserve No. 4795 "Camping Ground," to exclude the portion now included in Mount Magnet Lots 368 and 373; and of its area being reduced to about 226 acres accordingly. (Plan 186/80.)

Corres. 4704/98, Vol. 2.—Of the amendment of the boundaries of Reserve No. 5759 (Katanning Lots 100 and 101) "Public Utility," to exclude Katanning Lot 101; and of its area being reduced to 1 rood, 27 perches accordingly. (Plan Katanning Townsite.)

Corres. 4034/98.—Of the amendment of the boundaries of Class "B" Reserve No. 7244 (Bridgetown Lot 542) "State Public Buildings," to exclude the portion now surveyed as Bridgetown Lot 855 as shown on Diagram 68644; and of its area being reduced to 1 rood 29.9 perches accordingly. (Plan Bridgetown Sheet 2.)

Corres. 12524/00.—Of the amendment of the boundaries of Reserve No. 7580 "Rabbit Department," to exclude the portion now included in Oldfield Location 840; and of its area being reduced to about 5472 acres accordingly. (Plan 421/80, D4, and 432/80.)

Corres. 3426/92.—Of the amendment of the boundaries of Reserve No. 7610 "water," to exclude the portion now surveyed as Victoria Location 10517 as shown on Diagram 67324; and of its area being reduced by 64 acres 2 roods 15 perches accordingly. (Plan 127/80, E.3.)

Corres. 12108/03.—Of the amendment of the boundaries of Reserve No. 9393 "Paddock (Rabbit Department)," to exclude the portion now included in Oldfield Location 840; and of its area being reduced to about 3,510 acres accordingly. (Plan 421/80, D4.)

Corres. No. 2551/30.—Of the amendment of the boundaries of Reserve No. 11207 (Avon Locations 25508 and 24364) "Golf Links," to exclude the portion now surveyed as Avon Location 28074 as shown on Diagram 67927; and of its area being reduced to 152 acres 1 rood 15 perches accordingly. (Plan 55/80, F4.)

Corres. 8459/08, Vol. 2.—Of the amendment of the boundaries of Reserve No. 11655 "Cemetery," to include the area now designated Plantagenet Location 6871; and of its area being increased to about 16 acres accordingly. (Plan 452C/40, E4.)

Corres. 1427/15.—Of the amendment of the boundaries of Reserve No. 16066 (Canning Location 652) "Schoolsite," to include Carilla Lot 60 as surveyed and shown on Original Plan 8872; and of its area being increased to 4 acres 1 rood 11 perches accordingly. (Plan Carilla Townsite.)

Corres. 165/16.—Of the amendment of the boundaries of Reserve No. 16205 (Buntine Lots 4 and 5) "Public Buildings (Commonwealth)," to exclude Buntine Lot 5, and of its area being reduced to 1 rood accordingly. (Plan Buntine Townsite.)

Corres. 1368/24.—Of the amendment of the boundaries of Reserve No. 18560 (Yilgarn Location 272) "Water," to exclude the portion now designated Yilgarn Location 1436; and of its area being reduced to 59 acres 3 roods 35 perches accordingly. (Plan 35/80, C1.)

Corres. 5948/24.—Of the amendment of the boundaries of Reserve No. 18809 (Canning Location 919) "Hallsite and Recreation," to include Carilla Lot 61 as surveyed and shown on Original Plan 8872; and of its area being increased to 2 acres 14.5 perches accordingly. (Plan Carilla Townsite.)

Corres. 4439/22.—Of the amendment of the boundaries of Reserve No. 18879 "Schoolsite," to comprise Mukinbudin Lot 56 and Avon Location 28073 as surveyed and shown on Diagram 67928; and of its area being increased to 7 acres 3 roods 28 perches accordingly. (Plans Mukinbudin Townsite and 55/80, F3.)

Corres. 5043/29.—Of the amendment of the boundaries of Reserve No. 20779 (Plantagenet Location 4739) "Public Utility," to exclude the portion now included in the areas designated Plantagenet Locations 6870 and 6871; and of its area being reduced to about 118 acres accordingly. (Plan 452C/40, E4.)

Corres. 226/48.—Of the amendment of the boundaries of Reserve No. 22868 "Schoolsite," to comprise Ongerup Lot 97 as surveyed and shown on Original Plan 8807; and of its area being increased to 11 acres 3 roods 6 perches accordingly. (Plan Ongerup Townsite.)

Corres. 1189/55.—Of the amendment of the boundaries of Reserve No. 24210 (Swan Location 5593) "Schoolsite," to include the area now designated Swan Location 7527; and of its area being increased to 20 acres 2 roods 27 perches accordingly. (Plans Rivervale 117 and 1D/20, N.E.)

Corres. 1370/41.—Of the amendment of the boundaries of Reserve No. 24431 (Mount Magnet Lot 368) "Natives," to include the area now designated Mount Magnet Lot 373; and of its area being increased to about 12 acres accordingly. (Plan Mount Magnet Townsite.)

Corres. 68/57.—Of the amendment of the boundaries of Reserve No. 24837 "Hallsite (R.S.L.)," to comprise Ongerup Lot 116 as surveyed and shown on Original Plan 8807; and of its area being increased to 1 rood 4 perches accordingly. (Plan Ongerup Townsite.)

Corres. 3867/59.—Of the amendment of the boundaries of Reserve No. 25557 "Parklands," to comprise Ongerup Lot 148 as shown on Original Plan 8807; and of its area being increased to 22 acres 2 roods 25 perches accordingly. (Plan Ongerup Townsite.)

Corres. 628/60.—Of the amendment of the boundaries of Reserve No. 25623 "Recreation," to comprise Ongerup Lot 99 as surveyed and shown on Original Plan 8807; and of its area being reduced to 25 acres 2 roods accordingly. (Plan Ongerup Townsite.)

Corres. 2178/60.—Of the amendment of the boundaries of Reserve No. 25810 "Camping," to comprise Ongerup Lot 100, as shown on Original Plan 8807; and of its area being increased to 13 acres 2 roods accordingly. (Plan Ongerup Townsite.)

Corres. 942/62.—Of the amendment of the boundaries of Reserve No. 26401 (Halls Creek Lots 119 and 120) "Government Requirements (Main Roads Department)" to include Halls Creek Lot 121; and of its area being increased to 3 roods 21.6 perches accordingly. (Plan Halls Creek Townsite.)

CHANGE OF PURPOSE OF RESERVES.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1962, as follows:—

Corres. 9459/12.—Of the purpose of Reserve No. 15199 (Avon Location 20496) being changed from "Schoolsite" to "Conservation of Flora." (Plan 5/80, B1.)

Corres. 9836/09.—Of the purpose of Reserve No. 21296 (Denmark Lot 257) being changed from "Road Board Purposes" to "Fire Station Site." (Plan Denmark Townsite.)

Corres. 3569/54.—Of the purpose of Reserve No. 24069 (Kwinana Lot M. 1040) being changed from "Community Club" to "Canteen Site." (Plan Medina.)

F. C. SMITH,
Under Secretary for Lands.

CANCELLATIONS OF RESERVES.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1962, as follows:—

Corres. 7584/96.—Of the cancellation of Reserve No. 3807 "Public Utility." (Plan 429/80.)

Corres. 3204/97, Vol. 2.—Of the cancellation of Reserve No. 4719 "Common" at Nannine. (Plan 59/300.)

Corres. 7881/07, Vol. 2.—Of the cancellation of Reserve No. 10987 "Excepted from Sale." (Plan Gunyidi Townsite.)

Corres. 7306/11, Vol. 2.—Of the cancellation of Reserve No. 13863 at Kalgoorlie (Williamstown) "Mining." (Plan Kalgoorlie, Sheet 1.)

Corres. 382/13.—Of the cancellation of Reserve No. 14696 "Police." (Plan Ongerup Townsite.)

Corres. 322/14.—Of the cancellation of Reserve No. 19509 (Jardee Lots 4, 11, 15 and 16) "Excepted from Sale." (Plan Jardee Townsite.)

Corres. 328/27.—Of the cancellation of Reserve No. 19554 (Mukinbudin Lot 49) "Church Site (Roman Catholic)." (Plan Mukinbudin Townsite.)

Corres. 386/38.—Of the cancellation of Reserve No. 21845 "Aerial Landing Ground." (Plan 452C/40, E4.)

F. C. SMITH,
Under Secretary for Lands.

SPECIAL SETTLEMENT LANDS—CHEDARING.

Department of Lands and Surveys,
Perth, 14th December, 1962.

Corres. 14482/11, Vol. 3.

HIS Excellency the Governor in Executive Council has been pleased to set apart Avon Location 24017 (containing 7 acres, 3 roods 17 perches) as Special Settlement Lands, and declare the same open for selection as such at a purchase price of £20 including survey fee, under Divisions 1 and 4 of Part V of the Land Act, 1933-1962, and the regulations thereunder, as modified by the special conditions here enumerated:—

- (a) One-half of the area selected shall be laid down to pasture within two years.
- (b) The boundaries of the location shall be fenced within five years.
- (c) The purchase money shall be payable over a period of five years.
- (d) Pursuant to the provisions of section 87 of the said Act, selection is restricted to those persons either employed in the Charcoal Iron and Steel Industry or occupied in industries allied thereto, and no transfer will be approved, except with the approval of the Minister, to other than any of the said persons.
- (e) A residence shall be erected on the land within two years from the date of commencement of the lease or such extended time as the Minister for Lands may permit. Exemption from such residence condition may be given to a lessee who resides in a house at Wundowie Townsite provided that the area of pasture to be established as specified in condition (a) is increased from one-half to seven-eighths. No Crown Grant shall issue until the residence is erected or the larger area of pasture is established.

Applications must be lodged at the Department of Lands and Surveys, Perth, on or before Wednesday, 16th January, 1963, accompanied by a deposit of £2.

All applications received on or before that date will be treated as having been received on the closing day and in the event of more than one application being received, the application to be granted will be determined by the Land Board.

(Plan Locations near Chedaring.)

F. C. SMITH,
Under Secretary for Lands.

AMENDMENT OF TOWNSITE BOUNDARIES.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1962, as follows:—

Carilla Townsite.

Corres. 5082/46.—Of the amendment of the boundaries of Carilla Townsite to exclude the area described in the schedule hereto.

Schedule.

All that portion of land bounded by lines starting from the westernmost corner of Canning Location 1848, a point on the present boundary of Carilla Townsite, and extending north-easterly and easterly along that townsite boundary to a point on the south-eastern boundary of location 1849 situate in prolongation easterly of the northern boundary of location 1848 aforesaid; thence south-westerly along

that south-eastern boundary and south-westerly and north-westerly along boundaries of location 1848 aforesaid to the starting point. (Public Plan Carilla Townsite.)

Mount Magnet Townsite.

Corres. 1212/94.—Of the amendment of the boundaries of Mount Magnet Townsite to include the whole of Mount Magnet Lots 368 and 373. (Public Plan Mount Magnet Townsite.)

F. C. SMITH,
Under Secretary for Lands.

SUBURBAN LAND.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1962, as follows:—

Corres. 377/62.—Of Esperance Location 1814 being set apart as "Suburban Land." (Plan 423/80, D3.)

Corres. 7693/50.—Of Plantagenet Locations 6333 to 6341 inclusive, 6352 to 6358 inclusive, 6372 to 6376 inclusive and 6427 to 6442 inclusive being set apart as "Suburban Lands." (Plan Locations near Kendenup.)

Corres. 69/60.—Of Teano Location 1 being set apart as "Suburban Land". (Plan 80/300.)

F. C. SMITH,
Under Secretary for Lands.

OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1962, as follows:—

Katanning Lot 101.

Corres. 2326/62.—Of Katanning Lot 101 being made available for sale in fee simple for the purpose of "Squash Courts Installation," priced at £350, and subject to the following conditions:—

- (1) The purchaser shall erect thereon squash courts to comply with local authority by-laws, and the construction of the building shall be sufficiently advanced within twelve months from the date of approval of the application to the satisfaction of the local authority. Failure to comply with this condition will render the license forfeitable.
- (2) A transfer of the license will not be approved and a Crown Grant of the lot will not be issued until the purchaser has complied with the building condition or has produced evidence that foundations for a building approved by the local authority have been erected and also that evidence has been produced to the local authority that it is intended to complete the building without delay.
- (3) Applications, accompanied by a deposit of 10 per cent. of the fixed price, must be lodged at the Lands Office, Perth, on or before Wednesday, 16th January, 1963.
- (4) Balance of purchase money shall be paid within twelve months from the date of approval of the application by four quarterly instalments on the 1st days of January, April, July and October.
- (5) All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applications than one, the application to be granted will be determined by the Land Board.

(Plan Katanning Townsite.)

(2)—66128

Locations Near Kendenup.

Corres. 7693/50.—Of the undermentioned Plantagenet Locations being made available for sale in fee simple at the prices shown and subject to the following conditions:—

- (1) Applications, accompanied by a deposit of 10 per cent. of the fixed price, must be lodged at the Lands Office, Perth, on or before Wednesday, 16th January, 1963.
- (2) Balance of purchase money shall be paid within twelve months from the date of approval of the application by four quarterly instalments on the first days of January, April, July and October.
- (3) All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applications than one, for any location, the application to be granted will be determined by the Land Board.
- (4) Available to adjoining holders only.

Location Numbers; Purchase Price.

6333 to 6341 inclusive;	£14.
6352 to 6355 inclusive;	£6.
6356 to 6358 inclusive;	£5.
6372 to 6376 inclusive;	£8.
6427 to 6433 inclusive;	£11.
6434 to 6442 inclusive;	£14.

(Plan Locations near Kendenup.)

Mukinbudin Lot 49.

Corres. 3942/25.—Of Mukinbudin Lot 49 being made available for sale in fee simple for "Ecclesiastical Purposes," priced at £45, and subject to the following conditions:—

- (1) A Crown Grant for this lot will not be issued until a building consistent with ecclesiastical purposes has been erected.
- (2) Applications, accompanied by a deposit of 10 per cent. of the fixed price, must be lodged at the Lands Office, Perth, on or before Wednesday, 16th January, 1963.
- (3) Balance of purchase money shall be paid within twelve months from the date of approval of the application by four quarterly instalments on the 1st days of January, April, July and October.
- (4) All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applications than one, the application to be granted will be determined by the Land Board.

(Plan Mukinbudin Townsite.)

F. C. SMITH,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 14th December, 1962.

IT is hereby notified for general information that the undermentioned lots are now open for sale under the conditions specified, by public auction, as provided by the Land Act, 1933-1962, at the following upset prices or capital values:—

Applications to be lodged at Perth.

Corres. 1500/11.

BALLIDU.—Lot 170, Town, £45.

Subject to the following special conditions:—

The purchaser of the lot shall erect thereon a residence or business premises to comply with local authority by-laws within two years from the date of sale. Failure to comply with this condition will render the license forfeitable. A transfer of the license will not be approved and a Crown Grant of the lot will not be issued until the purchaser has complied with the building condition or has produced evidence the foundations for a building approved by the local authority have been erected and, also that evidence has been produced to the local authority that it is intended to complete the building without delay.

Corres. 1521/62.

LAKE GRACE.—Lot 143, Town, £80.

Subject to the following special conditions:—

The purchaser of the lot shall erect thereon a residence to comply with local authority by-laws within two years from the date of sale. Failure to comply with this condition will render the license forfeitable. A transfer of the license will not be approved and a Crown Grant of the lot will not be issued until the

purchaser has complied with the building condition, or has produced evidence that foundations for a building approved by the local authority have been erected and, also, that evidence has been produced to the local authority that it is intended to complete the building without delay.

Plans showing the arrangement of the lots referred to are now obtainable at this office.

F. C. SMITH,
Under Secretary for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 14th December, 1962.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1962, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Department of Lands and Surveys, Perth, not later than the date specified, but may be lodged before such date, if so desired.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applicants than one for any block, the application to be granted will be determined by the Land Board. Should any lands remain unselected such will continue available until applied for or otherwise dealt with.

If a Land Board sitting becomes necessary, the applicants for the blocks will be duly notified of the date, time, and place of the meeting of the Board, and there shall be an interval of at least seven days between the closing date and the sitting of the Board.

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

OPEN ON AND AFTER WEDNESDAY, 16TH JANUARY, 1963

Location	Area	Price per Acre	Plan	Corres. No.	Classification	Deposit Required
Serial 41	a. r. p.	£ s. d.		Opening file 3313/62		£ s. d.
Oldfield Locations (10 to 24 miles N.E. of Hopetoun)—					Sheet 736	} 4 4 0
812	Abt. 2,350 0 0	8 3	421/80	....	....
814	Abt. 2,350 0 0	7 3	432/80	....	....
816	Abt. 2,350 0 0	6 9	....	....	....
817	Abt. 2,350 0 0	8 0	....	....	....
818	Abt. 2,250 0 0	7 0	....	....	....
819	Abt. 2,250 0 0	6 3	....	....	....
820	Abt. 2,250 0 0	6 3	....	....	....
821	Abt. 2,250 0 0	6 3	....	....	....
822	Abt. 2,200 0 0	6 0	....	....	....
823	Abt. 2,250 0 0	6 0	....	....	....
824	Abt. 2,240 0 0	6 6	....	....	....
825	Abt. 2,200 0 0	6 0	....	....	....
826	Abt. 2,000 0 0	8 0	....	....	....
827	Abt. 2,150 0 0	7 3	....	....	....
828	Abt. 2,150 0 0	7 6	....	....	....
829	Abt. 2,200 0 0	7 0	....	....	....
834	Abt. 2,300 0 0	5 6	....	....	....
835	Abt. 2,150 0 0	5 6	....	....	....
836	Abt. 2,150 0 0	5 9	....	....	....
837	Abt. 2,200 0 0	5 9	....	....	....
838	Abt. 2,200 0 0	5 9	....	....	....
839	Abt. 2,200 0 0	5 6	....	....	....
840	Abt. 2,200 0 0	6 0	....	....	....
847	Abt. 2,150 0 0	6 9	....	....	....
848	Abt. 2,150 0 0	6 6	....	....	....

Subject to examination of survey, mining conditions and to the following special conditions:—

- (1) Applicants may be allotted one location only.
- (2) The maximum area allowed to be selected by any one person is limited to 2,500 acres or such excess as is contained by survey.
- (3) The Selector or his agent must take up residence within three years from the date of approval of the application and make it his habitual residence for the following five years.
- (4) The Selector shall, in each of the first four years clear and cultivate 250 acres or one-tenth of the area whichever is the lesser.
- (5) In the third year and each of the three following years thereafter, the Selector shall lay down in pasture the aforesaid 250 acres or one-tenth of the area. Such clearing, cultivation and pasture shall be properly maintained during the term of the lease.

F. C. SMITH,
Under Secretary for Lands.

DEDICATIONS OF LAND.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to dedicate, under the provisions of the State Housing Act, 1946-1960, as follows:—

Corres. 1231/62.—Canning Location 1881 to the purposes of the said Act. (Plan 1D/20, S.E.)

Corres. 310/62.—Swan Locations 7461, 7462 and 7464 to 7467 inclusive to the purposes of the said Act. (Plans Clifton 81 and Morley Park 80.)

F. C. SMITH,
Under Secretary for Lands.

CANCELLATIONS OF DEDICATIONS.

Department of Lands and Surveys,
Perth, 14th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to cancel, under the provisions of the State Housing Act, 1946-1956, as follows:—

Corres. 3938/56.—The dedication of Corrigin Lots 342 and 343 to the purposes of the said Act. (Plan Corrigin Townsite.)

Corres. 4632/47.—The dedication of Lake Grace Lot 143 to the purposes of the said Act. (Plan Lake Grace Townsite.)

Corres. 4632/47.—The dedication of Lake Grace Lots 198 and 199 to the purposes of the said Act. (Plan Lake Grace Townsite.)

Corres. 7142/49.—The dedication of Mingenew Lot 29 to the purposes of the said Act. (Plan Mingenew Townsite.)

Corres. 3670/58.—The dedication of Sussex Location 4224 to the purposes of the said Act. (Plan Busselton Townsite.)

Corres. 1079/56.—The dedication of Tambellup Lot 236 to the purposes of the said Act. (Plan Tambellup Townsite.)

F. C. SMITH,
Under Secretary for Lands.

LOCAL GOVERNMENT ACT, 1960-1962.

WHEREAS Edgar William Poole, being the owner of land over or along which the undermentioned road in the Shire of Albany extends, has applied to the Shire of ALBANY to close the said road, which is more particularly described hereunder, that is to say:—

Albany.

Corres. 1199/16.

No. A184. The portion of road No. 5618 extending from the north-western corner of Plantagenet Location 51 to and along the northern boundary of location 517 to the eastern alignment of road No. 1079. (Plan 451C/40, DE4.)

WHEREAS Brian Thomas Garstone, Randal Nar-roway Gardiner, Leonard Stanley McDonald and Giuseppe Palandri, being the owners of the land over or along which the undermentioned road in the Shire of Augusta-Margaret River extends, have applied to the Shire of AUGUSTA-MARGARET RIVER to close the said road, which is more particularly described hereunder, that is to say:—

Augusta-Margaret River.

Corres. 823/45.

No. A175. The surveyed road abutting part of the eastern boundary of and extending through Sussex Location 782; from the southern alignment of Ellen Brook Road to the eastern boundary of location 493. (Plan 440A/40, A1.)

WHEREAS Mavis Rosina Monckton, Harry Jones and George Henry Woolston, being the owners of land over or along which the undermentioned road in the Shire of Augusta-Margaret River extends, have applied to the Shire of AUGUSTA-MARGARET RIVER to close the said road, which is more particularly described hereunder, that is to say:—

Augusta-Margaret River.

Corres. 1906/61.

No. A179. The surveyed road abutting the north-eastern boundary and part of the eastern boundary of Sussex Location 4016; from the southern alignment of Brockman Highway (road No. 1372) to the northernmost boundary of location 4213. (Plan 440D/40, B4.)

WHEREAS Murray Bruce Brash, being the owner of land over or along which the undermentioned road in the Shire of Busselton extends, has applied to the Shire of BUSSELTON to close the said road, which is more particularly described hereunder, that is to say:—

Busselton.

Corres. 1623/04.

No. B647. The surveyed road extending through Sussex Location 428; from the northern boundary of location 1224 to the southern alignment of a road extending along the north-eastern boundary of location 428. (Plan 413D/40, B3.)

WHEREAS Winifred Larke, being the owner of land over or along which the undermentioned road in the Shire of Corrigin extends, has applied to the Shire of CORRIGIN to close the said road, which is more particularly described hereunder, that is to say:—

Corrigin.

Corres. 6471/13.

No. C600. The surveyed road within Avon Location 18794 and extending from the eastern boundary of location 21218 eastwards a distance of 4 chains 84 links to a surveyed road abutting the eastern corner of location 18794. (Plan 344/80, D4.)

WHEREAS Russell Thomas Grylls, being the owner of land over or along which the undermentioned road in the Shire of Corrigin extends, has applied to the Shire of CORRIGIN to close the said road, which is more particularly described hereunder, that is to say:—

Corrigin.

Corres. 1537/62.

No. C601. The surveyed road extending through Avon Location 12776 from the southern boundary of an unnumbered reserve to the southern boundary of that location. (Plan 344/80, A4.)

WHEREAS Martha Pattinson Walmsley, Sarah Ann Holmes, Burt Benjamin Charles Miles and Nola Nellie Mavis Young, being the owners of land over or along which the undermentioned roads in the Shire of Kwinana extend, have applied to the Shire of KWINANANA to close the said roads, which are more particularly described hereunder, that is to say:—

Kwinana.

Corres. 1689/61.

No. K498. (a) The unsurveyed road abutting the western boundary of Mandogalup Lot 84 from the southern alignment of Hope Valley Road to the prolongation westward of the southern boundary of lot 84.

(b) The unsurveyed way abutting the southern boundaries of Mandogalup Lots 77 to 84 inclusive and extending westwards to the prolongation southwards of the western alignment of the road described in paragraph (a).

(Plan Mandogalup.)

WHEREAS Lawrence David Bridgeman and Beryl Eileen Bridgeman, being the owners of land over or along which the undermentioned road in the Shire of Northam extends, have applied to the Shire of NORTHAM to close the said road, which is more particularly described hereunder, that is to say:—

Northam.

Corres. 1317/61.

No. N377. The surveyed road abutting the northern and western boundaries of Avon Location 8247, part of the northern boundary and the westernmost boundary of location 7740; from the southern western alignment of a surveyed road extending along the south-western boundary of location 4229 to the prolongation westward of the westernmost southern boundary of location 7740. (Plan 2A/40, B1.)

WHEREAS Robin Fizell Lamperd and John Peter Stratton Junior, being the owners of land over or along which the undermentioned road in the Shire of Northam extends, have applied to the Shire of NORTHAM to close the said road, which is more particularly described hereunder, that is to say:—

Northam.

Corres. 2248/59.

No. N379. The surveyed road abutting part of the north-western boundary of Avon Location 10233; from the western alignment of road No. 33 to the north-eastern boundary of location 462. (Plan 2A/40, C1.)

WHEREAS the Roman Catholic Bishop of Geraldton, being the owner of land over or along which the undermentioned road in the Shire of Northampton extends, has applied to the Shire of NORTHAMPTON to close the said road, which is more particularly described hereunder, that is to say:—

Northampton.

Corres. 655/62.

No. N383. The surveyed road abutting the westernmost boundary of Victoria Location 2886, and part of the southern and westernmost boundaries of location 2592; from the northernmost boundary of location 2744 to the southernmost boundary of location 2593. (Plan 160D/40, A4.)

WHEREAS Pierce Stephen Fleming, George Bevan Dunkley and Jean Helen Dunkley, being the owners of the land over or along which the undermentioned road in the Shire of Trayning-Kununoppin-Yelbeni extends, have applied to the Shire of TRAYNING-KUNUNOPPIN-YELBENI to close the said road, which is more particularly described hereunder, that is to say:—

Trayning-Kununoppin-Yelbeni.

Corres. 287/51.

No. T123. The surveyed road abutting the southern boundary of Avon Location 26274; from the eastern boundary of location 13304 to a line in prolongation southward of the eastern boundary of location 26274. (Plan 34/80, B3.)

WHEREAS William Wilton Murray Hack and Lancelot William Hester, being the owners of land over or along which the undermentioned road in the Shire of Upper Blackwood extends, have applied to the Shire of UPPER BLACKWOOD to close the said road, which is more particularly described hereunder, that is to say:—

Upper Blackwood.

Corres. 1282/62.

No. B644. The surveyed road abutting the northern boundary and part of the eastern boundary of Nelson Location 2189; from the eastern alignment of road No. 3342 to the prolongation westward of the southern boundary of location 1819. (Plan 438A/40, C1.)

WHEREAS the Wagin Bowling Club Incorporated and the Wagin Tennis Club Incorporated, being the owners of land over or along which the undermentioned road in the Shire of Wagin extends, have applied to the Shire of WAGIN to close the said road, which is more particularly described hereunder, that is to say:—

Wagin.

Corres. 1052/62.

No. W778. That portion of Tasman Street abutting the south-eastern boundaries of Wagin Lots 257 and 258; from the western alignment of Theta Street to the eastern alignment of Unicorn Street. (Plan Wagin Sheet 1.)

WHEREAS Donald Forbes and Reynolds Robert Hughes, being owners of land over or along which the undermentioned road in the Shire of West Arthur extends, have applied to the Shire of WEST ARTHUR to close the said road, which is more particularly described hereunder, that is to say:—

West Arthur.

Corres. 4237/30.

No. W781. The surveyed road situated eastward of road No. 11416 and abutting part of the easternmost boundary and part of a southern boundary of Wellington Location 4106. (Plan 415A/40, B1.)

WHEREAS George Alfred Doak and Lloyd Kitchener French Treloar, being the owners of land over or along which the undermentioned road in the Shire of Woodanilling extends, have applied to the Shire of WOODANILLING to close the said road, which is more particularly described hereunder, that is to say:—

Woodanilling.

Corres. 2513/62.

No. W782. The surveyed road abutting the western boundary of Kojonup Location 2617; from the southern alignment of road No. 2540 to the south-western corner of the said location 2617. (Plan 416B/40, D1.)

And whereas the Councils have assented to the said applications:

And whereas the Governor in Executive Council has approved these requests:

It is hereby notified that the said roads are closed.

Dated this 14th day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

LOCAL GOVERNMENT ACT, 1960-1962.

Department of Lands and Surveys,
Perth, 14th December, 1962.

IT is hereby declared that, pursuant to the resolution of the Shire of Armadale-Kelmscott passed at a meeting of the Council held at ARMADALE on or about 9th August, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Armadale-Kelmscott.

L. & S. 1454/61 (R.288).

Road No. 4179 (Connell Avenue—deviation). A strip of land, one chain wide, widening at its commencement and terminus, leaving the present road at the south-eastern corner of Kelmscott Lot 28 and extending, as delineated and coloured dark brown on Lands and Surveys Diagram 68418, south-westwards along the south-eastern boundary of the said lot to Clifton Street (road No. 1012) at the south-western corner of the said lot; 0.7p. and 2r. 35.4p. being resumed from Kelmscott Lots 27 and 28 respectively. (Notice of intention to resume gazetted 5th October, 1962.) (Public Plan Kelmscott.)

IT is hereby declared that, pursuant to the resolution of the Shire of Boddington passed at a meeting of the Council held at BODDINGTON on or about the 28th September, 1960, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1962, for the purpose of a new road, that is to say:—

Boddington.

L. & S. 2936/60 (MR. 114), M.R.D. 260/50.

Road No. 44 (widening of parts). Those portions of Williams Locations 8770, 82, 2579, 2212, 1228, 563, 8175 and Crown land as delineated and coloured dark brown on Lands and Surveys diagrams 68578, 68579, 68589, 68581 and 68582.

Road No. 689 (widening of part). That portion of Williams Location 13342 (Reserve 17706), as delineated and coloured dark brown on Lands and Surveys Diagram 68583.

3.8p., 8.5p., 3r. 19.7p., 1r. 6p., 24.8p., 2r. 1p., and 1p. being resumed from Williams Locations 82, 563, 1228, 2212, 2579, 8175 and 8770 respectively. (Notice of intention to resume gazetted 14th September, 1962.)

The area of Reserve 17706 is hereby reduced by 3a. 2r. 16p.

(Public Plans 384A/40, B1 and 2 and 384D/40, C3.)

IT is hereby declared that, pursuant to the resolution of the Shire of Brookton passed at a meeting of the Council held at BROOKTON on or about the 16th September, 1960, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Brookton.

L. & S. 2541/60 (MR.85), M.R.D. 726/60.

Road No. 1052 (Brookton Highway—widening of part). That portion of Avon Location 7381 as delineated and coloured dark brown on Lands and Surveys Diagram 68558; 1a. 3r. 12p. being resumed from Avon Location 7381. (Notice of intention to resume gazetted 31st August, 1962.) (Public Plan Youraling Sheet 2, F2.)

IT is hereby declared that, pursuant to the resolution of the Shire of Cockburn passed at a meeting of the Council held at HAMILTON HILL on or about the 6th December, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Cockburn.

L. & S. 3386/47 (R394).

Road No. 678 (Russell Road—deviation of part). Those portions of Cockburn Sound Location 1736 (Reserve 15556) as delineated and coloured dark brown on original plan 9121. The area of Reserve 15556 is hereby reduced by 2a. 1r. 14p. (Public Plan 341A/40, B2.)

IT is hereby declared that, pursuant to the resolution of the Shire of Cranbrook passed at a meeting of the Council held at CRANBROOK on or about the 8th December, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Cranbrook.

L. & S. 135/62 (MR117), M.R.D. 1865/61.

Road No. 7153 (widening of parts). That portion of Hay Location 38 containing 2 roods 24.4 perches and that portion of Location 829 containing 1 acre 2 roods 5.5 perches as delineated and coloured dark brown on Original Plan 9124. (Public Plan 444/80, B1 and 2.)

IT is hereby declared that, pursuant to the resolution of the Shire of Cunderdin passed at a meeting of the Council held at CUNDERDIN on or about the 21st April, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Cunderdin.

L. & S. 572/61 (R278).

Road No. 596 (Reynolds Road—widening of part). That portion of Avon Location 2991 as delineated and coloured dark brown on Lands and Surveys Diagram 68368; 5a. 2r. 3p. being resumed from Avon Location 2991. (Notice of intention to resume gazetted 5th October, 1962.) (Public Plan Northam 40/SE, F4.)

IT is hereby declared that, pursuant to the resolution of the Shire of Dalwallinu passed at a meeting of the Council held at DALWALLINU on or about the 22nd November, 1960, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Dalwallinu.

L. & S. 3786/60 (R.282).

Road No. 12412. A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 68431, leaving a surveyed road at the south-western corner of Ninghan Location 2388 and extending, as surveyed, eastwards along a southern boundary and generally north-eastwards along an eastern boundary of and through the said location to and along the western boundary of location 3432 and again through location 2388 to a surveyed road on its northern boundary; 1r. 31.9p. being resumed from Ninghan Location 2388. (Notice of intention to resume gazetted 5th October, 1962.) (Public plan 88/80, A3.)

IT is hereby declared that, pursuant to the resolution of the Shire of Dardanup passed at a meeting of the Council held at DARDANUP on or about the 27th July, 1960, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Dardanup.

L. & S. 3668/30 (R.281).

Road No. 12410. A strip of land, one chain wide, widening in parts, leaving a surveyed road at the north-western corner of Wellington Location 4086 (Reserve 1083) and extending as delineated and coloured dark brown on Lands and Surveys Diagram 68254, generally eastwards inside and along the northern boundary of the said location to and along and inside the southern boundary of location 49 to its south-eastern corner, thence northwards inside and along a western boundary of location 669 to a surveyed road at the south-western corner of location 706; 5a. 1r. 23p. and 2a. 1r. 34p. being resumed from Wellington Locations 49 and 669 respectively. (Notice of intention to resume gazetted 5th October, 1962.) The area of Reserve 1083 is hereby reduced by 2r. 4.9p. (Public Plan 411A/40, B2.)

IT is hereby declared that, pursuant to the resolution of the Shire of Dowerin passed at a meeting of the Council held at DOWERIN on or about the 9th November, 1953, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Dowerin.

L. & S. 10229/09 (MR 87), M.R.D. 1245/62.

Road No. 10865 (extension). A strip of land, one chain wide, widening in part, leaving the present road at the north-eastern corner of Avon Location 8545 and extending, as surveyed, northwards to the south-eastern corner of Ejanding Lot

33 and north-eastwards along the south-eastern boundary of the said lot and onwards along the south-eastern boundary of Ejanding Townsite and through location 16475 to and along a western boundary of that location to a surveyed road at the south-western corner of location 15014.

Road No. 10865. (a) Widening of parts. Those portions of Avon Location 19499, Ejanding Lot 33 and Railway Reserve as delineated and coloured dark brown on Original Plan 9031.

(b) Deviation. A strip of land, of varying width, leaving the present road on a western boundary of Avon Location 16475 and extending, as delineated and coloured dark brown on Original Plan 9031, north-eastwards through the said location rejoining the present road within that location.

4a. 3r. 26p. and 2r. 2.6p. being resumed from Avon Locations 16475 and 19499 respectively. (Notice of intention to resume gazetted 21st September, 1962.)

(Public Plans 33A/40, B1 and Ejanding.)

IT is hereby declared that, pursuant to the resolution of the Shire of Gingin passed at a meeting of the Council held at GINGIN on or about the 26th July, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Gingin.

L. & S. 1995/61 (R.293).

Road No. 17 (widening of part). That portion of Swan Location 288 as delineated and coloured dark brown on Lands and Surveys Diagram 68465; 1a. 2r. 7.2p. being resumed from Swan Location 288. (Notice of intention to resume gazetted 5th October, 1962.) (Public Plan 31/80, B4.)

IT is hereby declared that, pursuant to the resolution of the Shire of Harvey passed at a meeting of the Council held at HARVEY on or about the 17th May, 1960, the undermentioned plans have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Harvey.

L. & S. 6643/96, Vol 2, (R256).

Road No. 621 (deviation). A strip of land, one chain wide, widening at its terminus, leaving the present road on the western boundary of Uduc Agricultural Area Lot 53 and extending, as delineated and coloured dark brown on Lands and Surveys Diagram 68425, eastwards through the said lot to Jackson Road on the north-eastern boundary of that lot; 1a. 26.8p. being resumed from Uduc Agricultural Area Lot 53. (Notice of intention to resume gazetted 13th July, 1962.) (Public Plan 383D/40, B3.)

IT is hereby declared that, pursuant to the resolution of the Shire of Wongan-Ballidu passed at a meeting of the Council held at WONGAN HILLS on or about the 11th December, 1959, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Wongan-Ballidu.

L. & S. 3399/59 (R.292).

Road No. 12411. A strip of land, two chains wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 67278, leaving a surveyed road at the south-eastern corner of Melbourne Location 3349 and extending, as surveyed, south-westwards and westwards along the south-eastern boundary of the said location and the south-eastern and southern boundaries of location 2584 to a surveyed road at the south-western corner of the latter location; 1r. 36.7p. being resumed from Melbourne Location 2584. (Notice of intention to resume gazetted 5th October, 1962.) (Public Plan 64/80, D4.)

IT is hereby declared that, pursuant to the resolution of the Shire of Wongan-Ballidu passed at a meeting of the Council held at WONGAN HILLS on or about the 5th November, 1959, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Wongan-Ballidu.

L. & S. 3123/59 (R304).

Road No. 12413. A strip of land, 94 Links wide, widening at its commencement and terminus, leaving a surveyed road on the western boundary of Melbourne Location 1438 and extending, as delineated and coloured dark brown on Original Plan 8426, eastwards through the said location and location 1439 to road No. 4307 on the eastern boundary of the latter location; 7a. 0r. 23p. and 3a. 2r. 19p. being resumed from Melbourne Locations 1438 and 1439 respectively. (Notice of intention to resume gazetted 5th October, 1962.) (Public Plan 57/80, BC2.)

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 meaning of the Local Government Act, 1950, subject to the provisions of the said Act.

Dated this 7th day of December, 1962.

By order of His Excellency the Governor,

STEWART BOVELL,
Minister for Lands.

STATE HOUSING ACT, 1946-1960.

Forfeiture of Lease.

THE undermentioned Crown Leases under the provisions of Part V of the State Housing Act have been forfeited for the breach of a covenant contained in the said leases.

Lease; Lessee; Land.

C/L 162/1962; Keith Bevan Reichard, of 24 Ellison Street, Willagee, Wire Mattress Maker; Swan Location 5776.

C/L 190/58; Roy William Dorrington, of 11 Wandrarrie Avenue, Mount Yokine, Fitter and Turner; Swan Location 5679.

A. D. HYNAM,
Manager, The State Housing Commission.

BUSH FIRES ACT, 1954-1958.

(Section 17.)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 12th December, 1962.

Corres. 617.

IT is hereby notified that the Hon. Minister for Lands has suspended the operation of all declarations prohibiting the burning of the bush so far as the declarations extend to Forest land in the following Shires until the date stated:—

Shire; Zone; Date.

Harvey; 3; 21st December, 1962.

Swan-Guildford; 3; 28th December, 1962.

Wanneroo; 3; 28th December, 1962.

Busselton; 2; 11th January, 1963.

Augusta-Margaret River; 2; 11th January, 1963.

Busselton; 3; 11th January, 1963.

Balingup; 3; 11th January, 1963.

Manjimup; 4; 11th January, 1963.

Manjimup; 4B; 11th January, 1963.

Denmark; 4B; 11th January, 1963.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officer.

Bush Fires Board,
East Perth, 12th December, 1962.

IT is hereby notified that the Wandering Shire Council has appointed Mr. R. H. Gordon as a bush fire control officer for its Shire.

A. SUTHERLAND,
Secretary, Bush Fires Board.**BUSH FIRES ACT, 1954-1958.**

(Section 17.)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 12th December, 1962.

Corres. 251.

IT is hereby notified that the Hon. Minister for Lands has approved of the suspension from the 10th to the 17th December, 1962, of the prohibited burning times declared for the Shire of Katanning so far as the declaration relates to all streets and roads in the Townsite of Katanning and on Reserve 6044. All burning under this suspension is to be under the control of the Katanning Shire Council and must comply with all provisions of the Bush Fires Act, 1954-1958.

A. SUTHERLAND,
Secretary, Bush Fires Board.**TOWN PLANNING AND DEVELOPMENT ACT,
1928-1962.**

City of Nedlands.

Advertisement of a Resolution to Amend a Town Planning Scheme.

T.P.B. 854/2/8/2, Pt. "A."

NOTICE is given that the Municipality of the City of Nedlands, under the provisions of section 7 of the Town Planning and Development Act, has resolved to vary its Town Planning Scheme as follows:—

1. By re-zoning lots 93, 94, location AW, Strickland Street, Mt. Claremont, as "Service Station and Shops."

Any objections should be sent to the Town Clerk, in writing, by Thursday, 7th March, 1963.

Dated this 7th day of December, 1962.

T. C. BROWN,
Town Clerk.**TOWN PLANNING AND DEVELOPMENT ACT,
1928-1962.**Town of Geraldton Town Planning Scheme—
Amendment and Amplification—Amendment
No. 3/62.

T.P.B. 853/3/2/3, Pt. "J."

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1962, that the Hon. Minister for Town Planning on the 11th day of December, 1962, approved of the Geraldton Town Planning Scheme gazetted on the 5th day of January, 1940, being amended in so far as it applies to commercial areas by excising from the residential area Geraldton Town Lots 893-897 (inclusive) and including these lots in the commercial, special business (Motel Site) area.

Such amendment was passed by resolution of the Town of Geraldton on the 27th day of June, 1962, and duly advertised in the *Government Gazette* of 9th, 16th and 23rd November, 1962.

J. E. LLOYD,
Chairman, Town Planning Board.**THE METROPOLITAN REGION PLANNING
AUTHORITY.**

Appointment of Deputy.

IT is hereby notified for public information that His Excellency in Executive Council has been pleased to appoint Sydney Frederick James Cheek a member of the Metropolitan Region Planning Authority for the period 3rd December, 1962, until 3rd April, 1963, as deputy to Alfred Spencer during his absence on leave.

N. A. WILKINSON,
Secretary.**PUBLIC WORKS TENDERS.**

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

Lesmurdie-Mt. Eden Heights (Lots Nos. 7 and 8, Crystal Brook Road)—Purchase and Removal of Improvements (15059); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 10th December, 1962.

Purchase and Removal of Improvements—Lots 2 and 3 of Town Lot 274 for Albany (15066); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 10th December, 1962.

Redcliffe—338 Great Eastern Highway (Lots 156 and 157)—Purchase and Removal of Improvements (15065); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 10th December, 1962.

Purchase and Removal of Improvements—208 Welshpool Road (15064); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 10th December, 1962.

Albany Sewerage—House Connections (15054); 18th December, 1962; conditions are now available at the Contractors' Room, P.W.D., Perth and Albany.

Collie Sewerage—House Connections (15053); 18th December, 1962; conditions are now available at the Contractors' Room, P.W.D., Perth and Collie.

Metropolitan Market Trust—Two New Platforms and Additions—Electrical Installation—Extension of Closing Date (15049); 18th December, 1962; conditions may now be seen at the Contractors' Room, P.W.D., Perth.

Mt. Magnet Hospital—Additions, Alterations and Renovations (15030); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton and Mining Registrar, Mt. Magnet on and after 27th November, 1962.

Port Hedland Hospital—New Workshop and Garage (15045); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Port Hedland, on and after 27th November, 1962.

Salmon Gums School—Repairs and Renovations (15048); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, Kalgoorlie, Norseman, Esperance and Salmon Gums, on and after 27th November, 1962.

University of W.A.—Chemistry Building, Stage Two Electrical Installation (15050); 18th December, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 27th November, 1962.

Wagin Sewerage—House Connections (15055); 18th December, 1962; conditions are now available at the Contractors' Room, P.W.D., Perth, Narrogin and Wagin.

Welshpool—Purchase and Removal of Improvements on Lot 744, Canning Location 2, Mars Street (15056); 18th December, 1962; conditions are now available at the Contractors' Room, P.W.D., Perth.

Greenbushes Police Station and Quarters—Septic Tank Installation (15057); 8th January, 1963; conditions are now available and may be seen at the Contractors' Room, P.W.D., Perth and Bunbury and Police Station, Greenbushes.

Huntley Forest Department—School Quarters—Purchase and Removal (15069); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Dwellingup, on and after 17th December, 1962.

Laverton Police Station and Quarters—Septic Tank Installation (15058); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie and Police Station, Laverton, on and after 10th December, 1962.

Margaret River Hospital—Minor Alterations and Repairs and Renovations (15070); 8th January, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, Clerk of Courts, Busselton, and Police Station, Margaret River, on and after 17th December, 1962.

Muresk Agriculture College—New Dormitory Block—Erection (15060); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, on and after 10th December, 1962.

Narrogin Main Roads Department—New Laboratory and Amenities Building—Erection (15061); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 10th December, 1962.

Narrogin Department of Agriculture—New Stores and Post Mortem Room (15052); 8th January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Narrogin.

Fairview (Collie) School—Additions (15067); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Collie, on and after 10th December, 1962.

Mogumber School—Additions (15063); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Courthouse, Moora, on and after 10th December, 1962.

Narembeen New Pumping Station—Tenders Recalled (15037); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Narembeen, on and after 10th December, 1962.

Carnarvon Primary School—Additions (15062); 22nd January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, Carnarvon and Geraldton, on and after 10th December, 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.

14th December, 1962.

BALINGUP WATER SUPPLY.

Contract for the Construction of Balingup Water Supply.

TENDERS will be received for the above contract up to 2.30 p.m. on the 15th January, 1963, and are to be addressed to the Hon. Minister for Works, Perth, Western Australia, and marked "Tender for the Construction of Balingup Water Supply." The contract includes the construction of an earth dam and water mains.

Tender documents will be available from the Contract Clerk, Public Works Department, Perth, on and after 11th December, 1962, on payment of a deposit of £5.

The lowest or any tender will not necessarily be accepted.

J. McCONNELL,
Under Secretary for Works.

FREMANTLE HARBOUR TRUST ACT, 1902.

HIS Excellency the Governor in Executive Council has been pleased to appoint the Under Secretary for Works (James McConnell), Maxwell Norman Burton Grace, William John Hughes, John Manford and John Mead Hallett to be the Fremantle Harbour Trust Commissioners under the Fremantle Harbour Trust Act, 1902, and subject to any amendment thereof, for the term of three (3) years from the 1st January, 1963; and to appoint James McConnell to be Chairman of the Commissioners for the year 1963.

J. McCONNELL,
Under Secretary for Works.

PAINTERS' REGISTRATION ACT, 1961-1962.

Department of Public Works,
11th December, 1962.

HIS Excellency the Governor in Executive Council, acting under the provisions of sections 5 and 7 of the Painters' Registration Act, 1961-1962, and section 11 of the Interpretation Act, 1918-1962, has been pleased to appoint the Painters' Registration Board consisting of the following members:—

Albert Ernest Clare, F.R.I.B.A., F.R.A.I.A., of 43 Cromarty Road, Floreat Park, the Chairman of the Builders' Registration Board of Western Australia, to be the Chairman of the Board;

Norman William Wasley, J.P., of 239 Walcott Street, Mt. Lawley, a member of the Master Painters, Decorators and Sign-writers' Association of Western Australia (Industrial Union of Employers), Perth, nominated by that association, for a term of three years; and

James Rex Millar, of 102 Salisbury Street, Subiaco, nominated by The West Australian Chamber of Manufacturers who shall represent the Australian Paint Manufacturers Federation (W.A. Branch), for a term of three years.

J. McCONNELL,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1961.

Sale of Land.

P.W. 2118/62, Ex. Co. No. 2432.

NOTICE is hereby given that His Excellency the Governor has authorised, under section 29 (7) of the Public Works Act, 1902-1961, the sale by public auction or private contract of the land hereinafter described, such land being no longer required for the purposes for which it is held.

Land.

Corrigin Lot 263 (Certificate of Title Volume 1199, folio 371).

Portion of Avon Location 9110, being lots 344 to 373 inclusive on L.T.O. Plan 7551 (Certificate of Title Volume 1265, folio 736).

Dated this 7th day of December, 1962.

J. McCONNELL,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1961.

Notice of Intention to Sell Resumed Land.

P.W. 874/47, Ex. Co. No. 2347.

NOTICE is hereby given that the piece or parcel of land described in the schedule hereto is no longer required for the purpose for which it was resumed and is available for sale under the provisions of section 29 of the Public Works Act, 1902-1961.

A person who, immediately prior to the taking of the land referred to, had an estate in fee simple in that land may, within three months after the publication of this notice in the *Gazette* and in accordance with the provisions of section 29 (3) of the Public Works Act, 1902-1961, apply to the Minister for Works at the office of the Department of Public Works for an option to purchase the land.

Schedule.

Portion of Canning Location 13, the subject of L.T.O. Diagram 6169 (Certificate of Title Volume 933, folio 129), formerly Certificate of Title Volume 902, folio 146.

Dated this 7th day of December, 1962.

J. McCONNELL,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1961.

Sale of Land.

P.W. 2241/62, Ex. Co. No. 2436.

NOTICE is hereby given that His Excellency the Governor has authorised, under section 29 (7) of the Public Works Act, 1902-1961, the sale by private contract of the land hereinafter described, such land being no longer required for the purpose for which it is held.

Land.

Portion of Swan Location 1241, being part of lot 22 on L.T.O. Plan 3341 (Certificate of Title Volume 780, folio 139).

Dated this 7th day of December, 1962.

J. McCONNELL,
Under Secretary for Works.

PUBLIC WORKS ACT, 1902-1961.

Sale of Land.

P.W. 2285/55, Ex. Co. No. 2434.

NOTICE is hereby given that His Excellency the Governor has authorised, under section 29 (7) of the Public Works Act, 1902-1961, the sale by private contract of the land hereinafter described, such land being no longer required for the purpose for which it is held.

Land.

Portion of Canning Location 2 being lot 12 on L.T.O. Plan 2957 (Certificate of Title Volume 1125, folio 820).

Dated this 7th day of December, 1962.

J. McCONNELL,
Under Secretary for Works.

P.W.W.S. 2420/58 ; Ex. Co. No. 2430

Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1961

Public Works Act, 1902-1961

LAND RESUMPTION

Metropolitan Water Supply—High Level Tank—Maida Vale

NOTICE is hereby given, and it is hereby declared, that the piece or parcel of land described in the Schedule hereto—being in the Swan District has, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 7th day of December, 1962, been set apart, taken, or resumed for the purposes of the following public work, namely:—Metropolitan Water Supply—High Level Tank—Maida Vale.

And further notice is hereby given that the said piece or parcel of land so set apart, taken, or resumed is marked off and more particularly described on Plan, P.W.D., W.A., 39475, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE

No. on Plan P.W.D., W.A., No. 39475	Owner or Reputed Owner	Description	Area
	Laura Annie Townsend, Life Tenant and the Spastic Welfare Association of W.A. (Inc.)	Portion of Swan Location 1122, being Lot 23 on L.T.O. Diagram 24703 (Certificate of Title, Volume 1043, Folio 816).	a. r. p. 1 0 3.5

Certified correct this 20th day of November, 1962.

G. P. WILD,
Minister for Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 7th day of December, 1962.

P.W. 1140/51 ; Ex. Co. No. 2429

Local Government Act, 1960-1961 ; Public Works Act, 1902-1961

LAND ACQUISITION

Shire of Perth—Drainage at Scarborough

NOTICE is hereby given, and it is hereby declared that the piece or parcel of land described in the Schedule hereto—being in the Swan District—has, in pursuance of the written consent, under section 28 of the Local Government Act, 1960-1961, and the approval under the Public Works Act, 1902-1961, of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 7th day of December, 1962, been compulsorily taken and set apart for the purposes of the following public work, namely :—Shire of Perth—Drainage at Scarborough.

And further notice is hereby given that the said piece or parcel of land so taken and set apart is shown marked off on Plan P.W.D., W.A. 39840, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE

No. on Plan P.W.D., W.A. No. 39840	Owner or Reputed Owner	Description	Area
....	Lucia Estelle Connor	Portion of Swan Location 1296, being that part of the right-of-way between Herbert Street and Flamborough Street and abutting Lots 777 to 781 inclusive on L.T.O. Plan 3697 (Certificate of Title Volume 654, Folio 26)	a. r. p. 0 0 18

Certified correct this 16th day of November, 1962.

G. P. WILD,
Minister for Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 7th day of December, 1962.

P.W. 841/56 ; Ex. Co. No. 2428

Main Roads Act, 1930-1959 ; Public Works Act, 1902-1961

LAND RESUMPTION

Spearwood-Midland Junction Controlled Access Road and Subsidiary Roads (Bibra Lake to Canning River Section)

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Jandakot Agricultural District—have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 7th day of December, 1962, been set apart, taken, or resumed for the purposes of the following public work, namely :—Spearwood-Midland Junction Controlled Access Road and Subsidiary Roads (Bibra Lake to Canning River Section).

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A. 39872 and L.T.O. Plan 7184, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE

No. on Plan P.W.D., W.A. No. 39872	Owner or Reputed Owner	Description	Area
1	Warwick Pty. Limited	Portion of Jandakot Agricultural Area Lot 171 (Certificate of Title Volume 1220, Folio 195)	a. r. p. 26 0 4
2	Crown	Reserve 6551 (Public Utility)	0 1 29
3, 3a, 4, 4a, 5, 5a, 6, 6a, 7 and 8	Crown	Portion of each of Walliabup Townsite Lots 2, 3, 4, 5, 8 and 9 ...	1 2 11.7

Certified correct this 19th day of November, 1962.

G. P. WILD,
Minister for Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 7th day of December, 1962.

P.W.W.S. 651/50 ; Ex. Co. No. 2431

Public Works Act, 1902-1961

LAND RESUMPTION

Collie Irrigation—Gravel Quarry—Roelands

NOTICE is hereby given, and it is hereby declared, that the piece or parcel of land described in the Schedule hereto—being in the Wellington District has, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 7th day of December, 1962, been set apart, taken, or resumed for the purposes of the following public work, namely :—Collie Irrigation—Gravel Quarry—Roelands.

And further notice is hereby given that the said piece or parcel of land so set apart, taken, or resumed is marked off and more particularly described on Plan, P.W.D., W.A. 38980 and L.T.O. Diagram 27552, which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE

No. on Plan P.W.D., W.A., No. 38980	Owner or Reputed Owner	Description	Area
	William Smith	Portion of Wellington Location 1 and being part of the land contained in Memorial Book 19/969	a. r. p. 11 2 27

Certified correct this 20th day of November, 1962.

G. P. WILD,
Minister for Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 7th day of December, 1962.

M.R.D. 1120/60

Main Roads Act, 1930-1961 ; Public Works Act, 1902-1961

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, 1902-1961, 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 Kojonup District for the purpose of the following public work, namely, widening Kojonup-North West Road and that the said pieces or parcels of land are marked off on Plan M.R.D. W.A. 1752 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	Gordon James Harrison	G. J. Harrison	Portion of Kojonup Location 5126 (Certificate of Title Volume 1137, Folio 896)	a. r. p. 0 1 11.1
2	Gordon James Harrison	G. J. Harrison	Portion of Kojonup Location 3368 (Certificate of Title Volume 1137, Folio 979)	0 1 8.5
3	Gordon James Harrison	G. J. Harrison	Portion of Kojonup Location 3366 (Certificate of Title Volume, 1137 Folio 897)	0 0 9.7

Dated this 10th day of December, 1962.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 1791/62

Main Roads Act, 1930-1961 ; Public Works Act, 1902-1961

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, 1902-1961, 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 Narrogin District, for the purpose of the following public work, namely, widening and deviating Northam-York-Cranbrook Road, and that the said piece or parcel of land is marked off on Plan M.R.D. W.A. 2104, 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	An estate for life to Stanislaw Jenrzejczak with an estate for life expectant on the death of Stanislaw Jenrzejczak to Sofia Jenrzejczak his wife and an estate in fee simple in remainder expectant on the deaths of the said Stanislaw Jenrzejczak and Sofia Jenrzejczak to Kristina Jenrzejczak and Jan Jenrzejczak	Stanislaw Jenrzejczak ...	Portion of Narrogin Lot 417 (Certificate of Title Volume 971, Folio 122)	a. r. p. 0 0 10 (approx.)

Dated this 12th day of December, 1962.

F. PARRICK,
Secretary, Main Roads.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 816384/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Metropolitan Water Supply.
City of Perth.

Twenty-one-Inch Diameter Water Main in
Mint Street and Albany Highway.

Description of Proposed Works.

The construction of a 21-inch diameter water main (length about 990 feet).

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

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

Commencing at the intersection of Swansea Street and Mint Street and proceeding thence in a general westerly direction along Mint Street to Albany Highway, thence in a general southerly direction along Albany Highway to Basinghall Street.

The above works are shown in red on plan M.W.S.S. & D.D. W.A., No. 8808.

The Purposes for Which the Proposed Works will be Constructed or Provided.

To improve the water supply in East Victoria Park.

The Times When and Place at Which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 14th day of December, 1962, between the hours of 10 a.m. and 3.30 p.m.

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

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 678924/62.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation

Area No. 12, Cottesloe, within the boundaries of Town of Mosman Park, to serve lots 7 and 8, Oswon Street.

The owners of the abovementioned properties are hereby notified that such properties are capable of being connected to the sewer and are required, therefore, to connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st March, 1963, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st March, 1963, rates will be charged from date of connection.

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

Dated this 14th day of December, 1962, at the office of the Department, St. George's Place, Perth.

G. SAMUEL,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 684730/62.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area No. 31A, Perth, within the boundaries of City of Perth, to serve lot 7, Venn Street.

The owner of the abovementioned property is hereby notified that such property is capable of being connected to the sewer and is required, therefore, to connect his premises to the sewers within 30 days from date of service of prescribed notice; and is also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st March, 1963, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st March, 1963, rates will be charged from date of connection.

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

Dated this 14th day of December, 1962, at the office of the Department, St. George's Place, Perth.

G. SAMUEL,
Under Secretary.

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

M.W.S. 689203/62.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area No. 22, Victoria Park, within the boundaries of City of Perth, to serve lots 12, 13, 14, 994 and 10, Withnell Street.

The owners of the abovementioned properties are hereby notified that such properties are capable of being connected to the sewer and are required, therefore, to connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st March, 1963, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st March, 1963, rates will be charged from date of connection.

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

Dated this 14th day of December, 1962, at the office of the Department, St. George's Place, Perth.

G. SAMUEL,
Under Secretary.

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

M.W.S. 878091/60.

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 Nedlands.

866099/62—Elizabeth Street, from Viewway to lot 3—easterly.

City of Perth.

860369/62—Caithness Road, from lot 1805 to lot 1804—southerly.

City of Subiaco.

871184/62—Lansdowne Road, from lot 1 to lot 19—northerly.

Town of Melville.

857420/62—Stoneham Road, from Tanson Street to lot 34—south-easterly.

857421/62—Birdwood Circus, from lot 122 to lot 120—north-easterly.

864810/62—Curtis Road, from lot 47 to lot 70—southerly. Curtis Place, from lot 51 to Curtis Road—easterly.

864812/62—Coomoora Road, from Bedford Road to lot 132—westerly.

865611/62—Clive Street, from lot 14 to The Esplanade—easterly. The Esplanade, from Clive Street to lot 7—northerly.

865612/62—Henley Street, from Coogee Road to lot 86—northerly.

865817/62—Malland Street, from lot 58 to lot 83—southerly.

865820/62—Denny Way, from lot 110 to lot 111—westerly.

865824/62—Schacht Court, from lot 71 to lot 91—southerly.

Town of Mosman.

865443/62—Marshall Street, from lot 11 to Bateman Street—north-westerly. Bateman Street, from Marshall Street to lot 9—north-easterly.

Shire of Bayswater.

856762/62—Henrietta Street, from lot 881 to lot 883—north-westerly.

856766/62—Warren Street, from Reman Road to lot 24—south-westerly and westerly.

Shire of Mundaring.

8423/59—Stirling Road, from lot 11 to Horwood Road—southerly. Horwood Road, from Stirling Road to lot 18—westerly.

Shire of Perth.

862502/62—Minilya Street, from lot 343 to Dongarra Street—easterly. Dongarra Street, from Minilya Street to lot 329—southerly.

862504/62—Dongarra Street, from lot 90 to Kyarra Street—southerly. Kyarra Street, from Dongarra Street to lot 417—westerly.

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

Dated this 14th day of December, 1962.

G. SAMUEL,
Under Secretary.

WATER BOARDS ACT, 1904-1953.

Bunbury Water Board.

NOTICE is hereby given of the intention of the Bunbury Water Board to undertake the construction of the works hereinafter described by virtue of the powers under provisions of section 41 of the Water Boards Act, 1904-1953.

Description of Proposed Works and Locality in Which same will be Constructed.

(a) Laying new mains within the Bunbury Water Area in—

Hayward Street and the unnamed subdivisional road between Beach Road and Hayward Street; Churchill Drive, Montgomery Street, Hastie Street, the new subdivisional road running from Churchill Drive to Hastie Street, and in Mangles Street, Dixon Street, Kimber Street, Stinton Street, Milligan Street, Flaherty Street, Doolan Street, Charterhouse Street, Hales Street, Picton Road, Scott Street, Picton Crescent, Greensell Street, North Street and Thomas Street.

(b) Replacement of old mains, in—

Banksia Street, Beach Road, Doris Street, Spencer Street, Halsey Street, Goldsmith Street, Clarke Street, Mansfield Street, Nuytsia Avenue and Wisbey Street.

(c) Provision of pump equipment and reticulation at Koombana Park.

(d) The provision of pump equipment main to reservoir from new bore at lot 389, Molloy Street.

(e) The construction of a 2,000,000-gallon reservoir in location 70, Nature Park, together with linking mains.

(f) Aeration of existing bore in Wisbey Street.

(g) Construction of a water treatment plant on part lot 4, Diagram No. 6714, Boulters Heights.

The Purpose for which the Proposed Works are to be Constructed and the Parts of the Water Area to be Supplied with Water.

To improve the existing water supply of the Bunbury Water Area and to improve the quality of water to those portions of the water area abutting on the said works.

The Times and Places at Which Plans, Specifications and Books of Reference may be Inspected.

At the offices of the Minister for Water Supply, Sewerage and Drainage, Public Works Department, Perth, and at the offices of the Bunbury Water Board, Stephen Street, Bunbury, for one month from Tuesday, 11th December, 1962.

W. P. KELLY,
Acting Chairman.

A. L. SCOTT,
Secretary.

THE CITY OF PERTH.
Abstract of Annual Financial Statements.

Municipal Fund—Working Account (Adjusted to nearest £)		Expenditure	
	£	£	£
Administration—			
Staff Section	81,643		
Members' Section	19,527		
Debt Service		101,170	
Public Works and Services—		107,703	
Streets, Roads, Paths and Drainage—			
Construction	90,856		
Maintenance	31,476		
Street Cleaning		122,332	
Other Expenditure		20,424	
Street Lighting		6,835	
Parks, Gardens, Recreation Grounds, Baths and Beaches		33,458	
Building, Construction, Equipment and Maintenance		158,090	
Town Planning		43,331	
Building Inspection		8,162	
Sanitation		16,884	
Health Services		73,984	
Public Works Overhead		28,416	
Grants and Donations—		8,004	
Statutory—W.A. Fire Brigades Board	26,684		
Non-statutory	7,164		
Other Works and Services		33,848	
Transfer to Reserve Funds		2,204	
Depreciation		25,000	
Surplus		100,721	
		61,447	
		£952,013	

Income		£	£
Rates		652,127	
Payments in lieu of Rates		351	
Licenses		88,361	
Income from Property		53,002	
Sanitation		81,776	
Fines and Penalties		201	
Other Fees		208	
Other Revenue		75,387	
		£952,013	

Trust Fund		£	£
Debit Balances			
Cash at Bank		29,960	
Fixed Deposits		126,632	
Amount owed by Municipal Fund		156,592	
		£160,608	

Credit Balances		£	£
Deposits and Moneys held for Private Works, etc.		76,934	
Reserves—			
Mobile Plant, City Engineer's Department		55,111	
Plant, City Engineer's Department		4,108	
Mobile Plant and Plant, Parks and Gardens Department		6,102	
Office Machines and Equipment		2,353	
Long Service Leave		16,000	
		£160,608	

Loan Capital Fund

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE EIGHT MONTHS ENDED 30th JUNE, 1962
(Adjusted to nearest £)

Loan No.	Credit Balance, 1/11/61	Instalments Received	Total	Expenditure	Credit Balance, 30/6/62
	£	£	£	£	£
34	1,599		1,599	242	1,357
35	3,025		3,025		3,025
36	12,199		12,199		12,199
37	30,444		30,444	12,760	17,684
40	3,000		3,000		3,000
41	21,000		21,000		21,000
43	70		70		70
44	19,957		19,957	209	19,748
45	26,815		26,815	Cr. 100	26,915
46	1,181		1,181		1,181
47	50,214		50,214	13,845	36,369
48	84,109		84,109	20,331	63,778
49	258,043		258,043	193,057	64,986
50	174,275		174,275	65,089	109,176
52	86,663		86,663	16,760	69,903
53	525,000	225,000	750,000	517,144	232,856
55		150,000	150,000	146,303	3,197
56		210,000	210,000	15,187	194,813
	£1,297,594	£585,000	£1,882,594	£1,006,337	£876,257
					Credit Balance at 30th June, 1962
					£876,257

Represented by—		£	£
Cash at Bank		286,646	
Fixed Deposits		590,000	
		876,646	
Less Owed to Municipal Fund		389	
		£876,257	

Particular Reserve Fund (Adjusted to nearest £)		£	£
Receipts			
Balance as at 1st November, 1961			459,693
Received since 1st November, 1961—			
Contribution by State Government re Commonwealth Games Aquatic Centre			150,000
Contribution by Federal Government re Commonwealth Games Aquatic Centre			100,000
Transfer proceeds Sale of Endowment Lands from Trust Fund—			
Stadium		157,159	
Erection of Club House at City Beach		12,000	
			169,159
Transfer from Municipal Fund for Purchase of Books for Library			2,424
Interest			12,455
Total Receipts			£893,731
Payments		£	£
Roads, Paths and Drainage			4,544
Floreat Park Main Recreation Reserve—Entrance and Retaining Wall			232
Athletic Stadium—			
Buildings		302,473	
Track Preparation and Athletic Facilities		13,130	
Retaining Walls and Fencing		10,577	
Road Construction and Drainage		2,078	
Area Earth Works and Kerbing, Water Supply and Reticulation, Grass Planting		3,189	
Sundry		667	
			332,114
Perry Lakes Area—Main Water Supply			1,180
New Nursery—Construction of Retaining Wall			3,436
Sunbury Road and Harper Street Reserve Development			16
New City Hall			25,980
Total Payments			£367,502

BALANCE SHEET AS AT 30th JUNE, 1962
(Adjusted to nearest £)

Assets		£	£
Current Assets—			
Cash and Bank Balance and Fixed Deposits—			
Cash at Bank—Municipal Fund		76,446	
Trust Fund		156,592	
Loan Capital Fund		876,646	
Particular Reserve Fund		528,447	
Darling Range Quarry Account		15,742	
Change		1,465	
			1,655,338
Prepayment and Deposits			3,224
Sundry Debtors—			
Rates		81,265	
Sanitation		4,416	
Government Departments and Local Authorities for Work Performed		48,774	
State Electricity Commission—Balance due re Sale of Electricity and Gas Undertaking		2,185,000	
For Purchase of Land		9,525	
Parking Fund		3,255	
Sundry		8,363	
			2,340,598
Materials and Stores—At Cost			25,028
			£4,024,188
Fixed Assets—			
Buildings at Valuation		2,893,588	
Furniture and Equipment at Valuation		116,103	
Plant at Valuation		62,550	
Mobile Plant at Valuation		190,137	
Fencing and Retaining Walls at Valuation		48,354	
Reticulation in Parks at Valuation		63,002	
Assets in Road Reserves at Valuation		21,500	
Seating in Parks at Valuation		3,481	
Darling Range Quarry at Valuation		11,151	
		3,409,866	
Less Depreciation		100,722	
			3,309,144
Freehold Land at Valuation			819,723
Tools at Valuation			2,248
Town Planning Scheme, Smith's Lake, at Cost			60,225
			4,191,340
Total Assets			£8,215,528
Liabilities		£	£
Current Liabilities—			
Sundry Creditors			12,325
Payments in Advance—			
Rates		1,294	
Wembley Bowling Club		8,923	
			10,217
Trust Funds—Deposits, etc.		76,934	
Reserves—			
Mobile Plant, City Engineer's Department		55,111	
Plant, City Engineer's Department		4,108	
Mobile Plant and Plant, Parks and Gardens Department		6,102	
Office Machines and Equipment		2,353	
Long Service Leave		16,000	
		83,674	
Particular Reserve Funds			160,608
Loan Capital Unexpended			526,229
			876,257
Deferred Liability—City Loans			1,585,636
			3,390,235
Total Liabilities			£4,975,871

SUMMARY

Total Assets	£	8,215,528
Total Liabilities	£	4,975,871
Municipal Accumulation Account (Surplus)	£	£3,239,657

The above figures do not include Contract Balances amounting to £1,700,703 in respect of works not completed at 30th June, 1962. Financial provision for this amount is contained in Loan Funds, Reserve Funds and the Municipal Budget for 1963.

Contingent Liability.—The amount of interest included in loan debentures issued, payable over the life of the loans, and not shown under the heading of Loan Liability is approximately £1,837,668.

H. R. HOWARD, *Lord Mayor*.
W. A. McI. GREEN, *Town Clerk*.
P. J. MCKEOWN, A.A.S.A., A.C.I.S., *City Treasurer*.

AUDITORS' REPORT

We report that we have examined the accounts of the City of Perth for the period of eight months ended 30th June, 1962.

In our opinion, the Financial Statements and Balance Sheet at 30th June, 1962, on pages 1 to 14, 21 and 22, in respect of the Municipal Fund, Trust Fund, Reserve Funds and Loan Capital Fund, are properly drawn up so as to give a true and fair view of the state of affairs of the City of Perth.

In our opinion, the accounting and other records examined by us are properly kept in accordance with the provisions of the Local Government Act (1960-1961) except that no statement of Receipts and Payments (Form No. 6) has been prepared.

A separate report has been forwarded to the Council.

C. H. TURNER and C. H. EVANS, Chartered Accountants
City Auditors.

31st October, 1962.

SHIRE OF BALINGUP.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR YEAR ENDED 30th JUNE, 1962

Receipts		£	s.	d.
Rates	.....	4,871	15	11
Licenses	.....	5,561	16	8
Government Grants and Recoups	.....	8,078	0	9
Income from Property and Plant	.....	3,938	18	7
Sanitation Receipts	.....	902	19	7
Cemetery Receipts	.....	6	18	0
Vermis Receipts	.....	2	7	3
Other Fees	.....	83	14	0
Other Revenue	.....	472	7	11
All Other Receipts	.....	1,020	3	10
Total Receipts	.....	£21,394	2	6

Payments		£	s.	d.
Administration—				
Staff	.....	2,664	7	10
Members	.....	181	5	3
Debt Service	.....	1,940	3	5
Public Works and Services—				
Streets, Roads and Bridges—Construction and Maintenance	.....	9,110	12	9
Parks, Gardens, Recreation Grounds and Buildings—				
Construction and Maintenance	.....	899	9	0
Health Services	.....	1,275	13	8
Vermis Services	.....	330	3	1
Bush Fire Control	.....	139	0	0
Traffic Control	.....	162	0	0
Cemetery	.....	47	12	4
Plant, Machinery and Tools—Purchase	.....	381	1	1
Stocks on Hand	.....	101	3	0
C.R.T. Expenditure—Plant	.....	1,575	0	0
Matching Moneys—C.R.T. Fund	.....	1,103	0	0
Donations and Grants	.....	31	2	7
Transfer to Reserve Funds	.....	120	0	0
Other Works and Services	.....	876	11	8
All Other Expenditure	.....	1,056	1	11
Total Payments	.....	£21,994	7	9

Municipal Fund
CASH SUMMARY

	£	s.	d.
Balance, 1st July, 1961 (Net Overdrawn)	1,234	19	6
Add Expenditure	21,994	7	7
	23,229	7	1
Less Receipts	21,394	2	6
Being Balance, 30th June, 1962 (Overdrawn)	£1,825	4	7

Loan Capital Fund
Receipts

	£	s.	d.
Credit Balance, 1st July, 1961	3,377	16	8
Bank Transfers	643	0	0
Loan Raised	1,730	0	0
Balance, Loan 12, 30th June, 1962	12	17	8
	£5,763	14	4

Payments

	£	s.	d.
Loan Moneys Expended	3,731	18	5
Bank Transfers	643	0	0
Bank Balance, 30th June, 1962	1,388	15	11
	£5,763	14	4

Trust Fund

Receipts		£	s.	d.
Taxation	.....	638	10	0
Third Party Insurance	.....	2,051	6	3
Nomination Deposits	.....	10	0	0
Bank Balances, 30th June, 1962	.....	396	0	10
		£3,095	17	1

Payments

Payments		£	s.	d.
Taxation	.....	638	10	0
Third Party Insurance	.....	2,051	6	3
Nomination Deposits	.....	10	0	0
Bank Balance, 30th June, 1962	.....	396	0	10
		£3,095	17	1

Long Service Leave and Gratuity Reserve Fund

Receipts		£	s.	d.
C.R. Balance, 1st July, 1961	.....	31	10	8
Transfer from Municipal Fund	.....	120	0	0
Interest	.....	1	1	7
		£152	12	3

Payments

Payments		£	s.	d.
C.R. Balance, 30th June, 1962	.....	£152	12	3

BALANCE SHEET

Assets		£	s.	d.
Current Assets	.....	1,924	11	4
Sundry Debtors	.....	2,577	9	1
Stocks on Hand	.....	132	17	9
Deferred Assets	.....	2,141	17	2
Fixed Assets	.....	15,604	17	2
		£22,381	12	6

Liabilities

Liabilities		£	s.	d.
Current Liabilities	.....	2,598	5	1
Loan Liability	.....	10,504	1	0
Municipal Accumulation Account	.....	9,279	6	5
		£22,381	12	6

We hereby certify that the figures and particulars above are correct.

D. WAUCHOPE, *President*.
L. W. SMITH, *Shire Clerk*.

Dated 8th November, 1962.

I certify having examined the books of the Shire of Balingup; also compared the Statements of "Receipts and Payments," "Working Account" and "Balance Sheet," also supporting Statements, numbered Forms 6 to 8B, both inclusive, and found to be correct, in accordance with the books, accounts and documents produced.

J. PARROT, *Auditor*.

KONDININ SHIRE COUNCIL.

Notice of Intention to Borrow.

Proposed Loan (No. 42) of £2,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Shire Council of Kondinin hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £2,500, repayable at the State Government Insurance Office, Perth, over a period of 20 years at a rate of interest of £5 10s. per cent. per annum, by 40 equal half-yearly instalments of principal and interest. Purpose: The construction of a power house and installation of electrical equipment at Hyden.

Plans, specifications and estimated costs are open for inspection at the Council's office, during normal office hours, for a period of 35 days after publication of this notice.

Dated the 16th day of November, 1962.

W. G. YOUNG,
President.
L. A. SCOTT,
Shire Clerk.

SHIRE OF VICTORIA PLAINS.

Notice of Intention to Borrow.

Proposed Loan (No. 19) of £1,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Victoria Plains Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms for the following purpose: £1,000, for five years, at a rate of interest not exceeding £5 7s. 6d. per cent. per annum, repayable at the Bank of New South Wales Savings Bank Ltd., Bolgart, by equal

half-yearly instalments of principal and interest. Purpose: Purchase of fire fighting truck and contingent equipment.

Plans, specifications and statement as required by section 609 are open for inspection by rate-payers at the office of the Council, during normal business hours, for a period of 35 days after the publication of this notice.

The works and undertakings for which the loan is proposed to be raised will, in the opinion of the Council, be of benefit to a portion of the Shire, namely, the East Ward, and rating required to meet the repayments of principal and interest will be levied against all rateable property in the said East Ward.

J. D. MILNER,
President.
B. W. LYONS,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Beverley Shire Council.

Notice of Intention to Borrow.

Proposed Loan (No. 34) of £4,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Beverley Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms for the following purpose: £4,000, for 15 years, at £5 10s. per cent. per annum, payable at the Bank of New South Wales, Beverley, by thirty (30) equal half-yearly instalments of principal and interest. Purpose: Erection of dwelling on lot 29 of S37, Short Street, Beverley.

Plans, specifications and estimates of the cost thereof, and statements required by section 609 of the Act, are open for inspection at the office of the Council, during the usual business hours, for 35 days after the publication of this notice.

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

Dated 17th day of December, 1962.

A. W. MILES,
President.
D. RIGOLL,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Belmont.

Notice of Intention to Borrow.

Proposed Loan (No. 50) of £50,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Belmont 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: £50,000 (fifty thousand pounds), for 15 (fifteen) years at a rate of interest not exceeding £5 10s. (£5½) per cent. per annum, repayable by 30 equal half-yearly instalments of principal and interest at the office of the Council, 211 Great Eastern Highway, Belmont. Purpose: The construction, reconstruction and sealing, with drainage where necessary, of roads and footpaths, together with the expenses in connection with the raising of the money.

Plans, specifications, estimates and the statement required by section 609 of the Local Government Act, 1960, are open for inspection at the office of the Council, during usual business hours, for thirty-five (35) days after the publication of this notice.

Dated this 6th day of December, 1962.

B. A. M. CLAYDEN,
President.
W. G. KLENK,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Merredin.

Notice of Intention to Borrow.

Proposed Loan (No. 70) of £3,500.

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, in the following terms and for the following purpose: £3,500, for 15 years, with interest at the rate of £5 10s. per cent., payable at the Commonwealth Bank, Merredin, in 30 equal half-yearly instalments covering principal and interest. Purpose: Additions to sheep pens at the 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 5th day of December, 1962.

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

LOCAL GOVERNMENT ACT, 1960.

Shire of Perth.

Notice of Intention to Borrow.

Proposed Loan (No. 128) of £6,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Shire of Perth hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purposes: £6,000, for 15 years, with interest at a rate not exceeding £5 10s. per cent. per annum, repayable at the office of the Shire of Perth by 30 equal half-yearly instalments of principal and interest. Purpose: Erection of brick walls, steel deck roofing to Inglewood Autumn Club building at lots 532, 533, Beaufort Street, Inglewood.

Plans, specifications and an estimate of the cost thereof, and statement required by section 609, are open for inspection by ratepayers of the Municipality at the office of the Council, Cedric Street, Osborne Park, between the hours of 10 a.m., and 4 p.m., on week days except Saturdays, for 35 days after publication of this notice.

Dated this 12th day of December, 1962.

H. R. ROBINSON,
President.
L. P. KNUCKEY,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Wagin.

Notice of Intention to Borrow.

Contributory Bitumen Scheme.

Proposed Loan (No. 32) of £4,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Wagin Shire Council hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £4,000 for 15 years with interest at the rate of £5 10s. per cent. per annum, repayable at the office of the State Government Insurance Office, Perth, by 30 equal half-yearly instalments of principal and interest. Purpose: Continuation of Contributory Bitumen Scheme with Main Roads Department by (1) providing final seal coat on Jaloran Road (£2,000), and (2) waterbinding and priming on Ballagen Road.

The estimate and statement required by section 609 of the Act are open for inspection of ratepayers at the office of the Council, during office hours, for thirty-five (35) days after the publication of this notice.

The purpose for which the loan is to be raised will, in the opinion of the Council, benefit the whole of the Shire, and any loan rates applicable will be levied on all rateable land within the Shire.

J. W. ROWELL,
President.
F. B. MASON,
Shire Clerk.

SHIRE OF PERTH.

Notice.

To Frederick Oliver Kyrwood, and Edith May Kyrwood, 147 Weaponess Road, Doubleview:

THE Shire of Perth, being the local authority for the Municipal District of the Shire of Perth, pursuant to the provisions of the Local Government Act, 1960, being of the opinion that the buildings, being a timber-framed asbestos-clad structure with wooden floor and corrugated asbestos roof (shop) and also brick butchers' shop and garage with corrugated-galvanised iron roof and asbestos walls, erected upon the land being portion of Swan Location 1419, lot 79 on Plan 3670, Certificate of Title Volume 1085, folio 82, house number 31, Filburn Street, Scarborough, of which you are the owners, situate in the District of the Shire of Perth, are neglected buildings, hereby gives you notice that you are immediately to put the said buildings into such state of repair and good condition as is to the satisfaction of the Perth Shire Council.

And take further notice that if you do not comply with the terms of this notice (subject to your right of appeal pursuant to section 408 of the Local Government Act, 1960) the Shire of Perth may apply to a Court of Petty Sessions for an order to compel you to comply with the said notice.

The provisions of the Local Government Act, 1960, and the Building By-laws made thereunder, require that you must obtain a building license from the Council before undertaking the said works. Application for the building license should be made forthwith.

Dated the 19th day of October, 1962.

LLOYD P. KNUCKEY,
Shire Clerk.

Issued by and under the direction of the Shire of Perth.

SHIRE OF PERTH.

Notice.

To S. Nobili, Lot 273, Hastings Street, Scarborough:

THE Shire of Perth, being the local authority for the Municipal District of the Shire of Perth, pursuant to the provisions of the Local Government Act, 1960, being of the opinion that the buildings upon lot 273, location 1136, Hastings Street, Scarborough, in the District of the Shire of Perth, of which you are the owner, are neglected buildings, hereby gives you notice that you are to take down and remove immediately the buildings upon the said land.

And take further notice that if you do not comply with the terms of this notice (subject to your right of appeal pursuant to section 408 of the said Act) the Council may apply to a Court of Petty Sessions for an order to make you comply with the requisitions of this notice.

Dated the 8th day of October, 1962.

LLOYD P. KNUCKEY,
Shire Clerk.

Issued by and under the direction of the Shire of Perth.

SHIRE OF SWAN-GUILDFORD.

PUBLIC notice is given that Michael Powell Johnston was appointed Traffic Inspector to this Shire, effective 1st November, 1962.

T. J. WILLIAMSON,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Bassendean.

Lease of Land.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 863/62.

IT is hereby notified for public information that His Excellency the Governor has approved, under the provisions of section 267 of the Local Government Act, 1960, the lease by the Council of the Shire of Bassendean to the Swan Districts National Football Club Inc. of portion of Reserve 7401, coloured red on lease instrument dated the 1st day of November, 1962, for a term of 16 years, and has directed that the land may be leased without calling public tenders.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Shire of Waroona.

Loans.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 122/61.

IT is hereby notified for public information that His Excellency the Governor has approved of the provision of a water supply to the Hamel Townsite as a work and undertaking for which money may be borrowed under Part XXVI of the Local Government Act, 1960, by the Waroona Shire Council.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Town of Geraldton.

Loans.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 305/57.

IT is hereby notified for public information that His Excellency the Governor has approved of the part cost of constructing an Infant Health Centre on Reserve 25343 as a work and undertaking for which money may be borrowed under Part XXVI of the Local Government Act, 1960, by the Geraldton Town Council.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Shire of Gosnells.

Loans.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 584/59.

IT is hereby notified for public information that His Excellency the Governor has approved of the erection of a golf clubhouse on part of Jandakot A.A. Lot 121, being lot 8, Diagram 25042, as a work and undertaking for which money may be borrowed under Part XXVI of the Local Government Act, 1960, by the Gosnells Shire Council.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Town of Geraldton.
Lease of Land.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 2289/52.

IT is hereby notified for public information that His Excellency the Governor has approved, under the provisions of section 267 of the Local Government Act, 1960, the lease by the Geraldton Town Council to the Geraldton Motor Cycle Club of part of Reserve 22660 for a term of five years, and has directed that the land may be leased without calling public tenders.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Shire of Wickepin.
Sale of Land.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 1133/52.

IT is hereby notified for public information that His Excellency the Governor has approved, under the provisions of section 266 of the Local Government Act, 1960, the sale by the Wickepin Shire Council of Wickepin Lot 88, Certificate of Title Volume 1161, folio 818, and has directed that the land may be sold by private treaty.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Department of Local Government,
Perth, 10th December, 1962.

L.G. 522/61.

HIS Excellency the Governor in Executive Council, acting under the provisions of section 159 of the Local Government Act, 1960, and the Local Government (Qualification of Municipal Officers) Regulations, 1961, has been pleased to appoint George Leslie Lithgo, a councillor of the Melville Town Council, to be the deputy of Colin Anderson as a member of the Municipal Building Surveyors' Examination Committee *vice* William Henry Wright, deceased.

A. E. WHITE,
Secretary for Local Government.

VERMIN ACT, 1918-1960.

Wongan-Ballidu 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 appropriate 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 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.

Wongan-Ballidu Vermin District; 18th February, 1963, to 22nd May, 1963.

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

VERMIN ACT, 1918-1960.

Esperance Vermin District.

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 district 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 district 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.

Department of Agriculture,
South Perth, 12th December, 1962.

HIS Excellency the Governor in Council has been pleased to approve of the appointment of the undermentioned employees of the Department of Civil Aviation as Honorary Inspectors under the Plant Diseases Act, 1914-1960:—

Arthur Evans,

Leslie George Tearle.

And the cancellation of the appointments of:—

Ernest William Shepherd,

Richard John Burgess.

HIS Excellency the Governor in Council has been pleased to approve of the appointment of Mr. Albert Edgar Francisco as an Inspector under section 7 (1) of the Plant Diseases Act, 1914-1960.

T. C. DUNNE,
Director of Agriculture.

MILK ACT, 1946-1960.

Department of Agriculture,
Perth, 7th December, 1962.

Agric. File 1204/62.

HIS Excellency the Governor in Executive Council, acting pursuant to the provisions of the Milk Act, 1946-1960, has been pleased to appoint Frederick John Edward Kavanah Wright as Chairman of the Milk Board of Western Australia for a period of seven years as from the 21st December, 1962.

(Sgd.) T. C. DUNNE,
Director of Agriculture.

THE LIBRARY BOARD OF WESTERN AUSTRALIA.

NOTICE is hereby given that at a meeting of The Library Board of Western Australia held on the 6th December, 1962, Professor F. Alexander was elected Chairman and Mr. L. W. Nenke was elected Vice Chairman.

JAMES HAMMOND,
Acting State Librarian.

6th December, 1962.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1962			1962
Nov. 30	925A, 1962	Spot Welding Machine, Lockforming Machine, Bench Screw Press, Circle and Ring Cutting Machine and Pan Brake	Dec. 20
Nov. 30	934A, 1962	Non-speech Radio Paging Systems	Dec. 20
Nov. 30	938A, 1962	Road Vehicle Weighbridge	Dec. 20
Nov. 30	941A, 1962	Mosaic Floor Tiles	Dec. 20
Dec. 4	943A, 1962	Vehicle-actuated Signal Equipment	Dec. 20
Dec. 4	948A, 1962	Fish, Meat and Smallgoods for Whitby Falls Mental Hospital	Dec. 20
Dec. 7	955A, 1962	Laundry Equipment for Geraldton Hospital	Dec. 20
Dec. 7	958A, 1962	Motor Trucks and Four-wheel Drive Utilities	Dec. 20
Dec. 7	961A, 1962	Motor Vehicles for W.A.G.R.	Dec. 20
Dec. 7	968A, 1962	Vacuum Cleaners and Polishers	Dec. 20
Dec. 7	969A, 1962	Air Equipment for Bauxite Wagons	Dec. 20
Dec. 11	971A, 1962	1 only 3 ton Truck and 1 only 30 cwt. Truck	Dec. 20
Dec. 11	972A, 1962	2 only Four Wheel Drive Utilities	Dec. 20
Dec. 14	976A, 1962	Water Chillers	Dec. 20
Nov. 30	926A, 1962	Hard Drawn Copper Aerial Wire	1963 Jan. 3
Nov. 30	927A, 1962	9-10 ton Diesel Locomotive	Ext. to Jan. 3
Dec. 11	970A, 1962	Chip Bath Heaters during period 1/2/63 to 31/1/64	Jan. 3
Dec. 14	973A, 1962	Panel Vans and Utilities	Jan. 3
Dec. 14	974A, 1962	Rubber Tyred Tractor and Accessory Implements	Jan. 3
Dec. 14	983A, 1962	M.S. Fittings for North Eastern Distribution Main from Mt. Yokine Reservoir	Jan. 3
Dec. 14	984A, 1962	M.S. Fittings for 54 in. Serpentine Trunk Main	Jan. 3
Dec. 14	975A, 1962	Air Compressors and Locomotive Jacks	Jan. 10
Dec. 7	944A, 1962	Coarse Salt for Hides	Jan. 24
Dec. 7	945A, 1962	Diesel Fuel Oil for Wyndham Meat Works	Jan. 24
Nov. 9	870A, 1962*†	66 K.V. 2000 M.V.A. Switchgear. Documents chargeable at £1 ls. first issue and 5s. 3d. each subsequent issue	Feb. 14
Oct. 19	800A, 1962*†	Coal Handling Plant for Muja Generating Station. Documents chargeable at £2 2s. first issue and 10s. 6d. each subsequent issue	Feb. 28

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

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

Addresses—Liaison Offices—

W.A. Government Tourist Bureau,
No. 10 Royal Arcade, Melbourne, Cl.

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
Nov. 30	933A, 1962	1957 Land Rover (WAG 4683)	Ext. to Dec. 20
Dec. 7	946A, 1962	Loose Top Wool Bales and Bale Tops	Dec. 20
Dec. 7	947A, 1962	Ingersoll Rand model 100 type 40 Air Compressor (PW 79)	Dec. 20
Dec. 7	950A, 1962	Malcolm Moore Tandem Road Grader (MRD 486)	Dec. 20
Dec. 7	951A, 1962	Auto Diesel Floodmaster Pumping Plant (MRD 475)	Dec. 20
Dec. 7	952A, 1962	I.B.C. Semi-portable Jack Pumping Plant (PW 113)	Dec. 20
Dec. 7	953A, 1962	Malcolm Moore Front End Loader (MRD 574)	Dec. 20
Dec. 7	954A, 1962	Britstand 7 cub. ft. Concrete Mixer (PW 132)	Dec. 20
Dec. 7	956A, 1962	Refrigerators (5-door Counter type and 5-door Upright Storage type) and Refrigerated Bar Counter	Dec. 20
Dec. 7	957A, 1962	Secondhand Motor Vehicles (5 only Holden Utilities and 1 only Morris Van)	Dec. 20
Dec. 7	959A, 1962	1959 Zephyr Utility (WAG 5296), 1954 Fargo Utility (WAG 3178) and 1956 Bedford 30 cwt. Truck (WAG 4224)	Dec. 20
Dec. 7	960A, 1962	1957 Fargo Truck (WAG 4461) at Water Supply Depot, Katanning	Dec. 20
Dec. 7	962A, 1962	Waste Lubricating Oil and Used Kerosene	Dec. 20
Dec. 7	963A, 1962	1960 Model 109 in. Wheelbase Landrover (WAG 5978)	Dec. 20
Dec. 7	964A, 1962	Malcolm Moore Road Grader (MRD 485)	Dec. 20
Dec. 7	965A, 1962	1956 International 15 cwt. Utility (WAG 4260)	Dec. 20
Dec. 7	966A, 1962	Britstand Oliver Cletrac Overhead Loader (MRD 515)	Dec. 20
Dec. 7	967A, 1962	Armstrong Holland Double Drum P.C.U.	Dec. 20
Dec. 14	977A, 1962	1959 Landrover 109 in. Wheelbase (WAG 5460)	1963 Jan. 3
Dec. 14	978A, 1962	Armstrong Holland Road Grader (MR 84)	Jan. 3
Dec. 14	979A, 1962	1955 Holden Utility (WAG 3804)	Jan. 3
Dec. 14	980A, 1962	1960 F.B. Holden Sedan (WAG 5677)	Jan. 3
Dec. 14	981A, 1962	Malcolm Moore Hydraulic Front End Loader (MR 453)	Jan. 3
Dec. 14	982A, 1962	Landrover 109 in. Wheelbase Utility at Police Station, Broome	Jan. 3

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

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

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

No Tender necessarily accepted.

14th December, 1962.

A. H. TELFER,
Chairman, Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders

Schedule No.	Contractor	Particulars	Department Concerned	Rate
777A, 1962	.....	Supply of Materials for Construction of Yilgarn Vermin Fence, as follows :—	Agricultural Protection Board	
	W.A. Netting & Wire Co.	Item 1 .....	.....	£8 10s. 9d. per roll
		Item 2 .....	.....	£3 16s. 3d. per roll
		Item 4 .....	.....	£2 1s. 10½d. per coil
		Item 5 .....	.....	£2 4s. 10½d. per coil
	Eilbecks Wire Products Pty. Ltd.	Item 3 .....	.....	£4 6s. 3d. per coil
	Universal Spring Co. of W.A. Pty. Ltd.	Item 6 .....	.....	£1 18s. 6d. per 1000
	Malloch Bros.	Item 7 .....	.....	8s. 5d. per 100
	Cyclone Co. of Aust.	Item 8 .....	.....	£105 each
		Item 9 .....	.....	£268 each
		Item 10 .....	.....	£16 18s. each
		Item 11 .....	.....	£53 8s. each
799A, 1962	Tomlinson Steel Ltd.	Supply of Automatic Boilers for Swan Districts Hospital, as follows :—		
		Item 1 .....	.....	£3,615
		Item 2 .....	.....	£2,147
		Item 3 .....	.....	£3,916
726A, 1962	Moore Road Machinery W.A. Pty. Ltd.	Supply of Shovel Loader	Main Roads	£8,066
753A, 1962	S. W. Hart & Co. Pty. Ltd.	Supply of Pressure Sterilizers, as follows :—	Royal Perth Hospital	
		Item 1 .....	.....	£1,188 each
		Item 2 .....	.....	£37 10s. each
		Item 3 .....	.....	£95 5s. each
815A, 1962	Atkins (W.A.) Ltd.	Supply of Tilting Arbor Sawbench	Public Works	£262
901A, 1962	Metalux Industries Pty. Ltd.	Supply of Steel Lockers for High Schools	do.	Details on application
833A, 1962	Ruttico Bros.	Supply of Firewood to Government Institutions Department and Schools during period 1/1/63 to 31/12/63	Various	At rates tendered
793A, 1962	Rablic Pty. Ltd.	Supply of 300 KVA 6.6 KV to 440 Volt 50 Cycle Transformer	Public Works	£1,120
752A, 1962	Alma Engineering Pty. Ltd.	Supply of 1,500 only Vacuum Hosepipe Couplings	W.A.G.R.	9s. 10d. each
792A, 1962	.....	Supply of Laundry Ventilation Equipment, as follows :—	Public Works	
	British General Electric Co. Pty. Ltd.	Item 1 .....	.....	£140 each
		Item 3 .....	.....	£37 15s. 6d. each
	Email Ltd.	Item 4 .....	.....	£135 10s. each
		Item 5 .....	.....	£34 each
871A, 1962	Wakelam Bros.	Supply of Waterbinding Gravel during period 1/1/63 to 30/6/63	M.W.S.	13s. 9d. per cub. yd.
854A, 1962	E. Lilly	Supply of Round Timber for Bridges on York-Bruce Rock-Merredin Road, as follows :—	Main Roads	
		Item 1 .....	.....	5s. 6d. per lin. ft.
		Item 2 .....	.....	8s. 8d. per lin. ft.
		Item 3 .....	.....	7s. 6d. per lin. ft.
		Item 4 .....	.....	7s. 6d. per lin. ft.
773A, 1962	O'Hara Cereal Milling Co.	Supply of Graded Avon Oats	Agriculture	£30 16s. per ton
859A, 1962	Bouchers Industries Ltd.	Supply of Steel Posts for Derby Jetty, as follows :—	Public Works	
		Item 1 .....	.....	£1,968 3s.
		Item 2 .....	.....	£1,968 3s.
824A, 1962	Modern Signs Pty. Ltd.	Supply of Road Signs	Bush Fires Board	£1,000
748A, 1962	.....	Supply of Kitchen and Pantry Equipment for Swan Districts Hospital as per Items 1 and 2	Public Works	Details on application

MINING ACT, 1904-1961

Department of Mines,
Perth, 7th December, 1962.

It is hereby notified, that in accordance with the provisions of the Mining Act, 1904-1961, His Excellency the Governor in Executive Council has been pleased to deal with the undermentioned Leases, Refusals, Surrender, Forfeitures, Tailings Licenses and Renewals and Temporary Reserve Renewal as shown below.

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

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

Goldfield	District	No. of Application
East Murchison .....	.....	1371, 1372 and 1375*
Murchison	Meekatharra	2001N*
North Coolgardie	Yerilla	1346R
Yilgarn .....	.....	4508*

* Conditionally.

MINING ACT, 1904-1961—*continued.*

The undermentioned applications for Authorities to Mine on reserved and exempted land were refused :—

No.	Corres. No.	Applicant	Authorised Holding applied for	Goldfield	Locality
1145H (3/1962 Pilbara)	1193/62	Dutton, David Hugh	Machinery Area 81	Pilbara	Moolyella
1167H (22/1962 Pilbara)	1414/62	Rinaldi, Arthur ; Burney Robert	Tailings Area 13	Pilbara	Moolyella

The surrender of the undermentioned Miner's Homestead Lease was accepted :—

Goldfield	District	No. of Lease	Name of Lease	Leesee
Murchison	Meekatharra	65N	"Peppers"	Gale, Aubrey Layton Carlisle

The undermentioned Gold Mining Leases were declared forfeited for breach of covenant, *viz.*, non-payment of rent :—

Goldfield	District	No. of Lease	Name of Lease	Lessee
East Coolgardie	East Coolgardie	6321E	"North End Extended"	Elliott, Leslie John ; Beccarelli, Louis John ; Snell, Keith Thomas
North Coolgardie	Menzies	5781Z	"Etrenna"	Compton, George Spencer ; Hurse, John Phillip
North Coolgardie	Menzies	5782Z	"Alpha"	Compton, George Spencer ; Hurse, John Phillip.

The undermentioned applications for Licenses to Treat Tailings or Mining Material were approved conditionally :—

No.	Corres. No.	Licensee	Goldfield	Locality	Period
1485H (2/1962 Yilgarn)	1321/62	Cruikshank, James	Yilgarn	Corinthia	One month from the 15th December, 1962.
1497H (3E/1962, East Coolgardie)	1470/62	Regan, Francis John	East Coolgardie	Mount Charlotte	Three months from the 15th December, 1962.
1498H (3/1962, Yilgarn)	1471/62	Coward, Edward	Yilgarn	Marvel Loch	Three months from the 15th December, 1962.
1499H (4/1962, Yilgarn)	1472/62	Goodwin, Arthur Francis	Yilgarn	Corinthia	Three months from the 15th December, 1962.

The undermentioned applications for Renewal of License to Treat Tailings or Mining Material were approved conditionally :—

No.	Corres. No.	Licensees	Goldfield	Locality	Period
1446H (1J/1962, East Murchison)	870/60	Jones, Thomas John	East Murchison....	Wiluna	Twelve months from the 1st November, 1962.
1464H (2N/1962, Murchison)	1122/61	Rinaldi, Luigi Vivian ; Curlew, Alfred Charles ; Stowe, Robert Henry	Murchison	Meekatharra	Twelve months from the 15th October, 1962.
1465H (3N/1962, Murchison)	1123/61	Rinaldi, Luigi Vivian ; Curlew, Alfred Charles ; Stowe, Robert Henry	Murchison	Meekatharra	Twelve months from the 15th October, 1962.
1466H (4N/1962, Murchison)	1124/62	Rinaldi, Luigi Vivian ; Curlew, Alfred Charles ; Stowe, Robert Henry	Murchison	Meekatharra	Twelve months from the 15th October, 1962.

The undermentioned Temporary Reserves' rights of occupancy have been renewed :—

No.	Corres. No.	Occupier	Term	Locality
1933H, 1934H	247/61	Garrick Agnew Pty. Limited	Six months from the 28th day of October, 1962	Uselooop in the Shark Bay area of the Gascoyne Goldfield.

MINING ACT, 1904-1961.

Appointments.

Department of Mines,
Perth, 7th December, 1962.

HIS Excellency the Governor in Executive Council has been pleased to make the following appointments:—

- 1149/59.—Ronald John Gething, as Acting Mining Registrar, Southern Cross, during the absence of the Mining Registrar on leave, to date from the 5th day of November, 1962.
- 340/62.—Robert Edward Baker, as Acting Mining Registrar, Meekatharra, during the absence of the Mining Registrar on leave, to date from the 19th day of November, 1962.
- 89/55.—Constable Andrew Stephen Millstead, as Deputy Mining Registrar, Wiluna, during the absence of the Deputy Mining Registrar on leave, to date from the 15th day of October, 1962.
- 1540/62.—Constable Ivor Valentine Wells, as Deputy Mining Registrar, Greenbushes, *vice* Sergeant Walter Russell Scott, transferred, to date from the 8th day of November, 1962.

A. H. TELFER,
Under Secretary for Mines.

APPOINTMENT.

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

Registrar General's Office,
Perth, 12th December, 1962.

THE following appointment has been approved:—

R.G. No. 62/61.—Constable Norman George Anderson, as Assistant District Registrar of Births and Deaths for the Moora Registry District, to maintain an office at Carnamah, *vice* Sergeant William Edgar Allen; this appointment dates from 20th November, 1962.

E. J. BROWNFIELD,
Registrar General.

REGISTRATION OF MINISTERS.

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

Registrar General's Office,
Perth, 12th December, 1962.
Appointment.

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

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

Church of England.

2095/62; 4/12/62; Rev. James Henry Frary; 56
Temple Street, Victoria Park; Perth.

Cancellations.

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

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

Church of England.

2081/60; 3/12/62; Rev. Cecil Howard Underhill;
The Rectory, Williams; Williams.

Roman Catholic.

2065/62; 6/12/62; Rev. Thomas Gerald Shortall,
O.M.I.; St. Patrick's Presbytery, Adelaide
Street, Fremantle; Fremantle.

E. J. BROWNFIELD,
Registrar General.

TOTALISATOR AGENCY BOARD BETTING
ACT, 1960-1962.

Office of the Minister for Police,
Perth, 7th December, 1962.

Ex. Co. No. 2390.

HIS Excellency the Governor in Executive Council has been pleased, under the provisions of the Totalisator Agency Board Betting Act, 1960-1962, to appoint the following persons to be members of the Totalisator Agency Board, namely:—

Milson John Howard Porter, of 27 Osborne Street, East Fremantle, Company Director, for a period of three years, as from and including the 7th day of December, 1962, at the remuneration of £312 per annum; and

Allan John Scahill, of 30 Jutland Parade, Dalkeith, Company Director, for a period of three years, as from and including the 7th day of December, 1962, at the remuneration of £312 per annum;

and also to appoint the following persons to be deputies to act in the absence of the said members, namely:—

Tom Brimage, of 19 Leon Road, Dalkeith, Company Director, to be the deputy of the said Milson John Howard Porter; and

Hugh Charles Callagher, of 165 Waratah Avenue, Claremont, Medical Practitioner, to be the deputy of the said Allan John Scahill.

(Sgd.) J. F. CRAIG,
Minister for Police.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 173 of 1962.

Between Christiani-Nielsen and Clough, Applicant, and Coastal District Committee Amalgamated Engineering Union Association of Workers and Others, Respondents.

HAVING heard Mr. J. Ince on behalf of the applicant and Mr. R. W. Fletcher on behalf of the respondents, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the "Metal Trades (Ord River) Award 1961", No. 28 of 1960, be amended as follows:—

Delete clause 26 (Liberty to Apply) and in lieu thereof substitute:—

Clause 26.—Shift Work.

- (a) The employer may employ men on day shift (at any time between the hours of 6.0 a.m. and 6.0 p.m.) and on night shift (at any time between the hours of 6.0 p.m. and 6.0 a.m.) with the shifts rotating so that a worker will work one night shift in every three (3) weeks.
- (b) Men working night shift shall be paid at the rate of time and a quarter.

Liberty to apply in regard to the rotation of shifts.

Dated at Perth this 12th day of October, 1962.

By the Court,

[L.S.]

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 7 of 1962.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Hugo Fischer Pty. Ltd. and others as per schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the Saddlers and Leatherworkers' Award and replaces Award No. 23 of 1949 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Hours.
7. Overtime.
8. Meal Money.
9. Wages.
10. Inexperienced Workers.
11. Mixed Functions.
12. Contract of Service.
13. Breakdowns.
14. Payment for Sickness.
15. Holidays.
16. Apprentices.
17. Junior Workers.
18. Under-rate Workers.
19. Time and Wages Record.
20. Right of Entry.
21. Posting of Award and Union Notices.
22. Board of Reference.
23. Leading Hands.
24. Special Rates.
25. Piecework.
26. Preference to Unionists.
27. Long Service Leave.

3.—Area.

This Award shall have effect over that portion of the State known as the South West Land Division.

4.—Scope.

This Award shall apply to:—

- (a) Saddle Makers, Harness Makers, Collar Makers for horses and other animals, Bridle Makers, Makers of Strappings, Whip-thong Makers, Machine Belt Makers and to Leather Workers and Repairers of all classes of Leatherwork and Harness employed in Saddlery and Harness making establishments.
- (b) Workers engaged in making Travel Goods, Bags, Trunks, Portmanteaux, Leather Fibre, Veneer, Vulcanite or Canvas Cases,

Leather and Canvas Sporting Goods, Ladies Handbags, Wallets, Purses, Leather Coats and Jackets, Play Suits of Leather and Fabric, Braces, Leggings, Straps, Belts of all description, Leather Hats and Caps, Razor Straps and similar articles and Spectacle Cases, Pouches and all other fancy leatherwork including gloves and in the cutting, machining and repairing of same.

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 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, Mondays to Fridays inclusive.

(b) The ordinary day's work shall be performed between the hours of 7 a.m. and 5 p.m.

(c) The starting and finishing times in each establishment shall be mutually agreed upon between the employer and the majority of the workers employed therein.

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 morning 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 Saturday afternoon or on Sundays or the holidays prescribed in the Clause 15 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 accordance with the requirements of this subclause.

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

8.—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 any meal required by the employer or paid six shillings (6s.) for such 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 four shillings (4s.) 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.

9.—Wages.

(a) Basic Wage:

	£	s.	d.
(i) Within a 15-mile radius of the G.P.O., Perth—			
Adult Male	14	18	9
Adult Female	11	4	1
(ii) Outside a 15-mile radius but within the South-West Land Division—			
Adult Male	14	17	3
Adult Female	11	2	11

	Margin Per Week Over Male Basic Wage	
	£ s. d.	
(b) Adult Males:		
(i) Manufacture and/or repair of machine belting, gaskets and pump washers or similar articles	2 11 0	
(ii) (a) Saddlery and Harness Section.—Manufacture and/or repair of saddles, harness, harness saddles, bridle work and strapings, collars for horses or similar collars, whips and whipthongs	3 10 6	
(b) Leathergoods Section.—All workers engaged in the manufacture of leather goods	3 6 6	
(c) Fibre Goods, etc., Section.—Manufacture and/or repair of portmantaux, bags and trunks, suit and attache cases, travel goods, musical instrument and similar cases, covered wireless or radio cases, slither cans, welders and similar industrial masks and other articles, as are made of fibre	2 19 0	
(d) Sporting Goods Section.—Manufacture and/or repair of sporting goods of all descriptions	3 4 0	
	Margin Per Week Over Female Basic Wage	
(c) Adult Females:		
(i) Journeywomen	1 2 6	
(d) Junior Workers (Male):	Per Cent. of Male Basic Wage Per Week	
14 to 15 years of age	25	
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	
	Per Cent. of Female Basic Wage Per Week	
(e) Junior Workers (Female):		
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	
	Per Cent. of Male Basic Wage Per Week	
(f) Apprentices (Male):		
First year	33½	
Second year	45	
Third year	65	
Fourth year	85	
Fifth year	100 + £1	

10.—Inexperienced Workers.

(a) Any adult male who has not served an apprenticeship to nor has had six (6) months' experience in the respective branch of the industry

may be employed at a rate of 10s. 6d. per week less than the rate prescribed for the work performed.

(b) Any adult female who has not had twelve (12) months' experience in the industry may be employed at a rate of 12s. 6d. per week less than the rate prescribed for journeywomen.

(c) The employer shall notify the Union in writing within one week of the engagement of a worker under this Clause. Should the Union object to the continuation of the employment of such a worker it shall notify the employer in writing of such objection.

(d) In the event of an objection by the Union to such continuance of employment, the matter shall be referred to the Board of Reference for determination. Any worker employed as an "inexperienced Worker" as at the date of this Award in accordance with the appropriate provisions of Award No. 23 of 1949, may continue to be employed in accordance with such provisions as if they were included in this Award.

11.—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.

12.—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 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.

If an employer or a worker fails to give the required notice one week's wages shall be paid or forfeited.

(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.

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.—Payment for Sickness.

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

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

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

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

(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 worker 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.

15.—Holidays.

(a) The following days or the days observed in lieu, shall, subject to Clause 7 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 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 ($\frac{1}{6}$) 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.

16.—Apprentices.

(a) Apprentices shall not be allowed, except to one or more of the following branches of the trade:—

- (1) Collar Making.
- (2) Riding Saddle Making.
- (3) Leather Trunk Making.
- (4) Harness Making.
- (5) Whiphong Making.
- (6) Leather Suitcase Making.
- (7) Leather Bag Making.
- (8) Machining.
- (9) Leather Goods Making.
- (10) Machine Belt Making.
- (11) Travel Goods Making in fibre or other substitutes.
- (12) Sporting Goods Making in leather, canvas or other materials.

(b) An apprentice shall provide himself with all necessary tools.

(c) Apprentices may only be employed in the proportion of one (1) apprentice to every two (2) or fraction of two (2) journeymen: Provided that the fraction of two shall be not less than one (1).

17.—Junior Workers.

(a) (i) Junior males may only be employed in the proportion of one to every Adult Male worker employed.

(ii) Junior female workers may only be employed in the proportion of two (2) to every adult female worker.

(b) For the purposes of ascertaining the number of junior workers allowed to be taken at any time, the average number of adult workers employed on all working days of the six (6) months immediately preceding such date shall be deemed to be the average number of workers employed.

(c) 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.—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.

19.—Time and Wages Record.

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

- (a) The name and sex of each worker;
- (b) The nature of his or her employment;
- (c) The time he or she commences and finishes work each day;
- (d) The total hours worked each day and each week;
- (e) The wages and overtime (if any) received each week;
- (f) The ages and sex of junior workers.

Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

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.

20.—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.

21.—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.

22.—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 matters 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, 1912-1961, which for this purpose are embodied in the Award.

23.—Leading Hands.

Any male worker placed by the employer in charge of three (3) or more other workers shall be paid at nineteen shillings (19s.) per week in addition to the rates prescribed in the Wages Clause.

24.—Special Rates.

Any worker required to repair goods which are of an unusually dirty or offensive nature shall be paid threepence (3d.) per hour in addition to the ordinary rate.

25.—Piecework.

(a) An employer may enter into a contract with a worker or a group of workers for payment by result by piecework.

(b) When entering into any contract for piecework the rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity for a full week's work of ordinary hours not less than the time rate of pay plus ten per cent. (10%).

(c) Where a worker works part of a week at piecework rates and part at time rates he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done and in addition thereto such proportionate amount at time rates of pay as prescribed in this Award for the portion of the week worked at time rates.

(d) An employer shall notify the Union in writing within a week of entering into a contract with a worker or a group of workers for payment by result by piecework.

26.—Preference to Unionists.

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 1st April, 1958 if it continued until such time but only to the extent of the last 20 completed years of continuous service.

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

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

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness 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 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 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 for 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.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 29th day of August, 1962.

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

Filed at my office this 29th day of August, 1962.

(Sgd.) G. T. MELLOWSHIP,
Clerk of Court of Arbitration.

Schedule of Respondents.

Hugo Fischer Pty. Ltd., 224 Hay Street, Subiaco.
Mallabones Pty. Ltd., 139 Colin Street, West Perth.
Rosentamm Pty. Ltd., Aberdeen Street, West Perth.
J. L. Burley Pty. Ltd., 30 Royal Street, East Perth.
Westralian Leathers Co. Pty. Ltd., 28 Wittenoom Street, East Perth.
Quokka Industries Pty. Ltd., rear 105 Rokeby Road, Subiaco.
H. R. Solomon, 165 Royal Street, East Perth.
E. Arundel & Co., 94 Murray Street, Perth.
W. K. Miller, lot 129, Keegan Street, O'Connor, Fremantle.

INDUSTRIAL AGREEMENT.

(No. 12 of 1962.)

Registered 10th September, 1962.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1952, this 17th day of August, 1962, between the State Electricity Commission of Western Australia (hereinafter referred to as "the Commission") of the one part and the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth (hereinafter referred to as "the Union") of the other part, whereby the said parties mutually agree as follows:—

1.—Title.

This Agreement shall be known as the Storemans (State Electricity Commission) Agreement.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Contract of Service.
6. Hours of Duty.
7. Absence from Duty.
8. Guaranteed Week.
9. Overtime and Sunday Work.
10. Long Service Leave.
11. Annual Leave.
12. Public Holidays.
13. Payment for Sickness.
14. Mixed Functions.
15. Shop Stewards.
16. Right of Entry.
17. Preference.
18. Promotions.
19. Overalls.
20. Board of Reference.
21. Time and Wages Sheets.
22. Notices.
23. Under-rate Workers.
24. No Reduction.
25. Definitions.
26. Wages.

3.—Area and Scope.

This Agreement shall operate throughout the State Electricity Commission in Western Australia and shall apply to all persons employed by the Commission in the classifications mentioned herein.

4.—Term.

This Agreement shall operate for one (1) year from the date hereof; provided that either party to this Agreement may at any time after the date of this Agreement negotiate with the other party to amend or add to this Agreement and if both

parties agree, this Agreement may be amended by a supplementary Agreement which shall be concurrent with this Agreement.

5.—Contract of Service.

(a) No worker, other than a casual worker, shall leave the Commission until the expiration of fourteen (14) days written notice of his intention so to do without the approval of the Commission.

(b) Except in the case of summary dismissal for misconduct, peculation or theft, fourteen (14) days written notice shall be given by the Commission to any worker other than a casual whose services are no longer required and the reason for dismissal shall be stated in such notice.

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

6.—Hours of Duty.

(a) Forty (40) hours, exclusive of Saturday and Sunday work shall constitute a week's work. No day's work shall exceed eight (8) hours without payment of overtime.

(b) The ordinary hours of duty shall be between the hours of 7.15 a.m. to 5 p.m. Monday to Friday.

(c) The recognised hours of duty within the scope as provided in subclause (b) hereof shall not be altered without agreement between the parties to this Agreement. Failing agreement, the matter shall be referred to the Board of Reference.

(d) The lunch interval shall not be less than forty-five (45) minutes nor more than one (1) hour which shall be given between the hours of twelve noon and 2 p.m. Provided that this subclause shall not apply to Storemen employed at the Collie Power Station or the Melville store.

7.—Absence from Duty.

Any worker losing time shall, as soon as possible, notify his officer in charge in sufficient time to permit of arrangements being made for the performance of his duties.

8.—Guaranteed Week.

(a) The Commission shall guarantee to each worker, other than a casual, a full week's work, exclusive of Saturday and Sunday work, except during such period as by reason of any action on the part of any section of its workers or for any other cause beyond its control, the Commission is unable wholly or partially to continue operations at the generating stations and/or at any of its undertakings. Each week shall stand by itself.

(b) The guaranteed period may be reduced or affected as follows:—

- (i) Where a worker is suspended.
- (ii) In respect of any day when, as a result of a vote taken by the workers concerned with the consent of the Commission or by agreement between the Commission and the Union, a holiday is taken.
- (iii) In respect of any day a worker is absent except through sickness as provided for in Clause 13.

9.—Overtime and Sunday Work.

1. Overtime—

- (a) Except as hereinafter provided, all overtime worked shall be paid for at the rate of time and one half for the first four (4) hours and double time thereafter. Each day shall stand alone.
- (b) When a worker without being notified on the previous day is required to continue working after the recognised finishing time for more than one (1) hour, he shall be paid five shillings (5s.) for the purchase of any meal required.

- (c) A worker recalled to work overtime after leaving his employer's premises and who returns to his home on completion of such overtime work shall be paid a minimum of three (3) hours ordinary pay; or at overtime rates for the time actually worked, whichever is the greater; and in such circumstances time reasonably spent in getting to and from work shall be regarded as time worked at ordinary rates. The worker shall not be obliged to work for the three (3) hours if the job for which he has been brought on has been completed in less time.

2. Sunday Work—

All time worked on Sunday shall be paid for at the rate of double time, with a minimum of two (2) hours at the prescribed rate.

3. General—

Notwithstanding anything contained in this Agreement—

- (a) The Commission may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.
- (b) No organisation party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

10.—Long Service Leave.

The conditions relating to full-time Government wages employees generally as in force as at the date of this Agreement and as may be amended from time to time, shall apply to all workers employed under the provisions of this Agreement.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages shall be allowed to a worker to be taken at the convenience of the Commission during the 12 months following the leave year for which it becomes due.

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

(c) (i) Subject to paragraph (ii) when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays; provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds an aggregate of thirteen (13) weeks in which case deduction may be made for such excess only.

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

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

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

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

(g) "Ordinary Wages" for the purpose of subclause (a) hereof shall mean the rate of wage the worker has received for the greater proportion of the calendar month prior to his taking the annual leave.

(h) Annual leave shall be calculated up to the end of each financial year.

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

12.—Public Holidays.

(a) Except as hereinafter provided, each of the following days or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day, but at the option of the employer, any employee may be granted another day in lieu of Sovereign's Birthday, provided he makes application to his officer in charge.

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

(ii) If any worker is required to work on a public holiday prescribed as a holiday under this Agreement, which falls on a non-working day, he shall be paid the rate which he would have been paid if the day had not been a public holiday, and in addition shall have one day for each holiday so worked added to his annual leave.

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

(d) A casual worker shall not be entitled to the provisions of this clause, but if worked on any of the public holidays referred to shall be paid at the rate of double time.

13.—Payment for Sickness.

(a) Any worker losing time through sickness shall as soon as possible, arrange to notify his superior officer in sufficient time to permit of arrangements being made for the performance of his duties.

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

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

(iii) Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service, 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 where the worker is entitled to compensation under the Workers' Compensation Act or entitled to claim under the Motor Vehicle (Third Party Insurance) Act.

(d) No worker shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the Commission or its representative, of sickness. If the absence is for more than two consecutive working days, the Commission shall be entitled to a Certificate from a legally qualified medical practitioner.

(e) No payment will be made for any absence due to a worker's own fault, neglect or misconduct.

14.—Mixed Functions.

(a) A worker called upon to perform work carrying a higher rate than his usual rate of pay for more than half (½) of one day, shall be paid the higher rate for such day. If employed for less than half (½) of one day he shall be paid the higher rate for the time so worked.

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

15.—Shop Stewards.

An employee appointed Shop Steward in the section in which he is employed shall, upon notification by the Union in writing to the General Manager, be recognised as the accredited representative of the Union.

16.—Right of Entry.

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

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

17.—Preference.

Preference of employment shall be given to members of the Union party to this Agreement, provided that any worker or applicant for employment who is a member of another recognised industrial Union and who produces proof of such membership shall be entitled to equal preference. Provided also that any worker or applicant for employment who is not a member of a Union shall within fourteen (14) days of commencing employment under this Agreement make and complete an application for membership of the Union and provided that any worker who is a financial member of another Industrial Union, shall upon the expiration of his current membership with such other Union, within fourteen (14) days of such expiry, make and complete an application for membership with the Union party to this Agreement.

18.—Promotions.

All promotions shall be made under and in accordance with the Government Employees' Promotions Appeal Board Act, 1945-55 and the Regulations thereto.

19.—Overalls.

(a) After six (6) months' continuous service, workers covered by this Agreement shall be supplied with two (2) dustcoats or two (2) overalls which will be replaced when handed in, after becoming worn and unusable. Not more than one (1) overall or dustcoat will be replaced each six (6) months.

(b) Each worker shall sign an acknowledgment on receipt thereof and on leaving his employment shall return same to the Commission.

(c) During the time they are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

20.—Board of Reference.

(a) The Court appoints, for the purpose of the Agreement, a Board of Reference. The Board shall consist of a Chairman and two (2) other representatives nominated by the parties. The following functions are assigned to the Board in the event of no agreement being arrived at between the parties to the Agreement:—

(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 Agreement or any of them.

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

(b) The provisions of regulation 106 of the Industrial Arbitration Act, 1912-52 (Appeal from Board) shall be deemed to apply to any Board of Reference appointed hereunder.

21.—Time and Wages Sheet.

The Wages, Time Sheets and cards for workers employed under this Agreement, shall be open for inspection by the Secretary or Organiser of the Union upon reasonable notice of his desire to inspect same.

22.—Notices.

The Secretary or an authorised person may post notices on the Wages Notice Board after obtaining permission from the General Manager.

23.—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 Commission.

(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.

24.—No Reduction.

Nothing in this agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him at the date hereof.

25.—Definitions.

(a) "Casual Worker" means a worker employed for less than one (1) week continuously, but does not include a worker who, when work is available, leaves his employment before the expiration of one (1) week. A casual worker shall be paid ten per cent. (10 per cent.) in addition to the minimum rate specified.

(b) Storeman, Grade 1 shall mean a worker who—stacks, sorts, checks, weighs, brands, packs or unpacks and generally assists, but who does not issue, receive or despatch stores.

(c) Storeman, Grade 2 shall mean a worker who—

- (i) works singly in a store; or
- (ii) is in charge of a specific section or operation in a major store; or
- (iii) is responsible for the issuing of material and stores on requisition.

(d) Storeman, Grade 3 shall mean a worker who—

- (i) is responsible for the receiving and for despatching work; or
- (ii) is performing duties of a storeman and is in charge of three or more workers.

26.—Wages.

	£	s.	d.
(a) Basic Wage:			
Within a 15 mile radius from the G.P.O., Perth	14	18	9
Outside a 15 mile radius from the G.P.O., Perth but within the South-West Land Division	14	17	3

Designation.	Margin Over Basic Wage Per Week		
	£	s.	d.
(b) Storeman Grade 1	2	6	6
Storeman Grade 2	2	13	0
Storeman Grade 3	2	19	6
All others	Nil		
(c) Junior Workers: The rates for male junior workers shall be as under:—			
	Per Cent. of Male Basic Wage		
14 to 15 years of age	25		
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	65		
19 to 20 years of age	85		
20 to 21 years of age	100		

In witness whereof the parties hereto have hereunder set their hands and seals the day and year hereinbefore written.

Signed for and on behalf of the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth.

(Sgd.) J. J. SCOTT,
President.

(Sgd.) J. E. TRY,
Secretary.

Signed for and on behalf of the State Electricity Commission of Western Australia in the presence of—

J. A. FARMER.
(Sgd.) JAMES B. JUKES,
General Manager.

INDUSTRIAL AGREEMENT. No. 14 of 1962.

(Registered 2nd October, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 14th day of September, 1962, between the State Electricity Commission of Western Australia and the Fremantle Gas and Coke Company Limited, of the one part (hereinafter referred to as the "Employers") and the West Australian Gas Works Industrial Union of Workers of the other part (hereinafter referred to as the "Union"), witnesseth as follows:—

1.—Title.

This Agreement shall be known as the "Gas Workers' Agreement, 1962."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Contract of Service.
7. Mixed Functions.
8. Hours.
9. Shift Work.
10. Overtime.
11. Annual Leave.
12. Holidays.
13. Absence through Sickness.
14. Long Service Leave.
15. Travelling Allowances.
16. Junior Workers' Certificate.
17. Board of Reference.
18. Preference.
19. Promotions.
20. Under Rate Workers.
21. Special Provisions and Allowances.
22. Maximum Rate.
23. Definitions.
24. Wages Schedule.

3.—Area.

This Agreement shall have effect throughout the State of Western Australia.

4.—Scope.

This Agreement shall apply to workers employed by the Respondents in the classifications described in clause 24 Wages Schedule hereof.

5.—Term.

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

6.—Contract of Service.

(a) (i) Except as hereinafter provided, the contract of service shall be weekly, terminable by one (1) week's notice on either side at any time, such notice to be in writing (except in the case of the Fremantle Gas and Coke Company Limited or workers employed by it). In the event of such notice not being given, one week's wages shall be paid by the employer, or forfeited by the worker.

(ii) In the case of casual workers, the contract of service shall be by the hour, terminable by one (1) hour's notice on either side, or by the payment or forfeiture of one (1) hour's pay.

(b) If a worker absents himself from duty, a sum proportionate to his time of absence may be deducted from his wages by the employer.

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

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

7.—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.

8.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any one (1) week, and shall not exceed eight (8) hours in any one (1) day and except in the case of shift workers, shall be worked between the hours of 7 a.m. and 5.30 p.m. Monday to Friday inclusive.

(b) The starting and finishing times for workers covered by subclause (a) hereof should not be varied except by agreement between the employer and the Union.

9.—Shift Work.

(a) The ordinary working hours for shift workers shall not exceed one hundred and sixty (160) hours in a roster cycle of twenty-eight (28) consecutive days. Provided that the sequence of shift work shall not be deemed to be broken by reason of the fact that the works are closed on a Saturday, Sunday or public holiday.

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

(c) All work performed during ordinary hours on Saturday shall be paid for at the rate of time and a half; on Sundays time and three-quarters; and on holidays prescribed in clause 12 (a) of this Agreement double time.

(d) Workers may, with the approval of the employer, exchange shifts or days off provided there is no advantage or disadvantage to the employer in payments occurring under this Agreement.

(e) Holder Attendant (Distribution).—The ordinary hours of duty shall not exceed forty (40) in any one week to be worked as agreed upon between the employer and the Union. Provided that the provisions of subclauses (a), (b) and (d) of this clause shall not apply to these workers.

10.—Overtime.

(a) All time worked in excess of, or outside the ordinary working hours as prescribed, shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

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

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

(d) When a worker without being notified on the previous day is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid five shillings (5s.) in lieu thereof.

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

(f) Except in the case of shift workers, work done on Sundays or the holidays prescribed in clause 12 (a) shall be paid for at double time rates.

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

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

11.—Annual Leave.

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

(b) Seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays shall be allowed one (1) week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with twelve (12) months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of two (2) consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one-twelfth (1/12th) of a week for each completed month he is continuously engaged as aforesaid.

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

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

(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 Agreement 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.

(4)—66128

(h) In special circumstances and by mutual consent of the Fremantle Gas and Coke Co., Ltd., the worker and the Union concerned, annual leave may be taken in not more than two periods and may also accumulate. This subclause shall not apply to the State Electricity Commission, or its workers.

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

(j) Workers on the water gas plants and tar plants shall be deemed shift workers for the purpose of this clause when two or more shifts are being worked continuously per day.

(k) Annual leave shall be calculated up to the end of each financial year, except in the case of the Fremantle Gas and Coke Company Limited.

12.—Holidays.

(a) The following days or the days observed in lieu shall, subject to Clause 10 (f) hereof, be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, Boxing Day, Union Picnic Day and People's or Children's Show Day, provided that Sovereign's Birthday may be substituted by arrangement between the parties to this Agreement in lieu of People's or Children's Show Day.

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

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

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

13.—Absence Through Sickness.

(a) (i) 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. 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 sickness to a greater allowance than that made at the time the sickness occurred. Payment for absence through such ill-health shall be limited to forty (40) hours in any calendar year, provided that if a worker be not absent from his work owing to ill-health during any year such sick pay unused out of the balance of forty (40) hours in any one year may be carried forward for five (5) succeeding years, there being one twelfth (1/12th) of a week for every month of service. That is, any balance of forty (40) hours to be carried forward from the first to the second year, any balance of the eighty (80) hours to be carried forward from the second to the third year, any balance of one hundred and twenty (120) hours carried forward from the third to the fourth year, any balance of the one hundred and sixty (160) hours to be carried forward from the fourth to the fifth year, any balance of the two hundred (200) hours to be carried forward from the fifth to the sixth year, with a maximum carry-forward of two hundred (200) hours. After the sixth year and at any time the maximum sick pay shall be two hundred and forty (240) hours.

(ii) A worker in the State Electricity Commission shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service. The liability of the Commission shall in no case exceed one (1) week's wages during each calendar year in respect of each worker and the

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

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 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 or for sickness arising out of his own misconduct or negligence.

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

(d) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provisions, shall not count for the purpose of determining his right to holidays.

14.—Long Service Leave.

(a) State Electricity Commission.—The conditions applying to full time Government wages employees generally as in force from time to time shall be applicable to workers employed by the State Electricity Commission subject to this Agreement.

(b) Workers Employed by The Fremantle Gas and Coke Company Limited.—As in the terms of Order No. 55 of 1958 as amended.

15.—Travelling Allowances.

(a) Main Gangs and Outside Workers.—A worker required to start work at his usual starting time at some place other than his usual depot shall be refunded the difference between the cost of fares actually and reasonably incurred in such travelling and the fares paid by the worker to and from his usual place of employment.

(b) Workers working temporarily outside a two-mile radius of the Fremantle, Cottesloe, Belmont, Claremont and Leederville Depots, Gas Meter Shop, East Perth and Albany, Spearwood and East Perth Gas Works and not within two (2) miles of their place of residence, shall be allowed one-half ($\frac{1}{2}$) hour per day travelling time without loss of pay, in addition to travelling allowance, when required to report for work on the job.

16.—Junior Workers' Certificate.

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

- (a) Name in full.
- (b) Age and date of birth.

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

17.—Board of Reference.

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

(b) The Board shall consist of a chairman, to be appointed by the Court, and two (2) other representatives, one (1) to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by this Agreement—

- (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 this Agreement or any of them.
- (ii) Deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 106 of the Industrial Arbitration Act, 1912-1952, shall be deemed to apply to any Board of Reference appointed hereunder.

18.—Preference.

All new workers engaged under this Agreement shall within fourteen (14) days of such engagement make application to join the Union.

19.—Promotions.

All promotions within the State Electricity Commission shall be made under and in accordance with the Government Employees' Promotions Appeal Board Act, 1945-1955, and the regulations thereto.

Any worker employed by the Fremantle Gas and Coke Company who applies for an advertised promotion shall have the right of approach to the Board of Directors or a representative of the Board of Directors, with an accredited representative of the Union.

20.—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.

21.—Special Provisions and Allowances.

(a) Service Money shall be payable to all men continuously employed for more than three (3) years at the rate of three shillings (3s.) per week.

(b) (i) In addition to the wages prescribed in this Agreement, Industry Money shall be paid at the rate of three shillings (3s.) per week to all workers except junior or casual workers.

(ii) At sixteen years a junior worker shall be paid Industry Money at the rate of sixpence (6d.) per week, then increased by sixpence (6d.) per week each year until at 21 years of age he shall receive three shillings (3s.) per week in addition to the rate of wages prescribed in this Agreement.

(c) A Leading Hand placed in charge of—

(i) not less than three (3) and not more than ten (10) other workers shall be paid three shillings and tenpence (3s. 10d.) per day extra;

(ii) more than ten (10) and not more than twenty (20) other workers shall be paid seven shillings and eightpence (7s. 8d.) per day extra;

(iii) more than twenty (20) other workers shall be paid eleven shillings and sixpence (11s. 6d.) per day extra.

(d) Men cleaning tar tanks of the waterless holder only shall be paid two shillings (2s.) per day extra whilst so engaged.

(e) Men working on coke screening machine at Perth Gas Works shall be paid two shillings (2s.) per day extra whilst so engaged.

(f) Height Money.—Any worker working on any temporary scaffolding, swinging stage, bosun's chair or ladder at a height of forty (40) feet or over from the ground, shall be paid one shilling and eightpence (1s. 8d.) per day in addition to the rate of pay for the job, provided he so works four (4) hours or over in any one (1) day. If he works less than four (4) hours he shall be paid at the higher rate for the time worked only.

(g) Men engaged inside the gas, tar or water space of any boiler or inside the boiler flue, cleaning or scraping or in tar still, tar tanks, super heaters, carburettors (water gas plant) after such vessels have been commissioned cleaning off and removing the residue thereof, shall be paid sixpence (6d.) per hour extra on existing rate of pay whilst so engaged.

(h) Any worker working in wet ground shall be paid one shilling and threepence (1s. 3d.) per day extra in addition to his ordinary or overtime rate of pay. Wet ground means ground in which, in the opinion of the Engineer, it is impracticable for the workers to work without getting wet feet, provided that where watertight boots are supplied by the Management, there shall be no allowance for wet ground.

(i) Men when using tar or joderlite shall be paid one shilling (1s.) per day extra, provided that this shall not be applied to a worker whose margin already provides for this work.

(j) Tools.—All tools, except small tools, required in connection with any work performed by a worker on behalf of the employer shall be provided by the employer.

(k) (i) Service men, all regular workers of the main laying gangs, complaint men, tar fillers, truck drivers' mates and coal gangs shall be supplied with oil skins, leggings, and sou'wester (but workers who are required to ride push cycles in the course of their employment to be supplied with capes and trousers in lieu of the foregoing articles) every two years.

(ii) After six (6) months' continuous service, workers covered by this Agreement shall be supplied with two sets of overalls or dust coat, which will be replaced when handed in after becoming worn and unusable. Not more than one (1) set of overalls or dust coat will be replaced each six (6) months.

(iii) Boots will be issued by the employer to workers while they are engaged on the purifiers and tar filling plant and in the meter opening room, and to workers employed on caustic bath in the stove shop. These boots are to be handed back each night by the workers concerned and will be kept by the employer whilst not in use. Such boots are not to be taken away from the employer's premises by any worker.

(iv) Gloves shall be supplied to employees working on the caustic bath, in the stove and meter shop and to employees engaged on dry gas plants.

(v) Glass goggles shall be supplied to employees engaged on emery wheels or buffing.

(vi) Every worker shall sign an acknowledgment on receipt of any article of equipment and shall return same to the employer when he has finished using it or on leaving his employment.

(vii) No worker shall lend another worker any such article of 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.

(viii) Before goggles, glasses, boots 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.

(ix) During the time any article of 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.

(l) Purifiers.—After the purifier box lids are lifted, two (2) hours shall elapse before men are sent into the purifiers to work.

(m) First Aid Kit.—The employer shall provide all requisite first aid appliances and materials as prescribed by the Factories and Shops Act, at the Works and for main laying and service gangs.

(n) Washing Facilities.—The employer shall provide for workers at the Gas Works and any permanent depot in the industry where more than six (6) men are employed, facility for washing (hot showers and wash basin) and soap suitable as a solvent for removing tar and grease.

22.—Maximum Rate.

Notwithstanding anything contained in this Agreement to the contrary, no time of duty whatsoever shall be required to be paid for at more than double time rate (i.e. twice ordinary rate).

23.—Definitions.

"Casual Worker" means a worker employed for less than one (1) week continuously but does not include a worker who when work is available leaves his employment before the expiration of one (1) week. A casual worker shall be paid ten per cent. (10%) in addition to the minimum rate specified.

24.—Wages Schedule.

(a) Basic Wage:

	Per Week
	£ s. d.
Within a 15-mile radius from the G.P.O., Perth	14 18 9
Outside a 15-mile radius from the G.P.O., Perth, but within the South-West Land Division	14 17 3

(b) Classification:

	Margin Over Basic Wage Per Week
	s. d.
(1) Automatic Carburetted Water Gas Plant Operator	64 0
(2) Automatic Carburetted Water Gas Plant Assistant	32 0
(3) Carburetted Water Gas Plant Operator	64 0
(4) Carburetted Water Gas Plant Assistant	32 0
(5) Carburetted Water Gas Plant Operator (Albany)	36 6
(6) Complaint Man	92 0
(7) Complaint Man (Special)	96 0
(8) Elevator and Conveyorman	35 0
(9) Ganger in charge main gang (Fremantle only)	81 0
(10) Gas Fitter	92 0
(11) Gas Fitter's Assistant	29 6
(12) Gas Meter Tester	87 0
(13) Gas Meter Repairer— 1st 12 months	77 0
Thereafter	84 6
(14) Hammer Man (Vibratory) (Fremantle only)	36 0
(15) Holder Attendant (Victoria Park Distribution)	35 0
(16) Holder Attendant (Gas Works)	29 6
(17) Labourer—	
(a) on mains, coal, coke, tar and handling oxide	17 0
(b) wrecking meters	26 0
(c) filling and emptying tar containers	26 0
(18) Man patching, scurfing, cleaning flues and re-charging retorts	54 0
(19) Man in charge Collie coal screening plant	46 0
(20) Man filling and emptying purifiers	35 6
(21) Main layer or caulker	58 0
(22) Main Layer's Assistant	26 0
(23) Maintenance Man (including retort brickwelding)	64 0
(24) Meter Connection Maker	38 0
(25) Meter Opener (including cleaning, checking, painting and topping meters)	32 0
(26) Oiler and Greaser	35 0
(27) Powder Monkey (Fremantle only)	55 6
(28) Retort Operator	64 0
(29) Retort Operator—Leading (Fremantle only)	99 0
(30) Stove Assembler	32 0
(31) Stove and Appliance Tester	58 0
(32) Syphon Pumper and Painter	35 0
(33) Tar Distillation and Ammonia Plant Attendant	64 0
(34) Tradesman's Assistant (Fremantle only)	29 6

(c) Junior Workers (male):	Per Cent. of Basic Wage.
Up to 16 years of age	30
Between 16 and 17 years of age	40
Between 17 and 18 years of age	65
Between 18 and 19 years of age	80
Between 19 and 21 years of age	95

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed for and on behalf of the State Electricity Commission of Western Australia, in the presence of—

J. A. Farmer.

JAMES B. JUKES,
General Manager.

Signed for and on behalf of the Fremantle Gas and Coke Company Limited, in the presence of—

Allen J. White.

E. E. TOMLINSON,
Chairman.

Signed for and on behalf of the West Australian Gas Works Industrial Union of Workers, in the presence of—

[L.S.]

J. N. B. WALTON,
President.

R. L. JONES,
Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 17 of 1962.

Between The Food Preservers' Union of Western Australia, Union of Workers, Applicant, and D. & J. Fowler (Aust.) Ltd. and others (as per attached Schedule "A"), Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the above-named parties:—

Award.

1.—Title.

This Award shall be known as the "Grocery Manufacturing Award" 1962 and replaces Awards numbered 22 of 1952, 10 of 1954, 33 of 1956 and 34 of 1956 as amended.

2.—Arrangement.

1. Title.
 2. Arrangement.
 3. Scope.
 4. Area.
 5. Term.
 6. Definitions.
 7. Wages.
 8. Incentive Schemes.
 9. Hours of Work.
 10. Shift Work.
 11. Overtime.
 12. Meal Interval.
 13. Contract of Service.
 14. Higher Duties.
 15. Holidays.
 16. Annual Leave.
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3.—Scope.

This Award shall apply to all workers employed by the respondents in the classifications described in Clause 7 hereof in the manufacture, preparation, packing or putting up of spices, condiments, coffee, chicory, cocoa, tea, jelly crystals, farinacious foods, polishes, honey and other similar lines generally manufactured, packed, prepared or put up by manufacturing grocers, cereal foods, macaroni or similar products, nuts, nut foods, nut products, potato chips, popcorn and such other products as are handled by the respondents.

4.—Area.

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

5.—Term.

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

6.—Definitions.

"Leading Hand" shall mean a worker who is appointed as such by his employer and who in addition to his ordinary duties is required by the employer to supervise the work of other workers.

"Casual Worker."—Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual.

"Mixer and/or Blender" means a worker engaged on the mixing and/or blending of ingredients for products covered by the Award.

7.—Wages.

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

(a) Basic Wage:	Per Week.
	£ s. d.
(i) Within a radius of 15 miles from the G.P.O., Perth—	
Males	14 18 9
Females	11 4 1
(ii) Outside a radius of 15 miles from the G.P.O., Perth, and within a 25 mile radius from the G.P.O., Perth—	
Males	14 17 3
Females	11 2 11

(b) Adult Males:	Margin Over Male Basic Wage.
	Per Week.
	£ s. d.
Grocers' Sundries—	
Worker roasting and/or grinding and mixing and blending coffee or chicory	2 15 0
Steam retort operator	2 10 6
Other grinders or millers	2 6 0
Other mixers and blenders	2 6 0
Roasters of other commodities	2 6 0
Nut Foods and Allied Products—	
Roasters of nuts	2 15 0
Salted cooker (potato chips and nuts)	2 15 0
Cereal Foods—	
Cereal cooker	2 6 0
Fillers, pressmen and conveyor workers	1 18 6
Macaroni—	
Worker drying macaroni, vermicelli and allied products	2 10 0
Paste makers	2 1 0
Press operators	2 1 0
All Sections—	
General Factory Hands	1 16 0
All others	15 6

				Margin Over Female Basic Wage Per Week. £ s. d.
(c) Adult Females	.....	.....	.....	14 6

	Per Cent. of Male Basic Wage Per Week %	Per Cent. of Female Basic Wage Per Week %
(d) Junior Workers:		
14 to 15 years of age	30	—
15 to 16 years of age	40	45
16 to 17 years of age	50	55
17 to 18 years of age	60	65
18 to 19 years of age	70	75
19 to 20 years of age	80	85
20 to 21 years of age	95	95

(e) Casual Workers.—Casual workers shall receive ten per cent. (10%) in addition to the rates prescribed in this Clause for the work performed.

	Males Per Week Extra. £ s. d.	Females Per Week Extra. £ s. d.
(f) Leading Hands—A leading-hand in charge of—		
(i) less than three (3) other workers	9 6	5 0
(ii) not less than three (3) and not more than ten (10) other workers	19 0	10 0
(iii) more than ten (10) but less than twenty (20) other workers	1 18 6	1 0 0
(iv) more than twenty (20) other workers	2 17 6	1 10 0

(g) Workers engaged on the milling and/or grinding of spices shall be paid sixpence (6d.) per hour in addition to the rates herein prescribed.

8.—Incentive Schemes.

(a) The particulars of the basis of any incentive scheme shall be supplied to the Union.

(b) Adjustments and/or variations of the basis of any incentive scheme shall be subject to mutual agreement between the employer and the workers concerned.

(c) In the event of any disagreement between the employer and the workers concerned, the matter may be referred to the Board of Reference by the employer or the Union.

9.—Hours of Work.

(a) Forty (40) hours shall constitute a week's work and, subject to Clause 10—Shift Work, shall be worked between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive. Provided that in the case of workers employed by the Sanitarium Health Food Company, the forty (40) ordinary hours may be worked in five (5) days between Sunday and Friday inclusive.

(b) The starting and finishing times in any establishment shall only be altered by the employer giving seven (7) days' notice to his workers of such alteration, except where otherwise agreed between the employer and the Union.

10.—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 three (3) shifts are worked, a meal break of not less than twenty (20) minutes shall be allowed in each shift and paid for.

11.—Overtime.

(a) All time worked before the usual starting time or after the usual finishing time 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) Except as hereinafter provided, all work performed after twelve (12) noon Saturdays, or on Sundays or on any of the holidays prescribed in Clause 15 (a) hereof shall be paid for at the rate of double time. Provided that in the case of workers employed by the Sanitarium Health Food Company the subclause shall not apply, and all work performed on Saturdays shall be paid for at the rate of double time, except for shift work commencing at or before 10 p.m. on Saturdays.

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

(d) 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 six shillings (6s.) for a meal.

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

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

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

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

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

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

12.—Meal Interval.

(a) Not less than thirty (30) minutes nor more than one (1) hour shall be allowed for a meal each day.

(b) A worker shall not be compelled to work for more than five and a half (5½) hours without a break for a meal.

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

13.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract terminable by one (1) week's notice on either side, given on any working day or in the event of such notice not being given by the payment of one (1) week's pay by the employer or the forfeiture of one (1) week's pay by the worker.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 17, or such absence is on account of holidays to which the worker is entitled under the provisions of this Award.

(c) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any 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.—Higher Duties.

(a) 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.

(b) A worker's regular rate of wage shall not be reduced whilst he is temporarily employed on work classified with a lower minimum rate.

15.—Holidays.

(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.

(iii) Provided that in the case of workers employed by the Sanitarium Health Food Company who ordinarily work on Sundays, any holiday which falls or is generally observed on a Monday may be observed on the preceding Sunday in lieu of the Monday.

(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. Provided that for workers who ordinarily work on Sunday, any such public holiday which falls or is generally observed on a Monday may be observed on the preceding Sunday in lieu of the Monday.

16.—Annual Leave.

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

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

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

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

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

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

(g) 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 (2) periods.

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

(i) A worker shall be given at least two (2) weeks' notice that he is to take his annual leave.

17.—Absence Through Sickness.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period 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 not longer from the end of the year in which it accrues.

18.—Payment of Wages.

(a) Wages shall be paid at least weekly.

(b) Not more than two (2) days' wages shall be kept in hand by the employer.

(c) When a worker's services are terminated through no fault of the worker he shall be paid all wages due before leaving the employer's premises or alternatively (except in the case of casual workers) a cheque for the amount due may be forwarded to the worker's last known address within forty-eight (48) hours of such termination.

19.—Time and Wages Record.

(a) The employer shall keep or cause to be kept a record or records containing the following particulars:—

- (i) Name of each worker.
- (ii) The nature of his work.
- (iii) The hours worked each day and each week.
- (iv) The wages and overtime (if any) paid each week.
- (v) The age of each junior worker.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office, or other convenient place, and the representative may be allowed to take extracts therefrom.

20.—No Reduction.

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

21.—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.

22.—Junior Workers' Certificate.

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

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

(b) No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully misstate his age 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.

The Certificate shall be available for inspection by an accredited representative of the Union in the manner which the Time and Wages Record is open for inspection.

23.—Limitation of Female Work.

No female worker shall be required to lift any weight in excess of thirty-five (35) lb.

24.—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.

25.—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 this Award or any of them;
- (ii) deciding any other matter that the Court may refer to the Board from time to time.

(b) The provisions of regulation 106 of the Industrial Arbitration Act, 1912-1961, shall be deemed to apply to any Board of Reference appointed hereunder.

26.—Protective Clothing and Uniforms.

Where a uniform is required to be worn it shall be supplied by the employer.

When handling insecticides, workers shall be supplied with gloves and such other protective clothing as is necessary.

27.—Seating Accommodation.

Where practicable seating accommodation shall be provided for female workers at their place of work.

28.—Posting of Award.

A copy of this Award, if supplied by the Union, shall be allowed to be posted in a place easily accessible to the workers.

29.—First Aid Outfit.

Adequate first aid equipment shall be provided in all establishments.

30.—Preference to Unionists.

(a) In this clause the term "Unionist" means a worker who is a financial member of the Industrial union of workers party to this Award.

(b) In engaging or dismissing labour preference of employment shall be given to unionists, provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work; provided further that it shall be a defence on the part of an employer charged with engaging a worker other than a "Unionist" when a "Unionist" was available for such engagement, that the employer having made enquiries from the appropriate union, did not know that any "Unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "Unionist."

(d) Subject to subclause (e) hereof workers who are not "Unionists" shall within seven days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by an employer covered by this Award. Workers who are unfinancial or financial members of the industrial union of workers party to this Award shall become financial and/or maintain financial membership whilst employed by an employer covered by this Award.

(e) Exemptions:

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.
- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven days of the applicant's receipt of the application for membership as prescribed in subclause (d).
- (iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—
- if the applicant is a financial member of any other registered industrial union;
 - if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
 - for any other reason which the Industrial Registrar deems sufficient.
- (iv) A worker refused exemption by the Industrial Registrar shall within seven days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by an employer covered by this Award.
- (f) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work required are available, retain in his employment any worker—
- for a period of more than seven days after being advised by the union concerned that such worker has not complied with either subclause (d) or paragraph (iv) of subclause (e) of this clause; or
- for a period of more than seven days after a conviction for a breach of this clause in reference to the employment of such worker; or
- for a period of more than seven (7) days after the employer has been advised by the Union that the worker has not exercised his right of appeal under subclause (c) hereof following the rejection of his application for membership or having exercised such appeal has had such appeal rejected by the Industrial Registrar.
- (g) The provisions of this clause shall not apply to workers employed by the Sanitarium Health Food Company, or to the said Company.

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

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

(4) Such service shall include—

- any period of absence from duty on any annual leave or long service leave;
- 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;
- 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;
- any period during which the service of the worker was or is interrupted by service—
 - 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;
 - as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - 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—

- the transmission of a business as referred to in paragraph (3) hereof;
- any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- any absence from duty authorised by the employer;
- 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;
- 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;
- 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;
- 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;
- any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- 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 Em-

ployers' 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.

(l)

For workers not subject to the terms of any of the awards enumerated in Clause 1—Title, of this Award, all reference to 1st April, 1958, in this clause shall be deemed to read 24th December, 1958.

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been hereto affixed this 12th day of October, 1962.

[L.S.]

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

Schedule "A" Respondents.

Anchor Products (W.A.) Ltd.
Blue Seal Products.
D. & J. Fowler (Aust.) Ltd.
Robert Harper & Co. Ltd.
Flavoured Products Pty. Ltd.
Food Products of Australia Pty. Ltd.
Peerless Emulsion Products Pty. Ltd.
Nabisco Pty. Ltd.
Sanitarium Health Food Company.
Sunny Flo Apiaries.
Atlas Macaroni Co. Pty. Ltd.
Golden West Macaroni Co.

INDUSTRIAL AGREEMENT.

No. 18 of 1962.

(Replaces Industrial Agreement No. 9 of 1957.)

(Registered 17th October, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 11th day of October, 1962, between the W.A. Midland Railway Employees Industrial Union of Workers (hereinafter referred to as the "union") of the one part, and the Midland Railway Company of W.A. Limited (hereinafter referred to as the "Company") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1.—Term.

The currency of this Agreement shall be for three years commencing from the beginning of the first pay period after the date hereof.

2.—Arrangement.

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

3.—Area and Scope of Agreement.

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

4.—Interpretation.

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

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

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

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

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

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

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

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

5.—Promotion.

Promotion from trainee engineman to fireman and from fireman to driver shall be made—

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

6.—Acting Work.

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

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

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

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

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

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

- (1) Half full time, viz.: 260 hours per quarter for one fireman acting as driver.
- (2) Full time, viz.: 520 hours per quarter for one trainee engineman acting as fireman.

(c) The promotion of firemen to drivers and trainee enginemen to firemen respectively, when the permissible margin of acting time for the previous quarter has been exceeded, shall be made at the rate of one man for every unit of 520 hours (i.e. full time) over the margin in each class. Fifty (50) per cent. or over of a broken unit to be reckoned at 520 hours; under 50 per cent. to be dropped.

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

One driver to fireman, when acting time is less than 260 hours per quarter.

One fireman to trainee engineman, when acting time is less than 520 hours per quarter.

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

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

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

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

7.—Retirement and Dismissal.

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

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

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

8.—Qualifications.

(1) Engine Drivers.—No person shall be employed as a driver on the Midland Railway without the approval of the Head of the Branch. Such driver shall pass a satisfactory examination and hold a certificate from the Head of the Branch that he is competent. He must also have served as a fireman on the Midland Railway, or been employed as a driver or acting driver on other railways, either within or outside the service of the State Railways, unless in the opinion of the

Head of the Branch there is no fully qualified worker available in the employ of the Midland Railway, when he shall report to the Company, who may thereupon authorise the appointment of such person or persons as may be deemed necessary; always provided that the Union shall receive due notice of any such proposed appointments.

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

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

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

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

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

9.—Rates of Pay.

Basic Wage—	Per Week
	£ s. d.
Metropolitan Area	14 18 9
South-West Land Division	14 17 3

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

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

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

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

	Margin per Week Over Basic Wage
	£ s. d.
21 years and over	18 0
Adult Trainee Engineman qualified to act as a fireman	22 0
(2) Firemen—	
(a) First year	1 10 6
Second year	1 18 6
Third year	2 8 0
Fourth year and thereafter	3 7 0

	Margin Per Week Over Basic Wage. £ s. d.	Margin Per Week Over Basic Wage. £ s. d.
(b) (i) A fireman classified as 4th year and thereafter and until the Company's examination has been passed, who for the most part of a shift works a steam train, shall be paid at a marginal rate of seventy-seven shillings (77s.) per week for such shift.	3 17 0	(d) No driver shall be entitled to promotion from one class to another unless he satisfactorily passes any examination or test required by the Head of the Branch.
(ii) Firemen with five (5) years' service after appointment as firemen shall receive a margin of eighty-one shillings and sixpence (81s. 6d.) per week; provided that they have not failed to pass the Company's examination.	4 1 6	(4) Washout men, packers and trimmers— During first year 2 16 6 Thereafter 3 9 0
(c) Fireman (so classified) who in any week for most part of his rostered week's work works a passenger train (drawn by a steam or diesel locomotive) 65 miles or more in one direction	3 17 0	10.—Protective Clothing.
(d) Notwithstanding the provisions of this subclause (2), firemen who, at their own request, or for health or disciplinary reasons, are regressed to the grade of shunting firemen and are employed full time on shunting duties, shall be paid as follows:— First year 1 3 6 Second year 1 13 6 Third year and thereafter 2 3 0		(a) Washoutmen, packers and trimmers and washoutmen's assistant appointed as such shall be supplied with one (1) pair of overalls per annum. (b) Washoutmen and washoutmen's assistants appointed as such shall each be supplied with a pair of rubber boots and workers operating steam cleaner shall be provided with suitable protective clothing. (c) Rubber boots shall be available for the use of packers and trimmers, when requested. (d) Waterproof coats shall be available for the use of shed drivers and firemen, when requested. (e) A trainee engineman employed at an out-depot who is regularly required to do raking-out and tubing for fifty per cent. (50%) or more of his working time in any one year shall be supplied with one suit of overalls per annum. "Any one year" shall mean twelve (12) months from date of transfer to any out-depot where this condition would apply.
(3) Engine drivers (including diesel rail-car drivers and diesel locomotive drivers)—		11.—Workers Performing Higher Duties.
(a) First year 4 16 0 Second year 5 15 0 Third year 6 14 6 Fourth year 7 13 6 Fifth year and thereafter 8 13 0		(a) A worker engaged for more than one-half ($\frac{1}{2}$) of one day or shift, on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift; if employed for one-half ($\frac{1}{2}$) or less than one-half ($\frac{1}{2}$) of one day or shift, he shall be paid the higher rate for the time actually worked: Provided, however, that acting time of less than twenty (20) minutes in any one day or shift shall not be counted: Provided further, that the conditions applicable to such higher duties shall apply. (b) Should any worker be required to perform work in a lower grade, his wages shall not be reduced whilst employed in such capacity. (c) At main depots trainee enginemen shall not be employed on fueling or labouring work, except in cases of emergency. The raking out of ash pans of engines going on traffic on Sundays at main depots may be performed by trainee enginemen provided that the work of raking out and tubing shall be done by the shed staff where such labour is available. (d) Should a trainee engineman at a running shed be called upon to assist in washing out engines he shall be paid the minimum rate prescribed for a fireman under the conditions of subclause (a) and all time so worked shall be classed as acting firing.
Provided that engine drivers who, at their own request, or for health or disciplinary reasons, are regressed to the grade of shunting driver and are employed full time on shunting duties, shall be paid as follows:— First year 4 6 6 Second year and thereafter 4 18 0		12.—Agreement not to Affect Present Wage.
(b) Driver (so classified) who in any week for most part of his rostered week's work drives a passenger train (drawn by a steam or diesel locomotive) 65 miles or more in one direction 9 12 0		Nothing in this Agreement shall be construed to reduce the wage of any worker below the rate actually received by him on the date this Agreement is issued.
(c) (i) A driver, whilst acting as driver-in-charge of an out depot where six (6) or more workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers and in addition shall be paid fifty-one shillings (51s.) per week. (ii) A driver whilst acting as driver-in-charge of an out depot where less than six (6) workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers and in addition forty-one shillings and sixpence (41s. 6d.) per week. (iii) Provided that, on relinquishing the duties of a driver-in-charge, a driver shall revert to the wage margin he would have received had he not acted as driver-in-charge.		13.—Lodging Allowance.
		The following allowance shall be paid to workers covered by this Agreement booked off or temporarily lodging away from their home station:— (a) For the first thirty (30) hours or part thereof, the sum of eleven (11) shillings, where attended, and twelve (12) shillings, where unattended barracks are provided, and thirteen shillings and sixpence (13s. 6d.) where there are no barracks.

- (b) After the first thirty (30) hours and up to seven (7) days the sum of ninepence (9d.) per hour and thereafter sevenpence halfpenny (7½d.) per hour provided that the reduction from ninepence (9d.) to sevenpence halfpenny (7½d.) shall only be made in cases where the worker shall be stationed for over seven (7) days in one place: Provided that a deduction of one shilling and tenpence (1s. 10d.) per day or night, with a maximum of nine shillings and twopence (9s. 2d.) per week, shall be made where attended barracks are provided, and a deduction of elevenpence (11d.) per day or night, with a maximum of four shillings and sevenpence (4s. 7d.) per week shall be made where unattended barracks are provided. No such deductions shall be made if the worker returns to his home station within forty-four (44) hours.
- (c) The allowance shall be calculated from the time of booking on to the time of booking off at home station.
- (d) A worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or if already in receipt of a district allowance, shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging. A day's allowance to be granted for the first thirty (30) hours or any part thereof, and each subsequent twenty-four (24) hours or part thereof; time to be calculated from time of departure from home station to time of departure from foreign station.
- (e) Workers temporarily transferred for a period exceeding three (3) months, but which is not expected to exceed six (6) months, for the purpose of meeting seasonal or exceptional or temporary traffic, and not moving their permanent home, will be paid a weekly allowance if married, of four pounds (£4) and if single two pounds (£2) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes.
- (f) Where workers under the preceding subclause are employed on a series of works up and down the line and are provided with sleeping accommodation in vans, the removal of vans from one place to another will not be deemed to have altered their headquarters.
- (g) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the Head of the Branch shall also have discretion to make any such additional allowance as may under the circumstances be justified.
- (h) The foregoing allowances will not be paid:—
- (i) During any period of absence from duty unless such absence is due to sickness of the worker and does not exceed one week.
 - (ii) During any period of annual or long service leave.

Transfer Accommodation Allowance.

(a) Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available, they shall be paid the sum of four pounds (£4) per week until such time as suitable accommodation is available or for a period of six (6) months, whichever shall be the shorter.

The term "Married men" shall for this purpose also include widowers with dependants and also others with dependants.

(b) Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case details of the expenses shall be submitted and all items in excess of five shillings (5s.), must be supported by receipted vouchers. Provided, however, that such payment shall be limited to a period of six (6) months and shall not exceed fifty shillings (50s.) per week.

14.—Hamper Allowance.

(a) A driver or fireman attending at a depot with a hamper for a trip for which he is booked and which is cancelled, or who shall have received less than two (2) hours' notice of the cancellation of a trip requiring a hamper, shall be allowed three shillings and sixpence (3s. 6d.) in respect of such hamper.

(b) Any worker having to proceed on an "away-from-home" job with less than four (4) hours' notice shall be paid an amount of three shillings and sixpence (3s. 6d.) in addition to ordinary expenses.

(c) Any worker notified between 5 p.m. and 10 a.m. of a "Book off" job requiring him to come on duty between those hours shall receive an allowance of three shillings and sixpence (3s. 6d.) in addition to ordinary expenses. This provision shall also apply to any worker notified of a "book off" job between 5 p.m. on the day preceding and 10 a.m. on the day following any public holiday on which grocery and butchers' shops are closed, if required to come on duty between those hours. The provision shall also apply to any worker required to come on duty on a "Book off" job between 12 noon Saturday and 10 a.m. Monday, unless the worker is notified or word left at his place of residence before 11 a.m. on the Saturday.

(d) When any worker is rostered for a local shift and such shift is extended by not less than one hour beyond the time rostered when booking on duty such worker shall be paid three shillings and sixpence (3s. 6d.) for meal allowance.

15.—Sunday Away-from-home Station.

Workers shall not be booked away from their home station for two (2) Sundays in succession where it can be avoided by any reasonable arrangement.

16.—Held Away-from-home Allowance.

(a) Any driver or fireman (or employee acting as such) who works and/or travels to a foreign station other than on temporary transfer and there is released from duty and who before sixteen (16) hours shall have elapsed from such release is not required to commence duty preparatory to his departure from such foreign station for another station at which he is to be again released from duty shall be paid held away-from-home allowances as follows:—

- (i) If the period off duty exceeds sixteen (16) hours but does not exceed eighteen (18) hours—one (1) hour's payment.
- (ii) If the period off duty exceeds eighteen (18) hours but does not exceed twenty (20) hours, two (2) hours' payment.
- (iii) If the period off duty exceeds twenty (20) hours, two (2) hours' payment and in addition, but subject to subclause (b) hereof, payment for all time in excess of twenty (20) hours.

(b) The maximum amount payable as an allowance under the provisions of subclause (a) hereof shall be as for eight (8) hours in respect of any detention of thirty (30) hours or less which maximum shall be increased by fifteen minutes' payment for each subsequent hour (or portion thereof) beyond thirty (30) hours in any one period of detention.

(c) The amounts accruing due under subclauses (a) and (b) hereof may be counted towards the guaranteed week's work, but shall not be included for the purpose of overtime calculation.

(d) The aforesaid allowances shall be paid for at the rate appropriate to the work performed on the forward journey, provided that an employee returning as a passenger to his home station shall be paid the foregoing allowances at his classified rate.

(e) Any allowance under this clause shall not be payable in respect of any time during which the employee is otherwise allowed payment (except for expenses) provided that the employee shall be paid whichever amount is to his greatest advantage, nor shall such allowance be payable in any case where detention is the result of any act or omission of an employee or of other circumstances for which the Company cannot reasonably be held responsible.

17.—Payment for Travelling Time.

(a) A worker travelling as a passenger going to work away from or returning to his home station shall be paid at ordinary rates for actual travelling or waiting time for the first eight (8) hours and thereafter at half the ordinary rates in any one period of twenty-four (24) hours.

(b) Any fireman travelling as a passenger going out to act as a driver or returning after having acted as a driver, and any trainee engineman going out to act as a fireman, or returning after having acted as a fireman, shall receive payment for travelling time or waiting time at the minimum rate for the higher grade.

(c) Any worker who travels as a passenger from home depot to another depot, or vice versa, and is then booked off duty, and who has not been on duty prior to travelling, shall be allowed a minimum of two (2) hours from the time of booking on to the time of booking off duty.

Provided that unless such travelling time amounts to four hours or more it will not be counted as a shift for the purpose of clause 31.

(d) Sunday travelling time shall be paid at the rate of time and a half on the same conditions as on week days. The penalty rate payable under clause 26 (d) for work on Saturday shall not apply to travelling time on Saturday.

(e) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.; Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one day.

(f) A worker when travelling by sea, shall be entitled to a first class accommodation on the boat, and one-fourth (1/4th) only of the usual away-from-home allowances. Travelling time shall be paid at the ordinary rates: Provided that not more than eight (8) hours shall be paid for his travelling time in any one period of twenty-four (24) hours.

18.—Payment when Booked on Duty and not Required.

(a) Any driver or fireman booked on duty but informed before leaving the shed with his engine that he is not required for work and who is only called upon to attend to his engine, shall be paid two (2) hours' pay at the rate applicable to that day, but may be called upon for further duty, without any further prescribed period of rest as provided for in clause 19 of this Agreement. Any driver or fireman who is booked on duty and is called upon to perform work other than attending to his engine or who has to go out on traffic, shall be allowed not less than four (4) hours' pay at the rate applicable to that day.

(b) Any driver or fireman booked up for duty, shall not be entitled to any allowance when at least two (2) hours' notice that he is not required has been left at his place of residence or barracks, as the case may be. Written notice left with person in charge of worker's place of residence will be deemed to be notice under this subclause.

(c) If a trainee engineman is brought on duty and it is found necessary before he has worked two (2) hours to book him off so that he may be available to take up duty as a fireman, he

shall be paid a minimum of two (2) hours at the rate applicable to that day, but may be called upon for duty as fireman, without the period of rest prescribed in subclause (f), Clause 19.

(d) A driver-in-charge brought on duty outside his rostered hours of duty for any purpose shall be paid a minimum of two (2) hours or at overtime rates, whichever is the greater.

Provided that a driver-in-charge shall not be obliged to work for the two (2) hours if the work for which he has been brought on has been completed in less time. In such circumstances, the provisions of clause 19, subclauses (a) and (g) shall not apply. The provisions of this subclause shall not apply to drivers-in-charge engaged in engine operating.

(e) No worker shall be brought on duty on a Sunday for less than four (4) hours' work.

(f) Any worker rostered for duty on Sunday and informed that he is not required shall be paid two (2) hours at ordinary rates; Provided, however, this provision shall not apply when notice that he is not required has been left at the worker's place of residence at least four (4) hours before his rostered time of duty.

(g) Any worker brought on duty shall receive four (4) hours' pay at the rate applicable to that day except as provided for in subclauses (a), (b), (c) and (d) hereof.

19.—Minimum Time Off Duty.

(a) Each driver and fireman shall be allowed off duty at home station for a minimum of twelve (12) hours, and at foreign stations for a minimum of eight (8) hours, except as provided hereunder.

(b) Engine men leaving home station for a foreign station which may entail booking off at a number of other stations before returning to home depot shall be booked off for twelve (12) and eight (8) hours alternatively: Provided that the first booking off may be for a minimum of eight (8) or twelve (12) hours as the Company may require: Provided further, that unless the worker is notified to the contrary prior to leaving his home station, the first booking off shall be for a period of twelve (12) hours.

(c) When engine men are required to do anything apart from their rostered run, the Company to apply the alternating rest period.

(d) In the event of a crew having been booked off at a foreign station for eight (8) hours and the Company finds it necessary to again book the same crew off on the return journey, the rest period on the second occasion to be twelve (12) hours, so that no crew will be booked off eight (8) hours twice in succession.

(e) When relieving at a foreign station or temporarily transferred the temporary station will for the purpose of this clause be treated as the home station for the first and each subsequent booking off thereat.

(f) After a trainee engineman, washout-man, washout-man's assistant, or worker acting in that capacity has gone off duty he shall be allowed ten (10) hours before coming on duty again: Provided that if a worker has been employed during part of the shift as a fireman, he shall be allowed rest period specified for firemen.

(g) When a worker is brought on duty without the prescribed period of rest, he shall be paid continuous duty as from the time he booked on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case, he shall be deemed to have booked off duty, in so far as the computation of lodging allowance is concerned.

(h) No worker shall be called or booked up for duty, without having the prescribed period of rest while there is another qualified worker available who has had the prescribed rest.

(i) Each driver and fireman booked on duty after 9 p.m. and before 7 a.m. shall be called sufficiently long before coming on duty to enable him to get to the shed at the time booked. These provisions shall apply in the case of trainee enginemen booked on irregular shifts if a call boy is available.

(j) Drivers and firemen booked off duty at foreign station where there is a caretaker at the barracks shall be called for duty irrespective of the hour booked on. At stations where there is no caretaker they shall be called, if it can be conveniently arranged.

(k) Each driver and fireman on being booked off duty on arrival at any shed shall come on duty again at such time as provided hereinbefore, as he may be directed before leaving the shed, either verbally by the foreman or by the running sheet posted at the shed, except in cases of emergency, when drivers and firemen may be called upon to resume duty at any time.

(l) Drivers and firemen booked on rostered working between hours of 10 p.m. and 6 a.m. shall be given four (4) hours' notice of any alteration in their working, unless time does not permit such notice to be given.

(m) Should a driver or fireman not be able to ascertain before leaving the shed at his home station either from the foreman or from the running sheet when he shall be next required for duty he shall be free to assume that he will not be required for twelve (12) hours, and may make his private arrangements accordingly.

(n) Between the hours of 7 a.m. and 5 p.m. each driver and fireman after being booked off duty for twelve (12) hours shall make personal inquiry at the shed as to when he is next required for duty except when booked adjusting, in which case he shall be notified. Outside these hours he shall be notified at his place of residence at least two (2) hours before being required for duty: Provided that he shall have the specified period of rest, viz., twelve (12) hours before commencing duty. Written notice left with the person in charge of worker's place of residence will be deemed to be notice under this subclause.

20.—Transfers.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer and if on inquiry it is found that a transfer can be arranged with another worker to suit the convenience of the Company, then he shall be re-transferred. A worker transferring from one station to another over one (1) mile distant involving a change of residence shall—

- (i) be paid not less than £10 (ten pounds) for a married man and £1 10s. (one pound ten shillings) for a single man. A married man who does not transfer his family shall be paid as a single man;
- (ii) be paid any further out-of-pocket expenses reasonably incurred when supported by receipts or vouchers;
- (iii) be granted free passes for himself and family (including those dependents mentioned in the interpretation of "married man" and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects including one (1) cow and not more than two (2) goats, where the train is provided with appropriate sleepers, and the worker's journey extends through the night, he and his family shall be supplied with sleeping berths. The Company shall be liable for all loss or damage to furniture in transportation caused by the negligence of its officers or employees.
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime, Saturday or Sunday time rates shall apply;
- (v) Married workers shall be allowed one (1) day for packing and one (1) day for unpacking (if necessary).

A married man who does not transfer his family shall be treated as a single man.

(b) Any worker who is transferred from one place to another to suit himself shall be entitled to the provisions of subclause (a) (iii) only.

(c) When practicable at least 28 days' notice shall be given to a worker required to transfer permanently from one station to another. Unless at least ten (10) days' notice is given, expenses as per clause 13 shall be paid for each day by which the period of notice is less than ten (10) days provided however that the prescribed notice of transfer shall not be waived unless the worker concerned is agreeable.

(d) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at another depot, for relief or other purposes for a lesser period he shall be paid lodging allowance as per clause 13.

21.—Annual Leave and Holidays.

(1) Annual Leave.—(a) Unless by mutual agreement between the Company and the Union to the contrary, workers after twelve (12) months' continuous service shall be granted annual leave on full pay as under:—

Drivers and firemen, three (3) weeks;

Other workers, two (2) weeks and two (2) days.

The whole of such annual leave shall be taken at the one time in each year: Provided that with the consent of the Company annual leave may be allowed to accumulate for two (2) years.

(b) Workers shall be paid for annual leave at the rate of pay they were drawing at or immediately before the time when such annual leave is taken.

(c) Every worker, after one (1) month's continuous service, shall be entitled to the foregoing annual leave in proportion as the length of service is to the appropriate period of annual leave.

(d) Every year prior to the thirty-first (31st) July, a statement shall be posted in each shed showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the thirtieth (30th) June each year, and only leave up to that date shall be granted each year, except in cases where leave has been allowed to accumulate.

(e) Workers are not to be booked on annual leave for more than one (1) year in succession between thirtieth (30th) April and first (1st) September except at the request of the worker. Holiday lists are not to be departed from, except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

(f) With the approval of the Head of the Branch any worker may exchange dates with another.

(g) Unless at his own request, no worker shall be booked off for annual leave at a foreign station or at his temporary home station.

(h) No deduction shall be made from annual leave for the period a worker is off duty through sickness unless the absence exceeds three (3) calendar months.

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

(2) Holidays.—(a) In addition to their annual leave the following days shall be observed as holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.

(b) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such a day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time

worked as if it were an ordinary working day and shall in addition be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date where the worker so agrees.

(c) Whenever a holiday falls on a Sunday workers shall not be granted a paid holiday except where that holiday is observed on the following Monday.

(d) If a public holiday as defined in subclause (a) falls on a week day within an employee's period of annual leave there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid, all holidays to be computed at eight (8) hours per day.

(e) A worker who returns to his home station or finishes a shift at his home station not later than 4 a.m. on any holiday and is not again booked on duty for that day shall be treated as having had a paid holiday.

(f) Unless at his own request no worker shall be booked off for a holiday at a foreign, or at his temporary home station.

(g) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, any holidays falling during such absence shall not be treated as a paid holiday.

Where the worker, however, is on or is available for duty on the work-day immediately preceding a paid holiday or resumes or is available for duty on the working day immediately following a holiday the worker shall be entitled to a paid holiday on such holiday.

22.—Extended Leave of Absence.

Any worker who has been two (2) years or more in the Service of the Company, may on application, be granted in addition to annual leave, extended leave of absence without pay, for a period not exceeding twelve (12) months. Failure on the part of a worker to return to his duty within the specified period of leave granted shall be regarded as a resignation and shall be so treated.

23.—Absence Through Sickness.

(a) Any worker, being unable to attend to his duty through sickness, shall notify the locomotive officer on duty at least three (3) hours before the time he is booked for duty, and he shall also satisfy the locomotive officer that he is unfit to attend to his duties, and, if called upon, shall provide a medical certificate that he is unable to perform his duties through sickness.

(b) Any worker so absent shall not again be booked up for duty unless he notifies the locomotive officer not later than 4 p.m. on any day that he is fit to resume and in such case there shall be no obligation to employ him until the following working day.

A worker who books off duty sick on afternoon shift who reports for duty before 10 a.m. on the following day shall be provided with work on that day.

(c) Any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

24.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of the guaranteed week's work for each completed month of service; provided that payment for such absence through such ill-health shall be limited to one (1) week in each year ending 30th June, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year. Payment hereunder may be adjusted at the 30th June, each year, or at any time the worker leaves the service; in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) No worker shall be entitled to the benefits of this clause unless he produces proof to the satisfaction of the Company or its representative, of sickness, but the Company shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(c) No payment will be made for any absence due to a worker's own fault, neglect or misconduct.

25.—Free Passes, Privilege Tickets, etc.

(1) Free Passes.—(a) After twelve (12) months' continuous service, workers shall be allowed annually free passes as specified hereunder:

All drivers and any ex-drivers who have been regressed (either through reduction in the number of drivers or for physical disability), firemen who hold driver's certificates, washoutmen, packers and trimmers, one first-class station to station pass on the occasion of annual and/or long service leave to cover the full term of leave due; two (2) first-class privilege passes from one given station to another and return. All workers described above shall be granted first-class passes when travelling on transfer.

All Other Workers.—One second-class station to station pass on the occasion of the annual and/or long service leave, to cover the full term of leave due: Provided that this pass may be changed to first-class on payment by the worker of half the additional fare at ordinary rates; two (2) first-class privilege passes from one given station to another and return, except during the Christmas, New Year and Easter holidays, when at the option of the Company the passes may be issued as second-class: Provided however that in the event of the worker owing to domestic arrangements desiring to return to his home, leaving his family at the holiday destination, the pass will be considered as available for return of the family, or a separate pass issued therefor. In addition to the worker the passes shall be available for his wife and members of his family under eighteen (18) years of age unmarried, unmarried daughters over 18 years of age, and his parents provided they are resident with and dependent upon him for support. A widower with his child or children resident with him and who regularly employs a housekeeper may, at the discretion of the Company, be granted passes for such housekeeper; in like manner, an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station to station pass for his wife and dependants as mentioned in subclause (a) hereof, where it is inconvenient for both to travel together.

(c) After six (6) months' continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service.

(d) Should a worker, through illness, be unable to use his station to station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station to station, for the term of such holidays: Provided that, should a worker not have given the requisite notice or obtained the consent of the Company to leave the service as provided for in clause 7 he shall forfeit all claims to any pass he would otherwise have been entitled to under the provisions of this clause.

(f) On production of a certificate from the General Secretary of the Railways Institute passes shall be issued on the Company's Railway to a worker for the sole purpose of attending approved classes at the Railways Institute.

(g) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch, for the purpose of obtaining medical attention.

(h) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight: Provided that the work upon which they are engaged will permit of their doing so.

No travelling time shall be paid: Provided also, that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(i) Free passes shall not apply on the Company's road passenger buses (except as may be provided for in any special instructions issued by the General Manager from time to time) nor on any race or hired special, guaranteed special, or special excursion trains, within a 50-mile radius, or when in the opinion of the stationmaster, or authorised person at the station or stopping place where the worker desires to commence his journey, there is not ample room on the train.

(2) Market Passes.—Workers stationed outside suburban areas will be issued market passes once per month to the market town most convenient to the Company and the worker. The passes may be issued in favour of the worker, his wife or housekeeper, and children between the ages of five and fourteen years. A worker's wife or housekeeper may be granted a market pass once per fortnight, if required: Provided that the maximum number of passes granted under this subclause shall be two (2) per month.

(3) Free Freight.—Domestic supplies up to a maximum weight fortnightly of two (2) cwt. for married men and one (1) cwt. for single men shall be carried free by rail to home station from the market town most convenient to the Company and the worker, and, in addition, meat, bread and vegetables and dairy produce, when not obtainable locally, shall be carried free from the market town most convenient to the Company and the worker where same are procurable. All such supplies must be for the sole use of the worker and his family: Provided that this concession shall not apply when any member of the worker's family conducts a boarding house or store at the home station.

The following shall be approved market towns:—

Midland Junction, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara and Walkaway.

(ii) By agreement between the parties any of the towns on the list may be omitted and any other towns may be added.

(b) A Board of Reference appointed pursuant to the provision of clause 44 of the Agreement may amend or vary the above list by the omission therefrom of any town mentioned, or the addition of any other town. Such amendment or variation may be made at the request of either party and upon proof to the satisfaction of the Board that it is just and reasonable, upon a consideration of the following facts and circumstances:—

- (i) The price of ordinary household commodities, including clothing, ruling in the town as compared with other places conveniently situated.
- (ii) The number of storekeepers operating in the town or district and the competition amongst them.
- (iii) The district allowances, if any, of the workers concerned.
- (iv) Any other fact or circumstances, to be specifically set forth in the decision, which in the opinion of the Board, renders an alteration desirable or necessary.

(5) Privilege Tickets.—After six (6) months' continuous service a worker shall be allowed privilege return tickets, first or second class, for himself, wife and members of his family under 18 years of age, also unmarried daughters over 18 years of age, and his parents: Provided that they are resident with and dependent upon the worker's earnings. The charge for privilege tickets to be half the single fare for the return journey, with a minimum of one shilling and sixpence (1s. 6d.) for adults and ninepence (9d.) for children.

(6) For the purpose of this clause a member of the family shall be deemed to be dependent, provided such member's income does not exceed three pounds (£3) per week, exclusive of old age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

26.—Season Tickets.

Second class season tickets at half the ordinary season ticket rates shall on application be issued to any worker to enable him to travel between the place of occupation and the station nearest to which he resides.

27.—Hours of Duty and Overtime Payment.

(a) All time (exclusive of Sunday time) worked in excess of forty (40) hours in the first five (5) shifts in any one week shall be paid at the rate of time and a half.

(b) All time worked in excess of eight (8) hours in any one of the first five (5) shifts in a week shall be paid for as under:—

First two (2) hours: Time and a quarter.

Next two (2) hours: Time and a half.

Thereafter: Double time.

(c) Overtime provided for in subclauses (a) and (b) of this clause shall not be paid for twice; payment shall be calculated on the daily or weekly basis, whichever of these alternatives gives the greater amount to the employee.

(d) (i) The overtime rates shall be computed on the rate applicable to the day on which the overtime is worked. Provided that double time, i.e., twice the ordinary rate, shall be the maximum.

(ii) Subject to the foregoing provision, all time worked on Sunday shall be paid at the rate of double time; all ordinary time worked on Saturdays by shift workers shall be paid at time and a half. For the purpose of this subclause "shift workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

(iii) All workers employed after 12.30 p.m. on Saturdays shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 p.m.

(e) The Company shall arrange, as far as practicable, that shifts shall not exceed eight (8) hours, and, except in cases of emergency where relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten (10) hours.

(f) Workers other than enginemen shall not be required to work more than five (5) hours without being booked off for a meal or allowed a crib time.

(g) In the case of enginemen working on shunting engines, an interval of twenty (20) minutes for crib shall be arranged between the third and fifth hours of duty, without deduction of pay.

(h) In the case of enginemen on the road, it shall be understood that, when the running of their own train is not unduly delayed and the running of other trains which their own train may meet or cross is not interfered with, an interval of not less than 15 minutes for crib between the third and fifth hours of duty shall be allowed without deduction of pay.

A second meal break of not less than 15 minutes shall be allowed after a worker has been on duty nine hours when it is reasonably expected that such duty will continue for at least a further hour.

(i) The Company shall guarantee to each worker a full week's work of forty (40) hours exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its workers, or for any cause beyond its control, it is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

(j) Two employees of the Company (such workers to be members of and to be nominated by the Union) shall be permitted to attend the Company's half-yearly time table conference as representatives of the Union, and may take part in any discussion as to whether any particular piece of night

work involved in the proposed time table could be avoided. The workers so acting shall be paid by the Company ordinary wages, travelling time, and expenses as provided in this Agreement.

28.—Mileage Payments.

(a) Mileage payments on the following scale shall be made in respect of trains carrying passengers, except where only steam motive power is used, on distances exceeding 140 miles:—

	Hours	Minutes
Over 140 miles and up to and including 155 miles	8	—
Over 155 miles and up to and including 170 miles	8	45
Over 170 miles and up to and including 185 miles	9	30
Over 185 miles and up to and including 200 miles	10	15
Over 200 miles and up to and including 215 miles	11	15

(b) The basis for payment shall be on the crew's train mileage from starting to finishing station, excluding light engine mileage or movements in respect of shunting, or movement to or from Loco depots.

(c) The time to be credited as per above scale shall cover all work in the shift from signing on to signing off duty.

(d) Only the actual time worked in a shift shall be subject to penalty payments such as night work, overtime, Saturday and Sunday duty, sixth shift.

(e) The time paid under the mileage payment scale shall count towards satisfaction of the guaranteed week of forty (40) hours as per Clause 27 (i) of this Agreement.

(f) Liberty to apply is reserved to either party in respect of the payment for any mileage beyond 215 miles.

29.—Shift and/or Night Work.

(a) Employees when engaged in the callings named hereinafter shall be paid allowances for shift and/or night work as indicated, provided that where such allowance is at a rate per hour, broken parts of an hour less than thirty (30) minutes shall be disregarded and from thirty (30) minutes to fifty-nine (59) minutes paid for as one hour.

(b) Drivers, firemen and adult trainee engine-men—eightpence halfpenny (8½d.) per hour, and junior trainee engine-men—fourpence (4d.) per hour for all work performed between midnight and 6 a.m. and between 8 p.m. and midnight on Mondays to Fridays inclusive, except any portion of such time as is subject to overtime penalty in excess of a stipulated time on one shift or in respect of any shift in excess of the number prescribed for a normal week's work.

Provided that a payment of a minimum allowance of three (3) hours shall be made to any employee for each shift on which payment is due under this clause excepting shifts where any time worked is subject to Saturday, Sunday or overtime penalty provided in this Agreement.

(c) (i) Washout-men, packers and trimmers, and washout-men's assistants, shall be paid for ordinary time worked on any afternoon or night shift seven and one-half (7½) per cent. more than ordinary rates.

(ii) "Afternoon shift" means any shift on which ordinary time finishes after 6 p.m. and at or before midnight.

"Night Shift" means any shift on which ordinary time finishes subsequent to midnight and at or before 8 a.m.

(iii) "Ordinary time" does not include Saturday or Sunday time or overtime or any time worked on a shift in excess of the number prescribed for a normal week's work.

(d) For the purpose of this clause, "time worked" does not include any time not treated as time worked on week days for overtime at the date of this Agreement.

30.—Overtime.

(a) The Company may require any worker to work reasonable overtime at the overtime rates provided under the Agreement and such workers shall work overtime in accordance with such requirements.

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

(c) A worker shall be under no obligation to sign on duty for a further shift after having completed fifty-two (52) hours for that week, inclusive of any work done on a Sunday. Provided that, on booking off from the previous shift, he has given notice of his unwillingness to work a further shift that week. Provided further that a worker must return, to his home station working as rostered, before this subclause becomes operative.

31.—Week's Work.

(a) Five (5) shifts between Monday and Saturday inclusive shall constitute a week's work for the purpose of this clause. If a worker is called on for a sixth shift during those days, he shall be paid as follows:—

(i) At the rate of time and three-quarters for time worked equivalent to the time short of forty (40) hours already booked in the five (5) preceding shifts of that week.

(ii) At overtime rate based on the rate applicable to the day, for the balance, with a maximum of double time.

Provided that any time worked in the sixth shift on a Saturday by workers entitled to the rate of time and a half under clause 27 (d) (ii) or (iii) shall be paid for at the rate of time and seven-eighths and double time respectively in lieu of the rates prescribed in paragraphs (i) and (ii) above. Provided further, that any time paid for under paragraph (ii) of this subclause shall not be subject to the overtime penalty prescribed in clause 27 (a) or (b).

(b) Where train crews work a continuous shift—Sunday into Monday—such shift, unless it extends into four (4) hours on Monday will not be counted as one of the five (5) week-day shifts.

32.—Duty in Excess of Eight Hours.

Each month the Head of the Branch will on receipt of a request from the General Secretary of the Union, supply a statement showing all instances, where workers have been kept on duty longer than eight (8) hours continuously.

33.—Knowledge of Roads.

Should the requirements of the service necessitate that a driver shall run over a road with which he is not fully acquainted, he shall be provided with a pilotman. Such pilotman shall be either a district locomotive superintendent (provided he has been a driver in the Company's service) a locomotive inspector, driver or fireman authorised to drive. In cases where a driver is removed from one depot to another, he shall be given facilities to learn the road without loss of his driver's pay.

34.—Examinations.

(a) Each driver, fireman or trainee engine-man who is called on for examination shall have fourteen (14) days' notice of the date on which he will be examined and sample questions given for each subject.

(b) Each candidate shall be allowed to try three (3) times, at intervals not exceeding four (4) months. If he does not pass, a further trial shall be allowed at the expiration of twelve (12) months from the previous examination. If then unsuccessful, he shall be considered to have finally failed.

(c) All questions shall be put clearly and without ambiguity and each candidate shall be allowed all reasonable latitude in asking the examiner to make each question clear; and a driver (a member of the Union) shall be present at all *viva voce* examinations, but shall not in any way interfere with or interpose in the conduct of the proceedings.

(d) The candidate who fails to pass his examination shall be furnished with a copy of the questions he failed to answer correctly.

(e) A worker who has lost his seniority through failing to pass the examination shall, on subsequently passing, be classified next to the worker who passed examination previously to him.

(f) The examinations shall be in the terms as prescribed by the Company. The examiner shall be appointed by the head of the branch, to whom he shall report fully the result of such examination and the decision of the head of the branch shall be final.

35.—Preparing and Stabling Engines.

(a) Each driver and fireman shall, if required to do the work, be granted the following allowance for preparing and stabling engines over and above the time required by the Traffic Branch:—

Preparing main line engines (to apply to shunting engines prepared for running on main lines)—45 minutes. Extra time may be allowed for coaling if in the opinion of the foreman same is warranted.

Where engines have been prepared by workers other than the enginemen who are booked to work them—15 minutes.

Shunting engines—30 minutes.

All other engines—30 minutes.

Stabling of engines—30 minutes.

(b) When stabling engines at out-stations (that is where less than six (6) engines are stabled), an extra half hour shall be allowed the fireman for banking fire, or cleaning fire, ashpan and smokebox.

(c) Where a fireman has to raise steam in a boiler at a foreign depot, he shall be allowed two (2) hours in addition to ordinary preparing time, in the case of a cold boiler, and one and a half hours in the case of a warm boiler. A boiler which has been out of traffic for twenty-four (24) hours shall be regarded as a cold boiler.

(d) Provided that the Company may relieve drivers and firemen from duties of preparation and stabling and employ other workers who are qualified drivers and firemen, to carry out such duties.

36.—Special Shed Duty.

(a) For the purpose of subclauses (b), (c), (d), (f), (g), and (h) of this clause, two diesel electric locomotives or four rail cars shall be counted as one engine.

(b) At sheds where six (6) or more engines are stabled, the duties of trainee enginemen shall be to clean engines, clean fronts, light up engines, attend to water and steam and perform duties of calling and assisting in stores as may be directed by the officer-in-charge.

(c) The duties of drivers and firemen, where six (6) or more engines are stabled, when stabling engines, shall be to turn engines, examine engine over pit, take water, lock away all tools, and place engine for coal or in shed, as the case may be, and leave boiler and fire in safe condition. The fireman shall keep all cab fittings, etc., on the footplate in a clean condition from the time of leaving the shed until return thereto.

(d) At sheds where less than six (6) engines are stabled, the duties of trainee enginemen shall be to clean engines, light-up, attend to water and steam. Trainee enginemen may also be used for fueling or other work, subject to the conditions of Clause 11 (a).

(e) Trainee enginemen employed assisting marshalling locomotives and railcars shall be paid firemen's rate of pay for all time so employed, this duty to be called "shed firing".

(f) At sheds where less than six (6) engines are stabled, the duties of the fireman will be to clean out smokeboxes and ashpans, clean fronts and keep all fittings, etc., on the footplate clean, take coal and water, bank fires. After a fireman has been on duty for more than eight (8) hours, he shall be relieved of the duty of cleaning, fires, smokeboxes, and ashpans, unless the case is one of emergency and it is not possible, in the circumstances, for other arrangements to be made to carry out such work.

(g) At sheds where less than six (6) engines are stabled, the duties of the drivers will be to turn engines, examine engines over pits, put engines in position to take coal and water, and stable engines.

(h) In addition to the foregoing, drivers and firemen, when stabling engines, may provided they have not been on duty in excess of eight (8) hours, be called upon to perform any other duty appertaining to their respective grades, and time allowance shall be made for so much of work as cannot be performed in the period allowed for stabling.

(i) The work of cleaning fires and ashpans of engines going into locomotive depots shall be done by the shed staff where such labour is now available.

(j) At sheds, when shed staff are not on duty, a trainee engineman may be permitted to clean out ashpans of not more than two (2) engines during the period of his shift.

(k) Any trainee engineman who has obtained his fireman's ticket and who in the course of his shift is required to light-up and attend fires in boilers shall be paid the minimum main line rate prescribed herein for firemen for the time so employed. Such time shall not be regarded as acting time for fireman.

37.—Discipline.

The Head of the Branch shall have power to reprimand, fine, suspend from duty, reduce in grade, or dismiss any worker, and to remove any driver or fireman from a locomotive footplate. Provided always that the notification to a worker of any such action shall be in writing, and shall state the reason for same being taken.

38.—Charges Against Workers.

(a) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(b) When a worker against whom a charge is pending has made a statement to an officer in charge and which statement the officer in charge has taken down in writing such worker shall either be furnished with a copy of such statement or be allowed to take a copy of it.

(c) If in the opinion of the foreman the action of any worker should be reported to the Head of the Branch it shall be done:

(i) Where a worker is stationed at a main depot, within seven (7) days of the foreman's first knowledge of the occurrence; for the purpose of this clause a main depot shall be any depot where a District Loco. Superintendent or Loco. Shed Foreman is stationed.

(ii) Where a worker is stationed at a sub-depot, within ten (10) days of the first knowledge of the occurrence by the person in charge of such sub-depot.

The worker shall at the same time be notified by the foreman that he is reported, otherwise such report shall be null and void; provided that when a worker reports on his daily running sheet an irregularity or other occurrence in which he is

concerned to the Company it shall not be necessary for the foreman to notify such worker that he has been reported to the Head of the Branch, but if the worker in such cases is to be charged the foreman must so notify the worker within twenty-one (21) days of the receipt of the daily running sheet. When a charge has been made against any worker, he shall be supplied with a copy of such charge and any reports upon which it is based. No charge shall in any case be laid after the expiration of thirty (30) days from the date of the occurrence.

(d) If a final decision in any case in which a charge has been made against a worker be not given within three (3) calendar months of the occurrence first coming to the knowledge of the Head of the Branch or within fourteen (14) days of the final determination of any charge relating to the occurrence brought against the worker by a party other than the Company (whichever is the later) the charge in question shall lapse.

(e) A worker who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sundays or holidays) following the date on which he was suspended.

Except in cases where dismissal follows suspension, a worker shall be paid for any time under suspension in excess of six (6) days referred to: Provided the worker has not delayed the submission of his explanation of the offence for which he was suspended.

(f) Where a worker exercises his right of appeal, no deduction shall be made from his wages in respect of any fine until a final decision has been given.

(g) Where a worker has been fined an amount exceeding one day's pay, the amount to be deducted from any fortnight's pay shall not be greater than one day's pay except with the consent of the worker concerned.

(h) Where, owing to absence from duty of a worker through leave or illness, it is not possible to notify him within the period prescribed in sub-clause (c) that he has been reported, the provision shall be regarded as having been complied with if he is so notified within seven (7) days of his resuming duty following such absence. In such cases, the period in which the final decision as per sub-clause (d) may be made shall be extended to three (3) calendar months from the date of the worker's resumption of duty following absence.

39.—Secretary's Leave and Passes.

The company will grant leave without pay for a continuous period or otherwise of thirty (30) days in each year to the secretary (should such secretary be a railway servant) to enable him to attend exclusively to the Union work, and a free pass will be issued to the secretary, whether a railway servant or not, for that period, but may be withdrawn at the company's discretion; such pass to be used exclusively for Union work and not for political purposes.

40.—Union Notices.

Notices relating to meetings or classes in connection with the Union shall be allowed to be exhibited at such places as may be approved by the company.

41.—Seniority List.

Complete seniority lists shall be available for inspection by workers at depots where a foreman is stationed.

42.—Appeal.

Any worker fined, reduced to a lower class, grade or dismissed, shall have the right of appeal, and such appeal shall be dealt with by the Appeal Board, constituted as follows:—His immediate head and employee of his particular branch, with the General Manager as chairman, and at the hearing of such appeal the Union shall be represented by the General Secretary.

43.—Preference to Unionists.

Preference shall be given to unionists with regard to employment. Except in the case of trainee-enginemmen, who shall be required to make application for membership of the Union immediately on being engaged by the Company.

44.—Board of Reference.

(a) The Court may appoint, for the purpose of this Agreement, a board or Boards of Reference. A Board shall consist of a chairman and two (2) representatives, one nominated by each party. The functions of a Board of Reference shall be—

- (i) to settle disputes as to matters under this Agreement, except such as involve interpretations of the provisions of the Agreement;
- (ii) to vary or add to the Schedule to this Agreement;
- (iii) to decide any other matter that the Court may refer to the Board from time to time.

(b) Separate Boards may be appointed, where deemed necessary or advisable, for different branches of the industry or for different districts.

(c) The provisions of Regulation 106 of the Industrial Arbitration Act, 1912-1952 (Appeal from Board) shall be deemed to apply to any Board of References appointed hereunder.

45.—Alterations and Additions.

(1) If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees, any alteration or addition is made to an existing Award or Agreement between the W.A. Government Railways Commission and a Union or Unions representing its employees, such alterations or additions shall automatically apply to similar employees of the Company from the same date as it applies to the employees of the Commission. Provided that—

- (a) the Union or Unions concerned and the Company may mutually agree that such alterations or additions shall not apply to the Company;
- (b) if either party objects to being bound by such alterations or additions it may within twenty-one days of any such alteration or addition being made or approved of by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.

(2) The Union or Unions concerned shall notify the Company within ten days after any alteration or addition has been made.

Signed for and on behalf of
the Midland Railway Company
of Western Australia,
Limited this 11th day of
October, 1962, in the presence of—

J. E. Townsend.

J. S. DOWSON,
General Manager.

Signed for and on behalf of
the West Australian Midland
Railway Employees
Industrial Union of Workers
this 11th day of October,
1962, in the presence of—

W. Epps.

[L.S.]
C. A. MURRAY,
President.
MAURICE FOX,
Secretary.

INDUSTRIAL AGREEMENT.

No. 19 of 1962.

(Registered 18th October, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 18th day of September, 1962, between The Sugar Refining Employees' Industrial Union of Workers, Fremantle (hereinafter referred to as "the Union"), of the one part, and The Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company"), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Sugar Refinery Workers' Agreement, and shall replace Agreement No. 36 of 1960.

2.—Arrangement.

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

3.—Term.

This Agreement shall come into operation from the date hereof and shall continue in force for a period of one (1) year.

4.—Area.

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

5.—Definitions.

"Casual Worker" except as hereinafter provided means a worker employed for less than one (1) week, with a minimum of two hours in any day. He shall be paid at the rate of ten (10) per cent. in addition to the rate prescribed in this Agreement on an hourly basis.

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

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

6.—Hours.

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

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

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

Provided that these shift hours may be altered at any time by agreement in writing between the Union and the employer, subject always to the provision that the average weekly hours shall not exceed forty (40). Until any such agreement has

been arrived at it shall be permissible for the company to continue the system in operation at the date hereof.

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

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

7.—Overtime.

Except as otherwise provided:—

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

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

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

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

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

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

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

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

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

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

(g) Notwithstanding anything contained in this Agreement—

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

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

8.—Contract of Service.

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

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

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

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

9.—Holidays.

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

(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.

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

(c) If watchmen are required to work on any of the paid holidays observed in accordance with subclause (a) of this clause then the employer by arrangement with the worker may allow such watchmen either equivalent time off without loss of pay or an additional day added to the watchman's annual leave in respect of each such holiday worked.

10.—Annual Leave.

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

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

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment

is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

(f) (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.

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

11.—Time and Wages Record:

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

12.—Board of Reference:

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

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

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

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

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

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

13.—Representative Interviewing Workers:

In the case of disagreement existing or anticipated concerning any of the provisions of this Agreement an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer, and accompanied by a representative of the employer if so desired, to inspect during the progress of the work the operations affected; but this permission shall not be exercised without the consent of the employer more than once in any one week.

14.—Recognition of Union—Notices:

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

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

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

15.—Mixed Functions:

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

16.—Aged and Infirm Workers:

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

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

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

17.—Payment for Sickness:

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed in sub-clause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of five (5) years but no longer from the end of the year in which it accrues.

18.—Long Service Leave:

(i) Period of Operation.

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

(ii) Entitlement to Leave.

Subject to this Agreement every worker, not being a casual worker, shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.

The amount of such entitlement in the case of a worker who has completed at least 20 years' continuous service with the Company shall be:—

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

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

(iv) Pro Rata Entitlement on Termination

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

(v) Calculation of Continuous Service.

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

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

(ii) Absence on any annual leave or long service leave.

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

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

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

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

(ii) Absence during any standing down of a worker in accordance with the provisions of this Agreement:

(iii) Absence following any termination of the employment by the Company on the ground of slackness of trade if the worker is re-employed by the Company within a period not exceeding six months from the date of such termination.

(iv) Absence of the worker authorised by the employer at any time;

(v) Absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute;

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of 14 days shall be deemed to break the continuity of service for the purposes of this clause unless the worker notifies the Company in writing of the reason for his absence.

(vi) Service Before Commencement of Agreement.

For the purpose of calculating the entitlement to leave, continuous service of a worker with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last 20 completed years of such service, provided that any service prior to such 20 years' service will carry such leave if the worker remains in the Company's service until his retirement.

(vii) Time of Taking Leave.

Long service leave shall be granted and taken on the retirement of the worker provided that when a worker has completed 20 years of continuous service he will be entitled to not more than thirteen (13) weeks interim leave which will be taken at such time as may be agreed between the Company and the worker having regard to the needs of the Company's establishment where the worker is working. Additional interim long service leave on the basis of up to six (6) weeks for each additional 10 years' service may be taken at such time as may be agreed between the Company and the worker.

(viii) Payment on Termination for Leave Not Taken

Where the employment of a worker is terminated otherwise than by his death and he has an entitlement to long service leave the worker shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the worker in full his ordinary pay for the leave less any amount already paid to the worker in respect of that leave.

(ix) Payment on Death.

Where a worker dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the worker, the Company shall upon request by the personal representative of the worker, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three months of the date of the worker's death the Company may pay to the widow or such of the next of kin as it considers appropriate, the said amount due. The obligation of the Company to such worker or worker's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.

Each worker shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note:—"Ordinary time rate of pay."—

(1) shall not include—

shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;

payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

(2) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.

(xi) Method of Payment.

Payment shall be made in one of the following ways:—

(a) In full before the worker goes on leave; or

(b) 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

(c) in any other way agreed between the Company and the worker.

(xii) Public Holidays and Annual Leave During Period of Leave.

Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.

For the purposes of this clause where a business has, whether before or after the coming into operation of this Agreement been transmitted from an employer (in this paragraph called "the transmitter") to another employer (in this paragraph called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—

(a) the continuity of service of such worker shall be deemed not to have been broken by reason only of the transmission; and

(b) the period of the continuous service which the worker has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the worker with the transferee.

In this subclause "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(xiv) Benefits Related to Long Service.

The Company will continue to operate its E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of All Rights.

The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave, to which the worker may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such worker is entitled pursuant to this Agreement.

(xvi) Records.

(a) The employer shall keep an adequate long service leave record.

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

19.—Wages and Allowances.

The minimum rate of wages payable to workers covered by this Agreement shall be in accordance with the following:—

	£	s.	d.
(a) Basic Wage:			
Males	14	18	9
Females	11	4	1

(b) Weekly Margins for Adults: £ s. d.

Males—

Raw Sugar—			
Mechanical Equipment Operator	4	2	0
Receiving Raw Sugar—			
Hopper Attendant/Sampler	2	4	0
Melting House—			
Washing Fugals	1	18	0
Filters—			
Filters and Clarification	2	19	0
Char End—			
Kilns, filling and emptying cisterns	2	7	0
Pan Floor—			
Sugar Boiler 1st Class	4	11	6
Sugar Boiler 2nd Class (i.e. with less than 12 months employment sugar boiling)	3	16	6
Refined Fugals	3	5	0
Boil-out Fugals	2	3	0
Cleaner attendants (shift work)	1	12	0
Refined Sugar—			
Drier and Grader	1	18	0
Scale Man	3	2	0
Auto-machine Operator	1	19	0
Bag Store—			
Leading Hand	3	6	0
Darners and Handlers	1	15	0
Bag Making (including hesian and small packages)	1	15	0
Refined Sugar Store Room—			
Stackers and Truckers	1	19	0
Fork lift drivers	3	4	0
Engineers' Store Attendant	3	4	0
Yard Gang—			
Leading hand	2	1	0
Yardmen	1	10	0
Miscellaneous—			
Leading Hand Cleaner	3	1	0
Unspecified Workers	1	10	0
Watchman (this rate is based on 40 hours work. Under this Award watchmen are required to work 48 hours at ordinary time rate of wages)	13	0	

Adult Female Workers—

Small packages	10	0
Unspecified female workers	7	6

Workers (other than watchmen) working shifts shall be paid a shift allowance of 29s. per week in addition to the margins set out above.

(c) Handling Coal.—Workers engaged in handling coal shall be paid at the rate of fourpence (4d.) per hour extra whilst so employed.

(d) Workers who are required to clean such specified tanks and bins as agreed between the Union and the Company and who are required to work in the tank or bin shall be paid an extra 1s. 6d. per hour with a minimum payment for two hours.

(e) Junior Male Workers.—These workers shall be paid a proportion of the adult minimum wage for the unspecified worker as set out below:—

(i) Day Workers—

Aged 16 to 17 years	40%
Aged 17 to 18 years	50%
Aged 18 to 19 years	60%
Aged 19 to 20 years	70%
Aged 20 to 21 years	90%

No Junior employed as automachine operator shall be paid less than the rate prescribed for junior male workers 18 to 19 years of age.

(ii) Shift Workers—

Aged 18 to 19 years	70 per cent. plus 60 per cent. of the shift allowance.
Aged 19 to 20 years	80 per cent. plus 60 per cent. of the shift allowance.
Aged 20 to 21 years	100 per cent. plus 60 per cent. of the shift allowance.

(iii) All Junior wage rates shall be calculated to the nearest sixpence (6d.).

(f) Kipp Kelly.—Workers working at the char end who are required to attend to the Kipp Kelly shall be paid at the rate of sixpence (6d.) per hour extra whilst so working.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

The Common Seal of The Sugar Refining Employees' Industrial Union of Workers Fremantle was hereunto affixed in the presence of—

[L.S.]

A. G. WEST,
Secretary.
D. LEMON,
President.

Signed for and on behalf of
The Colonial Sugar Refining Company Limited.

J. E. MAKINSON,
Attorney in W.A.

This Industrial Agreement has been registered subject to the provisions of the Industrial Arbitration Act, 1912-1961, particularly Section 93 thereof and the provisions of Award No. 87 of 1948 which still remain in force.

18th October, 1962.

G. MELLOWSHIP,
Clerk of the Court of Arbitration.

MINING ACT, 1904-1961.

Part XIII, Division 1.

Before the W.A. Coal Industry Tribunal held at Collie.

Application No. 18 of 1961.

Between Coal Miners' Industrial Union of Workers of W.A., Collie, Applicant, and Griffin Coal Mining Co. Ltd and others, Respondents.

An application by the Miners' Union to amend Long Service Leave Award No. 104 of 1955, clause 2, subclause (xa) to read 3 years in lieu of 8 years.

(Application No. 18 of 1961 of the W.A. Coal Industry Tribunal.)

THE Tribunal hereby awards, orders and prescribes that Award No. 104 of 1955 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:—

A. Add a proviso to subclause (x) (a) of clause 2 as follows:—

Provided that, in respect of the workers retrenched as the result of the allocation of coal orders by the West Australian Government operating at the date of this order, which resulted in the close-down of Amalgamated Collieries of W.A. Ltd., the minimum period of qualification for pro-rata long service leave pursuant to the foregoing provisions of this subclause shall be three years of continuous employment in lieu of eight years. The workers concerned will be—

(1) those retrenched, or to be retrenched after dismantling, by Amalgamated Collieries of W.A. Ltd. and not likely to be re-employed;

(2) those retrenched by other collieries as the result of the district seniority provisions of clause 27 of the Miners' Award No. 4 of 1953, and not likely to be re-employed.

B. This amendment shall take effect forthwith.
Dated at Collie this 9th day of March, 1961.

W. J. WALLWORK,
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 12th day of October, 1962.

G. MELLOWSHIP,
Clerk of Court of Arbitration.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 2 of 1962.

Between Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers Employees' Union of Workers, Perth, Applicant, and Calsil Pty. Limited and Brick Manufacturers Limited, Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

Award.

1.—Title.

This Award shall be known as the Sand Lime Brick Award and replaces Award No. 4 of 1958 as amended.

2.—Arrangement.

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

3.—Area.

This Award shall operate over the area comprised within a twenty-five (25) mile radius of the G.P.O., Perth.

4.—Scope.

This Award shall apply to workers employed in the manufacture of Sand Lime Bricks.

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.

6.—Contract of Service.

(a) Except as hereinafter provided and in the case of a casual worker, one (1) day's notice on either side shall be necessary to terminate the contract of service. If such notice of termination is not given, one (1) day's wages shall be paid or forfeited. For the purpose of this subclause, notice shall be given at or before the usual starting time on any ordinary working day and shall be deemed to expire at the completion of that day's work.

(b) In the area occupied and controlled by Calsil Proprietary Limited, Jandakot, one (1) week's notice on either side shall be necessary to terminate the contract of service. If such notice of termination is not given, one (1) week's wages shall be paid or forfeited.

7.—Minimum Engagement.

Except as provided in Clause 8, any worker engaged under the terms of this Award shall be paid a minimum of three (3) hours' pay.

8.—Breakdowns, etc.

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

9.—Hours.

Except as otherwise provided in this Award, the following shall apply:—

- (a) Forty (40) hours shall constitute the ordinary week's work.
- (b) The ordinary day's work shall not exceed eight (8) hours, Monday to Friday inclusive.
- (c) The hours of work, except where shifts are worked, shall be performed as follows: Monday to Friday inclusive between 5 a.m. and 5 p.m. Shifts shall not be broken except for the meal period.

10.—Overtime.

(a) Except in the case of shift workers, work performed beyond the number of ordinary working hours in any day, or beyond forty (40) hours in any one week, or before the prescribed starting or after the prescribed finishing time, shall be deemed to be overtime.

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

(c) Overtime shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(d) Work performed on Sunday and on the holidays prescribed by Clause 17(a) hereof shall be paid for at the rate of double time.

(e) Notwithstanding anything contained herein—

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

11.—Shift Work.

Where two (2) or more shifts in any one day are worked, the hours of shift workers shall be such as are mutually agreed upon between the employer and the Union. Failing agreement, the hours of shift workers shall be fixed by the Board of Reference. 5% and 10% in addition to the rates prescribed in clause 12 shall be paid for afternoon shift and night shift respectively.

12.—Wages.

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

	Per Week
	£ s. d.
(a) Basic Wage:	
(i) Within a radius of 15 miles of the G.P.O., Perth	14 18 9
(ii) Outside a 15 mile radius of the G.P.O., Perth but within the South-west Land Division	14 17 3
	Margin Over Basic Wage
	Per Week
(b) Adults:	£ s. d.
Mixer	2 13 0
Crane driver	2 13 0
Scoop operator	2 13 0
Press hands	2 13 0
Lime preparing hand	2 13 0
Yard hand	19 0
	Per Cent. of Male Basic Wage
(c) Junior Workers:	
14 to 15 years of age	30
15 to 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90
(d) Proportion of Juniors:	
One (1) junior to four (4) adult workers.	

13.—Mixed Functions.

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

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

14.—Payment of Wages.

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

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

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.—Absence Through Sickness.

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

(g) 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 unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill health.

17.—Holidays and Annual Leave.

(a) (i) The following days, or the days observed in lieu shall (subject to the appropriate clause or clauses covering special rates and conditions for work on holidays) 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 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.

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

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

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

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

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

(g) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (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.

(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.

18.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing—

- (a) the name of each worker to whom this Award applies;
- (b) the class of work performed by him;
- (c) the hours worked each day by him;
- (d) the wages (and overtime, if any) paid to him;
- (e) the ages of junior workers.

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

19.—Posting of Award.

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

20.—Board of Reference.

(a) The Court appoints for the purpose of this Award a Board of Reference consisting of a Chairman and two (2) other representatives, one (1) to be nominated by each of the parties.

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

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of this Award or any of them;
 - (ii) deciding any other matter that the Court may refer to the Board from time to time.
- (b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961, which for this purpose are embodied in and form part of this Award.

21.—Long Service Leave.

(a) Right to Leave.

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

(b) Long Service.

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

(2) Such service shall include service prior to the 1st April, 1958 if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

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

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

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the

Defence Act, 1903-1956, and except in Korea or Malaya after June 26, 1950;

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

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

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

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) 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 (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

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

(c) Period of Leave.

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

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

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (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 thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;
 - (ii) if such termination take 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 thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.
- (4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

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

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (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 (1) 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 (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) 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 thirteen (13) weeks for

twenty (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 twelve (12) months thereafter, or in the case of termination by death of the worker, a period of three (3) 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 twenty (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.

22.—Preference.

(a) Preference of employment shall be given to suitable members of the Union. Provided that any worker or applicant for employment who furnishes proof that he is a financial member of any other registered industrial union of workers shall, subject to the provisions hereinafter contained, be given equal preference.

(b) Any worker or applicant for employment who is not a member of the Union or of any other registered industrial union of workers shall within fourteen (14) days of commencing employment under this Award apply in accordance with its Rules to become a member of the Union and any worker who is not a member of the Union but is a member of another registered industrial union of workers shall within fourteen (14) days from the expiration of his then current membership with such other Union apply to become a member of the Union.

(c) The provisions of this clause shall not debar from employment or continuance in employment any applicant for employment or any worker whose application to become a member of the Union has been refused by the Union without reasonable cause, unless and until such refusal is withdrawn.

(d) Any worker or applicant for employment who becomes a member of the Union shall continue his financial membership of the Union in accordance with its Rules, while he continues to be employed under this Award.

(e) The employer shall within fourteen (14) days of being advised in writing by the Union of the breach by a worker of the provisions of this clause determine the employment of any worker who fails to comply with the provisions of this clause unless such breach is remedied by the worker concerned within such fourteen (14) days. Any dispute as to whether a worker has committed a breach of this clause may be referred to a Board of Reference by either the employer or the Union concerned.

(f) The provisions of this clause shall not apply to any worker who objects on the grounds of conscientious religious belief to being a member of an industrial union of workers, so long as such worker, from time to time, pays to a charitable organisation nominated by the Court an amount equivalent to the subscription and levies prescribed by the rules of the union to be paid by its members.

(g) Should any dispute arise as to the conscientious religious beliefs of any worker or applicant for employment, the same shall be referred to a Board of Reference appointed under this Award.

(h) "Union" shall mean the "Westralian Brickyard, Pottery, Porcelain and Roof Tile Fixers' Employees' Union of Workers, Perth."

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been hereto affixed this 30th day of October, 1962.

[L.S.]

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

INDUSTRIAL AGREEMENT.

No. 20/62.

(Registered 18th October, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 18th day of September, 1962, between State Executive, Australasian Society of Engineers' Industrial Association of Workers, Amalgamated Engineering Union of Workers, Perth Branch and the Electrical Trades Union of Australia (Western Australian Branch) Perth (hereinafter called "the Union") of the one part, and The Colonial Sugar Refining Company Limited (hereinafter called "the employer") of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "Metal Trades (Sugar Refining) Agreement," and shall replace Agreement No. 38 of 1960.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Hours.
6. Overtime.
7. Contract of Service.
8. Holidays.
9. Annual Leave.
10. Time and Wages Record.
11. Board of Reference.
12. Representative Interviewing Workers.
13. Recognition of Union—Notices.
14. Protective Equipment.
15. Apprentices.
16. Mixed Functions.
17. Payment for Sickness.
18. Aged and Infirm Workers.
19. Casual Workers.
20. Long Service Leave.
21. Preference.
22. Wages and Allowances.
23. Liberty to Apply.

3.—Area and Scope.

This Agreement shall apply to all workers classified in Clause 22 hereof employed at the works occupied and controlled by the Colonial Sugar Refining Company Limited.

4.—Term.

The term of this Agreement shall be for a period of one (1) year from the date hereof.

5.—Hours.

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

(b) The ordinary day's work shall not exceed eight (8) hours, Monday to Friday inclusive.

6.—Overtime.

Except as otherwise provided:—

- (a) For all work done outside the hours of duty on any day as hereinbefore prescribed, payment shall be made at the rate of time and a half for the first four (4) hours and at double time rate thereafter.
- (b) All time worked on Sundays and on the holidays prescribed in Clause 8 of this Agreement shall be paid for at double time rate.
- (c) (i) Rest Period after Overtime. When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.
(ii) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day

that he has not at least eight (8) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iii) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight (8) consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) Any worker required to continue working overtime after ordinary ceasing time shall be paid six shillings and sixpence (6s. 6d.) for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m. and midnight.

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

- (e) A worker recalled after leaving the company's premises to work overtime shall be paid a minimum of three (3) hours at the appropriate rate.
- (f) Notwithstanding anything contained in this Agreement—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

7.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour for not less than two (2) hours, the contract of hiring of every worker shall be for a weekly engagement, terminable on either side by one (1) week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of Clause 17 hereof as to payment for absence on account of illness. Where any absence extends for more than one (1) week, the employment shall be deemed to have terminated upon the expiration of the said week.

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

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

8.—Holidays.

(a) (i) The following days, or the days observed in lieu, shall subject to subclause 6 (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 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.

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

9.—Annual Leave.

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

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

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

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

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

(f) (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 (2) periods.

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

10.—Time and Wages Record.

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

11.—Board of Reference.

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

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

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

(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 Agreement, or any of them.

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

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

12.—Representative Interviewing Workers.

In the case of disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer, and accompanied by a representative of the employer if so desired, to inspect during the progress of the work the operations affected; but this permission shall not be exercised without the consent of the employer more than once in any one week.

13.—Recognition of Union—Notices.

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

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

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

14.—Protective Equipment.

The employer shall make available such protective equipment as is agreed necessary between the employer and his workers.

15.—Apprentices.

Apprentices may be taken to the fitting and/or turning branch of the engineering trade in the proportion of one (1) apprentice for every two (2) or fraction of two (2) journeymen: Provided that the fraction of two (2) shall not be less than one (1). Provided further that application may be made to the Board of Reference for the employer's establishment to be declared an "approved shop." In the event of such approval being granted, the proportion shall be one (1) apprentice for every one (1) journeyman.

16.—Mixed Functions.

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

17.—Payment for Sickness.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker, and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of five (5) years but no longer from the end of the year in which it accrues.

18.—Aged and Infirm Workers.

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

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

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

19.—Casual Workers.

"Casual Worker" means a worker employed for less than (1) week, with a minimum of two (2) hours in any day. He shall be paid at the rate of ten (10) per cent, in addition to the rate prescribed in this Agreement on an hourly basis.

20.—Long Service Leave.

(i) Period of Operation.

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

(ii) Entitlement to Leave.

Subject to this Agreement every worker not being a casual worker shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.

The amount of such entitlement in the case of a worker who has completed at least twenty (20) years' continuous service with the Company shall be:—

- (a) In respect of the twenty (20) years' service so completed—thirteen (13) weeks' leave; and
- (b) in respect of each ten (10) years' service with the Company completed after such twenty (20) years—six and one half (6½) weeks' leave.

(iv) Pro Rata Entitlement on Termination.

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

(v) Calculation of Continuous Service.

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

- (i) Absence in respect of any period which the worker shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than a member of the British Commonwealth Occupation forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act, 1939 (as amended), or absence on compulsory service in any of the armed forces under the National Service Act, 1951 (as amended): Provided that the worker as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence.
- (ii) Absence on any annual leave or long service leave.
- (iii) Absence following any termination of the employment by the Company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave.
- (iv) Absence necessitated by personal sickness or injury of which not more than fifteen (15) working days a year shall count as service.

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

- (i) Absence following any termination of the employment by the Company on any ground other than slackness of trade, if the worker be re-employed by the Company within a period not exceeding two (2) months from the date of such termination.
- (ii) Absence during any standing down of a worker in accordance with the provisions of this Agreement.
- (iii) Absence following any termination of the employment by the Company on the ground of slackness of trade if the worker is re-employed by the Company within a period not exceeding six (6) months from the date of such termination.
- (iv) Absence of the worker authorised by the employer at any time.
- (v) Absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute.

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of fourteen (14) days shall be deemed to break the continuity of service for the purposes of this clause unless the worker notifies the Company in writing of the reason for his absence.

(vi) Service before Commencement of Award.

For the purpose of calculating the entitlement to leave, continuous service of a worker with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last twenty (20) completed years of such service, provided that any service prior to such twenty (20) years' service will carry such leave if the worker remains in the Company's service until his retirement.

(vii) Time of Taking Leave.

Long service leave shall be granted and taken on the retirement of the worker provided that when a worker has completed twenty (20) years of continuous service he will be entitled to not more than

thirteen (13) weeks' interim leave which will be taken at such time as may be agreed between the Company and the worker having regard to the needs of the Company's establishment where the worker is working. Additional interim long service leave on the basis of up to six (6) weeks for each additional ten (10) years' service may be taken at such time as may be agreed between the Company and the worker.

(viii) Payment on Termination for Leave Not Taken.

Where the employment of a worker is terminated otherwise than by his death and he has an entitlement to long service leave the worker shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the worker in full his ordinary pay for the leave less any amount already paid to the worker in respect of that leave.

(ix) Payment on Death.

Where a worker dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the worker, the Company shall, upon request by the personal representative of the worker, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three (3) months of the date of the worker's death the Company may pay to the widow or such of the next-of-kin as it considers appropriate, the said amount due. The obligation of the Company to such worker or worker's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.

Each worker shall be paid for one (1) week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note.—"Ordinary time rate of pay"—

- (1) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

Payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates.

- (2) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.

(xi) Method of Payment.

Payment shall be made in one of the following ways:—

- (a) In full before the worker goes on leave; or
- (b) 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
- (c) in any other way agreed between the Company and the worker.

(xii) Public Holidays and Annual Leave During Period of Leave.

Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.

For the purposes of this clause where a business has, whether before or after the coming into operation of this Agreement, been transmitted from an employer (in this paragraph called the

transmitter) to another employer (in this paragraph called the transmittee) and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—

- (a) the continuity of service of such worker shall be deemed not to have been broken by reason only of the transmission; and
- (b) the period of the continuous service which the worker has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the worker with the transmittee.

In this subclause "transmission" includes transfer conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(xiv) Benefits Related to Long Service.

The Company will continue to operate its F.E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.

The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave, to which the worker may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such worker is entitled pursuant to this Agreement.

(xvi) Records.

(a) The employer shall keep an adequate long service leave record.

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

21.—Preference.

(a) In this clause, the term "unionist" means a worker who is a financial member of one of the industrial unions of workers parties to this Agreement.

(b) In engaging or dismissing labour (other than apprentices), preference of employment shall be given to unionists, provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work: Provided further that it shall be a defence on the part of an employer charged with engaging a worker other than a "unionist" when a "unionist" was available for such engagement, that the employer, having made enquiries from the appropriate Union did not know that any "unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused, shall have the right of appeal to the Industrial Registrar, whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall, pending the decision of the Industrial Registrar, have the same rights under this clause as a "unionist."

(d) Subject to subclause (e) hereof, workers (other than apprentices) who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member, maintain financial membership whilst employed by the Respondent to this Agreement.

(e) Exemptions:

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth (whose decision shall be final) for exemption from this clause.

- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).
- (iii) The Industrial Registrar, in the exercise of his discretion may grant exemption with such conditions as he deems desirable—
- if the applicant is a financial member of any other registered industrial union;
 - if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union;
 - for any other reason which the Industrial Registrar deems sufficient.
- (iv) A worker refused exemption by the Industrial Registrar shall, within seven (7) days of the decision, make application for membership of the applicant Union and, if accepted as a member, maintain financial membership whilst employed by the Respondent to this Agreement.
- (f) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work are available, retain in his employment any worker for a period of more than seven (7) days after being advised by the Union concerned that such worker has not complied with either subclause (d) or paragraph (iv) of subclause (e) of this clause or for a period of more than seven (7) days after a conviction for a breach of this clause in reference to the employment of such worker.

22.—Wages and Allowances.

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

(a) Basic Wage:	Per Week		
	£	s.	d.
Within a radius of 15 miles of the G.P.O., Perth	14	18	9
	Margin Per Week		
	£	s.	d.
(b) Adults:			
Fitter—Tradesman	4	16	0
Electrical Fitter—Tradesman	4	16	0
Welder—First Class	4	16	0
Rigger	3	1	0
Tradesman's Assistant	1	9	6
	Percent. of Basic Wage		
	Per Week		
(c) Apprentices:			
First year	33½		
Second year	45		
Third year	65		
Fourth year	85		
Fifth year	100	+	£1

(d) Special Rates:

- All workers employed under this Agreement shall be entitled to an allowance of fourteen shillings (14s.) per week to cover any disability payments or allowances that otherwise may be payable from time to time at the Company's factories.
- Hot Places.—Workers required to work in a boiler which has not been cooled down, shall be paid at the rate of time and a half for each hour so worked in addition to the disability payment under paragraph (i) hereof. Any broken time of less than one (1) hour shall be paid for as one (1) hour.

A tradesman (not employed as a first class welder) who in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling and fourpence (1s. 4d.) per day in addition to his ordinary rate of pay whilst so engaged.

23.—Liberty to Apply.

Liberty to apply to the Court is reserved to all parties in respect of margins and annual leave.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed for and on behalf of

The Colonial Sugar Refining Company Limited.

J. E. MAKINSON,
Attorney in W.A.

The Common Seal of the State Executive, Australasian Society of Engineers' Industrial Association of Workers was hereunto affixed in the presence of—

[L.S.]

D. E. Maguire.

R. ANDERSON,

The Common Seal of the Amalgamated Engineering Union of Workers, Perth Branch, was hereunto affixed in the presence of—

[L.S.]

J. Coleman.

J. McMULLEN,

The Common Seal of the Electrical Trades Union of Workers of Australia (Western Australian Branch) Perth, was hereunto affixed in the presence of—

[L.S.]

R. Anderson.

R. W. FLETCHER,

DAVIS & RICHES PTY. LTD (IN LIQUIDATION).

Notice of Resolution.

AT a general meeting of the members of Davis & Riches Pty. Ltd. duly convened and held at Third Floor, Newspaper House, 125 St. George's Terrace, Perth, on Friday, the 16th November, 1962, the special resolutions set out below were duly passed:—

- That accounts for goods supplied and services rendered since 28th February, 1962, be paid in priority to the accounts of any other unsecured creditor other than those to whom priority is given under the W.A. Companies Act, 1961.

- That priority be next given to payment of 6s. 8d. in the £ on the accounts of any creditors for goods supplied and services rendered up to 28th February, 1962, who have not yet received this amount.

Dated this 4th day of December, 1962.

H. W. BALDOCK,
Secretary.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Barbara Blair Howden, late of 21 Railway Road, Kalamunda, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, care of the undersigned, on or before the 15th day of January, 1963, after which date the said Executor will proceed to distribute the

assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated this 30th day of November, 1962.

BOULTBEE, GODFREY & VIRTUE,
of 44 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Aibert Owen Speight, late of 1 Byron Street, Leederville, in the State of Western Australia, and of 45 Thirteenth Avenue, Mayfair, Johannesburg, Transvaal Province, Republic of South Africa, Contractor and Steeplejack, 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 15th day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 4th day of December, 1962.

HOWARD-BATH & SARGENT,
49 St. George's Terrace, Perth,
Solicitors for the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Dorothy Amelia Stewart, late of 41 Ferguson Street, Maylands, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the said State, on or before the 15th day of January, 1963, 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 4th day of December, 1962.

D. W. FINKELSTEIN,
of 37 St. George's Terrace, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Charles Treavor Macpherson (in the Will Trevor Charles Macpherson, sometimes known as Treavor Charles Macpherson, sometimes also known as Trevor Charles Aeneas Macpherson), formerly of Wyalkatchem, in the State of Western Australia, but late of 38 Princess Road, Claremont, in the said State, Farmer, 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 15th day of January, 1963, 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 30th day of November, 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 Beryl Doris Wansbrough, late of 49 Lawley Crescent, Mount Lawley, in the State of Western Australia, Spinster, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, at 135 St. George's Terrace, Perth, on or before the 15th day of January, 1963, 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 22nd day of October, 1962.

JACKSON, McDONALD & CO.,
55 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Mary Deacon, formerly of 265 Marmion Street, Cottesloe, in the State of Western Australia, but late of Glendalough Home, Leederville, in the said State, Widow, deceased.

ALL claims and demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 15th day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 3rd day of December, 1962.

E. M. HEENAN & CO.,
64 St. George's Terrace,
Perth, W.A.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Lazzaro Stazonelli, formerly of 12 Battery Road, Norseman, in the State of Western Australia, Miner, but late of 26 Roberts Street, Norseman, in the said State, Pensioner, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 15th day of January, 1963, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 8th day of November, 1962.

MAZZA, WALLWORK TORRE & TALBOT,
Solicitors, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Edward Pearce, late of 43 Kinninmont Avenue, Nedlands in the State of Western Australia, Golf Club Secretary (in the Will and formerly of 14 Webster Street, Nedlands aforesaid, and also of Public Works Department, Kuala Lumpur, Federation of Malaya, Colonial Government Servant) 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, at 135 St. George's Terrace, Perth, on or before the 15th day of January, 1963, after which date the said

Executor will proceed to distribute the estate 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 4th day of December, 1962.

JACKSON, McDONALD & CO.,
55 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 14th day of January, 1963, 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 10th day of December, 1962.

J. F. MORRIS,
Acting Public Trustee.

Public Trust Office,
555 Hay Street, Perth, W.A.

Name; Occupation; Address; Date of Death.

Skippen, David Benjamin; Retired Brewery Employee; late of 69 Grand Promenade, Bedford; 28/8/62.

Hansen, Jens Christian; Retired W.A.G.R. Employee; formerly of Allanson, via Collie, but late of Braxan Street, Glen Forrest; 23/11/62.

Foo, Charlie Kim (also known as Charlie Kim, Kim Foo Fong and Wai Cheung Yeung); Cafe Proprietor; late of Carnarvon Street, Broome; 15/5/62.

McCluskey, William; Bookmaker and Farmer; late of 69 Wittenoom Street, Collie; 26/11/62.

Prior, Edith Adelaide; Married Woman; formerly of Bayley Street, Coolgardie, but late of 61 Gregory Street, Wembley; 31/7/62.

Greaney, Jack; Supervisor; late of 30 Salvado Street, Mosman Park; 7/9/62.

Adams, Henrietta Jane, (also known as Adams, Henrietta); Widow; late of 19 Lawley Crescent, Mount Lawley; 8/9/62.

Pola, Louis Albert; Retired Glassworks Foreman; late of 11 Ramsdale Street, Doubleview; 2/10/62.

Berweger, Rosa; Married Woman; late of 11 Faraday Street, Mount Hawthorn; 17/4/62.

Jackson, Louisa Jane Blenkinsop; Spinster; late of 8 Irwin Street, Bellevue; 5/10/62.

Pursell, Frederick Augustus; Retired Machinist; formerly of London Street, North Perth, and 1 Elvire Street, Waterman's Bay, but late of Nedlands; 16/10/62.

Moore, Agnes Harriett; Widow; late of 132 Stock Road, Melville; 17/8/49.

Bradley, Rosetta Sarah; Widow; late of Flat 31, Swan Cottage Homes, Bentley; 2/12/62.

Baker, John Arthur Gladstone; War Pensioner; late of 238 Beaufort Street, Perth; 8/10/62.

Hodges, William; Dresser; late of 42 Whitfield Street, Bassendean; 10/11/62.

Barratt, Reginald Edward; Lorry Driver, late of 28 Thomas Street, South Fremantle; 10/3/62.

Arnold, Henry Noah; Retired Groundsman; late of 22 Esther Road, Bassendean; 2/11/59.

McGrath, Doris May; Widow; formerly of 423 Charles Street, North Perth, but late of 32 Connolly Street, Wembley; 15/8/62.

Cooper, William Arthur; Mechanic; late of 235 South Street, Hilton Park; 4/9/62.

Mitchell, Leslie Maud; Married Woman; late of Howatharra, via Geraldton; 3/5/60.

PUBLIC TRUSTEE ACT, 1941-1953.

NOTICE is hereby given that, pursuant to section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 10th day of December, 1962.

J. F. MORRIS,
Acting Public Trustee,
555 Hay Street, Perth.

Name of Deceased; Occupation; Address; Date of Death; Date Election Filed.

Wallace, George; Retired Grocer; late of Sunset Home, Nedlands; 16/8/62; 5/12/62.

Watson, Charlotte; Widow; late of 5 Burns Street, Bootle, Lancashire, England; 29/9/57; 5/12/62.

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Hire Purchase Act	0	3	0
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Industrial Arbitration Act (Consolidated)	0	12	6
Inebriates Act	0	1	0
Infants, Guardianship of, Act	0	1	6
Inspection of Machinery Act with Regulations	0	4	0
Inspection of Scaffolding Act	0	1	6
Interpretation Act	0	3	0
Irrigation and Rights in Water Act	0	3	0
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Marriage Act	0	3	0
Married Women's Property Act	0	1	0
Married Women's Protection Act	0	1	0
Medical Practitioners Act	0	2	0
Metropolitan Water Supply, Sewerage and Drainage Act	0	4	0
Milk Act	0	3	0
Mine Workers' Relief Fund Act and Regulations	0	3	6
Mines Regulation Act	0	5	0
Money Lenders Act (Consolidated)	0	2	6
Native Welfare Act	0	3	0
Partnership Act	0	1	6
Pawnbrokers Act	0	1	6
Pearling Act	0	3	0
Petroleum Act	0	3	6
Pharmacy and Poisons Act	0	3	6
Prevention of Cruelty to Animals Act	0	2	0
Plant Diseases Act	0	2	0
Public Service Act	0	3	6
Public Works Act	0	3	6
Purchasers' Protection Act	0	1	0
Sale of Goods Act	0	2	0
Second-hand Dealers Act	0	1	0
Seeds Act	0	1	6
Stamp Act (Consolidated)	0	3	6
State Housing Act	0	3	6
State Transport Co-ordination Act	0	3	0
State Trading Concerns Act	0	2	0
Superannuation and Family Benefits Act	0	3	6
Supreme Court Act	0	4	0
Timber Industry Regulation Act and Regulations	0	3	6
Town Planning and Development Act	0	2	6
Traffic Act	0	4	0
Trespass, Fencing and Impounding Act	0	3	0
Truck Act	0	1	6
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